

RESOLUTION OF THE TOWNSHIP OF JACKSON  
 JACKSON, NEW JERSEY

RESOLUTION NUMBER: 188R-16

DATE OF ADOPTION: 5-10-16

TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES/MUTUAL AID AGREEMENT BETWEEN THE TOWNSHIP OF JACKSON AND THE TOWNSHIP OF MILLSTONE PERTAINING TO CONFLICT OF INTEREST AND EMERGENCY COVERAGE CONSTRUCTION CODE ENFORCEMENT SERVICES

Council Member Bressi presents the following resolution.

Seconded by Updegrave 1 of 1

WHEREAS, the Township of Jackson previously entered into a Shared Services/Mutual Aid Agreement with the Township of Millstone to provide for conflict of interest and emergency coverage construction code enforcement services; and

WHEREAS, the Township of Jackson is in need of continuing for this provision for Conflict of Interest and Emergency Coverage relative to Construction Code Enforcement Services with the Township of Millstone; and

WHEREAS, Millstone Township has the personnel to meet that need; and

WHEREAS, Millstone Township and Jackson Township have agreed to enter into a Shared Services/Mutual Aid Agreement pursuant to 5:23-4.5(j); and

WHEREAS, the form of Agreement to be entered into is on file in the Township Clerk's Office and may be inspected by members of the public during normal business hours; and

WHEREAS, the Township of Jackson wishes to enter into an Agreement with Millstone Township for the purpose of setting forth the terms and conditions regarding the provisions for Conflict of Interest and Emergency Coverage Construction Code Enforcement Services.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Jackson, County of Ocean, State of New Jersey as follows:

1. The Mayor is authorized to execute and the Clerk to attest to the Shared Services Agreement for Conflict of Interest and Emergency Coverage Construction Code Enforcement Services with the Township of Millstone. This resolution shall be effective Nunc Pro Tunc to May 6, 2016.
2. A copy of said Agreement will be kept on file within the Office of the Township Clerk
3. Certified copies of this resolution shall be forwarded to New Jersey Department of Community Affairs/DLGS, Millstone Township Municipal Clerk/Administrator, Maria Dellasala, Jackson Township Business Administrator, Helene Schlegel, Jackson Township Construction Code Official, Barry Olejarz, Jackson Township CFO, Sharon Pinkava and any other interested parties.

*Ann Marie Eden*  
 ANN MARIE EDEN, R.M.C.  
 TOWNSHIP CLERK

DATED: 5-10-16

RECORD OF VOTE				COUNCIL VICE PRES.	COUNCIL
PRESIDENT					
TOWNSHIP COUNCIL	Barry Calogero	Scott Martin	Ann Updegrave	Kenneth Bressi	Robert Nixon
YES	✓		✓	✓	
NO					
ABSTAIN					✓
ABSENT		✓			

I, Ann Marie Eden, Municipal Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a Resolution adopted by the Township Council on the 10 day of May 2016.

*Ann Marie Eden*  
 Township Clerk

**SHARED SERVICES AGREEMENT  
BETWEEN THE TOWNSHIPS OF JACKSON AND MILLSTONE  
PERTAINING TO  
CONFLICT OF INTEREST AND EMERGENCY COVERAGE**

**THIS SERVICES AGREEMENT** (“Agreement”) is entered into this 6<sup>th</sup> day of May, 2016, by and between **JACKSON TOWNSHIP** (“Jackson Township”), a New Jersey municipality having municipal offices at 95 West Veterans Highway, Jackson, New Jersey 08527 and **MILLSTONE TOWNSHIP** (“Millstone Township”), a New Jersey municipality having municipal offices at 470 Stage Coach Road, Millstone Township, New Jersey 07728.

**WITNESSETH**

**WHEREAS**, Jackson Township and Millstone Township each have established a construction office and, as a result, Jackson Township and Millstone Township have a need to appoint an agency to perform Conflict of Interest Applications pursuant to 5:23-4.5(j) and, should there be the need for emergency assistance to perform plan review and inspections as more fully contemplated by the State Uniform Construction Code Act, N.J.S.A. 52:27D-119, *et. seq.*, and by the administrative regulations adopted pursuant to those statutes including, but not necessarily limited to, all administrative regulations that are set forth at N.J.A.C. 5:23-1.1, *et. seq.*; and

**WHEREAS**, Jackson Township and Millstone Township have determined that it would be mutually beneficial to enter into a Services Agreement under the terms of which the municipalities would agree that Jackson Township and Millstone Township will provide each other assistance on an as need basis.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the exchange of mutual covenants and conditions and such other considerations as set forth in this Agreement and as authorized by the provisions of N.J.S.A. 40A:65-1 *et. seq.*, Jackson Township and Millstone Township agree as follows:

1. **INCORPORATION OF PREAMBLE.** All of the provisions of the preamble that is set forth above are repeated and incorporated herein by this reference thereto as if set forth at length.
  
2. **NATURE AND EXTENT OF SERVICES TO BE PROVIDED.**

**Conflict of Interest and Emergency Assistance.** Contemporaneously with the execution of this Agreement, Jackson Township and Millstone Township are establishing a Service Agreement that will authorize Jackson Township and Millstone Township to provide assistance on an as need basis to perform duties under the State Uniform Construction Code Act, N.J.S.A. 52:27D-119 *et. seq.*, and the administrative regulations adopted pursuant to those statutes including, but not necessarily limited to all administrative regulations that are set forth at N.J.A.C 5:23-1.1, *et. seq.*;

3. **RENUMERATION AND BENEFITS.**

**Conflict of Interest and Emergency Assistance.** So long as this Agreement is in effect, Jackson Township and Millstone Township agree that:

All Conflict of Interest applications will be forwarded to the responsible Construction Department to assume all responsibilities of plan review, collection of fees, inspections and issuance of the required certificate.

All Emergency Assistance shall be reimbursed for the provisions of the construction code services at the employee's rate of pay and due within thirty days of receipt of an invoice.

4. **EFFECTIVE DATE, TERMINATION.**

This Agreement shall be approved by Resolution of the governing bodies of Jackson Township and Millstone Township duly adopted in accordance with law at public meetings held in accordance with the Open Public Meetings Act. This Agreement shall be effective Nun Pro Tunc to May 6, 2016 and shall expire twelve (12) months from its effective date; however, the parties may agree to extend this Agreement from year to year, on the same terms and conditions. This Agreement may be terminated by the adoption of an appropriate resolution duly adopted in accordance with law by the governing body of either party to this Agreement at a public meeting held in accordance with the Open Public Meetings Act after 30 (thirty) days notice of consideration if such a resolution is transmitted to the Municipal Clerk of the other party.

5. **MICSELLANEOUS.**

1. The contact persons for any notice required pursuant to this Agreement shall be as follows:

**Jackson Township**

Helene Schlegel  
Township Administrator  
95 West Veterans Highway  
Jackson, NJ 08527  
732-928-1200

**Millstone Township**

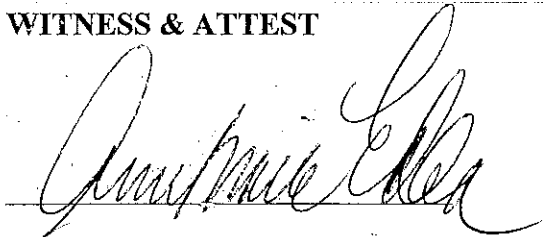
Maria Dellasala  
Municipal Clerk / Administrator  
470 Stage Coach Road  
Millstone Township, NJ 08510

2. In the event a dispute arises between the parties as to the terms of the Agreement or the satisfactory performance by any of the parties of the services or other responsibilities provided for in the Agreement, such disputes or questions shall be resolved by binding arbitration or binding fact finding procedures. The parties hereunder agree that, if such binding arbitration or binding fact finding procedures are required to settle any questions or disputes, the individuals named in the above paragraph shall mutually appoint a single arbitrator consistent with American Arbitration Association Rules.
3. Any party performing a service under this Agreement is the general agent of the other party on whose behalf the service is performed pursuant to this Agreement. Such agent shall have full powers of performance and maintenance of the service contracted for and full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties including all powers of enforcement and administration regulation, which are or may be exercised by the party on whose behalf it acts pursuant to this Agreement, except as such powers are limited by the terms of this Agreement. No party shall be liable for any part or share of the cost of acquiring, constructing or maintaining any capital facility acquired or constructed by the other party unless such part or share is provided for in the Agreement or in an amendment thereto, which shall have been ratified by the contracting parties in the manner provided for the Shared Services for entering into a contract.
- ~~4.~~ In no event shall Jackson Township or Millstone Township be liable to the other for any indirect, incidental, exemplary, punitive or other consequential damages, whether or not foreseeable, including, but not limited to damages for the loss of data, goodwill or profits, arising out of or in relation to this Agreement, even if advised beforehand of possibility of such liability.
5. It is hereby understood and agreed that Jackson Township and Millstone Township shall each be responsible for the negligence of their own employees, agents or servants.
6. Jackson Township and Millstone Township hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey, that said laws have been violated and shall not be violated as they relate to the procurement or the performance of this Agreement by any conduct, including the payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any employee, officer or official of Jackson Township or Millstone Township.
7. Notices given in accordance with the terms of this Agreement shall be deemed sufficiently served if such notice is mailed by certified or registered mail, or is delivered personally to either of the parties at the addresses set forth on the first page of this Agreement, or at such place as the parties may from time-to-time designate in writing. In computing the number of days specified in any notice given hereunder, the date of mailing or personal service, as the case may be, shall be counted as the first day.

8. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by both parties hereto. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this Agreement.
9. The covenants and agreements herein contain shall endure to the benefit of, be binding upon the successors, heirs, executors, administrators and assigns of the parties hereto, respectively.
10. The Agreement shall be governed by and construed under the laws of the State of New Jersey.
11. The provisions of the Agreement are severable and it is the intention of the parties hereto that, if this Agreement cannot take effect in its entirety because of the final judgment of any Court or competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Agreement shall be given full force and effect, as completely as if parts held invalid had not been included therein.

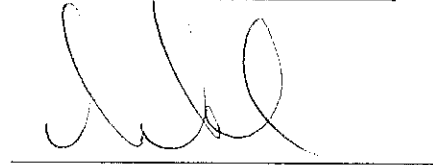
**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first written above.

**WITNESS & ATTEST**



Ann Marie Eden, Township Clerk

**TOWNSHIP OF JACKSON**



Michael Reina, Mayor

**WITNESS & ATTEST**

\_\_\_\_\_  
Maria Dellasala, Clerk / Administrator

**TOWNSHIP OF MILLSTONE**

\_\_\_\_\_  
Robert Kinsey, Mayor