

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Mount Olive Township COUNTY: MORRIS

RECIPIENT: Township of Allamuchy COUNTY: Warren

BRIEF DESCRIPTION OF SERVICE:

To provide fire prevention services / Inspections

EFFECTIVE DATE: 1/1/2018

EXPIRATION DATE: 12/31/2019

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$10,000-

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

268.

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
MOUNT OLIVE REGARDING SHARED SERVICE FOR FIRE INSPECTIONS
WITH THE TOWNSHIP OF ALLAMUCHY FOR THE YEARS 2018-2019**

WHEREAS, the Township of Allamuchy has requested the Township to provide fire inspections on a shared services basis; and

WHEREAS, the Township of Allamuchy Administrator and Township Fire Marshall have negotiated a rate of compensation as per the Share Services Agreement for the utilization of the Township fire inspector; and

WHEREAS, the Township deems it appropriate to provide shared services for fire inspections and the compensation is reasonable and will adequately compensate the Township; and


NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mount Olive, that it approves of the shared service agreement with the Township of Allamuchy for the initial agreement timeframe of January 1, 2018 – December 31, 2019; with the Township providing a certified fire inspector with the Township to be paid as per the Shared Services Agreement.

TOWNSHIP OF MOUNT OLIVE



Joseph Nicastro, Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on the October 31, 2017



Michelle Masser, Township Clerk

Clerk

**NEW JERSEY UNIFORM FIRE CODE ADMINISTRATION AND ENFORCEMENT
SHARED SERVICES AGREEMENT
BETWEEN
THE TOWNSHIP OF MOUNT OLIVE
AND
THE TOWNSHIP OF ALLAMUCHY**

THIS SHARED SERVICE AGREEMENT ("Agreement") dated this 19th day of December, 2017 by and between the TOWNSHIP OF MOUNT OLIVE (hereinafter referred to as "Provider"), a body politic and corporate of the State of New Jersey, having offices at 204 Flanders-Drakestown Road, Budd Lake, New Jersey, 07828 and the TOWNSHIP OF ALLAMUCHY (hereinafter referred to as "Recipient"), a body politic and corporate of the State of New Jersey, having offices at 292 Alphano Road, Allamuchy, New Jersey, 07820;

RECITALS

WHEREAS, the Recipient has a duty and responsibility under the New Jersey Uniform Fire Code, N.J.A.C. 5:70 et seq. to provide Fire Official and Fire Inspection services to residents of the Township of Allamuchy; and

WHEREAS, the Provider has various personnel qualified to provide said services; and

WHEREAS, the Provider and the Recipient wish to enter into a shared service agreement for certain fire prevention services as required and set forth in the New Jersey Uniform Fire Code, N.J.A.C. 5:70 et seq. and Uniform Fire Safety Act, N.J.S.A. 52:27D-192 et seq. for 2017; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Service and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

NOW, THEREFORE, in consideration of the promises, and mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed by and between the parties as follows:

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Representative.

1. The Provider is hereby designated as the representative of the Recipient, to furnish Code Administration and Enforcement services under the New Jersey Uniform Fire Code, N.J.A.C. 5:70 et seq. and Uniform Fire Safety Act, N.J.S.A. 52:27D-192 et seq.
2. Additional municipalities may be added as new participants to this service arrangement at the sole discretion of the Provider. The additional new participants shall not affect the level of services being provided to the Recipient.

B. Responsibility.

1. All employees of the Provider, including the Fire Official and all inspectors shall be employees of the Township of Mount Olive and therefore the Provider shall at all times herein be responsible for its employees. The Provider shall maintain insurance as described herein for all of its employees and be solely responsible for all compensation, salary, benefits, pension, disability, and payroll taxes and deductions for its employees. No employee of the Provider, including the Fire Official and any inspector shall be considered an employee of the Township of Allamuchy.
2. Under the terms of this Agreement, the Recipient is contracting for shared services from the Provider, which services shall be provided by the Provider with its own employees. The Provider shall indemnify, defend and hold the Township of Allamuchy harmless from any and all claims arising from the Provider's employment relations with its employees. Provider shall also indemnify, defend and hold the Township of Allamuchy harmless from any and all claims arising from acts or omissions of employees of the Provider committed pursuant to or in furtherance of this Agreement.
3. All citizen inquiries and/or complaint resolutions shall be handled through the Provider. The Provider's Business Administrator and/or the Department of Community Affairs, as appropriate, shall handle any public comments involving the Fire Official and staff.

C. Supervision and Director of Staff.

1. The Provider shall conduct operations from the Township of Mount Olive Municipal Building and shall conduct same during the Township's normal business hours.
2. The Fire Official, furnished by the Provider, shall be responsible for the operation and supervision of the Township of Mount Olive's Bureau of Fire Prevention and shall direct and supervise all activities and employees of the Bureau.
3. The staff, furnished by the Provider, shall be properly licensed code enforcement officials and/or inspectors as appropriate.
4. The Provider shall furnish appropriate clerical support staff, as determined by its Business Administrator and in conjunction with the Fire Official.
5. All personnel providing the outlined services to the Recipient under this Agreement shall continue to remain employees of the Provider and, as such, shall continue to remain bound by the Personnel Policies and Procedures of the Township of Mount Olive and shall continue to be under the direct supervision of the Township of Mount Olive Business Administrator. Any problem or concern that should arise relative to any aspect of this Agreement or issue relative to the personnel providing such services shall be directed to the Township of Mount Olive Business Administrator through the Recipient's Municipal Clerk.

D. Designation as Code Officials and Inspectors.

The Provider shall designate the Fire Official, as well as the inspectors, for the enforcement of the State of New Jersey Uniform Fire Code and related ordinances of the Recipient. The Fire Official and inspectors shall be duly licensed by the New Jersey Department of Community Affairs, Division of Fire Safety.

ARTICLE II: ACTIVITIES

A. Services to be provided.

1. The following administrative enforcement personnel will be provided by the Provider to the Recipient:
 - a. Fire Official and inspectors
2. The following services shall be provided to the Recipient by the staff of the Provider:
 - a. Perform all functions of a municipal Fire Official and fire prevention services as required and set forth in the Uniform Fire Safety Act, N.J.S.A. 52:27D-192 et seq. on behalf of the Recipient.
 - b. Carry out the periodic, semi-annual and quarterly inspections of "life hazard" uses required by the Uniform Fire Code.
 - c. Properly issue all fire prevention related permits in the Township of Allamuchy.
 - d. Collect all fees for permits in the Township of Allamuchy and keep accurate records of same which shall be made available for review by the Recipient upon request.
 - e. Maintain a separate accounting for the deposit of checks received for permits and inspections within the Township of Allamuchy, as well as any State LEA rebates or reimbursements related thereto.
 - f. In addition to the registrations and permits required by the Uniform Fire Code, all other uses subject to Uniform Fire Code inspections ("non-life hazard uses") shall register with the Township of Mount Olive Bureau of Fire Prevention.
 - g. Carry out the periodic inspections of "non-life hazard" uses once per year as required by ordinance.

- h. Provide on-call assistance by the Fire Official 24 hours/day, 7 days/week to address any fire safety concerns discovered by the Allamuchy Township Volunteer Fire Department at any of its call out locations.

B. Hours of Operation.

The Fire Official shall be available for consultation with the public during the Township of Mount Olive's normal business hours at scheduled times to be determined by the Fire Official. The hours shall be set in such a manner as to provide the public with reasonable access to the official/inspectors. The Fire Official will also be available, under special circumstances at no additional charge for appointments or calls relative to special circumstances or emergencies, or for necessary court appearances.

C. Place of Operation.

Main business for the Township of Mount Olive Bureau of Fire Prevention shall be conducted in the Provider's Municipal offices.

D. Maintenance of Records.

1. The Fire Official and inspectors shall maintain documented records of activity on forms approved by the Fire Official and/or the New Jersey Department of Community Affairs, recording all inspections and activities. The records shall be specific with regard to the municipality, address, dates and hours of service. All forms shall be submitted to Recipient's Administrator for approval unless standard forms are required by the New Jersey Department of Community Affairs. Provider shall abide by and satisfy all relevant state standards for record keeping and reporting.
2. All active files, records, and support documentation concerning the Township of Allamuchy shall be maintained on file in the Township of Allamuchy municipal offices to the extent possible when such files are active. When files, records and support documentation concerning the Township of Allamuchy are closed from active status, the materials shall be transported to the offices of the Township of Allamuchy. The transportation of records and materials shall be done on at least a quarterly basis.
3. The Recipient may, at its sole cost and expense purchase emergency software products to organize and maintain its records keeping systems. Any software purchased by the Recipient shall remain property of the Township of Allamuchy. The Provider shall work with the Recipient to ensure that all data and information obtained pursuant to this Agreement is recorded electronically consistent with software requirements.

E. Operational Needs.

The Township of Mount Olive will provide for all operational needs of the department, including but not limited to office space at the Township of Mount Olive Municipal

Building, utilities for said space, equipment, maintenance of all code books, general office supplies, copier and faxing capabilities, telephone, vehicle and/or mileage reimbursement for inter-local employees of this Agreement, costs associated with education, licensing and certifications for inter-local department employees, gasoline, vehicle maintenance for vehicles owned by the Township of Mount Olive and utilized to perform services under this Agreement.

ARTICLE III: EMPLOYEES

A. Licensed Personnel and Staff.

The Provider shall furnish duly licensed personnel and support staff.

ARTICLE IV: ENFORCEMENT

A. Investigations and Inspections.

The Fire Official shall conduct investigations and inspections or supervise personnel in making same and inform the Provider and Recipient regarding any violation of statutes and/or related local ordinances related to the New Jersey Uniform Fire Code in their respective municipalities.

B. Coordination with Municipal Attorneys.

The Fire Official shall provide the Provider and Recipient with evidence of violations and assist the appropriate municipal attorney(s) in obtaining compliance and enforcing compliance with the law. Each municipality shall be solely responsible for its own enforcement actions. The sole cost of enforcement activities including but not limited to legal actions and collection of any fines and/or penalties assessed as the result of a legal action shall be borne solely by the municipality within which the violation occurred. The Fire Official and/or Bureau of Fire Prevention personnel shall make themselves available to testify and provide documentation in support of the investigation they have undertaken, including the results of the investigation.

C. Violations.

The Fire Official and/or appropriate inspectors shall have the power to issue notices and summonses for violations on behalf of the Provider and the Recipient.

ARTICLE V: PROPERTY AND EQUIPMENT

A. Costs.

During the life of this Agreement, the costs of all equipment and/or vehicles acquired specifically for the Township of Mount Olive's Bureau of Fire Prevention shall be the responsibility of the Provider.

ARTICLE VI: PAYMENTS AND COMPENSATION

A. Permit and Inspection Fees

All inspection fees, permit fees and other fees collected by personnel on behalf of the Provider for services rendered in the Township of Allamuchy shall be retained by the Provider and reflected in separate accounting. Collection of such fees shall be the responsibility of the Provider. Staff personnel of the Provider shall cause all checks for permits and/or inspections performed in the Township of Allamuchy to be issued to the Provider. Said checks shall be promptly deposited and reflected in a separate accounting detailing the transaction. The Provider shall charge fees per the uniform schedule established by ordinance, subject to approval by the Recipient which shall not be unreasonably withheld. Any proposed changes to the fee structure shall be first provided to the Recipient fourteen (14) days in advance of final adoption. Quarterly reports of revenues received by the Provider for the Recipient shall be provided to the Recipient.

B. Fees for Services

Pursuant to N.J.A.C. 5:71-2.6(b), the Provider shall collect and retain all fees associated with the scope of services provided to the Township of Allamuchy and shall retain such fees in lieu of direct payment for services. There will be no other compensation required of the Recipient for the services outlined in this Agreement.

ARTICLE VII: INSURANCE REQUIREMENTS

A. Provider to maintain adequate insurance.

The Provider shall maintain in full force and effect during the term of this Agreement, worker's compensation, general liability and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein.

ARTICLE VIII: DURATION OF CONTRACT AND TERMINATION.

A. Term.

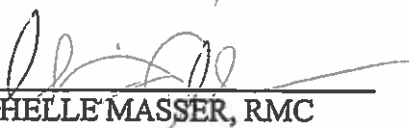
The term of the Agreement shall be for two (2) years beginning on January 1, 2018 and ending on December 31, 2019.

B. Termination.


Either party may terminate this Agreement upon ninety (90) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

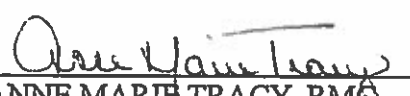
ATTEST: 12/19/17


MICHELLE MASSER, RMC
Clerk

TOWNSHIP OF MOUNT OLIVE


ROB GREENBAUM
Mayor

ATTEST:


ANNE MARIE TRACY, RMC
Clerk

TOWNSHIP OF ALLAMUCHY


KEITH DETOMBEUR
Mayor