

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: HARDYSTON TOWNSHIP COUNTY: SUSSEX

RECIPIENT: TOWNSHIP OF ANDOVER COUNTY: SUSSEX

BRIEF DESCRIPTION OF SERVICE:

LAND USE ADMINISTRATION SERVICES

EFFECTIVE DATE: JANUARY 1, 2016

EXPIRATION DATE: DECEMBER 31, 2016

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.

INTERLOCAL SERVICE AGREEMENT

THIS AGREEMENT, entered into on this 8th day of February, 2016, by and between the TOWNSHIP OF HARDYSTON, a municipal corporation of the State of New Jersey, hereinafter referred to as "PROVIDER", and the TOWNSHIP OF ANDOVER, a municipal corporation of the State of New Jersey, hereinafter referred to as "RECIPIENT."

WITNESSETH that the Provider and the Recipient, for the consideration hereinafter named, agree as follows:

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Agent

1. The Provider is hereby designated the agent of the Recipient to furnish it with certain land use administration services as described below.
2. Additional municipalities may be added as new participants to the Regional Planning Department, said addition to be done by amendment to the existing agreement.

B. Responsibility

At all times, the Provider shall maintain responsibility for and control over any personnel hired to operate the Department. All citizen inquiries and complaint resolution shall be handled through the Provider. The Township Manager of the Provider shall handle any public complaints involving Department staff.

C. Supervision and Direction of Staff

The Land Use Administrator/Board Secretary, furnished by the Provider, shall be responsible for the operation and supervision of the Land Use Office and shall direct and supervise all day-to-day activities of the Department.

D. Designation as Secretary to the Land Use Board

The Land Use Administrator, furnished by the Provider, shall be designated by the Recipient as Secretary to the Land Use Board.

ARTICLE II: ACTIVITIES

A. Services to be Performed

1. Administrative and clerical services will be performed by the Land Use Administrator to the Land Use Department. These specific services to be supplied by the Provider, are delineated in the work descriptions attached as Addendum A of this document. The Land Use Administrator will maintain offices in both the Provider and Recipient's municipal building. Staff will be available either in person or by telephone Monday through Friday from 8:30 a.m. to 4:30 p.m.
2. The preparation and submission of the Recipient's annual Council on Affordable Housing monitoring report shall be prepared by the Provider's in-house planner on behalf of the Recipient. The Provider's in-house planner shall coordinate with the Recipient's planner and affordable housing developers to obtain necessary documentation with which to submit a complete report in a timely manner. In order to comply with State of New Jersey regulations, the Recipient will need to designate the Provider's planner as their Municipal Housing Liaison by resolution.

B. Maintenance of Records

The Land Use Administrator shall be responsible for the maintenance of Recipient's records at the Recipient's building.

ARTICLE III: EXCLUDED ACTIVITIES

The following are specifically excluded from this agreement:

Zoning Officer - Each municipality shall make provisions, either jointly or separately, for the employment of an individual to handle the duties and responsibilities of Zoning Officer for their respective jurisdictions.

ARTICLE IV: EMPLOYEES

A. Staffing Pattern

1. The following shall constitute the staffing pattern for the Planning & Community Development Department:
 - a. One full-time Land Use Administrator
 - b. Professional planning services relating to the filing of the Recipient's annual affordable housing monitoring report

2. Adjustments and Considerations.

- a. After initial staffing patterns have been approved upon execution of the agreement, if additional personnel are deemed necessary in order to operate the department in the future, said addition shall be done by amendment to the existing agreement. Adequate notice shall be given prior to the next budget year for all participating municipalities and any future amendments will require the consent of both Recipient and Provider.

ARTICLE V: REPORTS & MEETINGS

A. Reports

1. Quarterly: The Land Use Administrator shall furnish the Provider and the Recipient with a written report at least once per quarter. The form of the report shall be determined by the Hardyston Township Manager and the Andover Township Administrator/Clerk.
2. Annual. The Land Use Administrator shall furnish the Provider and the Recipient with an annual report of department activity. The form of report shall be determined by the Hardyston Township Manager and the Andover Township Administrator/Clerk.

B. Meetings

1. The Land Use Administrator shall attend all meetings of the Planning Board and Zoning Boards of Hardyston Township and all meetings of the Andover Land Use Board.
2. In addition, duly authorized representatives of the Provider and the Recipient shall meet together at least semi-annually. Discussions shall cover mutual problems, needs, objectives, and evaluations of accomplishments.

ARTICLE VI: FEES

A. Retention

All application fees and other fees collected by the Planning & Community Development Department shall be retained by the respective municipality of jurisdiction for said application.

B. Collection

Collection of fees shall be the responsibility of the Provider. The Land Use Administrator shall comply with State requirements for deposit of public funds collected by a municipality, after which appropriate action will be taken to the appropriate municipal treasurer.

ARTICLE VII: PROPERTY ARRANGEMENTS

The Land Use Administrator will utilize a laptop computer, purchased and owned by the Provider, during the term of the contract. Each individual party will be responsible to provide a docking station, keyboard and appropriate monitor at their municipal land use office for use with the Land Use Administrator's laptop. Thereafter, any upgrade or replacement of the said laptop will be the responsibility of the Provider; however, any additional supplies or capital purchases that need to be made to support either land use office, shall be the responsibility of the benefiting municipality. Additionally any software costs for new systems or upgrades shall be the responsibility of the benefiting municipality.

ARTICLE VIII: FINANCIAL TERMS

Payment from Recipient to Provider for Land Use Administration Services:

January 1, 2016 – December 31, 2016: \$43,251 (represents 1% increase)

Presently the Provider's employee, who will serve in the role of Land Use Administrator, is enrolled and receives parent/child health benefit coverage. Should the existing employee or a future employee serving as the land use administrator elect to increase their coverage to include a spouse, the net cost differential shall be shared between the Provider and the Recipient and the annual contract amount due shall be adjusted accordingly without further amendment to the agreement.

Payment from Recipient to Provider for Planning Services Relative to Affordable Housing Report Preparation and Filing:

January 1, 2016 – December 31, 2016: \$1,500

Payments by the Recipient to the Provider shall be made in four equal quarterly payments on March 1, June 1, September 1 and December 1.

ARTICLE IX: DURATION OF CONTRACT, TERMINATION OF CONTRACT,
INSURANCE INDEMNIFICATION AND TERMS OF AMENDMENT

A. Duration

Duration of this agreement shall be for the period January 1, 2016 through December 31, 2016.

B. Termination

Either party may terminate this agreement by giving six (6) months notice in writing, delivered to the Provider at the Hardyston Municipal Building or to the Recipient at the Andover Township Municipal Building.

C. Insurance: Indemnification

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. The Recipient shall be named as an additional insured for general liability, providing same is authorized by Statewide Insurance Fund.

The Township of Andover agrees that it shall indemnify and hold the Township of Hardyston harmless from any and all liability and claims for damages or injury caused by or resulting from the negligent acts, errors or omissions of the Township of Andover or its agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement and the Township of Hardyston agrees that it shall indemnify and hold the Township of Andover harmless from any and all liability and claims for damages or injury caused by or resulting from the negligent acts, errors or omissions of the Township of Hardyston or the Township's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement.

C. Amendment

**LAND USE ADMINISTRATOR/LAND USE BOARD
SECRETARY**

SPECIFIC RESPONSIBILITIES:

1. Review land use applications for administrative completeness.
2. Attend planning and zoning meetings and prepare minutes of all planning & zoning board meetings.
3. Establish meeting agendas.
4. Prepare meeting packets for Board members.
5. Custodial responsibility for all fees and escrow coming into the department, prepares bill lists for approval by the Board and maintains department escrow accounts.
6. Assists with the follow-up work after meetings including:
 - a. Sending out copies of adopted resolutions to departments and applicants/
 - b. Submission of notice of action taken to the newspaper/
 - c. Preparation of escrow report to facilitate the payment of approved bills.
7. Forwards copies of minutes to Township Council and officials and post to municipal websites.
8. Addresses and fulfill all OPRA requests relating to the department and assists the public with the viewing of requested public land use documents.
9. Monitors and facilitates deed reviews and post approval processes in order to finalize and close-out application files.
10. Responsible for the maintenance and organization of land use department files from the date of the contract forward. Organization of archival records shall be the responsibility of the Recipient relative to additional manpower needs to create a uniformed filing system for archival records. Land Use Administrator shall assist with the development of an organization plan for the office and archival filing.
11. Maintains supply of land use applications available for the public.
12. Any and all other reasonable clerical tasks found to be necessary by the Land Use Board in the course of providing land use services to the municipality.
13. The Land Use Administrator will have schedule hours at each office two full days per week each week (generally Mondays and Tuesdays in Andover and Wednesdays and Thursdays in Hardyston – with some minor exceptions). The fifth day of each week will be at the discretion of the Land Use Administrator as to which office is in the most need of additional attention that week, however, he/she will make ever effort to work in each of the municipalities 2 times during the 5th day of the week each month.

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduce to writing, executed by the chief administrative official of each municipality or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

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

THE TOWNSHIP OF HARDYSTON

Attest:

Joseph L. Hamilton
Mayor

THE TOWNSHIP OF ANDOVER

Attest:

Diana Francisco
Diana Francisco, RMC/CHR

Dolores Blackburn
Mayor *Dolores Blackburn*