

RESOLUTION 15-51-232

**AUTHORIZING A SHARED SERVICES AGREEMENT FOR UNIFORM
CONSTRUCTION CODE CONFLICT INSPECTION SERVICES**

This Agreement for the provision of Uniform Construction Code conflict inspections is made as of this 10th day of Sept, 2015, by and between the City of Sea Isle City, a New Jersey Municipal Corporation, the mailing address for which is 4501 Park Road, Sea Isle City, NJ 08243, (hereinafter "Sea Isle City") and the City of Ocean City, a New Jersey Municipal Corporation, the mailing address for which is 861 Asbury Avenue, Ocean City, NJ 08226, (hereinafter "Ocean City) and the parties state:

WHEREAS, Ocean City has a need for sub-code inspection services for projects in which a conflict prevents its own employees from performing necessary inspections; and,

WHEREAS, Sea Isle City has the ability to provide inspections by qualified sub-code officials upon the request of Ocean City; and,

WHEREAS, Ocean City and Sea Isle City agree that such conflict inspection services can be provided by Sea Isle City on a limited basis; and,

WHEREAS, Ocean City and Sea Isle City agree that the cost of such services to be paid by Ocean City to Sea Isle City shall be determined by the level of involvement required by each particular project;

WHEREAS, it is in the mutual interests of the cities of Ocean City and Sea Isle City to maintain a cooperative relationship and assist each other when possible;

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq. permits local units to enter into an agreement to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, and the City of City of Sea Isle City and the City of Ocean City desire to do same; and,

WHEREAS, sub-code inspection services are services which both Ocean City and Sea Isle City are empowered to provide or receive within their own respective jurisdictions.

NOW, THEREFORE, the City of City of Sea Isle City and the City of Ocean City hereby agree as follows:

SECTION 1.

The above recitals are incorporated herein and made a part hereof.

SECTION 2.

Sea Isle City will provide Uniform Construction Code plumbing sub-code services to Ocean City in order to accomplish the provision of such services in instances where a conflict exists preventing the provision of such services by Ocean City's construction office; and as requested by Ocean City from time to time to provide for timely sub-code services. The following are general procedures to be followed for provision of plumbing sub-code services by Sea Isle City to Ocean City:

1. The Ocean City construction office will notify the Sea Isle City plumbing sub-code official upon receipt of permit application requiring plumbing sub-code review.

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2. The Sea Isle City sub-code official will coordinate directly with the Ocean City Construction Office to arrange for plan review. The sub-code official will coordinate with applicants for plan related issues and inspections.
3. Upon satisfactory completion of sub-code work, the Sea Isle City plumbing sub-code official will provide required documentation to the Ocean City Construction Office for sign-off by the Ocean City construction official.
4. All UCC fees to be handled by the Ocean City Construction Office.
5. The sub-code official will provide time sheets weekly to Sea Isle City.

Sea Isle City will invoice Ocean City quarterly for cost of services provided, at the rate of \$50/hr.

SECTION 3. EFFECTIVE DATE, DURATION OF CONTRACT, AMENDMENT AND TERMINATION

A. Effective Date

This Agreement shall become effective and binding upon passage of a resolution by the governing body of each of the municipalities party to this agreement accepting and the agreement and authorizing its execution.

B. Duration

This Agreement shall remain in effect for the balance of 2015 and terminate December 31, 2016.

C. Amendment

This Agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Business Administrator of each party and specifies the date the provisions of such amendment shall be effective.

D. Termination

Either participating municipality may terminate its participation herein by providing written notice to the other party. Upon termination, all fees incurred by Ocean City hereunder shall be paid in full.

SECTION 4. CONSTRUCTION OF THIS AGREEMENT; VENUE

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the Laws of the State of New Jersey. The Parties agree that any litigation which may ensue shall be instituted in the Superior Court of the State of New Jersey venued in Cape May County.

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SECTION 5. DISPUTE RESOLUTION

The parties agree to work as partners in effecting the purposes of this agreement and to attempt to resolve any dispute that may arise during the course of this joint undertaking by way of mediation with the use of a mutually agreeable mediator, with each party being responsible for its own costs and fees and equally sharing the cost and fees of the mediator.

SECTION 6. SEVERABILITY

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have rendered.

SECTION 7. NOTICES

Any notices issued under or pursuant to this agreement shall be effective upon receipt by the party's respective City Clerks, with copy to the party's respective City Solicitors, at the following addresses:

City of Ocean City:

Clerk, City of Ocean City
 861 Asbury Ave.
 Ocean City, NJ 08226

Dorothy McCrosson, Esq.
 Solicitor, City of Ocean City
 200 Asbury Ave.
 Ocean City, NJ 08226


City of Sea Isle City:


Clerk, City of Sea Isle City
 4400 New Jersey Ave.
 City of Sea Isle City, NJ 08260

Paul J. Baldini, Esq.
 Solicitor, City of Sea Isle City
 8405 E. Landis Ave.
 Sea Isle City, NJ 08243


SIGNATURES:

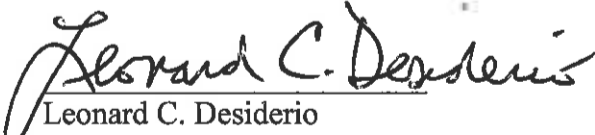
The City of Ocean City



 Linda P. MacIntyre, RMC
 City Clerk


 Jay A. Gillian
 Mayor

The City of Sea Isle City


 Cindy Griffith, RMC
 City Clerk


 Leonard C. Desiderio
 Mayor


 Keith P. Hartzell
 Council President

Offered by **COUNCILMAN DEVLIEGER** Seconded by **COUNCILMAN MCCLELLAN**

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of

said Council duly held on the **10TH** day of **SEPTEMBER** 2015

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto			X	
DeVlieger	X			
Guinasso	X			
Hartzell	X			
Madden	X			
McClellan	X			
Wilson	X			


 Linda P. MacIntyre
 City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF LAW

Memo

DATE: September 4, 2015
TO: City Council
FROM: Dorothy F. McCrosson, Esquire
RE: Resolution Authorizing Shared Services Agreement With Sea Isle City For
Conflict Sub-Code Inspections

The attached Resolution would authorize the Administration to enter into a Shared Services Agreement with Sea Isle City pursuant to which Sea Isle City would provide conflict plumbing sub-code inspections. The Resolution sets forth the procedure for these inspections and sets the compensation therefor at a rate of \$50/hour.



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AMERICA'S GREATEST FAMILY RESORT

OFFICE OF CITY CLERK

September 16, 2015

SEP 16 2015

Cindy Griffith, City Clerk
City of Sea Isle City
4416 Landis Avenue
Sea Isle City, NJ 08243

Dear Cindy:

Enclosed is a copy of the signed resolution agreement for shared services. Please sign and return the original last page back to me for our files. Thank you!

Sincerely,

A handwritten signature in blue ink that reads "Linda".

Linda P. MacIntyre
City Clerk

Enclosure