

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Stafford Township COUNTY: Ocean

RECIPIENT: Eagleswood Township COUNTY: Ocean

**BRIEF DESCRIPTION OF SERVICE:**

Construction Inspection Services

EFFECTIVE DATE: August 7, 2016

EXPIRATION DATE: January 1, 2017

ESTIMATED COST SAVINGS

TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT Wages, Pension and Benefits for Ship Bottom to hire its own staff;

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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.

**RESOLUTION NO. 170-16**

**RESOLUTION OF THE TOWNSHIP OF STAFFORD, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF AN INTERLOCAL GOVERNMENT SERVICES AGREEMENT WITH THE TOWNSHIP OF EAGLESWOOD FOR CONSTRUCTION INSPECTION SERVICES**

**WHEREAS**, the Interlocal Services Act, N.J.S.A. 40:8a-1 *et seq.* authorizes the Township of Safford to enter into a contract for the provision of certain governmental services with the Township of Eagleswood; and

**WHEREAS**, N.J.S.A. 40:8A-4 requires such a contract to be authorized by resolution or ordinance; and

**WHEREAS**, the Interlocal Agreement will expire August 6<sup>th</sup> 2016.

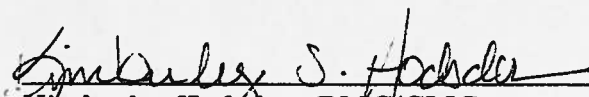
**WHEREAS**, it is the desire of the Governing Body to authorize the execution of an interlocal government services agreement with the Township of Eagleswood for construction inspection services, commencing August 7, 2016 and ending on January 1, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the Township of Stafford, County of Ocean, State of New Jersey, as follows:

1. That the Mayor and Municipal Clerk are hereby authorized to execute an interlocal government services agreement with the Township of Eagleswood for building inspection services in accordance with the provisions of law. A copy of said agreement is attached hereto and made a part hereof as Schedule A.
2. That a copy of the agreement referenced herein shall be kept on file and made available for public inspection at the Municipal Clerk's office during normal business hours.

**CERTIFICATION**

I, **Kimberley S. Hodsdon**, Municipal Clerk of the Township of Stafford, do hereby certify that the foregoing Resolution was duly adopted by the Stafford Township Council at a meeting held on the 19<sup>th</sup> of July, 2016.

  
**Kimberley Hodsdon, RMC/CMC**  
Municipal Clerk

## AGREEMENT

**THIS AGREEMENT** made this 19<sup>th</sup> day of July, 2016, by and between the **TOWNSHIP OF STAFFORD**, a municipal corporation of the State of New Jersey, having its principal offices located at 260 East Bay Avenue, Manahawkin, New Jersey, hereinafter referred to as "Stafford" and the **TOWNSHIP OF EAGLESWOOD**, a municipal corporation of the State of New Jersey, having its principal offices located at 146 Division Street, West Creek, New Jersey, hereinafter referred to as "Eagleswood."

### **WITNESSETH:**

**WHEREAS** Eagleswood is in need of construction services; and

**WHEREAS** Stafford has a building inspection department; and

**WHEREAS** N.J.S.A. 40A:65-1 et seq., authorizes Shared Service Agreements for services between public entities;

**WHEREAS** Eagleswood wishes to retain the services of Stafford for construction inspection services.

**WHEREAS** Eagleswood wishes to retain the services of Stafford for building inspection services.

**NOW THEREFORE, BE IT AGREED** between the parties as follows:

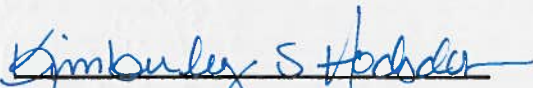
1. Stafford shall provide construction inspection services for the residents of Eagleswood. The term of this Agreement will commence on August 7<sup>th</sup> 2016 and terminating on January 1<sup>st</sup> 2017.
2. Either public entity named in this Agreement may terminate this Agreement upon filling sixty (60) days written notice to the other public entity named in this Agreement.
3. This Agreement remains in effect on a month-to-month basis (if after the termination date) until renewed or terminated by either party.
4. Stafford shall accept construction permit applications for Eagleswood residence at the Stafford Building Inspection Department offices located at 260 East Bay Avenue, Manahawkin, during any and all normal business hours (Monday through Friday, 8:00 a.m. to 4:30 p.m.)

5. **Stafford shall provide construction inspection services for new construction, renovations, and housing inspections for change of ownership for resales. Stafford shall provide housing inspections for change of occupancy for rentals.**
6. **Stafford shall administer and enforce the construction inspection services pursuant to all state, county, and Eagleswood Township regulations.**
7. **Eagleswood residents shall have access to the Construction Code Official or any of the Township Inspectors during their normal hours of availability or by appointment.**
8. **Inspections shall be provided on an as needed basis Monday through Friday.**
9. **All active files shall be maintained by Stafford until a final Certificate of Occupancy or Certificate of Approval is issued at which time the file shall be turned over to Eagleswood for storage.**
10. **Eagleswood residents shall be responsible to pay the construction inspection fees as outlined in the Stafford Township Code.**
11. **Stafford shall retain all fees collected for all construction permits issued to Eagleswood residents.**
12. **Stafford shall provide all clerical services necessary to undertake the construction inspection services provided to Eagleswood.**
13. **All New Jersey Department of Community Affairs reporting requirements shall be the responsibility of Stafford.**
14. **Monthly, quarterly and annual reports, as requested, shall be provided to Eagleswood.**
15. **It is understood and agreed that any enforcement of violations of the Eagleswood Township Building and Construction Codes shall be prosecuted by the Prosecutor at Eagleswood's expense, by filing of the appropriate complaint with Municipal Court, if deemed necessary.**


16. All contracts which need to be made by Eagleswood to Stafford shall be made through the Stafford Township Administrator's Office.
17. In the event any portion of this Agreement is deemed to be invalid by a court of competent jurisdiction, or by the New Jersey Department of Community Affairs, or proved otherwise unenforceable, it is agreed between the parties, pursuant to the provision of N.J.A.C. 5:23-4.6(b)(4) that on an interim or emergency basis, Stafford shall continue to enforce and administer for Eagleswood its Building and Construction Code, in accordance with the intent of this Agreement.
18. The Parties to this Agreement do hereby stipulate the information contained in N.J.A.C. 5:23-4.7(b) and 4.8(a).

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first written above.

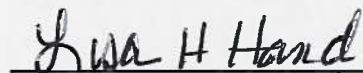
**WITNESS & ATTEST:**

  
\_\_\_\_\_  
Kimberley Hodson  
Municipal Clerk


**TOWNSHIP OF STAFFORD**

By   
\_\_\_\_\_  
John R. Spodofora  
Mayor

**WITNESS & ATTEST:**

  
\_\_\_\_\_  
Lisa H. Hand, RMC  
Acting Municipal Clerk

**TOWNSHIP OF EAGLESWOOD**

By   
\_\_\_\_\_  
Michael J. Pasternak  
Mayor

## RESOLUTION AFFIRMATION #170-16

Recorded Vote:	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Fessler			✓			
Jeffries						✓
Marchal			✓			
McKenna	✓		✓			
Smith		✓				
Taylor			✓			
Spodofora			✓			

**Distribution:**

Administration \_\_\_\_\_

Planning / Zoning \_\_\_\_\_

Animal Control \_\_\_\_\_

Police \_\_\_\_\_

CFO \_\_\_\_\_

Purchasing \_\_\_\_\_

Construction/Code 7/22/16

Recreation \_\_\_\_\_

Court \_\_\_\_\_

Tax Assessor \_\_\_\_\_

DPW \_\_\_\_\_

Tax Collector \_\_\_\_\_

Fire Dept. \_\_\_\_\_

W/S Utility \_\_\_\_\_

I.T. \_\_\_\_\_

Other/outside agencies Eagleswood Twp.  
(list) \_\_\_\_\_

7/19/16  
Date of Adoption

Kimberley S. Hodsdon, RMC  
Municipal Clerk