

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: WEST AMWELL TOWNSHIP COUNTY: HUNTERDON

RECIPIENT: EAST AMWELL TOWNSHIP COUNTY: HUNTERDON

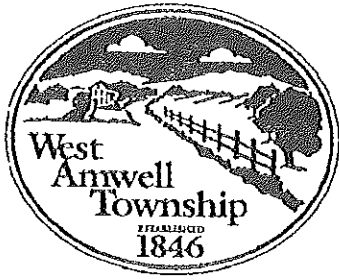
BRIEF DESCRIPTION OF SERVICE:

Construction Office Services

EFFECTIVE DATE: January 1, 2015

EXPIRATION DATE: December 31, 2018

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.



West Amwell Township
150 Rocktown-Lamb. Road, Lambertville, New Jersey 08530-3203
(609) 397-2054 (609) 397-8634 FAX
www.westamwelltp.org

RESOLUTION #170-2014

Authorizing a Shared Services Agreement for Construction Office Services

WHEREAS, the municipality of West Amwell Township has proposed to provide Construction Office services for the municipality of East Amwell; and

WHEREAS, shared services are authorized by N.J.S.A. 40A:65-1, et seq; and,

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of West Amwell, County of Hunterdon and State of New Jersey, that the Mayor and Clerk are authorized to sign the Shared Services Agreement for Construction Office services as presented under the terms and conditions agreed to by the signatories.

BE IT FURTHER RESOLVED that the terms of the Shared Services Agreement shall be 4 years, beginning on or about January 1, 2015

BE IT FURTHER RESOLVED that a copy of this Resolution and the executed Shared Services Agreement be forwarded to the Department of Community Affairs.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the West Amwell Township Committee a regular meeting held December 1, 2014.

Lora L. Olsen, RMC
Township Clerk

CONSTRUCTION DEPARTMENT
SHARED SERVICES AGREEMENT
BETWEEN
THE TOWNSHIP OF WEST AMWELL
AND
THE TOWNSHIP OF EAST AMWELL

THIS AGREEMENT is entered the latter of the dates on the signature page by and between

THE TOWNSHIP OF WEST AMWELL, a municipal corporation of the State of New Jersey, referred to as "Provider"; and

THE TOWNSHIP OF EAST AMWELL, a municipal corporation of the State of New Jersey, referred to as "Recipient"; and

WITNESSETH, that the Provider and the Recipient agree as follows:

ARTICLE I: SCOPE OF SERVICES

A. Code Administration and Enforcement Services

1. The Provider agrees to provide facilities, personnel and services necessary to furnish to Recipient Code Administration and Enforcement services pursuant to the Uniform Construction Code, N.J.A.C. 5:23-1 et seq. and its Subcodes through Provider's Construction Department ("the Department") pursuant to the terms of this Agreement.
2. The Provider may contract with additional municipalities as new recipients at the sole discretion of the Provider. The addition of new participants shall not affect the level of services being provided to Recipient.

B. Responsibility, Insurance, Indemnification

1. At all times, the Provider shall maintain responsibility for and control over the personnel it hires to operate the Department. All citizen inquiries and complaint resolutions shall be handled through the Provider. The Provider and/or the Department of Community Affairs, as appropriate, shall handle any citizen complaints involving the Construction Code Official and Staff.

The Provider, as needed and appropriate, shall inform and advise the Recipient of citizen's inquiries and complaints and any actions taken to address same.

2. All property, liability, auto liability and workers compensation claims, and any other claims arising out of services provided to Recipient by Provider, shall be the responsibility of the Provider regardless of where the incident that caused the claim arises. Provider shall provide to the Recipient appropriate proof of insurance

coverage at the level of coverage of the Provider naming Recipient as a named insured.

3. The Provider shall indemnify and hold harmless the Recipient from any and all payments, expenses, costs, attorneys' fees, and from and for any and all claims and liability for losses or damage to property or injuries to persons occurring wholly or in part by or resulting from any acts or omissions by the Provider, its agents, employees, guests, licensees, invitees or assignees, or for any cause or reason whatsoever arising out of the Provider's performance of or failure to perform any covenant required to be performed herein.

The Recipient shall indemnify and hold harmless the Provider from any and all payments, expenses, costs, attorneys' fees, and from and for any and all claims and liability for losses or damage to property or injuries to persons occurring wholly or in part by or resulting from any acts or omissions by the Recipient, its agents, employees, guests, licensees, invitees or assignees, or for any cause or reason whatsoever arising out of the Recipient's failure to perform any covenant it is required to perform pursuant to this Agreement. Recipient shall provide appropriate proof of insurance coverage at the level of coverage of the Recipient to the Provider naming Provider as a named insured.

4. The Recipient shall be responsible for conducting zoning reviews and/or providing zoning approvals for property located within the Recipient's borders, where required, prior to the issuance of any permit.

C. Supervision and Director of Staff.

1. The Provider shall establish office hours for the operation of the Department. The hours for the Recipient shall be the same as the Provider.

2. The Construction Code Official, furnished by the Provider, shall be responsible for the operation and supervision of the Department and shall direct and supervise all activities and employees of the Department.

3. The staff furnished by the Provider shall be properly licensed code enforcement or subcode officials and/or inspectors as appropriate.

4. Provider shall furnish appropriate clerical support staff necessary to provide the services contemplated by this Agreement, as determined by the governing body of the Provider in conjunction with the Provider's and Construction Code Official.

D. Designation as Code Officials and Inspectors.

Provider shall designate the Code and Subcode Officials, as well as the Inspectors, for the enforcement of the State Uniform Construction Code for the Recipient. All Code, Subcode Officials and Inspectors shall be duly licensed by the New Jersey Department of Community Affairs, Division of Codes and Standards.

ARTICLE II: ACTIVITIES

A. Services to be Performed

The following officials as designated by Provider shall provide Code Administrative and Enforcement services to the Recipient consistent with their positions:

1. Construction Official
2. Building Subcode Official
3. Plumbing Subcode Official
4. Electrical Subcode Official
5. Fire Subcode Official

The above officials shall be employees of the Provider regardless of the location where services are provided and paid pursuant to the Provider's salary ordinance and resolution.

B. Hours of Operation

1. The Construction Official and Subcode Officials shall be available for consultation with the public during scheduled times to be determined by the Construction Official. The hours shall be set in such a manner as to provide the public with reasonable access to the various officials.

2. At the minimum, the Department shall be open during normal business hours of twenty (20) hours per week. Clerical employees of the Provider will be available to the public during this workweek. Inspectors will be available by appointment.

C. Place of Operation

1. Business for the Department shall be conducted by the Construction Official and Subcode Officials at the Provider's offices at 150 Rocktown-Lambertville Road, West Amwell Township.

2. It shall be the responsibility of the Recipient to inform and advise its residents and others in need of Code Administration and Enforcement Services that such services are provided through the Department of the Provider.

D. Maintenance of Records

1. The appropriate Officials and Inspectors supplied by Provider pursuant to the Terms of this Agreement shall maintain documented records of activity on forms approved by the Construction 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 will be submitted to the Provider for approval unless standard forms are required by the New Jersey Department of Community Affairs.

The Provider will solicit input from duly designated representatives of the Recipient when approving the format of forms, stationery and related items to the extent such documents are not standard forms required by the New Jersey Department of Community Affairs.

2. All active files, records and support documentation shall be maintained on file in the offices of the Provider.

3. When files, records and support documentation of the Recipient are closed from active status, the materials shall be transported to the offices of the Recipient. The transporting of records and materials shall be done on at least a monthly basis. The Provider and Recipient shall share the responsibility for this to be accomplished.

4. Provider shall cooperate with Recipient's Municipal Clerk to provide on a timely basis information responsive to requests received by Recipient pursuant to the Open Public Records Act (OPRA requests).

ARTICLE III: EMPLOYEES AND STAFFING

A. Employment Relationship

Provider shall be designated as the primary employer of the officials and support staff providing Code Administration and Enforcement Services pursuant to this Agreement and such officials and support staff shall not be considered employees of Recipient regardless of where their work is performed.

B. Licensed Personnel and Staff

1. The Provider shall furnish duly licensed personnel and support staff necessary to provide the services contemplated by this Agreement.

2. The Provider may employ subcontractors and/or contract with third party entities, to supply any Uniform Construction Code services for which the Provider does not have qualified in-staff personnel. There will be no additional cost to the Recipient, if such services are contracted for by the Provider.

ARTICLE IV: ENFORCEMENT

A. Investigations and Inspections

The Construction 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 Uniform Construction Code in their respective municipalities.

B. Coordination with Municipal Attorneys

The Construction 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. At no additional cost to the Recipient, the

Construction Official and/or Construction Department 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 Construction Official and/or appropriate Subcode Official or Inspector shall have the power to issue notices and summonses for violations on behalf of the Provider and the Recipient.

ARTICLE V: REPORTS AND MEETINGS

A. Reports

1. Monthly: The Construction Official shall furnish the Provider and the Recipient with a written report at least once a month. The report shall itemize all activities of the Construction Department to each municipality and make suggestions for improvement of construction code enforcement services in each municipality.

2. Annual: The Construction Official shall furnish the Provider and the Recipient with an annual report of activities for each respective municipality. The Recipient shall be responsible for submission of the required annual UCC report for its activities to the Department of Community Affairs

3. Periodic: Periodic reporting of activities shall be made by the Construction Official, upon request by the Provider and/or the Recipient.

B. Meetings

Provider shall be available to meet and/or discuss with the representatives of the Recipient as necessary the services being rendered pursuant to this Agreement. Discussions will cover mutual problems and needs, objectives, complaints and an evaluation of accomplishments.

ARTICLE VI: FEES

A. Retention

All license fees, permit fees, penalties, fines and other fees collected by the Construction Department on behalf of the Recipient shall be retained by the Provider as full payment for the services rendered to Recipient pursuant to the terms of this Agreement.

B. Collection

Collection of fees shall be the responsibility of the Provider. Fees collected on behalf of the Recipient shall be accounted for separately. Staff personnel of the Construction Department shall comply with the applicable requirements for deposit of public funds collected by a municipality, after which appropriate action will be taken to distribute the fees to the municipal treasurer of the Provider on a monthly basis. Monthly reports of revenues received shall be provided to each municipality.

C. Establishment of Fee Schedule

The Provider and the Recipient shall develop a uniform fee schedule as required by N.J.A.C. 5:23-4.17(e).

ARTICLE VII: DURATION OF CONTRACT, TERMINATION, AMENDMENT & INTERPRETATION

A. Duration

Duration of the agreement shall be for a period of four (4) years, as provided for by N.J.A.C. 5:23-4.6, beginning on or about January 1, 2015, and terminating on December 31, 2018.

B. Termination

Notwithstanding any other terms or provisions herein to the contrary, the Provider or Recipient may terminate its participation in this Agreement on December 31st of any calendar year during the life of the Agreement, by providing written notice to the other on or before October 1.

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 Chief Executive Officer of each municipality or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

D. Interpretation

Any questions or disputes regarding proper interpretation of the terms of the agreement shall be first be referred to the Provider and the Administrator of the Recipient for resolution. If no resolution is reached, the question or dispute shall be presented to the Mayor of the Provider and the Mayor of the Recipient who, in consultation with their respective Township Committees, shall meet to attempt to resolve the dispute. In the event that the Mayors are unable to resolve the dispute, either party may terminate its participation in this Agreement as provided for in Article VII, Section B or file an action in a court of competent jurisdiction with venue in Hunterdon County. Each party shall bear its own cost of any litigation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

Attest:

Barbara Olsen

TOWNSHIP OF WEST AMWELL

George A. Fisher

By: George A. Fisher, Mayor

Dated: 11-10-2014

Attest:

Samela Dymek

TOWNSHIP OF EAST AMWELL

Dart Sageser

By: Dart Sageser, Mayor

Dated: 11/13/14