

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: City of Long Branch COUNTY: Monmouth

RECIPIENT: Borough of Oceanport COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

Fire Prevention Services

EFFECTIVE DATE: 1/10/2017

EXPIRATION DATE: 12/31/2019

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.

**SHARED SERVICE AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND THE
BOROUGH OF OCEANPORT FOR FIRE PREVENTION SERVICES**

THIS AGREEMENT made the 10th day of January, 2017 by and between the **CITY OF LONG BRANCH** and the **BOROUGH OF OCEANPORT**,

WITNESSETH

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et se. authorizes municipalities to contract with each other for shared services.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

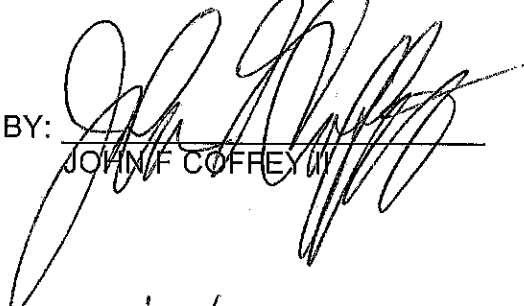
1. **Nature and Extent of Services:** The City of Long Branch under the auspices of the of the Office of the Fire Marshal will provide fire prevention inspection services for the Borough of Oceanport in accordance with N.J. A.C. 5:70-1.1 (a), et. seq. of the New Jersey Uniform Fire Code and Borough of Oceanport Ordinance 223, including but not limited to inspections, re-inspections, issuances of permits, collection of fees and fines, administration of Rapid Entry System and provide fire prevention education in school program,
2. **Consideration:** In consideration for services to be rendered by the City of Long Branch on behalf of the Borough of Oceanport the annual fee shall be Six Thousand (\$6,000.00) Dollars per year for one year or all fees, local and life hazard use rebates, permit fees and other funds collected under the direction of the Uniform Fire Code, whichever is greater. An annual report on the monies collected shall be provided by January 30th for the previous year.
3. **Duration of the Contract:** The term of this agreement shall be for three (3) years with the stipulation that either party may withdraw from this agreement at the end of any calendar year provided it gives thirty (30) days written notice to the other party. The City of Long Branch reserves the right to terminate this agreement at any time if the Borough of Oceanport falls to pay it share for services rendered. This agreement will go into effect on January 1, 2017 through December 31, 2019 subject to the aforesaid provisions of termination.
4. **Arbitration:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled pursuant to the Laws of the State of New Jersey by arbitration in accordance with the rules, then existing, of the American Arbitration Association or similar arbitrator and judgment upon an award rendered pursuant to such arbitration may be entered in any court in the State of New Jersey having jurisdiction thereof. In the event of conflict between the Rules of the American Arbitration Association or any other chosen arbitrator and any statute of

the State of New Jersey, the parties agree to be bound by the law of the State of New Jersey.

5. **Agency Relationship:** It is hereby acknowledged that the City of Long Branch's Office of the Fire Marshal and all personnel within the office subject to this agreement are performing services under this agreement as a general agent for the Borough of Oceanport and shall have all powers of performance reasonably necessary and convenient to carry out the duties, obligations and responsibilities under the agreement and allowable by law.
6. **Enactment Procedures:** The City of Long Branch and the Borough of Oceanport hereby acknowledge that prior to execution of this agreement, the respective municipal bodies shall authorize the same through and by the procedures and standards for the adoption of ordinances and/or resolutions set forth more fully under the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.
7. **Miscellaneous:** The Borough of Oceanport shall designate the Long Branch Office of the Fire Marshal as the "Local Enforcement Agency" or "LEA". The Long Branch Office of the Fire Marshal shall provide monthly activity reports and an annual report, in an approved format, to the Borough of Oceanport and advise the Fire Committee and Fire Chief as necessary. Any notice required under this agreement shall be served upon the City Clerk of the City of Long Branch and the Borough Clerk of the Borough of Oceanport, with a copy provide to the respective Borough Attorneys.

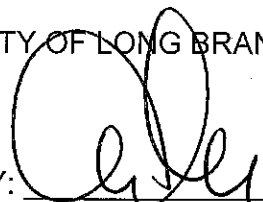
IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals the day and year first above written,

BOROUGH OF OCEANPORT

BY: 
JOHN F. COFFEY

Dated: 1/19/17

CITY OF LONG BRANCH

BY: 
ADAM SCHNEIDER, MAYOR

Dated: 1/27/17

ATTEST:


JEANNE SMITH, RMC
BOROUGH CLERK


KATHY L. SCHMELZ, RMC
CITY CLERK