

Clerk

**NEW JERSEY UNIFORM FIRE CODE ADMINISTRATION AND ENFORCEMENT  
SHARED SERVICES AGREEMENT  
BETWEEN  
THE TOWNSHIP OF MOUNT OLIVE  
AND  
TOWN OF HACKETTSTOWN**

**THIS SHARED SERVICE AGREEMENT** ("Agreement") dated this 21 day of November, 2018 by and between the TOWNSHIP OF MOUNT OLIVE (hereinafter referred to as "Provider"), a body politic and corporate of the State of New Jersey, having offices at 204 Flanders-Drakestown Road, Budd Lake, New Jersey, 07828 and the Town of Hackettstown (hereinafter referred to as "Recipient"), a body politic and corporate of the State of New Jersey, having offices at 215 Stiger, Hackettstown, New Jersey, 07840;

**RECITALS**

**WHEREAS**, the Recipient has a duty and responsibility under the New Jersey Uniform Fire Code, N.J.A.C. 5:70 et seq. to provide Fire Official and Fire Inspection services to residents of the Town of Hackettstown; and

**WHEREAS**, the Provider has various personnel qualified to provide said services; and

**WHEREAS**, the Provider and the Recipient wish to enter into a shared service agreement for certain fire prevention services as required and set forth in the New Jersey Uniform Fire Code, N.J.A.C. 5:70 et seq. and Uniform Fire Safety Act, N.J.S.A. 52:27D-192 et seq. for 2019 and 2020; and

**WHEREAS**, this Agreement is established in accordance with the Uniform Shared Service and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

**NOW, THEREFORE**, in consideration of the promises, and mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed by and between the parties as follows:

**ARTICLE I: SCOPE OF SERVICES**

**A. Designation as General Representative.**

1. The Provider is hereby designated as the representative of the Recipient, to furnish Code Administration and Enforcement services under the New Jersey Uniform Fire Code, N.J.A.C. 5:70 et seq. and Uniform Fire Safety Act, N.J.S.A. 52:27D-192 et seq.
2. Additional municipalities may be added as new participants to this service arrangement at the sole discretion of the Provider. The additional new participants shall not affect the level of services being provided to the Recipient.

**B. Responsibility.**

1. All employees of the Provider, including the Fire Official and all inspectors shall be employees of the Township of Mount Olive and therefore the Provider shall at all times herein be responsible for its employees. The Provider shall maintain insurance as described herein for all of its employees and be solely responsible for all compensation, salary, benefits, pension, disability, and payroll taxes and deductions for its employees. No employee of the Provider, including the Fire Official and any inspector shall be considered an employee of Hackettstown.
2. Under the terms of this Agreement, the Recipient is contracting for shared services from the Provider, which services shall be provided by the Provider with its own employees. The Provider shall indemnify, defend and hold the Town of Hackettstown harmless from any and all claims arising from the Provider's employment relations with its employees. Provider shall also indemnify, defend and hold the Town of Hackettstown harmless from any and all claims arising from acts or omissions of employees of the Provider committed pursuant to or in furtherance of this Agreement.
3. All citizen inquiries and/or complaint resolutions shall be handled through the Provider. The Provider's Business Administrator and/or the Department of Community Affairs, as appropriate, shall handle any public comments involving the Fire Official and staff.

**C. Supervision and Director of Staff.**

1. The Provider shall conduct operations from the Township of Mount Olive Municipal Building and shall conduct same during the Township's normal business hours.
2. The Fire Official, furnished by the Provider, shall be responsible for the operation and supervision of the Township of Mount Olive's Bureau of Fire Prevention and shall direct and supervise all activities and employees of the Bureau.
3. The staff, furnished by the Provider, shall be properly certified code enforcement officials and/or inspectors as appropriate.
4. The Provider shall furnish appropriate clerical support staff, as determined by its Business Administrator and in conjunction with the Fire Official.
5. All personnel providing the outlined services to the Recipient under this Agreement shall continue to remain employees of the Provider and, as such, shall continue to remain bound by the Personnel Policies and Procedures of the Township of Mount Olive and shall continue to be under the direct supervision of the Township of Mount Olive Business Administrator. Any problem or concern that should arise relative to any aspect of this Agreement or issue relative to the personnel providing such services shall be directed to the Township of Mount

Olive Business Administrator through the Recipient's Municipal Clerk.

**D. Designation as Code Officials and Inspectors.**

The Provider shall designate the Fire Official, as well as the inspectors, for the enforcement of the State of New Jersey Uniform Fire Code and related ordinances of the Recipient. The Fire Official and inspectors shall be duly certified by the New Jersey Department of Community Affairs, Division of Fire Safety.

**ARTICLE II: ACTIVITIES**

**A. Services to be provided.**

1. The following administrative enforcement personnel will be provided by the Provider to the Recipient:
  - a. Fire Official and inspectors
2. The following services shall be provided to the Recipient by the staff of the Provider:
  - a. Perform all functions of a municipal Fire Official and fire prevention services as required and set forth in the Uniform Fire Safety Act, N.J.S.A. 52:27D-192 et seq. on behalf of the Recipient.
  - b. Carry out the periodic, semi-annual and quarterly inspections of "life hazard" uses required by the Uniform Fire Code.
  - c. Properly issue all fire prevention related permits in the Town of Hackettstown.
  - d. Collect all fees for permits in the Town of Hackettstown and keep accurate records of same which shall be made available for review by the Recipient upon request.
  - e. Maintain a separate accounting for the deposit of checks received for permits and inspections within the Town of Hackettstown, as well as any State LEA rebates or reimbursements related thereto.
  - f. In addition to the registrations and permits required by the Uniform Fire Code, all other uses subject to Uniform Fire Code inspections ("non-life hazard uses") shall register with the Township of Mount Olive Bureau of Fire Prevention.
  - g. Carry out the periodic inspections of "non-life hazard" uses once per year

as required by ordinance.

- h. Provide on-call assistance by the Fire Official 24 hours/day, 7 days/week to address any fire safety concerns discovered by the Town of Hackettstown Volunteer Fire Department at any of its call out locations.

**B. Hours of Operation.**

The Fire Official shall be available for consultation with the public during the Township of Mount Olive's normal business hours at scheduled times to be determined by the Fire Official. The hours shall be set in such a manner as to provide the public with reasonable access to the official/inspectors. The Fire Official will also be available, under special circumstances at no additional charge for appointments or calls relative to special circumstances or emergencies, or for necessary court appearances.

**C. Place of Operation.**

Main business for the Township of Mount Olive Bureau of Fire Prevention shall be conducted in the Provider's Municipal offices.

**D. Maintenance of Records.**

1. The Fire Official and inspectors shall maintain documented records of activity on forms approved by the Fire 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 shall be submitted to Recipient's Administrator for approval unless standard forms are required by the New Jersey Department of Community Affairs. Provider shall abide by and satisfy all relevant state standards for record keeping and reporting.
2. All active files, records, and support documentation concerning the Town of Hackettstown shall be maintained on file in Hackettstown municipal offices to the extent possible when such files are active. When files, records and support documentation concerning the Town of Hackettstown are closed from active status, the materials shall be transported to the offices of Hackettstown. The transportation of records and materials shall be done on at least a quarterly basis.
3. The Recipient may, at its sole cost and expense purchase emergency software products to organize and maintain its records keeping systems. Any software purchased by the Recipient shall remain property of Hackettstown. The Provider shall work with the Recipient to ensure that all data and information obtained pursuant to this Agreement is recorded electronically consistent with software requirements.

**E. Operational Needs.**

The Township of Mount Olive will provide for all operational needs of the department,

including but not limited to office space at the Township of Mount Olive Municipal Building, utilities for said space, equipment, maintenance of all code books, general office supplies, copier and faxing capabilities, telephone, vehicle and/or mileage reimbursement for inter-local employees of this Agreement, costs associated with education, licensing and certifications for inter-local department employees, gasoline, vehicle maintenance for vehicles owned by the Township of Mount Olive and utilized to perform services under this Agreement.

### **ARTICLE III: EMPLOYEES**

#### **A. Certified Personnel and Staff.**

The Provider shall furnish duly certified personnel and support staff.

### **ARTICLE IV: ENFORCEMENT**

#### **A. Investigations and Inspections.**

The Fire 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 New Jersey Uniform Fire Code in their respective municipalities.

#### **B. Coordination with Municipal Attorneys.**

The Fire 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. The Fire Official and/or Bureau of Fire Prevention 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 Fire Official and/or appropriate inspectors shall have the power to issue notices and summonses for violations on behalf of the Provider and the Recipient.

### **ARTICLE V: PROPERTY AND EQUIPMENT**

#### **A. Costs.**

During the life of this Agreement, the costs of all equipment and/or vehicles acquired specifically for the Township of Mount Olive's Bureau of Fire Prevention shall be the

responsibility of the Provider.

## **ARTICLE VI: PAYMENTS AND COMPENSATION**

### **A. Permit and Inspection Fees**

All inspection fees, permit fees and other fees collected by personnel on behalf of the Provider for services rendered in Hackettstown shall be retained by the Provider and reflected in separate accounting. Collection of such fees shall be the responsibility of the Provider. Staff personnel of the Provider shall cause all checks for permits and/or inspections performed in Hackettstown to be issued to the Provider. Said checks shall be promptly deposited and reflected in a separate accounting detailing the transaction. The Provider shall charge fees per the uniform schedule established by ordinance, subject to approval by the Recipient which shall not be unreasonably withheld. Any proposed changes to the fee structure shall be first provided to the Recipient fourteen (14) days in advance of final adoption. Quarterly reports of revenues received by the Provider for the Recipient shall be provided to the Recipient.

### **B. Fees for Services**

Pursuant to N.J.A.C. 5:71-2.6(b), the Provider shall collect and retain all fees associated with the scope of services provided to Hackettstown and shall retain such fees in lieu of direct payment for services. There will be no other compensation required of the Recipient for the services outlined in this Agreement.

## **ARTICLE VII: INSURANCE REQUIREMENTS**

### **A. Provider to maintain adequate insurance.**

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.

## **ARTICLE VIII: DURATION OF CONTRACT AND TERMINATION.**

### **A. Term.**

The term of the Agreement shall be for two (2) years beginning on January 1, 2019 and ending on December 31, 2020.

### **B. Termination.**

Either party may terminate this Agreement upon ninety (90) days written notice to the other party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, the day and

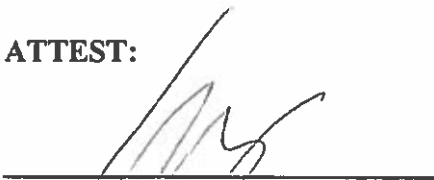
year first above written.

ATTEST: 12/4/18


  
MICHELLE MASSER, RMC  
Clerk

TOWNSHIP OF MOUNT OLIVE

  
ROB GREENBAUM  
Mayor

ATTEST:   
WILLIAM KUSTER, JR.  
Clerk

TOWN OF HACKETTSTOWN

  
MARIA DIGIOVANNI  
Mayor