

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Mount Olive Twp COUNTY: Morris

RECIPIENT: Town of Hackettstown COUNTY: Warren

BRIEF DESCRIPTION OF SERVICE:

All fire prevention related inspections and permitting

EFFECTIVE DATE: 1/1/17

EXPIRATION DATE: 12/31/18

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$ 80,000

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.

MOUNT OLIVE TOWNSHIP

Fire Marshall Shared Service Agreement

This SHARED SERVICES AGREEMENT ("Agreement") is entered into this 16 day of December, 2016, by and between the TOWN OF HACKETTSTOWN having offices at 215 W. Stiger Street, Hackettstown, New Jersey 07840 (hereinafter referred to as "HACKETTSTOWN") and the TOWNSHIP OF MOUNT OLIVE having offices located at 204 Flanders-Drakestown Road, Budd Lake, New Jersey 07828 (hereinafter referred to as "MOUNT OLIVE")

RECITALS

WHEREAS, HACKETTSTOWN and MOUNT OLIVE wish to enter into a Shared Services Agreement ("Agreement") for certain fire prevention services as required and set forth in the Uniform Fire Safety Act (*N.J.S.A. 52:27D-192*) for 2014; and

WHEREAS, HACKETTSTOWN and MOUNT OLIVE wish to enter into an agreement for those shared services;

WHEREAS, the parties desire to enter into this Agreement effective January 1, 2017 and continuing through December 31, 2018; and

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

1. SERVICES - The list of illustrative services to be provided by MOUNT OLIVE shall include the following:
 - Perform the functions of a municipal Fire Official and the fire prevention services as required and set forth in the Uniform Fire Safety Act (*N.J.S.A. 52:27D-192*) for and on behalf of HACKETTSTOWN;
 - Conduct all required and necessary fire inspections in Hackettstown;
 - Properly issue all fire prevention related permits in Hackettstown;
 - Collect all fees for permits in Hackettstown and keep accurate records of same which is available for review by HACKETTSTOWN;
 - Maintain a separate accounting for the deposit of checks received for permits and inspections within Hackettstown, as well as any State (LEA) rebates or reimbursements related thereto;

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF MATHEMATICS

Let $f(x)$ be a function defined on the interval $[a, b]$. The function $f(x)$ is said to be continuous at a point c in the interval $[a, b]$ if for every $\epsilon > 0$, there exists a $\delta > 0$ such that for all x in the interval $[a, b]$, if $|x - c| < \delta$, then $|f(x) - f(c)| < \epsilon$.

It is clear that if a function is continuous at every point in the interval $[a, b]$, then it is continuous on the interval $[a, b]$.

Conversely, if a function is not continuous at some point c in the interval $[a, b]$, then it is not continuous on the interval $[a, b]$.

For example, the function $f(x) = \begin{cases} x & \text{if } x \neq 0 \\ 1 & \text{if } x = 0 \end{cases}$ is not continuous at $x = 0$, and hence is not continuous on the interval $[-1, 1]$.

On the other hand, the function $f(x) = x^2$ is continuous at every point in the interval $[-1, 1]$, and hence is continuous on the interval $[-1, 1]$.

It is also clear that if a function is continuous on the interval $[a, b]$, then it is continuous on any subinterval of $[a, b]$.

For example, the function $f(x) = x^2$ is continuous on the interval $[-1, 1]$, and hence is continuous on the interval $[0, 1]$.

Finally, it is clear that if a function is continuous on the interval $[a, b]$, then it is continuous at every point in the interval $[a, b]$.

For example, the function $f(x) = x^2$ is continuous on the interval $[-1, 1]$, and hence is continuous at every point in the interval $[-1, 1]$.

In summary, a function is continuous on the interval $[a, b]$ if and only if it is continuous at every point in the interval $[a, b]$.

MOUNT OLIVE TOWNSHIP

Fire Marshall Shared Service Agreement

- Remit to Hackettstown at the end of every quarter under this Agreement the sum which is in excess of the Fee for Services together with a detailed reconciliation statement.
2. **PERMIT/INSPECTION FEES** - All inspection fees, permit fees and other fees collected by personnel on behalf of MOUNT OLIVE for services rendered in HACKETTSTOWN shall be retained by MOUNT OLIVE and reflected in a separating accounting. Collection of such fees shall be the responsibility of MOUNT OLIVE. Staff personnel of MOUNT OLIVE shall cause all checks for permits and/or inspections to be performed in HACKETTSTOWN to be issued to MOUNT OLIVE, and shall be promptly deposited and reflected in a separate accounting detailing the transaction. MOUNT OLIVE shall charge fees per the uniform schedule established by Ordinance, subject to approval by HACKETTSTOWN which shall not be unreasonably withheld. Any proposed changes to the fee structure shall be first provided to HACKETTSTOWN fourteen (14) days in advance of final adoption. Quarterly reports of revenues received by MOUNT OLIVE for HACKETTSTOWN shall be provided to HACKETTSTOWN.
 3. **FEE FOR SERVICES** - MOUNT OLIVE shall receive seventy (70%) percent of all fees collected from third parties for Services to be provided hereunder. MOUNT OLIVE shall also received fifty (50%) percent of LEA REBATES, which are rebates from the State of New Jersey for fire inspections of large commercial properties. The State currently rebates 60% of the fees collected for those inspections to the municipality within which the property is located. It is agreed that all such rebates for property located within Hackettstown shall be split evenly between MOUNT OLIVE and HACKETTSTOWN on a quarterly basis. HACKETTSTOWN shall also received thirty (30%) percent of all fees collected by MOUNT OLIVE from third parties for Services to be provided hereunder. Disbursements to HACKETTSTOWN as set forth in this Agreement shall be made quarterly and shall be accompanied by a separate Quarterly report of the revenues received by MOUNT OLIVE for HACKETTSTOWN.
 4. **EMPLOYMENT** - All employees of MOUNT OLIVE, including the Fire Official shall be an employee of MOUNT OLIVE and therefore MOUNT OLIVE shall at all times herein be responsible for its employees. MOUNT OLIVE shall maintain all required Workers Compensation Insurance and Liability coverage for its employees, and be solely responsible for all compensation, salary, benefits, pension, disability, and payroll taxes and deductions for its employees. No employee of MOUNT OLIVE, including the Fire Official, shall be considered an employee of HACKETTSTOWN. Under the terms of this Agreement, HACKETTSTOWN is contracting for shared services from MOUNT OLLIVE, which services shall be provided by MOUNT OLIVE with its own employees. MOUNT OLIVE shall indemnify, defend, and hold HACKETTSTOWN harmless from any and all claims arising from MOUNT OLIVE's employment relations with its employees.

MOUNT OLIVE TOWNSHIP

Fire Marshall Shared Service Agreement

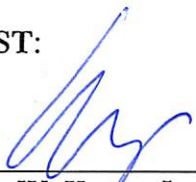
MOUNT OLIVE shall also indemnify, defend, and hold HACKETTSTOWN harmless from any and all claims arising from acts or omission of MOUNT OLIVE employees committed pursuant to or in furtherance of this Agreement.

5. MAINTNENANCE OF RECORDS - MOUNT OLIVE shall maintain documented records of activity on forms approved by the Fire Official and/of the New Jersey Department of Community Affairs, recording all Fire Official 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 HACKETTSTOWN'S Administrator for approval unless standard forms are required by the New Jersey Department of Community Affairs. All active files, records and support documentation concerning HACKETTSTOWN shall be maintained on file in the HACKETTSTOWN municipal offices to the extent possible when such files are active. When files, records and support documentation concerning HACKETTSTOWN are closed from active status, the materials shall be transported to the offices of HACKETTSTOWN. The transporting of records and materials shall be done on at least a quarterly basis. If any matter involving a violation then such matter shall be prosecuted or defended by the legal counsel for Hackettstown

6. TERMINATION - Either party may terminate this agreement upon ninety (90) days written notice to the other party.

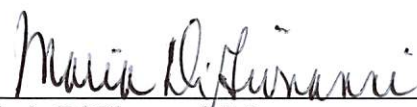
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

ATTEST:



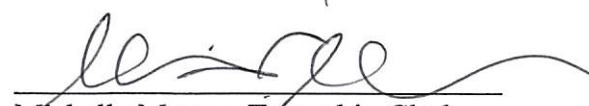
William W, Kuster Jr., Clerk/Administrator

HACKETTSTOWN



Maria DiGiovanni, Mayor

ATTEST: 12/16/16



Michelle Masser, Township Clerk

TOWNSHIP OF MOUNT OLIVE



Robert Greenbaum, Mayor

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF MOUNT OLIVE AUTHORIZING A SHARED SERVICE AGREEMENT
WITH HACKETTSTOWN FOR FIRE INSPECTION SERVICES FOR 2017-2018**

WHEREAS, Hackettstown has requested the continued use of the Township provide fire inspections on a shared services basis; and

WHEREAS, the negotiated rate of compensation shall remain the same as the previous agreement; and

WHEREAS, the shared services agreement will be effective January 1, 2017 through December 31, 2018 during which time the Business Administrator and Fire Marshall will monitor the actual work effort involved by Mt. Olive for the shared service compensation received from Hackettstown to be sure the agreement is a "win-win" for both communities.


NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mount Olive, that it does hereby authorize the Mayor to execute a shared service agreement with the Hackettstown as per the terms of the agreement.

TOWNSHIP OF MOUNT OLIVE



Joe Nicastro, Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on the October 18, 2016.



Michelle Masser, Township Clerk