

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: WEST AMWELL TOWNSHIP COUNTY: HUNTERDON

RECIPIENT: RARITAN TOWNSHIP COUNTY: HUNTERDON

BRIEF DESCRIPTION OF SERVICE:

Extension of existing shared service agreement for Building Sub-Code and Plumbing Inspection Services

EFFECTIVE DATE: September 30, 2014

EXPIRATION DATE: October 31, 2014

Please submit this cover sheet with shared service agreement either via email to ECC@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.

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

THIS SHARED SERVICES AGREEMENT made this 29 th day of July, 2014 by and between **WEST AMWELL TOWNSHIP** ("Provider"), a municipal corporation in the County of Hunterdon, State of New Jersey with offices at 150 Rocktown-Lambertville Road, Lambertville, New Jersey 08530 and **RARITAN TOWNSHIP** ("Recipient"), a municipal corporation in the County of Hunterdon, State of New Jersey with offices at One Municipal Drive, Flemington, New Jersey, 08822.

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

ARTICLE I: SCOPE OF SERVICES

A. Services to be Provided.

1. The Provider agrees to furnish Recipient with plumbing inspection services and assistance with building plan review under the Uniform Construction Code, N.J.A.C. 5:23-1 et seq. and its Sub Codes through Providers Construction Department ("Department") pursuant to the terms of this Agreement.
2. The staff furnished by the Provider shall be one licensed building inspector for plan review, one licensed plumbing inspector for plumbing inspections.
3. The plumbing inspector shall work two (2) days per week for a total of sixteen (16) hours per week. The building inspector plan review is not to exceed sixteen (16) hours per week.

B. Responsibility, Insurance, Indemnification.

1. The Provider is the primary and exclusive employer of the staff providing building and plumbing services under the Uniform Construction Code pursuant to this Agreement.
2. The Provider shall maintain responsibility for citizen inquiries and complaints received about the personnel provided to perform the services. All such inquiries and complaints shall be handled through the Provider. The Provider and/or the Department of Community Affairs, as appropriate, shall handle any citizen complaints.

The Recipient, as needed and appropriate, shall inform and advise the Provider of citizen's inquiries and complaints.

3. All property, liability, automobile 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.

4. 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.

C. Supervision and Direction of Staff.

1. The inspectors furnished by the Provider shall work under the direction of the Construction Code Official of the Recipient during the hours that services are provided.
2. The inspectors shall record the hours each work on forms provided by the Recipient on a biweekly basis. One copy shall be submitted to the Recipient and one copy shall be submitted to the Provider.
3. Each inspector must report to the Recipient Construction Code Office prior to making inspections and report back at the end of the work day.

D. Maintenance of Records.

1. The inspectors identified in Article I, Section A shall maintain documented records of activity on forms approved by the Recipient Construction Official and/or the New Jersey Department of Community Affairs, recording all inspections and activities.
2. All active files, records and support documentation shall be maintained on file in the offices of the Recipient.
3. Provider shall cooperate with recipients 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 II: CONSIDERATION

A. Provider Compensation.

Recipient shall compensate the Provider at rate of \$32.30 per hour for the services to be provided plus \$25.00 per week for vehicle mileage for the plumbing inspector.

The total cost shall not exceed **\$10,000.00.**

B. Payment Schedule.

Provider shall send Recipient an invoice for the services rendered on a monthly basis. The invoice will be processed by Recipient through the normal purchase order system.

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

A. Duration.

1. Duration of this Agreement shall be for a period of sixty (60) days beginning on or about August 1, 2014 and ending September 30, 2014, **subject to approval by the State of New Jersey, Division of Local Government Services of a request by Recipient to change the text of an appropriation in the adopted 2014 budget in order that the compensation due the Provider will be made in accordance with the Local Budget Law, N.J.S.A 40A-4 et seq.**

2. This Agreement may be extended upon mutual agreement of the parties.

B. Termination.

Notwithstanding any other terms or provisions herein to the contrary, the Provider or Recipient may terminate its participation in this Agreement by providing a fourteen day (14) written notice to the other.

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.

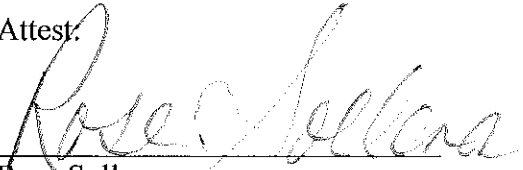
Any questions or disputes regarding proper interpretation of the terms of the agreement shall be first be referred to the Chief Executive Officer of the Provider or his/her designated representative and the Administrator of the Recipient for resolution. If no resolution is reached, the question or dispute shall be presented to the Mayor of the Provider and the Mayor of the Recipient who 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 III, 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.

E. Payment While Dispute Pending.

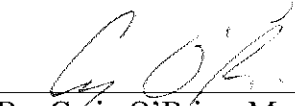
In the event of any dispute as to the amount to be paid, the full amount claimed by the Provider shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjusted to be less than was actually so paid, then the Provider shall forthwith repay the excess.

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

TOWNSHIP OF RARITAN

Attest:


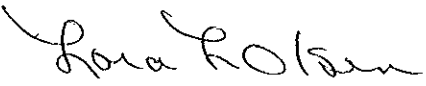
Rose Sollena
Township Clerk




By: Craig O'Brien, Mayor

Dated: 7/24/14

TOWNSHIP OF WEST AMWELL

Attest:


Lora L. Olsen
Township Clerk



By: Zachary Rich, Mayor

Dated: 7/29/14



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

RESOLUTION #116-2014

Authorizing a Shared Services Agreement for Building Sub-Code & Plumbing Inspection Services

WHEREAS, the municipality of West Amwell Township has proposed to share Building Sub-Code and Plumbing inspections services with the municipality of Raritan; and

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

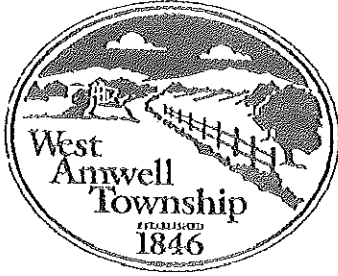
NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of West Amwell, County of Hunterdon and State of New Jersey, that the Mayor and Clerk are authorized to sign the Shared Services Agreement for Building Sub-Code & Plumbing Inspection Services as presented under the terms and conditions agreed to by the signatories.

BE IT FURTHER RESOLVED that the terms of the Shared Services Agreement shall be sixty (60) days, beginning on or about August 1, 2014

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 July 23, 2014.

Lora L. Olsen, RMC
Township Clerk



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

RESOLUTION #141-2014

Authorizing an Extension of a Shared Services Agreement for Building Sub-Code & Plumbing Inspection Services

WHEREAS, the municipality of West Amwell Township authorized a shared services agreement for Building Sub-Code and Plumbing inspections services with the municipality of Raritan beginning or about August 1, 2014; and

WHEREAS, the term of the original Shared Services Agreement is due to expire; and

WHEREAS, the parties involved have expressed a desire to extend the Agreement beyond the original time frame

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of West Amwell, County of Hunterdon and State of New Jersey, that an extension of the current Shared Services Agreement for Building Sub-Code & Plumbing Inspection Services, as presented under the terms and conditions originally agreed to by the signatories, be authorized

BE IT FURTHER RESOLVED that the terms of the Shared Services Agreement shall expire on or about October 31, 2014.

BE IT FURTHER RESOLVED that a copy of this Resolution and the original 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 September 24, 2014.

Lora L. Olsen, RMC
Township Clerk

