

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Delaware Township COUNTY: Hunterdon

RECIPIENT: Stockton Borough COUNTY: Hunterdon

BRIEF DESCRIPTION OF SERVICE:

Administer and Enforce the UCC in Stockton Borough for a term of 4 years.

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.

TOWNSHIP OF DELAWARE
SHARED SERVICES AGREEMENT
CONSTRUCTION CODE ENFORCEMENT

THIS AGREEMENT ("Agreement"), entered into this 29th day of December, 2014 effective January 1, 2015 through December 31, 2018 by and between the Township of Delaware, P.O. Box 500, 570 Rosemont-Ringoes Road, Sergeantsville, New Jersey 08557 ("Delaware") and the Borough of Stockton, P.O. Box M, Stockton, New Jersey 08559 ("Stockton" and collectively with "Delaware," the "Parties").

WITNESSETH:

WHEREAS, there is established in Delaware Township an enforcing agency created pursuant to the State Uniform Construction Code Act, N.J.S.A. 52:27D-119 *et seq.* and its regulations, N.J.A.C. 5:23-1.1 *et seq.* (collectively the "UCC") known as the Delaware Township Construction Code Agency; and

WHEREAS, the Delaware Township Construction Code Agency consists of a construction official and such subcode officials that are necessary to administer and enforce the UCC in Delaware; and

WHEREAS, Stockton is in need of the services of an enforcing agency to administer and enforce the UCC in Stockton; and

WHEREAS, the Parties are interested in entering into a four-year agreement whereby the Delaware Township Construction Code Agency will administer and enforce the UCC in Stockton; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.* authorizes the Parties to enter into a Shared Services Agreement for the administration and enforcement of the UCC; and

WHEREAS, the Parties have each authorized and approved this Agreement in accordance with the pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties do hereby enter into this Shared Services Agreement subject to the following terms and conditions:

1. Scope of Services.

- a. Delaware, through the Delaware Township Construction Code Agency, shall administer and enforce the UCC in Stockton for a term of four years. The Delaware Township Construction Code Agency shall furnish a properly licensed construction code official, technical assistant, building subcode official, building inspector, fire protection subcode official, electrical subcode official and plumbing subcode official (collectively "Officials"). Except as otherwise provided in this Paragraph, the Officials shall carry out all functions including but not limited to the supervision of all construction code enforcement activities, inspections and issuance of permits as required by law pursuant to the UCC and other applicable State and federal laws and regulations (collectively "Services").
- b. "Services" shall not include elevator safety subcode enforcement, zoning

enforcement, flood plain approval or Uniform Fire Code enforcement in Stockton.

- c. In the event of a natural disaster affecting Stockton and/or Delaware, Delaware shall not be responsible for Services in Stockton if its forces do not permit, in which case Stockton shall call upon the Department of Community Affairs for necessary assistance.

2. Payment; Collection of Fees.

- a. In consideration for the provision of the Services, Stockton shall pay Delaware as follows:

- 1. Stockton shall pay Delaware's Technical Assistant's salary for one and one-half (1.5) hours per week. Delaware's Technical Assistant shall be considered an employee of Stockton for one and one-half (1.5) hours per week and shall be paid as such directly by Stockton through its normal payroll procedures. The salary paid by Stockton shall be at the same hourly rate as paid by Delaware for said services.

- 2. All permit and inspection fees paid in connection with administering and enforcing the UCC in Stockton shall be collected and retained by Delaware. Fees for permits and inspections conducted in Stockton shall be based on Delaware's then-current fee schedule for same.

- 3. Stockton shall pay \$20.00 for each inspection conducted on property located in Stockton in connection with an open permit.

- 4. Stockton shall be responsible for Delaware's out-of-pocket expenses incurred for administration and enforcement of the UCC in Stockton, which shall include, but not be limited to, mileage, copying costs, postage and purchase of UCC forms. Stockton shall not be responsible for any Delaware employee compensation or clerical assistance not otherwise specifically set forth in this Agreement.

- 5. Stockton shall be responsible for reimbursing Delaware for legal fees and costs necessary for review of this Agreement and any amendments hereto.

- b. Delaware shall invoice Stockton on a quarterly basis for the fees and costs set forth in subparagraphs a.3 through 5 above. Payment shall be made within thirty (30) days of Stockton's receipt of Delaware's itemized invoice.

3. Primary Employer.

Notwithstanding Section 2, Delaware is the primary employer of the Officials pursuant to the Uniform Shared Services and Consolidation Act.

4. **Office Location.**

- a. The Delaware Township Construction Code Agency shall conduct all non-field work (including but not limited to application and plan review) necessary to complete the Services at its offices at Delaware Township Hall. The Delaware Township Construction Code Agency shall not be responsible for conducting any non-field work at Stockton Borough Hall.
- b. Open permits for Stockton shall be filed at Delaware Township's offices until they are closed. Once a Stockton permit is closed, it shall be transmitted to Stockton for filing and retention. All OPRA requests for Stockton's closed permits shall be handled by Stockton Borough.
- c. Stockton, at its municipal offices, shall maintain and make available to applicants the necessary forms and documents for UCC inspections and permits. Delaware shall also maintain and make available such UCC application forms and documents at its offices.

5. **Term of Agreement; Termination of Services.**

- a. The term of this Agreement shall be four years commencing on January 1, 2015 and terminating on December 31, 2018.
- b. In the event that Delaware is no longer able to provide said Construction Services due to employee staffing changes in the Delaware Township Construction Code Agency or unexpected budgetary constraints that are not anticipated at the execution of the Agreement, this Agreement shall terminate with sixty days notice to Stockton. In the event that Stockton no longer desires Construction Services for similar reasons, this Agreement shall terminate with sixty days notice to Delaware.

6. **Extension of Term.**

- a. Prior to the expiration of this Term, the Parties shall be permitted to negotiate and execute an amended Shared Services Agreement for the provision of Services by Delaware to Stockton for future terms. In the event the Parties seek to continue the Services for additional terms, the Parties shall review and as appropriate revise the material terms and conditions of this Agreement (including but not limited to Payment), and, upon agreement and approval by Resolution of the respective governing bodies, execute an amended Shared Services Agreement. Notwithstanding the above, neither Party shall have any obligation to enter into any future amended Shared Services Agreement. Each Party's decision to enter into an amended Shared Services Agreement shall be subject to its sole and absolute discretion.

7. **Invalidity; Partial Invalidity.**

In the event this Agreement or any part thereof shall be invalidated by a court of

competent jurisdiction or proved otherwise unenforceable, the provisions for the enforcement and administration of the UCC shall be continued by the Delaware Township Construction Code Agency on an interim or emergency basis for period of up to thirty (30) days or until a permanent solution is affected, whichever occurs first.

8. Indemnity.

Stockton shall indemnify, defend and hold Delaware, and its agents, employees and officials, harmless from and against all liabilities, penalties, fines, costs, losses, claims, demands, orders, judgments or administrative actions, including, without limitation, reasonable attorneys' fees, arising out of Delaware's performing Services under this Agreement on behalf of Stockton.

9. Enforcement or Appeals.


In the event any of the services provided entail issuance of violations, notices or appeals and/or enforcement actions under the Uniform Construction Code, any court, administrative, and/or appeals proceedings arising out of said violation notices, appeals and/or enforcement actions are not included in the services to be provided under this agreement, and all costs associated with such proceedings shall be borne exclusively by Stockton.

10. Department of Community Affairs.

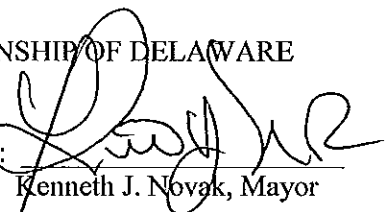
The Parties shall provide the Department of Community Affairs with all Resolutions authorizing this Agreement, together with a copy of this Agreement, upon its execution by both Parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

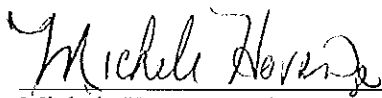
ATTEST:


Judith A. Allen, RMC
Township Clerk
December 29, 2014

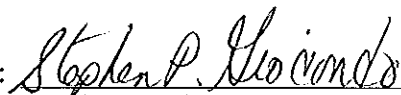
TOWNSHIP OF DELAWARE

By: 
Kenneth J. Novak, Mayor

WITNESS:


Michele Hovan, RMC, Borough Clerk

BOROUGH OF STOCKTON

By: 
Stephen P. Giocondo, Mayor