

**FIRE SUBCODE OFFICIAL
SHARED SERVICE AGREEMENT
BETWEEN
THE TOWNSHIP OF MOUNT OLIVE
AND THE TOWN OF DOVER**

THIS AGREEMENT is entered into the latter of the dates on the signature page by and between:

THE TOWNSHIP OF MOUNT OLIVE

a municipal corporation of the State of New Jersey
with offices located at 204 Flanders-Drakestown Road,
Budd Lake, New Jersey 07828

(hereinafter "Provider")

AND

THE TOWN OF DOVER

a municipal corporation of the State of New Jersey
with offices located at 37 North Sussex Street,
Dover, New Jersey 07801

(hereinafter "Recipient")

WITNESSETH

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Agent

1. The Provider is hereby designated as the agent of the Recipient, to furnish Code Enforcement services under the State Uniform Construction Code, N.J.S.A. 52:27D-119 *et seq.* and N.J.A.C. 5:23-1 *et seq.* and its subcodes, and the State of New Jersey Uniform Fire Code, N.J.S.A. 52:27D-195 *et seq.* and N.J.A.C. 5:71-4.1 *et seq.* The scope of services provided to the Recipient under this Agreement shall not encompass the services relative to the enforcement of the Recipient's property maintenance code or zoning ordinances.
2. Additional municipalities may be added as new participants to this service arrangement upon notice to, and agreement of, the parties. The additional new participants shall not affect the level of services being provided to the Recipient.

B. Responsibility

1. At all times, the Provider shall maintain responsibility for and control over the personnel hired to perform all Fire Subcode Official responsibilities in accordance with the applicable state statutes. The Town of Dover shall have the right to approve all personnel changes different than those designated herein. While performing duties relative to Dover UCC, the personnel shall receive technical direction from the Town of Dover Construction Official.

C. Fire Subcode Official Duties on Behalf of Recipient

1. Fred Detoro shall serve as the Fire Subcode Official.

2. The Fire Subcode Official, furnished by the Provider, shall be responsible for performance of all statutory duties for the Provider and the Recipient.
3. The Fire Subcode Official shall perform plan review and conduct office hours on behalf of the Recipient one (1) day per week for two (2) hours per day.
4. The Fire Subcode Official will designate a qualified staff member to perform fire inspections, under the supervision of the Fire Subcode Official, on behalf of Recipient two (2) days per week for a total not to exceed eight (8) hours.
5. The total hours spent by the Fire Subcode Official and staff on behalf of Recipient shall not exceed ten (10) hours per week.
6. 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's Business Administrator through the Town Administrator of the Town of Dover.

D. Designation as Fire Subcode Official

Provider shall designate Fred Detoro as the Fire Subcode Official for the enforcement of the State Uniform Construction Code and related ordinances of the Recipient. The Fire Subcode Official shall be duly licensed in accordance with all applicable state statutes.

ARTICLE II: ACTIVITIES

A. Hours of Operation

The Fire Subcode Official shall be available for consultation with the public at scheduled times to be determined by the Construction Official. The hours shall be set in such a manner as to provide the public with reasonable access to the Fire Subcode Official. The hours that are presently anticipated to be provided are 8:30 am to 4:30 pm, Monday through Friday (except holidays) but may be adjusted from time to time upon agreement by the parties.

B. Place of Operation

Main business for the Fire Subcode Official shall be conducted in the Provider's Municipal offices.

C. Maintenance of Records

1. The Fire Subcode Official shall maintain documented records of activity on forms approved by the Construction 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.

2. All active files, and if requested, Provider's closed files, records and support documentation shall be maintained on file in the offices of the Provider.
3. When files, records and support documentation are closed from active status, the materials shall be transported to the offices of the generating municipality.

ARTICLE III: ENFORCEMENT

A. Investigations and Inspections

The Fire Subcode Official, or a qualified staff member, shall conduct investigations and inspections and inform the Provider and Recipient regarding any violation of statutes and/or related local ordinances related to the Uniform Construction Code in their respective municipalities.

B. Coordination with Municipal Attorneys

The Fire Subcode Official shall provide, through the Construction Official, the Provider and Recipient with evidence of violations and assist the parties' assigned legal counsel 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 Subcode Official shall make himself available to testify and provide documentation in support of the investigation undertaken, including the results of the investigation. Notwithstanding the provisions herein, nothing contained herein shall limit the Fire Subcode Official's authority to issue Notices of Violation, summonses and/or penalty notices.

C. Violations

The FireSubcode Official and the Construction Official shall have the power to issue notices and summonses for violations on behalf of the Provider and the Recipient.

ARTICLE IV: REPORTS

1. Annual: The Fire Subcode Official shall furnish the Provider and the Recipient with an annual report of services rendered to each respective municipality.
2. Periodic: Periodic reporting of activities shall be made by the Fire Subcode Official, upon request by the Township Administrator of the Provider and/or the Town Administrator of Recipient.

ARTICLE V: PAYMENTS AND COMPENSATION

- A. For the duration of this Agreement, commencing April 1, 2018, Recipient cost for Fire Subcode Official shall be \$25,000 per year, prorated as appropriate.

- B. Payment Obligation:** Recipient will pay Provider annually not later than November 15th of each calendar year. Failure of the Recipient to pay the contribution to the Provider in a timely manner shall result in a five percent (5%) late penalty as well as interest to accrue at the rate of six percent (6%) per annum.

ARTICLE IX: DURATION OF CONTRACT, TERMINATION, AMENDMENT AND INTERPRETATION; INSURANCE

A. Term

The term of this Agreement shall be for a term of four (4) consecutive years beginning on or about April 1, 2018 and terminating on or about December 31, 2021. The parties may agree to renew this Agreement for another four (4) year term.

B. Termination

A participating party may terminate such participation pursuant to this Agreement, upon ninety (90) days' written notice to the other municipality by way of certified mail to the Clerk of the respective municipality.

C. Insurance: Indemnification

The Provider shall maintain in full force and effect during the term of this Agreement, public officials liability, worker's compensation and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein. The Provider shall also maintain in full force and effect during the term of this Agreement, general liability insurance naming Recipient as an additional insured, providing same is authorized by the Morris County Municipal Joint Insurance Fund.

The Recipient agrees that it shall indemnify and hold the Provider harmless from any and all liability and claims for damages or injury caused by or resulting from the sole negligent acts, errors or omissions of the Recipient or the Recipient's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement, and the Provider agrees that it shall indemnify and hold the Recipient harmless from any and all liability and claims for damages or injury caused by or resulting from the sole negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the latter day and year written below.

WITNESS:

6/4/18

BY:


Michelle Masser, Township Clerk

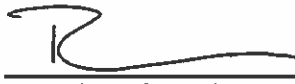
WITNESS:

BY:


Tara Pettoni, Acting Town Clerk


TOWNSHIP OF MOUNT OLIVE

BY:


Robert Greenbaum, Mayor
Dated: 6.4.2018

TOWN OF DOVER

BY:


James P. Dodd, Mayor
Dated: