

RESOLUTION OF THE TOWNSHIP OF JACKSON
JACKSON, NEW JERSEY

RESOLUTION NUMBER: 114R-15

DATE OF ADOPTION: 2-24-15

TITLE: AUTHORIZE THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF JACKSON AND FREEHOLD TOWNSHIP FOR CONSTRUCTION SERVICES

Council Member: Bressi presents the following resolution.

Seconded by Updegrave

WHEREAS, the Township of Jackson and Township of Freehold are, from time to time, in need of assistance relating to Construction Services including inspections and plan review; and

WHEREAS, this cooperative agreement would be beneficial to the taxpayers in both municipalities, pursuant to the Shared Services Act, N.J.S.A. 40A:65-1 et seq.; and

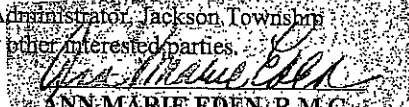
WHEREAS, the Administrator and Construction Official of both municipalities support this concept; and

WHEREAS, the proposed agreement includes that each municipality will be reimbursed at their employee's hourly rate; and

WHEREAS, when a conflict of interest exists, the municipality must adhere to all rules and regulation pursuant to N.J.A.C. 5:23-4.5(j)1 and 5:23-4.5(j)2.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Jackson, County of Ocean, State of New Jersey, that:

1. The Mayor and Township Clerk are hereby authorized to execute the above referenced Agreement.
2. The Agreement shall be maintained in the Township Clerk's Office upon passage of this resolution and available for public inspection.
3. Certified copies of this Resolution along with the Agreement be forwarded to Freehold Township Administrator, Jackson Township Administrator, Jackson Township Construction Code Official, Personnel, Finance and any other interested parties.


ANN MARIE EDEN, R.M.C.
TOWNSHIP CLERK

DATED: 2-24-15

RECORD OF VOTE				COUNCIL VICE PRES.	COUNCIL PRESIDENT
TOWNSHIP COUNCIL	Kenneth Bressi	Rob Nixon	Ann Updegrave	Scott Martin	Barry Calogero
YES	✓		✓	✓	✓
NO					
ABSTAIN					
ABSENT		✓			

I, Ann Marie Eden, Municipal Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a Resolution adopted by the Township Council on the _____ day of _____ 2015.

SHARED SERVICES AGREEMENT

FREEHOLD TOWNSHIP & JACKSON TOWNSHIP

CODE ENFORCEMENT, BUILDING INSPECTION & PLAN REVIEW

THIS AGREEMENT is made this 24 day of February, 2015 by and between Freehold Township, 1 Municipal Plaza, Freehold, NJ 07728, and Jackson Township, 95 West Veterans Highway, Jackson, NJ 08527;

WHEREAS, pursuant to NJSA 40A:65-1 et seq., a municipality may enter into agreements for shared services with another municipality to provide or receive any service that the units participating in the agreement are empowered to provide or receive within their own jurisdiction; and,

WHEREAS, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act must do so by the adoption of a resolution; and,

WHEREAS, the agreement must comply with the requirements of NJSA 40A:65-7 and specify the services to be performed under the agreement, procedures for payment, and assignment and allocation of responsibility for meeting standards between and among the parties; and,

WHEREAS, Freehold Township and Jackson Township must provide certain administrative services related to construction code enforcement, including inspection and plan review, as required by NJSA 52:27D-119 et seq., and the regulations promulgated pursuant thereto; and,

WHEREAS, Freehold Township and Jackson Township may, on other occasions, be in the need of assistance relative to the provision of construction code services; and,

WHEREAS, Freehold Township and Jackson Township desire to share the services of their respective construction code officials upon the conditions as noted above;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, Freehold Township and Jackson Township do hereby agree as follows:

1. On an as-needed basis or on an extended basis as may be outlined in Appendix A, the inspectors or code officials of Jackson Township and Freehold Township, respectively, may provide services to the other municipality including, but not limited to, inspections and/or plan review.

2. Freehold Township and Jackson Township shall be reimbursed for the provision of construction code services at the rate of pay negotiated by the parties and specified in Appendix A. Payments shall be due within thirty days of receipt of an invoice.

3. Pursuant to NJSA 40A:65-5, the parties shall adopt resolutions authorizing this Agreement, which shall be effective upon subsequent execution by the parties. This Agreement shall remain in full force and effect from its effective date for a period of two years, but may be terminated by either party upon thirty days written notice.

4. The contact persons for any notice required pursuant to this Agreement shall be as follows:

Freehold Township

Peter R. Valesi
Township Administrator
1 Municipal Plaza
Freehold, NJ 07728
732-294-2001

Jackson Township

Helene Schlegel
Township Administrator
95 West Veterans Highway
Jackson, NJ 08527
732-928-1200

5. In the event a dispute arises between the parties as to the terms of the Agreement or the satisfactory performance by any of the parties of the services or other responsibilities provided for in the Agreement, such disputes or questions shall be resolved by binding arbitration or binding fact finding procedures. The parties hereunder agree that, if such binding arbitration or binding fact finding procedures are required to settle any questions or disputes, the individuals named in the above paragraph shall mutually appoint a single arbitrator consistent with American Arbitration Association Rules.

6. Any party performing a service under this Agreement is the general agent of the other party on whose behalf the service is performed pursuant to this Agreement. Such agent shall have full powers of performance and maintenance of the service contracted for and full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties including all powers of enforcement and administration regulation, which are or may be exercised by the party on whose behalf it acts pursuant to this Agreement, except as such powers are limited by the terms of this Agreement. No party shall be liable for any part or share of the cost of acquiring, constructing or maintaining any capital facility acquired or constructed by the other party unless such part or share is provided for in the Agreement or in an amendment thereto, which shall have been ratified by the contracting parties in the manner provided for in the Shared Services and Consolidation Act for entering into a contract.

7. In no event shall Freehold Township or Jackson Township be liable to the other for any indirect, incidental, exemplary, punitive or other consequential damages, whether or not foreseeable, including, but not limited to, damages for the loss of data, goodwill or profits, arising out of or in relation to this Agreement, even if advised beforehand of the possibility of such liability.

8. It is hereby understood and agreed that Freehold Township and Jackson Township shall each be responsible for the negligence of their own employees, agents or servants.

9. Freehold Township and Jackson Township hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey, that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Agreement by any conduct, including the payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any employee, officer or official of Freehold Township or Jackson Township.

10. Notices given in accordance with the terms of this Agreement shall be deemed sufficiently served if such notice is mailed by certified or registered mail, or is delivered personally to either of the parties at the addresses set forth on the first page of this Agreement, or at such place as the parties may from time-to-time designate in writing. In computing the number of days specified in any notice given hereunder, the date of mailing or personal service, as the case may be, shall be counted as the first day.

11. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this Agreement.

12. The covenants and agreements herein contained shall endure to the benefit of, be binding upon the successors, heirs, executors, administrators and assigns of the parties hereto, respectively.

13. The Agreement shall be governed by and construed under the laws of the State of New Jersey.

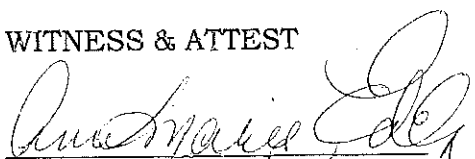
14. The provisions of the Agreement are severable, and it is the intention of the parties hereto that, if this Agreement cannot take effect in its entirety because of the final judgment of any Court or competent jurisdiction, holding invalid any part or parts thereof, the remaining provisions of the Agreement shall be given full force and effect as completely as if parts held invalid had not been included therein.

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

WITNESS & ATTEST

Teresa A. Warner, Township Clerk

WITNESS & ATTEST




Ann Marie Eden, Township Clerk

TOWNSHIP OF FREEHOLD

Thomas L. Cook, Mayor

TOWNSHIP OF JACKSON



Michael Reina, Mayor

APPENDIX A

<u>Employee</u>	<u>Function</u>	<u>Department</u>	<u>Rate</u>
Terry Beagin	Building Inspector	Construction	\$1,210/week