

**INTERLOCAL AGREEMENT  
TO PROVIDE JOINT CONSTRUCTION  
CODE ENFORCEMENT**

THIS AGREEMENT, made this 1st day of January, 2013, by and between the Borough of Elmer, hereinafter referred to as "Elmer", with principal offices located at 120 South Main Street, Elmer, New Jersey 08318, and the Township of Pittsgrove, hereinafter referred to as "Pittsgrove", with principal offices located at 989 Centerton Road, Pittsgrove, New Jersey, 08318.

WHEREAS, Elmer desires to contract with Pittsgrove to provide Construction Code Enforcement Services; and

WHEREAS, Pittsgrove desires to provide Construction Code Enforcement Services to Elmer in accordance with the terms of this Agreement; and

WHEREAS, the Interlocal Services Act, *N.J.S.A. 40A:11-10, et seq.*, authorizes and empowers the Municipalities to enter into this Agreement;

**NOW IT IS THEREFORE AGREED AS FOLLOWS:**

**1. Scope of Services**

Pittsgrove is designated as the agent for Elmer in providing Construction Code Administration and Enforcement Services of the Uniform Construction Code and its Subcodes. Pittsgrove agrees to provide all materials, supplies, postage, photocopying, facsimile, office space, correspondence, communications equipment, vehicles, personal computers, and personnel, including the Construction Official, all Subcode Officials, and the Construction Office Control Person, necessary and required to conduct all Municipal Construction Code Enforcement Services in accordance with the Uniform Construction Code, *N.J.S.A. 52:27D-119, et seq.*

Should it become necessary to replace or increase the number of vehicles presently assigned to the Construction Office during the term of this agreement in order to meet the additional demands placed on the office by Elmer, the two parties to this agreement shall meet to discuss how best to resolve those matters.

Pittsgrove shall not be responsible for providing any services which would not normally or reasonably be considered to be within the scope of Construction Code Enforcement Services.

**2. Personnel Actions**

Pittsgrove shall be authorized and responsible for appointing, disciplining and discharging all Construction Code and Subcode Officials and/or Inspectors and support staff. Pittsgrove shall ensure that it employs sufficient personnel necessary to carry out the terms of this agreement. Pittsgrove shall be responsible for establishing the total compensation (wages and benefits) of all Construction Office personnel. Should it become necessary to permanently or temporarily increase the current scheduled hours of work of existing staff, adjust annual base wage rates and/or benefits or to hire additional staff in the Construction Office in order to meet the additional demands placed on the office by Elmer, the parties to this agreement shall meet to discuss how best to resolve those matters.

Pittsgrove shall maintain responsibility for control of the personnel hired to operate the office. All inquiries and complaint resolution shall be handled by Pittsgrove. Pittsgrove's Township Administrator shall handle all public complaints involving the Construction Code Official and staff.

**3. Insurance**

Property, liability, and workers compensation insurance for offices, vehicles and employees shall be the responsibility of Pittsgrove. Pittsgrove shall provide proof of coverage naming Elmer as an additional insured.

**4. Supervision and Direction of Staff**

The Construction Code Official of Pittsgrove shall be responsible for the operation and supervision of the Construction Code Enforcement Office and shall direct and supervise all employee activity.

The Construction Code and Subcode Officials and Inspectors shall be properly licensed code enforcement officials.

The Construction Office Control Person shall provide appropriate assistance to support the work performed by the Construction Official and the Construction Code Enforcement officials.

**5. Designation of Code Officials**

The Construction Code and Subcode Officials shall be designated by Pittsgrove as the Construction Code and Subcode Officials for the enforcement of the State Uniform Construction Code and related ordinances of Pittsgrove and Elmer. Said designation shall be by letter which shall be on file with Pittsgrove, Elmer and the New Jersey Department of Community Affairs, Bureau of Regulatory Affairs. A copy of any Pittsgrove resolution appointing the Construction Code and Sub code Officials shall be provided to Elmer.

**6. Services to be Performed**

The following administrative and enforcement activities shall be provided by Pittsgrove:

- a. Construction Code Official
- b. Building Sub code Official
- c. Plumbing Sub code Official
- d. Fire Sub code Official
- e. Electrical Sub code Official
- f. Construction Office Control Person

The New Jersey Department of Community Affairs currently retains responsibility for any and all elevator inspections.

**7. Hours of Operation**

The Construction Code Official and Subcode Officials shall be available at the Pittsgrove Township Municipal Building during the hours determined by the Construction Code Official and approved by the Pittsgrove Township Committee. The hours shall be sufficient to accommodate residents of Pittsgrove and Elmer. Business shall be conducted at the Pittsgrove Township Construction Office, 989 Centerton Road, Pittsgrove, New Jersey. The Construction Office hours are currently:

Monday	8:30 am-1:30 pm AND 6:00 pm-9:00 pm
Tuesday	8:30 am-1:30 pm
Wednesday	8:30 am-1:30 pm
Thursday	closed
Friday	8:30 am-1:30 pm
Saturday	closed
Sunday	closed

Should it become necessary to permanently or temporarily increase the current scheduled office hours of the Construction Office in order to meet the additional demands placed on the office by Elmer, the two parties to this agreement shall meet to discuss how best to resolve those matters.

**8. Maintenance of Records**

Inspectors shall maintain documented records of activity on forms approved by the Construction Code Official, recording all inspections and activities, and shall be specific with regard to location, dates and hours of service.

All active files, records and support documentation shall be maintained on file in the Township of Pittsgrove Construction Office for the time they are active and for one year following their closing. Access to any public record is governed under the Open Public Records Act and will be handled by the Township Clerk of the respective municipality that

has actual possession of the records at the time the request is made. Access to any Elmer record by Elmer Officials will be made available on an as needed basis.

When files, records and support documentation related to Elmer cases are closed from active status, said materials shall be returned to Elmer for records retention in accordance with the standards in the State of New Jersey.

All hard copy and electronic records relating to Elmer cases which pertain to this service which are maintained by Pittsgrove shall be turned over to Elmer when said services cease.

Pittsgrove utilizes a computer based records management system (Roadrunner) for the Construction Office. If Elmer has not been assessed and billed a separate one time initial software installation fee prior to the date of this Agreement, then the parties shall negotiate and agree to an amount to be charged for such installation. Elmer will be assessed a separate annual software maintenance and licensing fee from the vendor, which will be billed directly to Elmer. Said software license for Elmer and the associated data from Elmer will be transferred to Elmer at the conclusion of this agreement.

Pittsgrove will furnish the necessary compatible hardware necessary to utilize the records management program. Said hardware shall remain the property of Pittsgrove at the conclusion of this agreement.

#### 9. Other Activities

The following activities are specifically excluded from this agreement:

- a. Zoning Officer
- b. Housing Inspection
- c. Construction Code Maintenance
- d. Housing Code Enforcement and Maintenance
- e. Bureau of Fire Safety
- f. Fire Inspector

Nothing in this agreement shall be interpreted to prevent either Pittsgrove or Elmer from providing other services that do not conflict with the Construction Office services described herein.

#### 10. Enforcement

The Construction Code Official of Pittsgrove shall conduct investigations and inspections or supervise sub-code officials and other personnel in making same and shall inform Elmer regarding any violation of statutes related to the Uniform Construction Code occurring within Elmer. A copy of all written Notices of Violation issued for Elmer shall be provided to Elmer.

The Construction Code Official of Pittsgrove shall provide Elmer with evidence of violations and shall assist the Elmer Solicitor in obtaining compliance and enforcing compliance with the law.

Elmer shall be solely responsible for its own enforcement actions. The sole cost for 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 by Elmer. Pittsgrove shall insure that the Construction Code Official and/or other Subcode Officials and/or inspectors are available to testify and provide documentation substantiating any investigation they had undertaken and the results thereof.

**11. Summons Power**

The Construction Code Official shall have the power to issue notices and summonses for violations on behalf of Elmer.

**12. Reports and Meetings**

The Construction Code Official shall furnish Elmer with a written report of services rendered within thirty (30) calendar days following the end of each calendar quarter. The Construction Code Official shall be responsible for timely submission of the annual report to the New Jersey Department of Community Affairs on behalf of Elmer. A copy of said report will be made available to Elmer officials upon request.

Periodic reporting of activities shall be made by the Construction Code Official upon request from Elmer Representative.

During the term of this agreement, both parties agree to review the scope and quality of services provided by Pittsgrove in order to insure that all services are properly and adequately provided to Elmer.

Duly authorized representatives of Pittsgrove and Elmer shall meet together at least annually during the term of this agreement. Discussions will cover mutual problems and needs, objectives, methods of obtaining objectives, and an evaluation of accomplishments. Additional meetings may be called at any time by either Pittsgrove or Elmer.

**13. Compensation to the Township**

In exchange for providing the Construction Office services as described herein, all revenues generated by the performance of said services, including but not limited to, all license fees, permit fees, inspection fees, re-inspection fees, certificate of occupancy fees, or other fees collected by the Construction Code Office personnel, shall be retained by Pittsgrove. Collection of fees and reporting of same to the appropriate regulatory agency shall be the responsibility of the Construction Code Official.

Should the revenue generated by Elmer be insufficient to cover the direct or indirect expenses incurred by Pittsgrove for Construction Services provided to Elmer at any time during the course of this agreement, Elmer shall make a separate payment to Pittsgrove equal to the amount of the shortfall. Expenses incurred shall include, but not be limited to document printing, vehicle maintenance, publications, office supplies, education and training, travel, office equipment, gasoline, cell phone charges, mileage, salaries and benefits, computer support services and legal expenses to defend any related lawsuit or legal action. Revenue and expense reports shall be reviewed at a quarterly meeting of the parties to this agreement and such payment shall be made by Elmer no later than 30 days following the receipt of an invoice from Pittsgrove for said revenue shortfalls.

**14. Rate Schedule**

The fee schedules currently established by Pittsgrove shall be the schedules observed when providing Construction Code Enforcement Services to Elmer. Pittsgrove shall have the right, when necessary, to establish new fee schedules which, when ordained, shall also be observed when said services are performed for Elmer.

Elmer shall be responsible for taking whatever action is necessary to affirm the fee schedules applicable for those services when provided to Elmer. Said actions may include, but shall not be limited to adoption of said fee schedule by ordinance.

**15. Duration**

This Agreement shall become effective as of January 1, 2013, or upon the passage of an authorizing resolution by both entities, as required by *N.J.S.A. 40A:11-10* and following notification to the New Jersey Department of Community Affairs. This Agreement shall terminate December 31, 2017. Either party may cancel this Agreement upon ninety (90) calendar days advance written notice to the other.

**16. Municipal Representatives**

Pittsgrove and Elmer both agree to appoint a representative to act as a liaison and contact for the duration of this agreement in order to facilitate direct and orderly communications.

**17. Dispute of Services**

In the event of any dispute as to the terms of this Agreement, Pittsgrove and Elmer shall each name an individual to address and resolve any such disputes.

**18. Contracting with Private Parties**

In the event Pittsgrove utilizes the services of a special inspector, private contractor or professional entity to act as a contractor and/or consultant to perform, and/or to assist in the performance of the services described herein, Pittsgrove shall award the contract in accordance with Local Public Contracts Law, the Uniform Construction Code, and any other applicable regulations. The Construction Code Official shall decide when a conflict of interest exists and will assign said project to another qualified entity of his choosing.

**19. Entire Agreement**

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by both parties hereto.

**20. Severability**

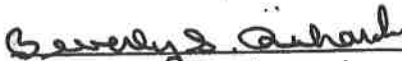
If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

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

ATTEST

\_\_\_\_\_  
Steven R. Wymbs, Acting Clerk

ATTEST

  
\_\_\_\_\_  
Beverly S. Richards, Clerk

TOWNSHIP OF PITTSGROVE

\_\_\_\_\_  
By: Linda A. DuBois, Mayor

BOROUGH OF ELMER

By:  \_\_\_\_\_ Mayor