

Sent to DCA

7/1/14

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DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Sandy Hook Twp. COUNTY: Sussex

RECIPIENT: Hampton Twp. COUNTY: Sussex

BRIEF DESCRIPTION OF SERVICE:

Construction Dept. Services

EFFECTIVE DATE: July 1, 2014

EXPIRATION DATE: June 30, 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.

Sent w/ Resolution and contract via email on July 7, 2014.

**CONSTRUCTION DEPARTMENT
SHARED SERVICES AGREEMENT
BETWEEN
THE TOWNSHIP OF SANDYSTON
AND
THE TOWNSHIP OF HAMPTON**

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

THE TOWNSHIP OF SANDYSTON, a municipal corporation of the State of New Jersey (referred to as "Provider"); and

THE TOWNSHIP OF HAMPTON, a municipal corporation of the State of New Jersey (referred to as "Recipient").

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

ARTICLE I: AUTHORITY

The Provider and Recipient enter into this Shared Services Agreement for the provision of Construction Department services in accordance with N.J.S.A. 40A:65-1 et seq.

ARTICLE II: SCOPE OF SERVICES

A. Designation as General Agent.

1. The Provider is hereby designated as the agent of the Recipient, to furnish Code Administration and Enforcement services under the Uniform Construction Code, N.J.A.C. 5:23-1 et seq. and its Subcodes and as the Municipal Zoning Officer. The Recipient shall supply its own Fire Subcode Official.
2. Additional municipalities may be added as new participants to this Shared Construction Department at the sole discretion of the Provider. The addition of new participants shall not affect the level of services being provided to Recipient. If additional services are to be supplied there shall be an amendment to this Agreement.

B. Responsibility.

At all times, the Provider shall maintain responsibility for and control over the personnel furnished by Provider to operate the Recipient's construction department ("The Construction Department"). All personnel complaint resolutions shall be handled through the Provider. The Township Committee/Personnel



Director of the Provider and/or the Department of Community Affairs, as appropriate, shall handle any public complaints involving the Construction Official and Staff.

Employees furnished under this Agreement shall be Sandyston Township employees, subject to any employment agreements between the Township and the employees, as well as the Township Personnel Ordinances including the terms of employment and qualifications for benefits.

C. Supervision of Staff.

1. The Provider, in conjunction with the Recipient, shall establish office hours for the operation of the Construction Department.
2. The Construction Official, furnished by the Provider, shall be responsible for the operation and supervision of the Construction Department and shall direct and supervise all activities and employees of the Construction Department.
3. As appropriate, all employees furnished by the Provider shall be properly licensed subcode officials and/or inspectors as appropriate.
4. Recipient shall furnish appropriate clerical support staff, as determined by Recipient's Municipal Administrator in conjunction with the Construction Official.
5. Recipient shall furnish its own Fire Subcode Official.

D. Designation as Code Officials and Inspectors.

Provider shall designate, with the concurrence of the Recipient, the Code and Subcode Officials, as well as the Inspectors, except for the Fire Subcode Official, as set forth above, for the enforcement of the State Uniform Construction Code and related ordinances of the Recipient. Code and Subcode Officials and Inspectors shall be duly licensed by the New Jersey Department of Community Affairs, Division of Codes and Standards. The aforesaid appointments shall be by letter from the Provider, which letter shall be on file with the Provider, the Recipient and the State of New Jersey Department of Community Affairs, Division of Codes and Standards.

ARTICLE III: ACTIVITIES

A. Services to be Performed

The following administrative and enforcement personnel will be provided by the Provider to the Recipient:

- a. Construction Official/Building Subcode Official to also serve as Building Inspector & Zoning Officer
- b. Plumbing Subcode Inspector
- c. Electrical Subcode Inspector ;and
- d. Zoning Officer (Code Enforcement Official)

B. Hours & Place of Operation

All matters performed for Recipient shall be conducted at the Recipient's office located at 1 Rumsey Way, Newton, NJ 07860. All inspection records and business dealing pertaining to the Recipient shall be maintained and conducted at that location.

The Construction Official/Building Inspector , Plumbing Subcode, Inspector and Electrical Subcode Inspector provided pursuant to this Agreement shall maintain records of all inspections and activities conducted within the Recipient Municipality as may be required by and in accordance with the Codes and Laws of the State of New Jersey.

Inspections shall be scheduled by the Recipient's office subject to the approval of the Construction Official, Plumbing Subcode Inspector, and Electrical Subcode Inspector as may be applicable. The Construction Official/Building Inspector, the Plumbing Subcode Inspector and the Electrical Subcode Inspector will be available for plan review and inspection activities on days and times determined by the Recipient in conjunction with the Construction Official. All inspections shall be performed within 72 hours of the request for an inspection.

The Construction Official shall have posted hours in office of Recipient as determined by the Recipient in conjunction with the Construction Official and the Construction Official not to exceed 20 hours a week, subject to holidays and vacation schedules. The Construction Official and all Subcode Inspectors will plan review and sign off on permits and on all completed permits weekly.

The Plumbing Subcode and Electrical Subcode Inspectors will not have posted office hours. However, the Plumbing and Electrical Subcode Inspectors will be available by phone, subject to holidays and vacation schedules, to arrange for plan review in a timely manner. Plumbing and Electrical Subcode officials will have inspection days as determined by the Recipient in conjunction with the Construction Official and in conjunction with appropriate Subcode Official. Plumbing and Electrical Subcode officials will provide plan review and sign off on permits, perform requested inspections, and sign off on all completed permits weekly.

C. Maintenance of Recipient Records

1. The appropriate Officials and Inspectors 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. All forms will be submitted to the Recipient's administrator for approval unless standard forms are required by the New Jersey Department of Community Affairs. All activity and closed files, records and support documentation shall be maintained on file in the offices of the Recipient.

ARTICLE IV: EMPLOYEES

A. Licensed Personnel and Staff

The Provider may employ subcontractors and/or contract with third party entities, to supply any services for which the Provider does not have qualified in-staff personnel. Employment of subcontractors and/or contracts with third-party entities shall be awarded pursuant to any applicable bidding requirements imposed by N.J.A.C. 5:23-1.1 et seq., including, but not limited to, N.J.A.C. 5:23-4.5A, as well as any other applicable state law. There will be no additional cost to the Recipient, for such services during the calendar year in which the subcontractors or contractor employees are hired, however, the Provider reserves the right to adjust the cost to the Recipient to reflect such expenses, commencing on January 1 of the following year. Any increase shall be included in the subsequent year statement of costs for the Recipient provided for in Article IX.A of this Agreement.

B. Staffing Pattern

1. The following shall constitute the staffing pattern for the Construction Department of the Recipient:
 - a. Part-time employee coverage for: Construction Official/ Building Inspector; Plumbing Subcode Inspector; Electrical Subcode Inspector and Zoning Officer.
 - b. Recipient shall furnish appropriate clerical support staff, as determined by the Recipient's Administrator, in conjunction with the Construction Official.
 - c. Recipient shall furnish its own appropriate Fire Subcode Official.
2. Adjustments and Considerations:

After initial staffing patterns have been approved upon execution of this

Agreement, if additional personnel are deemed necessary in order to operate the department, the addition shall be done by amendment to this Agreement, including allocation of the costs amongst the parties hereto. Adequate notice of any additional costs shall be given by the Provider to the Recipient prior to the next budget year.

ARTICLE V: ENFORCEMENT

A. Investigations and Inspections

The Construction Official shall conduct investigations and inspections or supervise personnel in making same 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 Construction Official shall provide the Provider and Recipient with evidence of violations and assist the appropriate municipal attorney(s) 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 Construction Official and/or Construction Department personnel shall make themselves available to testify and provide documentation in support of the investigation they have undertaken, including the results of the investigation.

C. Violations

The Construction Official and/or appropriate Subcode Official or Inspector shall have the power to issue notices and summonses for violations on behalf of the Provider and the Recipient.

ARTICLE VI: REPORTS AND MEETINGS

A. Reports

1. **Monthly:** The Construction Official and Zoning Officer shall furnish the Recipient with a written report monthly. The report itemizing all services rendered in the Recipient and make suggestions for improvement of construction code and Zoning enforcement services.
2. **Annual:** The Construction Official and Zoning Officer shall furnish the Recipient with an annual report of services rendered to Recipient..

3. Periodic: Periodic reporting of activities shall be made by the Construction Official, upon request by the Administrative Officer of the Recipient.

B. Meetings

A representative from the Provider's Township Committee shall be available for meetings at a mutually convenient time with the representatives of the Recipient upon request of either party. Discussions will cover mutual problems and needs, objectives, and an evaluation of accomplishments.

ARTICLE VII: FEES

A. Retention

All license fees, permit fees and other fees collected for the Recipient shall be retained by the Recipient and deposited as may be required by law.

B. Establishment of Fees

The Recipient shall develop a uniform fee schedule as required by N.J.A.C. 5:23-4.17(d).

ARTICLE VIII: FUNDING

- A. For the year 2014, Recipient costs for the Construction Department shall be paid to the Provider as follows:**

	<u>2014</u>
Construction Official/Building Inspector/Zoning Officer	\$17,500.00
Plumbing Subcode	\$ 4,221.00
Electrical Subcode	\$ 5,338.00
Shared Service Fee (Payroll/Pension/ Administrative Costs	\$ 4,059.00
HAMPTON – TOTAL COSTS	\$31,118.00

For subsequent years, the Provider will provide a written statement of the costs for the Recipient on or before January 1st of that year.

B. Quarterly Payments by Recipient to Provider

The Recipient shall provide sufficient funds in its budget to cover contract costs. The Recipient shall provide quarterly payment for the service charges, based on the figures shown under Article VIII, Section A, for the duration of the term of the agreement.

The quarterly payments shall be made as follows: first payment, upon signing of this Agreement; second, October 1.2014 then on January 1st, April 1st, July 1st and October 1st of each subsequent year this agreement is in effect.

If Recipient fails to make any payments by the twentieth day of the month in which it is due Recipient shall pay 5% late penalty for that payment, as well as interest on the payment to accrue at the rate of 5% per annum. If the Recipient or a future Recipient or the Provider fails to pay their contribution in a timely manner twice, they may be subject to removal by the affirmative vote of a majority of the remaining participants. The Recipient shall be responsible for all costs incurred to the date of removal as well as any costs associated with the removal of the municipality from the joint agreement.

C. Mileage Reimbursement

The Construction Official /Building Inspector/ Zoning Officer, the Plumbing and Electrical Inspectors may submit mileage expense forms provided by the Recipient for inspections done in the Recipients municipality. Expense forms are to be completed on a monthly basis and submitted to Recipient for reimbursement. Mileage reimbursements are outside this Agreement. The mileage reimbursement shall be in accordance with the Recipients applicable reimbursement policy.

ARTICLE IX: INSURANCE & LITIGATION

A. Liability Insurance and Litigation

Provider shall obtain a liability insurance policy naming the Recipient as an additional insured insuring Provider and Recipient from liability which may arise from operation of the Construction Department. In the event a monetary claims, demand, debt, liability, cause of action, legal proceeding or similar such action is filed against Recipient from the services provided under the Agreement; Recipient shall provide immediate written notice to Provider. Provider shall turn the matter over to the insurance carrier to defend and address such issue.

In the event a non-monetary claims, demand, debt, liability, cause of action, legal proceeding or similar such action is filed against any Recipient stemming from the services provided under this Agreement; the municipality wherein the cause of action arose shall defend such action. In the event the Provider is named in any action involving a non-monetary claim, involving inspections performed in the Recipients municipality Recipient shall provide a defense to the Provider and/or its personnel.

B. Submission of Agreement to Insurance Agents and/or Companies

Each party to this Agreement shall provide a copy of this Agreement to its respective insurance agent and/or insurance companies providing professional as well as general liability coverage. The parties agree in the event one or more of their respective insurance companies raise an issue as to coverage under this Shared Services Agreement the parties shall amend this Agreement to reasonably address such insurance coverage issues. In the event an insurance agent or company raises an issue as referenced above such action shall serve as a basis for voiding or terminating this Agreement.

ARTICLE X: GRANTS

Once this Shared Agreement has been signed by all parties, the Provider's Administrator shall prepare an R.E.D.I. Grant application and submit it to the State of New Jersey in order to apply for assistance in offsetting start-up costs. To the extent a Grant is received, Recipient and all future participants shall enjoy the benefit of the Grant on a pro rata basis. All parties recognize that there is no guarantee that a Grant will be approved by the State of New Jersey but shall not use such Grant application as a basis for withholding or otherwise reducing any payments owed under this Agreement.

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

A. Duration

Duration of the agreement shall be for a period, as provided for by N.J.A.C. 5:23-4.6, beginning on or about July 1 2014 and terminating on June 30, 2018 unless terminated earlier in accordance with Article XI B hereof.

B. Termination

Either party may terminate this Agreement as of December 31 of any calendar year during the life of the agreement, by providing written notice to the other party on or before November 1st of the prior calendar year.

C. Amendment

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Mayor of each municipality.

D. Interpretation

Any questions regarding proper interpretation of the terms of the agreement shall be submitted by the Municipal Administrators of the Provider and the Recipient,

to the municipal attorney of the Provider as well as to the municipal attorney of Recipient, for interpretation. Absent a unanimous opinion, the requesting party may terminate its participation in the agreement as provided for in Article XI, Section B. In the absence of a unanimous agreement to the interpretation of the terms of Agreement or the satisfactory performance by any of the parties or the services and other responsibilities provided in this Agreement the issue shall be solved in accordance with the following:

Step A: The Recipient Mayor and the Provider's Mayor shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, both parties may submit the matter as provided for in Step B below or may terminate this agreement.

Step B: In the event that a dispute cannot be resolved in Step A, it shall be submitted to the American Arbitration Association for binding arbitration. The cost of the same is to be borne equally by both parties.

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

TOWNSHIP OF SANDYSTON

Attest:



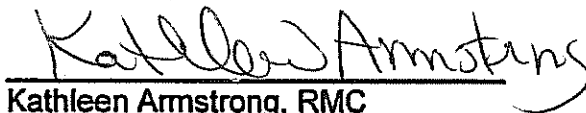
Amanda F. Lobban, RMC
Municipal Clerk


By: Fred V. MacDonald, Mayor

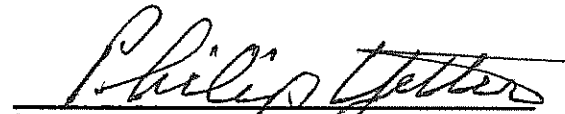
Dated: 6/10/2014

TOWNSHIP OF HAMPTON

Attest:



Kathleen Armstrong, RMC
Municipal Clerk


By: Philip Yetter, Mayor

Dated: 6/24/14

SANDYSTON TOWNSHIP

R-45-2014

A RESOLUTION FOR THE TOWNSHIP OF SANDYSTON TO ENTER SHARED SERVICE AGREEMENT WITH THE TOWNSHIP OF HAMPTON FOR THE PROVISION OF CONSTRUCTION DEPARTMENT SERVICE FOR 2014

WHEREAS, THE TOWNSHIP OF SANDYSTON, a municipal corporation of the State of New Jersey and **THE TOWNSHIP OF HAMPTON**, a municipal corporation of the State of New Jersey desire to enter into a Shared Services Agreement for the provision of Construction Department services in accordance with N.J.S.A. 40A:65-1 et seq. in substantially the form attached hereto; and

WHEREAS, the Township of Sandyston is hereby designated as the agent of the Township of Hampton, to furnish Code Administration and Enforcement services under the Uniform Construction Code, N.J.A.C. 5:23-1 et seq. and its Subcodes; and

WHEREAS, said Shared Service Agreement shall be for a period beginning on or about **July 30, 2014** and terminating on **June 30, 2018**; and

WHEREAS, the previous Shared Service Agreements between the Township of Sandyston and the Township of Hampton for Electrical and Plumbing Sub-Code Services shall terminate and shall be replaced by this Agreement.

THEREFORE, BE IT RESOLVED the Sandyston Township Committee of the Township of Sandyston hereby agrees to enter into the shared service agreement for the provision of Construction Department services in accordance with N.J.S.A. 40A:65-1 et seq., and shall replace any previous agreement between the parties for services contained in the Agreement.

BE IT FURTHER RESOLVED that the Township Committee of the Township of Sandyston hereby authorizes the Mayor and Municipal Clerk to execute said Shared Service Agreement in substantially the form attached hereto on behalf of the Township Committee of the Township of Sandyston. A copy of the Shared Service Agreement and this Resolution will be placed on file in the office of the Municipal Clerk.

CERTIFICATION

I hereby certify that the above resolution was adopted by the Township Committee of the Township of Sandyston at a meeting held on June 10, 2014, at the Sandyston Township Municipal Building, Sandyston, New Jersey 07826.



Amanda F. Lobban, RMC
Municipal Clerk

**A RESOLUTION FOR THE TOWNSHIP OF HAMPTON TO ENTER SHARED
SERVICE AGREEMENT WITH THE TOWNSHIP OF HAMPTON FOR THE
PROVISION OF
CONSTRUCTION DEPARTMENT SERVICE FOR**

WHEREAS, THE TOWNSHIP OF SANDYSTON, a municipal corporation of the State of New Jersey and **THE TOWNSHIP OF HAMPTON**, a municipal corporation of the State of New Jersey desire to enter into a Shared Services Agreement for the provision of Construction Department services in accordance with N.J.S.A. 40A:65-1 et seq. in substantially the form attached hereto; and

WHEREAS, the Township of Sandyston is hereby designated as the agent of the Township of Hampton, to furnish Code Administration and Enforcement services under the Uniform Construction Code, N.J.A.C. 5:23-1 et s q. and its Subcodes; and

WHEREAS, said Shared Service Agreement shall be for a period beginning July 1, 2014 and terminating on June 30, 2014; and

WHEREAS, the previous Shared Service Agreements between the Township of Sandyston and the Township of Hampton for Electrical and Plumbing Sub-Code Services shall terminate and shall be replaced by this Agreement.

THEREFORE, BE IT RESOLVED the Hampton Township Committee of the Township of Hampton hereby agrees to enter into the shared service agreement for the provision of Construction Department services in accordance with N.J.S.A. 40A:65-1 et seq., and shall replace any previous agreement between the parties for services contained in the Agreement.

BE IT FURTHER RESOLVED that the Township Committee of the Township of Hampton hereby authorizes the Mayor and Municipal Clerk to execute said Shared Service Agreement in substantially the form attached hereto on behalf of the Township Committee of the Township of Hampton . A copy of the Shared Service Agreement and this Resolution will be placed on file in the office of the Municipal Clerk.

CERTIFICATION

I hereby certify that the above resolution was adopted by the Township Committee of the Township of Hampton at a meeting held on June 24, 2014, at the Hampton Township Municipal Building, Newton, New Jersey 07860.

Date: 6/24/14

Kathleen Armstrong
Twp Clerk