

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: HARDYSTON TOWNSHIP COUNTY: SUSSEX

RECIPIENT: TOWNSHIP OF WANTAGE COUNTY: SUSSEX

BRIEF DESCRIPTION OF SERVICE:

CONSTRUCTION DEPARTMENT SERVICES

EFFECTIVE DATE: SEPTEMBER 1, 2014

EXPIRATION DATE: DECEMBER 31, 2019

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.

**INTER-LOCAL CONSTRUCTION/SUB-CODE SERVICES
SHARED SERVICE AGREEMENT
BETWEEN
THE TOWNSHIP OF HARDYSTON
AND
THE TOWNSHIP OF WANTAGE**

THIS AGREEMENT, commencing on September 1, 2014, by and between the Township of Hardyston in the County of Sussex and the State of New Jersey, hereinafter referred to as the "Provider" and the Township of Wantage in the County of Sussex and the State of New Jersey hereinafter referred to as the "Recipient":

WITNESSETH, that the Recipient desires to contract with the Provider certain inter-local construction/sub-code services as hereinafter set forth;

NOW THEREFORE, it is understood and agreed as follows:

1. Provider shall provide to the Recipient inter-local services relative to construction office functions, as outlined below:
 - a. Services shall commence on September 1, 2014 and the rate shall be pro-rated for the number of months that service is provided.
 - b. The annual cost for said services shall be \$160,000.00 for the period of November 1, 2014 – December 31, 2019.
 - c. Hardyston Township will manage the Construction Department from the municipal building located at 149 Wheatsworth Road in Hardyston. A satellite office will also be operated from the Wantage Municipal Building at 888 Route 23 South, Wantage.
 - d. The Wantage Township satellite office will be open daily with clerical support staff manning the office between the hours of 8:30 a.m. and 2:30 p.m. each day (one day per week the office will close at 1:30 p.m.; total weekly hours are not to exceed 29). Should an individual need to contact or do business with the Department after 2:30 p.m., the main office of the Department at the Hardyston Municipal Building will be open and available to Wantage residents and contractors during normal business hours Monday through Friday (excluding holidays) until 4:30 p.m.
 - e. Either the Construction Official or the Building Inspector/Sub-code Official (predominantly the Building Inspector/Sub-code Official) will be working out of the Wantage satellite office Monday and Wednesday mornings until noon. It is anticipated that the Construction Official or Building Inspector/Sub-code Official would be available to meet with the public for scheduled appointments in the office during those hours, in addition to performing inspections. Inspections in Wantage will also be conducted at other times throughout the week, scheduled in coordination with the needs of Hardyston Township and all of its partners.
 - f. In addition to the times where the Construction Official and/or Building Inspector/Sub-code Official is working physically in Wantage Township, the Construction Official and/or Building Inspector/Sub-code Official shall be available for consultation with the public and/or Wantage Township employees during normal business hours. The Construction Official and Building Inspector/Sub-code Official will be available, under special circumstances at no additional charge, to be in Wantage at times outside of the scheduled times to be established by the parties for special meetings, appointments relative to special circumstances or emergencies, or for necessary court appearances.

- g. The following administrative enforcement personnel will be provided by the Provider to Wantage Township:
- Construction Official
 - Building Sub-code Official
 - Electric Sub-code Official
 - Plumbing Sub-code Official
 - Fire Sub-code Official (fire prevention will continue to be provided to Wantage under the existing contract for services)
- h. The Provider's existing staff presently consists of the following, which are employees of Hardyston Township (resumes will be provided under separate cover):
- Two full-time licensed Construction Officials, one of which serves as the Construction Official and Fire Sub-code Official and Inspector
 - The other will serve as the full-time Building Sub-code Official and Inspector
 - One part-time Electric Sub-code Official
 - One full-time Construction Technical Assistant
 - One full-time Assistant to the Construction Assistant
- i. Upon execution of this Agreement, Hardyston Township will hire one (1) additional clerical staff person. This new employee would be chosen at the discretion of and at a rate to be determined by Hardyston Township. This staff person will be assigned to work each day at the Wantage Township satellite office for a total of 29 hours per week.
- j. This Agreement does not provide for services related to fire prevention, zoning, housing or property maintenance inspections or compliance.
- k. Pursuant to state regulations, Hardyston Township's fee schedule will be applied to all permits received for projects or work to be completed within Wantage Township.
- l. All permit fees and other fees collected by Construction Department personnel shall be retained by Hardyston Township. The total revenue collected by Hardyston relating to Wantage's construction activity as of November 30 of each year shall be deducted from the contracted amount due from Wantage under the terms of the Agreement. Whatever balance remains due on November 30 of each year will be billed to Wantage Township to be payable before December 31. December permit fees collected shall be used by Hardyston to offset the calculation for the following year. Should fees be collected in excess of the contract amount, Hardyston Township will retain the first 20% of the contract amount (approximately \$32,000 for the first year) in order to offset expected increased costs to provide expanded services, under these types of unusual circumstances and the fees collected in excess of 20% over the contract amount would be split 20/80 (20% to Provider and 80% to Recipient) between the two municipalities thereafter.
- m. This Agreement is contingent upon Wantage Township leasing to Hardyston, under separate agreement, an appropriate and functional municipal vehicle to be utilized during the term of this Agreement in connection with transporting office staff between municipal offices and inspection sites, for the cost of \$1 (one dollar). Said vehicle will be utilized interchangeably with Hardyston Township's existing Construction Department fleet (presently consisting of 3 vehicles) to execute the delivery of service to Hardyston and all of its inter-local partners.

- n. Hardyston Township will provide for all operational needs of the Department, including but not limited to, office space at the Hardyston Township Municipal Building, utilities for said space, equipment, maintenance of all code books, general office supplies, copier and faxing capabilities, telephone vehicle and/or mileage reimbursements for inter-local employees of the Agreement, costs associated with education, licensing and certifications for inter-local Department employees, gasoline, vehicle maintenance for vehicles utilized by the Department and utilized to perform services under the Agreement.
 - o. At all times, Hardyston Township shall maintain responsibility for and control over the personnel hired to operate the Department. All citizen inquiries and/or complaint resolutions shall be handled through Hardyston Township. The Township Manager of Hardyston Township and/or the Department of Community Affairs, as appropriate, shall handle any public comments involving the Construction Code Official and staff. All inquiries, concerns or questions relating to the Department emanating from Wantage Township should be communicated to the Hardyston Township Manager through the Wantage Township Council.
 - p. The Construction Official shall furnish Wantage Township and Hardyston Township with an annual report of services rendered to each respective municipality. The Construction Official shall also provide Wantage Township with a comprehensive monthly report of activity, trends and revenue generation.
 - q. Upon execution of this Agreement, Wantage Township will provide Hardyston Township with a fully functional computer, appropriately loaded with Wantage's licensed Spatial Data Logic software and historical construction data to be installed within the Construction Department office at the Hardyston Township Municipal Building. Any costs associated with Wantage Township's vendor linking the Wantage satellite office system with the system at the Hardyston Municipal Building shall be at the expense of Wantage Township. Similarly, any annual fees or costs associated with the Spatial Data Logic system during the life of the contract shall be the responsibility of Wantage Township.
2. Term: This agreement shall commence on September 1, 2014 and terminate on December 31, 2019, unless sooner terminated as herein provided. The term of the contract shall be for 4 years, which will include an escalator of 2% per year calculated against the base 2014 rate of \$160,000.
 3. Any required legal advice or court appearances involving Wantage Township property, electric, building or fire sub-code matters shall be the sole responsibility of the Wantage Township attorney.
 4. It is further agreed by and between the parties that this agreement shall be automatically renewed at its terminal date for successive new one year terms upon the same terms and conditions, except the payment provided for in paragraph b, which shall be adjusted each year by the parties, or otherwise the rate shall increase 2%.

5. Parties agree to renegotiate terms of any renewal upon request of the other at least ninety (90) days prior to conclusion of this Agreement or any renewal thereof.

ATTEST:

BY: Jane Bakalarczyk
Jane Bakalarczyk, Township Clerk

Dated: August 28, 2014

ATTEST:

BY: James R. Doherty
James R. Doherty, Township Clerk

Dated: August 28, 2014

TOWNSHIP OF HARDYSTON

BY: Stanley Kula
Stanley Kula, Mayor

TOWNSHIP OF WANTAGE

BY: William DeBoer
William DeBoer, Mayor