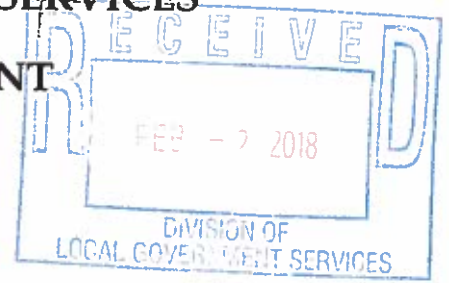


DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET



PROVIDER: Bordentown Township COUNTY: Mercer

RECIPIENT: Robbinsville Township COUNTY: Mercer

BRIEF DESCRIPTION OF SERVICE:

backup construction official and inspectors due to a conflict of interest for Robbinsville

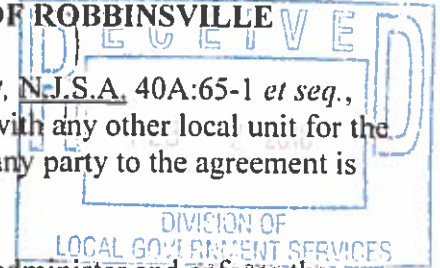
EFFECTIVE DATE: 12/29/16

EXPIRATION DATE: 12/29/20

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$0--for conflict reasons only

Please submit this cover sheet with shared service agreement either via email to EKG@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.

A RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICES AGREEMENT FOR BACK-UP CONSTRUCTION OFFICIAL SERVICES BETWEEN BORDENTOWN TOWNSHIP AND THE TOWNSHIP OF ROBBINSVILLE



WHEREAS, the *Uniform Shared Services and Consolidation Act*, N.J.S.A. 40A:65-1 *et seq.*, permits local units of this State to enter into shared services agreements with any other local unit for the joint provision within their combined jurisdictions of any service which any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, N.J.A.C. 5:25-4.6 authorizes two municipalities to administer and enforce the Construction Code services and the applicable regulations and sub-codes under the regulations; and

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

WHEREAS, if conflicts arise or a Construction Official or inspector is unavailable, back-up Construction Official services must be performed by officials or another municipality, in accordance with N.J.A.C 5:53-4,5 (j)(1) and (2); and

WHEREAS, Robbinsville has identified the need for a back-up Construction Official on the project known as Robbinsville SDF approved by the Planning Board for the Township of Robbinsville via Resolution PB 2017-13; and

WHEREAS, Bordentown has been providing said services since December 29, 2016; and

WHEREAS, the municipalities wish to memorialize said shared services agreement for the term from December 29, 2016 through December 29, 2020; and

WHEREAS, this agreement is in the best interest of the Township of Robbinsville.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Robbinsville, in the County of Mercer and State of New Jersey, that the Shared Services Agreement between Bordentown Township and the Township of Robbinsville to provide back-up Construction Official services for Robbinsville SDF is authorized and accepted and the proper officials of the Township of Robbinsville are authorized to execute said agreement.

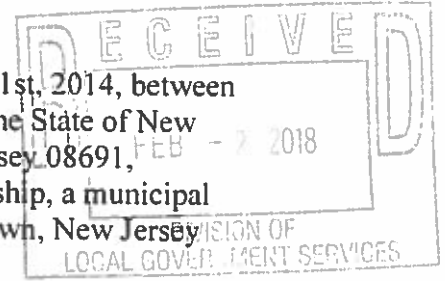
BE IT FURTHER RESOLVED that the agreement shall take effect upon the execution of agreement by the parties in accordance with N.J.S.A. 40A:65-1, *et seq.*

I certify this to be a true copy of a resolution adopted by the Township Council of the Township of Robbinsville at a meeting held on January 25, 2018.

Michele Seigfried, Municipal Clerk

SHARED SERVICES AGREEMENT BETWEEN ROBBINSVILLE TOWNSHIP AND
BORDENTOWN TOWNSHIP

THIS SHARED SERVICES AGREEMENT, effective April 1st, 2014, between the TOWNSHIP OF ROBBINSVILLE, a municipal corporation of the State of New Jersey, with offices located at 2298 Route 33, Robbinsville, New Jersey 08691, hereinafter referred to as "Robbinsville", and the Bordentown Township, a municipal corporation of the State of New Jersey, 1 Municipal Drive, Bordentown, New Jersey 08505, hereinafter referred to as "Bordentown".



Witnesseth that:

WHEREAS, the *Uniform Shared Services and Consolidation Act*, N.J.S.A. 40A:65-1 *et seq.*, permits local units of this State to enter into shared services agreements with any other local unit for the joint provision within their combined jurisdictions of any service which any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, N.J.A.C. 5:25-4.6 authorizes two municipalities to administer and enforce the Construction Code services and the applicable regulations and sub-codes under the regulations; and

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

WHEREAS, if conflicts arise or a Construction Official or inspector is unavailable, back-up Construction Official services must be performed by officials or another municipality, in accordance with N.J.A.C 5:53-4,5 (j)(1) and (2); and

WHEREAS, Robbinsville has identified the need for a back-up Construction Official on the project known as Robbinsville SDF approved by the Planning Board for the Township of Robbinsville via Resolution PB2017-13; and

NOW, THEREFORE, IN CONSIDERATION of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Scope of Services:** Bordentown agrees to provide Robbinsville with Construction Code Services, including inspections, the issuance of permits, emergency call-out services and other such services as may be necessary in the normal course of inspections. Robbinsville hereby authorizes Bordentown to administer and enforce all regulations and sub-codes relating to the Construction Code Services. To the extent necessary, Robbinsville shall be responsible for providing its own legal services and any other non-construction code services that may be necessary.

2. Standard Fees. The fees payable by Robbinsville to Bordentown for the performance of the services described in Paragraph 1 shall be those fees collected for the issuance of permits and inspections.

Bordentown shall ensure that its fee ordinance remains consistent with the Township's fee ordinance.

3. Liability. In no event shall the Township of Robbinsville or Bordentown Township be liable to the other for any indirect, incidental, exemplary, punitive, or other consequential damages whether or not foreseeable, arising out of or in relation to this agreement event if advised beforehand of the possibility of such liability. Furthermore, it is understood and agreed that the Township of Robbinsville and Bordentown Township shall each be responsible for the negligence of their own employees, agent or servants.

4. Construction Code Official. The term of office of any Construction Code Official appointed under the Agreement shall, except for good cause, be four (4) years.

5. Conflict of Interest. The provisions of N.J.A.C. 5:23-4.3 regarding conflict of interest shall be applicable to this Agreement and the services provided herein.

6. Effective Date/Termination.

a. This Agreement shall be for a term effective December 29, 2016 and ending December 29, 2020. Each party shall notify the other in writing sixty (60) days before the expiration of this Agreement if it desires to continue services and negotiate a new agreement.

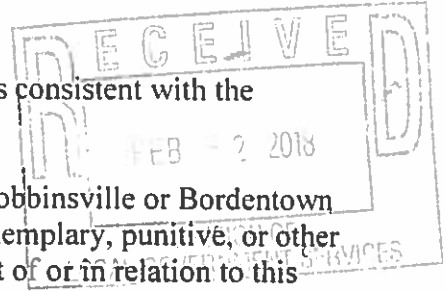
b. If this Agreement is terminated or otherwise invalidated for any reason before the end of the term, or if the parties do not negotiate a new agreement, all permit and inspection fees collected as of the effective date of termination or as of December 29, 2020, whichever occurs first, shall belong the Township, regardless of the status of said permits and inspections.

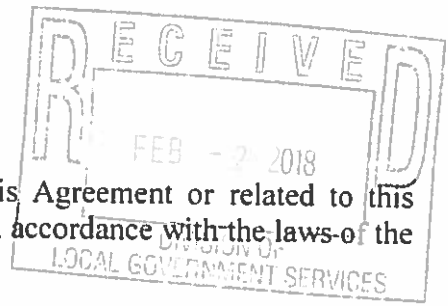
8. **Notices.** All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the following designated municipal representatives:

A. The designated municipal representative for Robbinsville is:

Township Clerk
Township of Robbinsville
2298 Route 33
Robbinsville, NJ 08691

B. The designated municipal representative for Bordentown is:





9. **Choice of Law.** Any dispute arising under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
10. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties and cannot be changed or modified orally.
11. **Modification.** This Agreement may only be supplemented, amended or revised in writing, which has been duly authorized by the Parties and signed by the proper authorized representatives thereof.
12. **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable, in any respect, by any court of competent jurisdiction, the rest of this Agreement shall nevertheless remain in full force and effect.
13. **Filing.** A copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.

IN WITNESS WHEREOF, parties of the Agreement have caused it to be signed by their proper officers and their corporate seals to be affixed as of the day and year set forth above.

ATTEST: (Affix Seal)

TOWNSHIP OF ROBBINSVILLE

MICHELE SEIGFRIED,
Township Clerk

By:

DAVID FRIED, Mayor

ATTEST: (Affix Seal)

BORDENTOWN TOWNSHIP

COLLEEN M. ECKERT,
Township Clerk

By:

STEVE BENOWITZ, Mayor