

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

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 MONTAGUE, 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.
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. Any addition shall be by amendment to this agreement.

B. Responsibility.

At all times, the Provider shall maintain responsibility for and control over the personnel hired to operate the department. All 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 Code 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 and Director of Staff.

1. The Provider, in conjunction with the Recipient, shall establish office hours for the operation of the construction department.
2. The Construction Code Official, furnished by the Provider, shall be responsible for the operation and supervision of the Construction Code Enforcement Office and shall direct and supervise all activities and employees of the Department.
3. The staff, 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 the Municipal Clerk, in conjunction with the Construction Official.
5. Recipient shall furnish appropriate Fire Subcode Official.

D. Designation as Code Officials and Inspectors.

Provider shall designate the Code and Subcode Officials, as well as the Inspectors, 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 designation shall be by letter from the provider's administrator, 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 & Building Inspector
- b. Plumbing Subcode Official
- c. Electrical Subcode Official

B. Hours & Place of Operation

Main business for the Department shall be conducted in the Recipient's office located at 277 Clove Road, Montague, New Jersey 07827. All inspection records and business dealing pertaining to the Recipient shall be maintained and conducted at said location.

Construction Official/Building Subcode & Building Inspector, Plumbing Subcode, and Electrical Subcode 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 office for contracted Construction Official/Building Subcode & Building Inspector, Plumbing Subcode, and Electrical Subcode, and said subcode will be notified. The Construction Official/Building Subcode & Building Inspector, Plumbing Subcode, and Electrical Subcode will be available for plan review and inspection activities on days and times determined by the Provider. The intent is to accomplish the necessary tasks on an "as needed" basis and not require regular office hours for work in the Recipient's municipality. Issues or contact with the public shall be resolved by appointment or other communication as necessary.

Construction Official/Building Subcode Official & Building Inspector will have no posted hours in office of Recipient; however, residents may contact Construction Official/Building Subcode Official & Building Inspector in office of Provider during posted office hours or set up an appointment for meeting in office of Recipient. Construction Official will plan review and sign off on permits, perform requested inspections, and sign off on all completed permits weekly.

Plumbing Subcode and Electrical Subcode officials will not have office hours in the office of Recipient; however, clerical support staff will have Plumbing and Electrical Subcode officials return phone calls to residents during plan review if needed. Plumbing and Electrical Subcode officials may also be contacted in Provider's office during plan review. 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 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 Provider's administrator for approval unless standard

forms are required by the New Jersey Department of Community Affairs. The Provider's administrator will solicit input from duly designated representatives of the Recipient when approving the format of forms, stationery and related items for the Shared Department, to the extent such documents are not standard forms required by the New Jersey Department of Community Affairs.

2. All active 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

1. The Provider shall furnish duly licensed personnel and support staff as shown by the staffing pattern below.

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 Provider:
 - a. Part-time employee coverage for: Construction Official/Building Subcode Official & Building Inspector; Plumbing Subcode Official; Electrical Subcode Official.
 - b. Recipient shall furnish appropriate clerical support staff, as determined by the Municipal Administrator, in conjunction with the Construction Official.
 - c. Recipient shall furnish appropriate Fire Subcode Official.
2. Adjustments and Considerations:

After initial staffing patterns have been approved upon execution of the Agreement, if additional personnel are deemed necessary in order to operate the department, the addition shall be done by amendment to the existing Agreement, including allocation of the costs amongst the participants. 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. Compensation for "special services" such as work that may require, for example, attendance at a Construction Board of Appeals hearing that has not been otherwise negotiated as part of this Agreement, shall be compensated at a rate of \$25.00 per hour. This rate is in addition to the below quarterly payment.

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 shall furnish the Provider and the Recipient with a written report upon request. The report shall itemize all services rendered by the Construction Department to each municipality

and make suggestions for improvement of construction code enforcement services in each municipality.

2. Annual: The Construction Official shall furnish the Provider and the Recipient with an annual report of services rendered to each respective municipality upon request.
3. Periodic: Periodic reporting of activities shall be made by the Construction Official, upon request by the Administrative Officer of the Provider and/or the Recipient.

B. Meetings

A representative from the Provider's Township Committee shall be available for meeting with the representatives of the Recipient on a quarterly basis during the first year of the Agreement. In subsequent years, such meeting shall be held as requested. 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 by the Construction Department Personnel shall be retained by the respective municipality of jurisdiction for the license or permit applied for and deposited accordingly.

B. Establishment of Fees

The Provider and 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 2015, Recipient costs for the Construction Department shall be paid to the Provider as follows:

	<u>2015</u>
Construction Official/Building Subcode/Building Inspector	\$14,000.00
Plumbing Subcode	\$ 5,000.00
Electrical Subcode	<u>\$ 7,000.00</u>
	\$26,000.00
Shared Service Fee (Payroll/Pension/ Administrative Costs	<u>\$ 5,200.00</u>
Montague	\$31,200.00

For subsequent years, the Provider will provide a written statement of the costs for the various participants for each year on or before October 1st.

B. Quarterly Payments by Recipient to Provider

The Recipient shall provide sufficient funds in their 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, April 1; third, July 1 and fourth, October 1 of each year the agreement is in effect.

Failure of any Recipient to pay their quarterly contribution by the twentieth day of the month shall result in the imposition of a 5% late penalty for that payment, as well as interest on the payment to accrue at the rate of 5% per annum. If a 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 removed municipality 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 Subcode/Building Inspector, Plumbing and Electrical Officials may submit mileage expense forms provided by the Recipient. Expense forms are to be completed on a monthly basis and submitted to Recipient for reimbursement, such reimbursement is outside this Agreement.

ARTICLE IX: INSURANCE & LITIGATION

A. Liability Insurance and Litigation

Provider shall obtain a liability insurance policy naming the Recipient municipality as an additional insured covering the respective municipalities from liability which may arise from operation of the Construction Department within the municipality. In the event a monetary claim, demand, debt, liability, cause of action, legal proceeding or similar such action is filed against a party to this Agreement stemming from the services provided under the Agreement, Provider shall turn this matter over to the insurance carrier to defend and address such issue.

In the event a non-monetary claim, 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, the Recipient municipality 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 not 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 the Shared Department's start-up costs. To the extent a Grant is received, all 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 **January 1, 2015**, and terminating on **December 31, 2018**.

B. Termination

A participating municipality may terminate its participation in the regional construction department on January 1st of any calendar year during the life of the agreement, by providing written notice to the Provider and Recipient on or before November 1st of the prior calendar year. The terminating municipality shall pay its share of the expenses up to the time of their withdrawal, as well as any costs associated with the withdrawal.

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 Chief Administrative Official of each municipality or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

D. Interpretation

Any questions regarding proper interpretation of the terms of the agreement shall be submitted by the Municipal Clerk of the Provider, 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, or file an action in a court of competent jurisdiction with venue in Sussex County. Each party shall bear its own cost of any litigation. In the event of a dispute between the Recipient in which the Provider is named as a party, the Recipient shall equally bear the costs of Provider's attorneys' fees and costs in such action in the event it is determined, by settlement or otherwise, that Provider is not responsible to Recipient.

ARTICLE XII: DISPUTES

Any disputes arising between the parties as 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 shall be solved in accordance with the following:


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

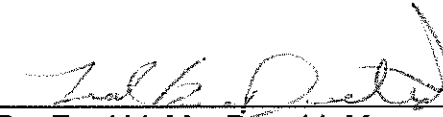
Step B: In the even that a dispute cannot be resolved in Step A, it shall be submitted to the American Arbitration Association for binding arbitration. The cost of the same is to be borne equally by both parties.

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: 12/16/2014

TOWNSHIP OF MONTAGUE

Attest:


Eileen DeFabiis, RMC
Municipal Clerk


By: George Zitone, Mayor

Dated: 12/23/2014

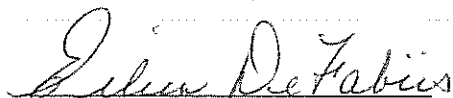
Township of Montague

Resolution 2014-92

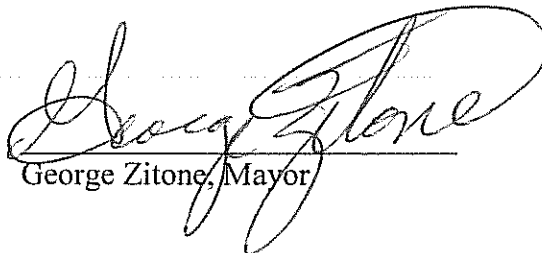
Shared Service Agreement between the Township of Sandyston and the Township of Montague for the services of Construction Official/Building Subcode Official, Plumbing Subcode Official, and Electrical Subcode Official per the attached Agreement

Be it and it is hereby resolved by the Montague Township Committee, in the County of Sussex, State of New Jersey, that the Mayor and Municipal Clerk are hereby authorized to execute on behalf of the Township of Montague the attached Shared Service Agreement with the Township of Sandyston as permitted by N.J.S.A. 4-8:A-1, et seq. for the services of Construction Official/Building Subcode Official, Plumbing Subcode Official, and Electrical Subcode Official.

Attest:



Eileen DeFabiis, RMC



George Zitone, Mayor

Approved: December 23, 2014

Upon roll call the vote recorded as follows:

Committeeman Brislin:	aye
Committeewoman Crawford:	aye
Committeeman Henn:	aye
Committeeman Innella:	aye
Mayor Zitone:	aye

SANDYSTON TOWNSHIP

R-75-2014

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

WHEREAS, THE TOWNSHIP OF SANDYSTON, a municipal corporation of the State of New Jersey and **THE TOWNSHIP OF MONTAGUE**, a municipal corporation of the State of New Jersey desire to 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.; and

WHEREAS, the Township of Sandyston is hereby designated as the agent of the Township of Montague, 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 of four years, beginning on or about **January 1, 2015** and terminating on **December 31, 2018**; and

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.

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 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 December 16, 2014, at the Sandyston Township Municipal Building, Sandyston, New Jersey 07826.



Amanda F. Lobban, RMC
Municipal Clerk