

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Township of Robbinsville

COUNTY Mercer

RECIPIENT: Borough of Allentown

COUNTY Monmouth

BRIEF DESCRIPTION OF SERVICE:

To provide Construction code services, includes inspections, issuance of permits, enforce all construction codes.

EFFECTIVE DATE: 4/1/2010

EXPIRATION DATE: 3/31/2014

Please submit this cover sheet with shared service agreement either via e-mail 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 08625-803. Mailed correspondence should be sent to the attention of Shared Services

**SHARED SERVICES AGREEMENT
FOR CONSTRUCTION CODE SERVICES**

TOWNSHIP OF ROBBINSVILLE AND THE BOROUGH OF ALLENTOWN

THIS AGREEMENT made this 31st day of March, 2010 by and between the Township of Robbinsville, County of Mercer, a municipal corporation of the State of New Jersey, with principal offices located at 1 Washington Blvd, Robbinsville, New Jersey 08691; and the Borough of Allentown, County of Monmouth, a municipal corporation of the State of New Jersey, with principal offices located at 8 North Main Street, Allentown, New Jersey 08501;

WHEREAS, the Borough of Allentown is responsible for providing Construction Code Services for its residents; and

WHEREAS, the Borough of Allentown desires to contract with the Township of Robbinsville for the provision of such Construction Code Services; and

WHEREAS, the Township of Robbinsville is agreeable to providing those services to the Borough of Allentown in exchange for the fees generated by the construction office and upon certain other specified conditions; and

WHEREAS, the Uniform Shared Services and Consolidation Act, P.L.c.63 *N.J.S.A. C 40A:65-1 et seq.*, permits local units of this State to enter into a contract 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 render within its own jurisdiction; and

WHEREAS, *N.J.A.C. 5:25-4.6* authorizes two municipalities, by ordinance, to administer and enforce the regulations and the sub-code under the regulations; and

WHEREAS, the Township of Robbinsville and the Borough of Allentown previously authorized and approved this joint provision of services by ordinance duly adopted pursuant to the Shared Services Act.

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

1. **Scope of Services:** The Township of Robbinsville agrees to provide the Borough of Allentown 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. The Borough of Allentown hereby authorizes the Township of Robbinsville to administer and enforce all regulations and subcodes relating to the Construction Code Services. To the extent necessary, the Borough of Allentown 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 the Borough of Allentown to the Township of Robbinsville for the performance of the services described in Paragraph 1 shall be those fees collected for the issuance of permits and inspections.

All fees generated by permits issued by the Construction Department shall be deposited in the Construction Department's rider account.

The Borough of Allentown's fee shall be replaced with the Township of Robbinsville's fee ordinance.

3. Liability. The Borough of Allentown agrees to hold the Township of Robbinsville harmless from any and all claims of whatever nature or type arising from the provision of services under this Agreement. The Borough of Allentown shall name the Township of Robbinsville as an additional insured on its liability insurance. A Certificate of Insurance naming the Township of Robbinsville as an additional insured shall be provided to the Township of Robbinsville Business Administrator within thirty (30) days of the execution of this Agreement by all parties.

4. Facilities. It is believed that the Office of Construction Services in Robbinsville Township is reasonably accessible in terms of distance, location and function for residents of Allentown Borough. To the extent necessary, the Borough of Allentown hereby agrees to provide full access to its construction files and offices for personnel of the Township of Robbinsville.

5. 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.

6. 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.

7. Effective Date/Termination.

a. This Agreement shall be for four years in accordance with P.L.2007,c63 (C.40A:65-1 through C.40A:65-35 and *N.J.A.C.* 5:23-4.6, effective April 1, 2010 and ending March 31, 2014. Each party shall notify the other in writing ninety (90) days before the expiration of this Agreement if it desires to continue services and negotiate a new agreement.

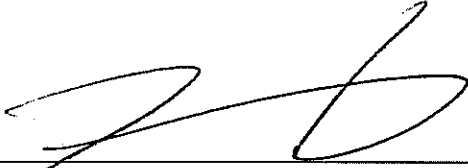
b. After the first year, either party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party.

c. 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 March 31, 2010, whichever occurs first, shall belong the Township of Robbinsville, regardless of the status of said permits and inspections.

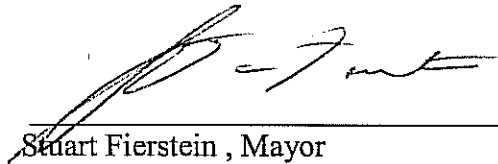
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the respective dates indicated below:

**TOWNSHIP OF ROBBINSVILLE,
COUNTY OF MERCER**

**BOROUGH OF ALLENTOWN,
COUNTY OF MONMOUTH**



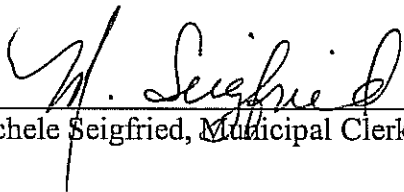
David Fried, Mayor



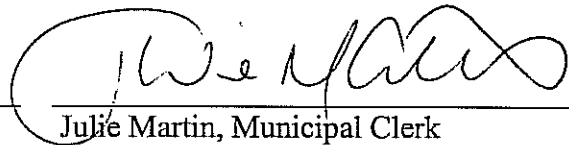
Stuart Fierstein, Mayor

Attest:

Attest:



Michele Seigfried, Municipal Clerk



Julie Martin, Municipal Clerk

Dated: 4/8/10

Dated: 4/27/10