

RESOLUTION NO. 2019 – 72

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF BASS RIVER FOR CONSTRUCTION SERVICES

WHEREAS, the Township of Little Egg Harbor and the Township of Bass River have various and numerous municipal resources employed to protect the public safety and welfare of each community; and

WHEREAS, the Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes the Township of Little Egg Harbor to enter into a contract for the provision of certain governmental services with the Township of Bass River; and

WHEREAS, the Township of Bass River and Little Egg Harbor Township have previously entered into a Shared Services Agreement for Little Egg Harbor to provide construction code official and construction sub code official duties to the Township of Bass River and its residents dated December 20, 2010 which was amended by an Addendum to the Shared Services Agreement dated March 10, 2011. That agreement has expired and both the Township of Bass River and the Township of Little Egg Harbor wish to continue the prior relationship for shared services by entering into an Addendum to extend the Shared Services Agreement for construction services; and

WHEREAS, the Township of Little Egg Harbor desires to enter into a Shared Services Agreement with the Township of Bass River for Construction Services in the form attached hereto and incorporated herein as Schedule A; and

WHEREAS, this agreement is subject to approval from the State of New Jersey, Department of Community Affairs, Division of Codes and Standards; and

WHEREAS, the Township of Little Egg Harbor will be the lead agency for this Shared Services Agreement and will maintain necessary records which reflect resources utilized under this agreement; and

WHEREAS, N.J.S.A. 40A:65-5 requires that such a contract be authorized by resolution; and

WHEREAS, it is the desire of the governing body to authorize the execution of a Shared Services Agreement with the Township of Bass River for Construction Services.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby authorize the execution of a Shared Services Agreement with the Township of Bass River for Construction Services, in accordance with the terms of said agreement attached hereto and made a part hereof as Schedule A.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to, respectively, the Shared Services Agreement, and any other documents necessary to effectuate the terms of this resolution.

3. That the term of the agreement shall commence on January 1, 2019 and terminate on December 31, 2023, unless the option to renew by either party has been exercised.

4. That the Township Administrator is authorized to take the required action to institute the intent of this resolution and to incorporate the desired benefits of the resolution into the daily operations of the Township.

5. That a copy of the agreement referenced herein shall be kept on file and made available for public inspection at the Township Clerk's Office during normal business hours.

6. That a certified copy of this resolution, together with a copy of the agreement, shall be forwarded to the Mayor of the Township of Little Egg Harbor, the Chief Financial

Officer of the Township of Little Egg Harbor, the Township Administrator of the Township of Little Egg Harbor, Mayor of Bass River Township, Bass River Township Clerk, Bass River Township Attorney, and the State of New Jersey, Department of Community Affairs, Division of Codes and Standards.

CERTIFICATION

I, **SUSAN M. FARRELL, RMC**, Deputy Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 14th day of February, **2019**.


SUSAN M. FARRELL, Deputy Township Clerk
Little Egg Harbor Township

SHARED SERVICES AGREEMENT

THIS AGREEMENT is made this 3rd day of December, 2018 by and between:

The Township of Little Egg Harbor, a municipal corporation located in the County of Ocean, State of New Jersey, with its principal office located at 665 Radio Road, Little Egg Harbor, New Jersey 08087 (hereinafter "Provider"), and

The Township of Bass River, a municipal corporation located in the County of Burlington, State of New Jersey, with its principal office located at North Maple Avenue, Bass River, New Jersey 08224 (hereinafter "Recipient".)

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Recipient has determined, that for reasons of efficiency and economy and in view of the limited demand for services experienced by the Recipient for the services of the Recipient's Construction Official and Sub Code Officials, that it is prudent and fiscally responsible to enter into this Shared Services Agreement; and

WHEREAS, N.J.S.A. 52:27D requires each municipality to have a Construction Official and Sub Code Officials and that same may be provided by an agreement with another municipality; and

WHEREAS, the Recipient is in need of the services of a licensed professional Construction Official and Sub Code Officials; and

WHEREAS, the Provider has agreed to furnish to the Recipient Construction Official and Electrical, Plumbing and Fire Sub Code Official services and related inspection services pursuant to N.J.S.A. 52:27D and N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Provider and the Recipient (collectively the "Parties") have negotiated an Agreement for the provision of Construction Official and Electrical, Plumbing and Fire Sub Code Official services and related inspection services for the Recipient's jurisdiction; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement through the accompanying Resolutions attached hereto as Exhibits A & B respectively.

NOW, THEREFORE, it is understood and agreed as follows:

1. **Controlling Law.** This agreement is governed by the provisions of N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act.
2. **Term of Agreement.** This Agreement shall continue in full force and effect on January 1, 2019, and shall terminate on December 31, 2023. This agreement may be extended an additional five (5) years upon written acceptance by the other party within 10 days of receipt of said written notice.
3. **Scope of Work.** Continuing on January 1, 2019, the Provider shall furnish to the Recipient, Construction Official and Electrical, Plumbing and Fire Sub Code Official services and related inspections, as is necessary to carry out Construction Official and Electrical, Plumbing and Fire Sub Code Official services and inspections as required by the New Jersey State Uniform Construction Code Act, and to perform all other duties required of the Construction Official and Electrical, Plumbing and Fire SubCode Officials within the territorial jurisdiction of the Recipient. The Provider shall furnish to the Recipient, Construction Official and Electrical, Plumbing and Fire Sub Code Official services and related inspections, including certificate of occupancy inspections, as is necessary to carry out Construction Official and Electrical, Plumbing and Fire Sub Code Official services and inspections as required by Bass River Township Code and the New Jersey State Uniform Construction Code Act, and to perform all other duties required of the Construction Official and Electrical, Plumbing and Fire SubCode Officials within the territorial jurisdiction of the Recipient.
4. **Permit Fees.** All permit fees, penalties and other fees for services provided in accordance with this Agreement shall be collected by the Provider in accordance with State Statute and the fee schedules in force within the Township of Bass River and as may be modified from time to time.
5. **Compensation.** Provider shall pay to Recipient an amount equal to 10% of all permit fees, inspection fees and penalties and other fees collected for the services provided by the Provider's Construction Official and Electrical, Plumbing and Fire Sub Code Officials. All payments shall be made in quarterly installments beginning April 1, 2019. Provider shall retain 90% of all permit fees, inspection fees and penalties and other fees collected for the services provided by the Provider's Construction Official and Electrical, Plumbing and Fire Sub Code Officials. The fees retained by Provider shall include payment for the use of any vehicles owned by the Provider that are used in connection with delivering the services to the Recipient. The Recipient shall not be responsible for any additional costs or compensation.
6. **Designation of Primary Employer.** Little Egg Harbor Township is hereby designated as the primary employer. It is recognized that the Construction Official and Electrical, Plumbing and Fire Sub Code Officials provided for herein occupy the positions with the Provider. The Construction Official and Electrical, Plumbing and Fire Sub Code Officials are employees of the Provider. The Provider shall be exclusively responsible for the payment of any and all benefits with respect to the employees, including but not limited to taxes, unemployment,

disability, pension and healthcare, vacation, sick and personal days etc. The Construction Official and Electrical, Plumbing and Fire Sub Code Officials shall be covered under all applicable personnel policies of the Provider and shall retain any and all rights and benefits that may have accrued from that position with the Provider. In the event of a vacancy in the position of Construction Official and/or Electrical, Plumbing and/or Fire Sub Code Official, the Provider shall have the exclusive authority and obligation to appoint a replacement Construction Official and/or Electrical, Plumbing and/or Fire Sub Code Official pursuant to N.J.S.A. 52:27D.

7. **Municipal Office Locations.** In addition to any office and record keeping established by the Provider, Provider shall provide Recipient with copies of all records generated as a result of the provision of services and the Recipient shall maintain copies of all such records. Provider shall provide Recipient with and Recipient will maintain all original building and other permits after the permits are closed in accordance with all applicable records retention laws.
8. **Hours of Service.** Services of the Construction Official shall be provided in accordance with the Provider's regular working hours. Recipient understands that Provider has implemented furlough days and the Provider Construction Department is closed on those days. Recipient may enter into other agreements with other jurisdictions to assure proper coverage on those days or any other days that Provider is closed and Recipient requires Construction Official, and Electrical, Plumbing and Fire Sub Code Official services, pursuant to N.J.S.A. 40A:65-7(e).
9. **Insurance.** The Construction Official and Electrical, Plumbing and Fire Sub Code Officials provided for in this Agreement shall be covered at all times by the Provider's workers compensation policy whether working in Provider or Recipient municipality. However, when the person(s) acting as the Construction Official and Electrical, Plumbing and Fire Sub Code Official are working on Construction Code Enforcement matters in the Recipient municipality, they shall be covered by the Liability Insurance of the Recipient as Recipient's agent. Recipient shall provide the Provider with a Certificate of Insurance naming the Provider and evidencing this liability coverage for the term of this contract. Each Party agrees to provide the other Party with at least fourteen (14) days advance written notice of any proposed cancellation of relevant insurance policies or of any material change to said policies.
10. **Hold Harmless and Indemnification.** The Recipient shall indemnify and hold the Provider, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services to the Recipient, so long as the actions upon which the demand or claim or assertion of liability are found to have been performed in the course of carrying out official duties on behalf of the Recipient and were not beyond the scope of performing official duties on behalf of the Recipient and were not beyond the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third party.

11. **Maintenance of Records.** The Provider 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.

12. **External Disputes.** Any complaints related to the services provided to the Recipient shall be handled by the Recipient's procedures. However, the Provider's Township Administrator shall be informed of complaints in a timely manner and Recipient shall provide written notice to Provider of the complaint and any remedial action taken as a result of the complaint(s) against Provider's Official.

13. **Disputes Concerning Agreement.** Any disputes arising between the Parties as to the interpretation of the terms of this 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's Township Clerk or other representative and the Provider's Township Administrator shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, both parties agree to submit the matter for resolution as provided for in Step B.

Step B: In the event that a dispute cannot be resolved in Step A, then the dispute may be submitted to non-binding arbitration prior to the pursuit of remedies in a court of competent jurisdiction. Costs associated with any arbitration shall be borne equally between the parties. Arbitration shall not be a prerequisite for either party seeking legal remedy in a court of competent jurisdiction

14. **Termination.** This Agreement may be terminated at any time upon mutual Agreement of the parties; however, unless otherwise agreed by the Parties, such termination shall not become effective for a minimum of three (3) months following the adoption of Resolutions by both governing bodies authorizing the termination. Either Party may terminate this Agreement unilaterally at any time and for any reason based upon giving the other party six (6) months advance written notice of its intent to terminate.

15. **Default.** In the event that either party defaults in the performance of any of its obligations under this Agreement after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement at the expiration of the 30-day period.

16. **Notices.** Notices hereunder shall be given to the Parties as set forth below:

To Recipient:

To Provider:

Municipal Clerk

Township Administrator

3 North Maple Avenue

665 Radio Road

New Gretna, NJ 08224

Little Egg Harbor, NJ 08087

17. **Choice of Law.** Any dispute under the Agreement or elated to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
18. **Entire Agreement.** This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.
19. **Severability.** If part of this Agreement shall be held to be unenforceable or invalid the rest of Agreement shall nevertheless remain in full force and effect.
20. **Waiver.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of the Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

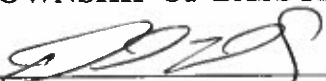
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day and year first above written.

ATTEST:




Amanda Somes, Township Clerk

TOWNSHIP OF BASS RIVER




Deborah Buzby-Cope, Mayor



~~Diana McCracken, Township Clerk~~
Susan M. Farrell, Deputy Twp Clerk

TOWNSHIP OF LITTLE EGG HARBOR



Barbara Jo Crea, Mayor