

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MANSFIELD,
WARREN COUNTY AND THE TOWNSHIP OF WASHINGTON, MORRIS COUNTY
FOR THE TOWNSHIP OF WASHINGTON
TO PROVIDE CONSTRUCTION CODE ENFORCEMENT SERVICES TO AND FOR
THE TOWNSHIP OF MANSFIELD**

THIS SHARED SERVICES AGREEMENT (the "Agreement") is made on the day of _____, 2011, by and between the Township of Washington, County of Morris, a municipal corporation of the State of New Jersey with offices located at 43 Schooleys Mountain Road, Long Valley, New Jersey, hereinafter referred to as "Washington," and the Township of Mansfield, County of Warren, a municipal corporation of the State of New Jersey, with offices located at 100 Port Murray Road, Port Murray, New Jersey, hereinafter referred to as "Mansfield."

WHEREAS, it is deemed to be in the best interests of the residents of Washington and Mansfield to enter into a contract pursuant to N.J.S.A. 40A:65-1, et seq. (the "Uniform Shared Services and Consolidation Act") to enable Washington to provide construction official services through Washington's Building Department to Mansfield.

NOW, THEREFORE, Washington and Mansfield in consideration of the mutual promises and covenants herein set forth, agree as follows:

1. SCOPE OF SERVICES

(a) Washington agrees to provide construction code enforcement services, including a Construction Official, Building Subcode Official, Electrical Subcode Official, Fire Subcode Official, Plumbing Subcode Official and appropriate support staff to Mansfield not less than 30 hours per week. Such services shall be provided under the sole and exclusive direction of the Construction Official of Washington who shall designate the Code and Subcode Officials, as well as Inspectors, for the enforcement of the New Jersey Uniform Construction Code and the applicable ordinances of the Township of Mansfield. All Code and Subcode Officials and Inspectors shall be duly licensed by the New Jersey Department of Community Affairs, Division of Codes and Standards. In accordance with state law, the terms of all such officials shall be four (4) years.

(b) Construction code enforcement services provided by Washington shall include, but not be limited to:

i. The day-to-day operations, active record keeping, administrative and scheduling functions of the Construction Official's office, to be provided in offices at Washington's municipal building.

ii. Inspections, in accordance with state regulations, within 72 hours of a written request, provided that Washington shall use its best efforts to perform such inspections within 24-48 hours of receipt of a request.

iii. The same level of construction code enforcement services as provided by Washington to Washington applicants.

iv. The same hours of service as provided to Washington applicants, which shall be not less than thirty (30) hours per week subject to holiday and summer schedules.

v. Participation and attendance at court proceedings in connection with charges, summonses and other enforcement actions or in connection with an appeal at the Construction Board of Appeals in Warren County. For attendance at any court proceedings other than in Washington's municipal court, there shall be an additional charge payable to Washington by Mansfield as provided in Section 3(b) of this Agreement.

vi. Washington shall be responsible for permits issued on behalf of Mansfield beginning February 1, 2011.

(d) Specifically excluded from the services provided hereunder are smoke detector and carbon monoxide detector inspections, which shall remain the responsibility of Mansfield Township.

(e) Washington shall have full powers of performance and maintenance of the services and full powers to undertake any ancillary operations necessary or convenient to carry out its duties, obligations and responsibilities under this Agreement, including all powers of enforcement of administrative regulations applicable in Mansfield.

(f) Mansfield shall not be responsible for any wear and tear on Township vehicles nor shall it be responsible for maintenance on said vehicles or for any damages that may occur to said vehicles in the performance of construction code enforcement services.

(g) All files, including closed and inactive files, records and support documents shall be stored at the offices of the generating municipality.

2. TERM AND RENEWAL

(a) The term hereof shall be from February 1, 2011 through January 31, 2015 subject to adoption of Resolutions by Washington and Mansfield approving the execution of this Agreement and upon full execution of this Agreement by all parties

(b) The parties may renew the agreement upon the expiration of the term for an additional four (4) year term and upon agreement by both parties. The terms of this Agreement may be renegotiated for the renewal term. Mansfield must provide notice to the Washington of intent to renew by October 1, 2014.

3. CONSIDERATION

(a) As full consideration for the satisfactory performance of all services referenced in this Agreement, Mansfield agrees that Washington may retain fifty (50%) percent of the net fees (after payment of any State of New Jersey fees) collected for Mansfield matters. Washington shall remit Mansfield's share of the fees to Mansfield by the 25th day following the close of each month.

(b) In addition to the consideration set forth in (a), Mansfield shall be responsible to Washington for appearances by Washington's construction officials and subcode officials at the rate of \$60 per hour at the Construction Board of Appeals or in any court other than Washington's court. Should inspections for permits issued prior to Feb. 1, 2011 need to be completed by the Washington Township Construction Department an hourly rate of \$60 will be charged. Mansfield shall pay Washington for such charges within thirty (30) days of receipt of a voucher from Washington for such services.

(c) The Construction Official and the Chief Financial Officers of each municipality and any liaisons designated by the respective governing bodies of each municipality shall meet annually, not later than November 1, to discuss and make recommendations to the respective governing bodies for changes to the fee schedules.

4. APPEALS

The Warren County Construction Board of Appeals shall have jurisdiction for appeals filed in regard to Mansfield Township matters.

5. TERMINATION.

In the event that either party seeks to terminate this Agreement, said party shall provide at least six (6) months written notice in advance of the date of the termination, except that this Agreement may not be terminated prior to December 31, 2012, absent a showing of good cause.

6. WASHINGTON'S RESPONSIBILITIES

(a) Washington will hire and or maintain sufficient employees to provide the construction code enforcement services to Mansfield as provided herein. However, Washington shall retain the right, throughout the duration of this Agreement to increase or decrease its staffing levels as it deems appropriate to meet its needs, provided that no such changes in staffing shall alter any of the obligations of either party under this Agreement.

(b) Washington will provide a Subcode Official at the Mansfield Municipal Building on a regularly scheduled basis for four hours per week to be available for inquiries by the public.

(c) At the discretion of Washington's Construction Official, services may be provided at the offices of either municipality.

(d) All fees for construction code enforcement services shall be collected by Washington. Washington shall comply with the New Jersey requirements for deposit of public funds collected by a municipality.

(e) Washington shall be responsible for the payment of fees to the State of New Jersey, as required by state law.

(f) By the 25th day following the close of the month, the Construction Official shall distribute to each governing body and it's Chief Financial Officer, a report containing the following information:

- i. Number of permits by type issued for each municipality
- ii. Funds collected designated by code for each municipality
- iii. Funds transferred to the State of New Jersey

(g) Any report submitted to Washington's governing body by the Construction Official, as well as any annual comments and or recommendation made relating to the Building Department, shall also be submitted to Mansfield, provided that such reports are not related to contracts, personnel, litigation or other issues of a confidential nature.

(h) Washington shall, upon request, timely make available to Mansfield all records concerning the services provided to Mansfield pursuant to this agreement.

7. MANSFIELD'S RESPONSIBILITIES

(a) Mansfield will furnish Washington with ___ complete copies of Mansfield's Municipal Code for use in enforcing Mansfield's local ordinances pertaining to construction activities, and will provide ongoing supplements as necessary.

(b) Mansfield shall provide one full-time construction code enforcement-knowledgeable employee at the Mansfield municipal offices to assist Mansfield applicants in obtaining and completing applications, subject to approved vacation, sick and personal leave.

(c) Mansfield will provide Mansfield permit applications at its own cost and expense.

(d) Mansfield shall provide office space for Washington's Subcode Official as set forth in paragraph 6 (b).

(e) Mansfield shall be responsible for its own audit of Construction Official related finances.

(f) Mansfield shall adopt any ordinance or ordinance amendment necessary to provide that fees for construction activities are the same as Washington's fees, in accordance with N.J.A.C. 5:23-4.17(e).

8. INSURANCE AND INDEMNIFICATION

(a) With the exception of any employees provided by Mansfield, as set forth in paragraph 7 (b), Washington shall be solely responsible for all liability insurance, worker's compensation insurance, disability insurance, payroll, medical benefits, pension, unemployment, social security, withholding, any and all other expenses related to employee compensation or benefits; and the training, hiring, firing and discipline of Building Department personnel and staff, including all incidental expenses and costs that accompany same.

(b) Mansfield shall not be liable for any negligent, reckless or intentional acts or omissions of Washington and Washington shall indemnify, defend and hold Mansfield harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of Washington or any of its employees or independent contractors in rendering the services set forth in this Agreement. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any

claim made by a third person incident to such negligent, reckless or intentional acts or omissions.

(c) Washington will cause Mansfield to be named as an additional insured on Washington's O & E liability policy on a primary, non-contributory basis. Washington represents that its O & E coverage is included in its general liability coverage. It is recognized and understood that Washington participates in a joint insurance fund (JIF) and Mansfield carries insurance through a JIF. Washington and Mansfield shall each name the other as an additional insured on its general liability insurance policy. Washington will provide proof of automobile liability and workers compensation policies.

9. GRANTS AND FUNDING. Washington and Mansfield agree to cooperate, seek and share, if required by the funding entity, any and all financial benefit(s), aid, funding, tax relief, credits and the like available from the other government units or entities, including the United States of America, the State of New Jersey Administration system nicknamed SAGE, the System for Administering Grants which provides grants under the SHARE PROGRAM, which provides "Sharing Available Resources Efficiently", and /or the Counties of Morris and Warren, as a result of this shared services Agreement and the parties agree to make any written submissions and to execute any documents required in connection with the foregoing.

10. NO ASSIGNMENT. Washington and Mansfield agree that there will be no assignment of their respective rights or obligations under this Agreement, unless agreed in writing by both parties and with proper official public action.

11. MISCELLANEOUS.

(a) This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing, which is signed by all of the parties hereto.

(b). If any part of this Agreement shall be held to be invalid, illegal or unenforceable, the parties agree to negotiate in good faith and agree to such amendments to this agreement or to such other appropriate action as shall implement and give effect to the intention of the parties as reflected herein and the other provisions of this Agreement, as so amended, shall nevertheless remain in full force and effect.

(c) Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this 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 caused these presents to be signed by their respective mayors and their corporate seals affixed hereto and attested by their respective clerks the day and year first above written.

ATTEST:

TOWNSHIP OF MANSFIELD

Dena Hrebenak, Municipal Clerk

Ted Tomaszewski, Mayor

ATTEST:

TOWNSHIP OF WASHINGTON

Dianne S. Gallets, Township Clerk

Kenneth W. Short, Mayor