

**CONSTRUCTION DEPARTMENT  
INTERLOCAL SERVICE AGREEMENT  
BETWEEN  
THE TOWNSHIP OF WANTAGE  
AND  
THE BOROUGH OF SUSSEX**

**THIS AGREEMENT** is entered the latter of the dates on the signature page by and between

**THE TOWNSHIP OF WANTAGE**, a municipal corporation of the State of New Jersey (referred to as "Provider"); and

**THE BOROUGH OF SUSSEX**, a municipal corporation of the State of New Jersey; (referred to as "Recipient"); and

**WITNESSETH**, that the Provider and the Recipient agree as follows:

**ARTICLE I: 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, the State of New Jersey Uniform Fire Code, and Municipal Property Maintenance Codes.
2. Additional municipalities may be added as new participants to this Interlocal 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 citizen inquiries and complaint resolutions shall be handled through the Provider. The Municipal Administrator of the Provider and/or the Department of Community Affairs, as appropriate, shall handle any public complaints involving the Construction Code Official and Staff.

**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 code enforcement or subcode officials and/or inspectors as appropriate.
4. Provider shall furnish appropriate clerical support staff, as determined by the Municipal Administrator, in conjunction with the Construction 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.

**ARTICLE II: ACTIVITIES**

**A. Services to be Performed**

The following administrative and enforcement personnel will be provided by the Provider to the Recipient:

- a. Construction Official
- b. Building Subcode Official
- c. Plumbing Subcode Official
- d. Code Enforcement Official
- e. Zoning Officer
- f. Electrical Subcode Official
- g. Elevator Subcode Official – as per requirements of the Uniform Construction Code
- h. Fire Official (Fire Prevention Bureau)
- i. Fire Inspector (Fire Prevention Bureau)

**B. Hours of Operation**

1. The Construction Official and Subcode Officials shall be available for consultation with the public during normal business hours at scheduled times to be determined by the Construction Official. The hours shall set be in such a manner as to provide the public with reasonable access to the various officials.
2. At the minimum, the Construction Office shall be open during normal business hours of 40 hours per week. Clerical employees of the Code Enforcement Office, Zoning Office and Fire Prevention Bureau will be available to the public during this workweek. Inspectors will be available by appointment.

**C. Place of Operation**

1. Main business for the Department shall be conducted in the Provider's office. A mailbox will be maintained in the Municipal Building of the Recipient for use by the Construction Department.
2. In the event it is determined by Provider and Recipient that satellite offices are necessary either on a temporary or ongoing basis in the Recipient's Municipal Building, such requests shall be reviewed in order to determine whether or not they will impede the efficiency and effectiveness of the Interlocal Department.

**D. 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 Interlocal Department, to the extent such documents are not standard forms required by the New Jersey Department of Community Affairs.
2. All active files, records and support documentation shall be maintained on file in the offices of the Provider.
3. When files, records and support documentation are closed from active status, the materials shall be transported to the offices of the generating municipality. The transporting of records and materials shall be done on at least a semi-annual basis.

## **ARTICLE III: EMPLOYEES**

### **A. Licensed Personnel and Staff**

1. The Provider shall furnish duly licensed personnel and support staff as shown by the staffing pattern below.
2. 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 or in the event additional services are specifically requested by Recipient. There will be no additional cost to the Recipient, if such services are contracted for by the Provider, except those services needed to meet demands of the Recipient that exceed the demands contemplated at the time the agreement was entered. If additional services are requested by Recipient, the cost of such services shall be borne by the requesting Recipient.

### **B. Staffing Pattern**

1. The following shall constitute the staffing pattern for the Construction Department of the Provider:
  - a. One full-time Construction Official.
  - b. Full-time employee coverage for: Building Subcode Official; Code/Zoning Enforcement Officer; Assistant Zoning Officer/Building Inspector; Assistant Code Enforcement Officer/Fire Inspector; Plumbing Subcode Official; Fire Official; Fire Subcode Official.
  - c. Part-time coverage for Electrical Subcode Official
  - d. One full-time Construction Technical Assistant; two full-time Clerk typists for the Fire official and the Property Maintenance/Housing Inspection office.
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.

## **ARTICLE IV: 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.

### **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 V: REPORTS AND MEETINGS**

### **A. Reports**

1. Monthly: The Construction Official shall furnish the Provider and the Recipient with a written report at least once a month. 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.
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**

Provider's administrator 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 VI: 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.

**B. Collection**

Collection of fees shall be the responsibility of the Provider. Staff personnel of the Construction Department shall comply with the state requirements for deposit of public funds collected by a municipality, after which appropriate action will be taken to distribute fees to the appropriate municipal treasurer on a monthly basis. Monthly reports of revenues received and appropriations expended shall be provided to each participating municipality.

**C. 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 VII: PROPERTY ARRANGEMENTS**

**A. Costs Shared Equally**

During the life of the interlocal services agreement, the costs of all equipment and/or vehicles acquired specifically for the Construction Department shall be borne equally by all participating municipalities. Any items that are supplied by the participating municipalities or obtained from other sources at the commencement of this Agreement and all equipment and materials acquired during the term of this Agreement shall remain the sole possession of Wantage Township and the value will be considered as part of the annual service arrangement. Upon termination of this Agreement, all items and materials remain the property of Wantage Township.

At the inception of this Agreement, all participants will submit to the Provider an inventory of any items including but not limited to computers and office equipment that are being made available to the Provider for use by the Interlocal Department. In the event the Interlocal Agreement is terminated, such items included on each participant's inventory list will be returned to the appropriate municipality. In the event any piece of equipment submitted by a participant reaches the end of its useful life and is to be replaced, the item will be returned to the appropriate municipality for disposal, if the municipality so desires.

**B. Revenues from Sale of Surplus Property**

Revenues received from any piece(s) of equipment or vehicle acquired on behalf of the Joint Construction Department which is deemed surplus, and sold at auction, shall be distributed equally among the participating municipalities at that time.

**ARTICLE IX: FUNDING**

- A. For the year 2005, Recipient costs for the Construction Department shall be as shown below:

	<u>2005</u>
Sussex	74,000

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

**B. Quarterly Payments by Recipients 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 IX, Section A, for the duration of the term of the agreement.

The quarterly payments shall be made as follows: first payment, January 1; second, April 1; third, July 1 and fourth, October 1 of each year the agreement is in effect.

Failure of Recipient to pay their quarterly contribution by the tenth 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.

**ARTICLE XI: DURATION OF CONTRACT, TERMINATION, AMENDMENT & INTERPRETATION**

**A. Duration**

Duration of the agreement shall be for a period of four (4) consecutive years, as provided for by N.J.A.C. 5:23-4.6, beginning on or about February 1, 2005, and terminating on January 31, 2009.

**B. Termination**

A participating municipality may terminate its participation in the regional construction department on January 1<sup>st</sup> of any calendar year during the life of the agreement, by providing written notice to the Provider and all Recipients on or before November 1<sup>st</sup> of the prior calendar year. The terminating municipality shall pay their 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 attorneys of all Recipients, for interpretation. Absent a unanimous opinion, the requesting party may terminate their 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 Recipients in which the Provider is named as a party, the Recipients shall equally bear the costs of Provider's attorneys' fees and costs in such action.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date written below.

**TOWNSHIP OF WANTAGE**

Attest:

\_\_\_\_\_

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

**BOROUGH OF SUSSEX**

Attest:

\_\_\_\_\_

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_