

**SHARED SERVICES AGREEMENT FOR  
INTERLOCAL CONSTRUCTION CODE SERVICES**

THIS SHARED SERVICES AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between:

**THE CITY OF LAMBERTVILLE**, a municipal corporation located in the County of Hunterdon, State of New Jersey, with principal offices located at 18 York St. Lambertville, New Jersey, , hereinafter referenced as the “Provider;” and

**THE BOROUGH OF FRENCHTOWN**, a municipal corporation located in the County of Hunterdon, State of New Jersey, with principal offices located at 29 2<sup>nd</sup> Street, Frenchtown, New Jersey 08825, hereinafter referenced as the “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 an agreement 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 is in need of the services of licensed personnel in order to perform Construction Official and Code Enforcement duties pursuant to the Uniform Construction Code Act (also referenced as the “services”) within the Recipient’s jurisdiction; and

**WHEREAS**, the Provider is willing to assist the Recipient by permitting its personnel to provide the services to the Recipient; 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 shared provision of the services within their respective jurisdictions; 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.

**NOW, THEREFORE, WITNESSETH**, the Provider and the Recipient, for the consideration hereafter named, hereby agree as follows:

**ARTICLE I: SCOPE OF SERVICES.**

A. SERVICES TO BE PERFORMED.

The Provider shall furnish to the Recipient the services of licensed personnel in order to perform Construction Official and Code Enforcement duties pursuant to the Uniform Construction Code Act within the Recipient's jurisdiction. The personnel to be provided shall include a Construction Official, Technical Assistant, Building Subcode Official, Plumbing Subcode Official, Electric Subcode Official, Fire Subcode Official and all necessary inspectors (collectively, the "personnel"), who shall serve as the local enforcement agents of the Recipient pursuant to the Uniform Construction Code Act. Among other things, the Construction Official provided pursuant to this Agreement will assist the Recipient with the preparation of Requests for Proposals and shall supervise the hiring of such additional subordinate staff as shall be deemed necessary by the Recipient. Any such subordinate staff hired directly by the Recipient shall be the employees of the Recipient and shall not be subject to the provisions of Article III below.

B. DESIGNATION AS GENERAL AGENT.

The Provider is hereby designated the agent of the Recipient for the provision of the services.

C. HOURS OF OPERATION.

The Provider shall provide the services to the Recipient on a part-time basis. The services shall be performed both "on-site" (i.e., through the Recipient's Municipal Offices) as well as out of the Municipal Offices of the Provider. The specific days and the exact hours of on-site services of the personnel shall be determined by the Construction Official and by mutual agreement of the Provider's Clerk and/or Mayor and the Recipient's Clerk and/or Mayor. In the event that the Recipient requests that the personnel perform services that are outside the scope of a normal workday, then the Recipient shall reimburse the Provider for all costs associated with the performance of such services, including any applicable overtime charges.

D. RECIPIENT PROJECTS.

All fees for municipal projects of the Recipient shall be waived provided any required inspections are performed during the Provider's "on-site" hours of service. In the event that the Recipient requests that the personnel perform services that are outside the scope of a normal workday, then the Recipient shall reimburse the Provider for all costs associated with the performance of such services, including any applicable overtime charges.

**ARTICLE II: CONSIDERATION.**

A. COMPENSATION.

In consideration for the services to be rendered, the Provider shall collect and receive all permit fees. This sum shall represent payment of salary and benefits for the personnel, which shall be paid through the Provider. Such sum shall also be deemed to include payment for the use of any vehicle(s) owned by the Provider personnel that are used in connection with delivering the services to the Recipient. Fees shall be consistent with the ordinary fees charged by the Provider.

The Provider shall pay the Recipient \$600.00 per annum or (2%) two percent of all permit fees from the building, plumbing, electric and fire technical sections, whichever is less, to cover any expenses incurred for maintaining office space in its Borough Hall. Payment shall be made within 45-days after the end of the calendar year. In the event said agreement does not cover a full calendar year, the amount shall be pro rated to the closest ½ of 1 month.

The parties mutually agree to revisit the terms and conditions relating to compensation on an annual basis, and the parties expect that an amendment to this Agreement shall be mutually approved by the governing bodies of both parties reflecting a revised compensation schedule as needed. Upon approval of such amendment by both governing bodies, then such revised compensation schedule shall replace the terms and conditions set forth in this Section and shall govern the compensation to be paid for the services from that point forward and until the conclusion of this Agreement, unless further amended by mutual agreement of the parties.

B. REIMBURSEMENT OF COSTS.

The Recipient also agrees to reimburse the Provider for reasonable out of pocket costs incurred by the personnel that are directly related to any additional services provided that are not included in this agreement.

**ARTICLE III: AUTHORITY OVER PERSONNEL.**

A. AUTHORITY.

During the term of this Agreement, the Construction Official, Subcode Officials and inspectors shall be considered employees of the Provider. While performing services for the Recipient, the Construction Official shall report to the person or persons designated by the Recipient's Mayor and/or Clerk. If there is a change in the chain of command by the Recipient that affects the Construction Official, the Provider's City Clerk and Construction Official requests to be notified immediately. .

The personnel 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 their positions with the Provider.

B. COMPLAINTS.

Any complaints related to the services provided to the Recipient shall be handled per the Recipient's procedures. However, the Provider's City Clerk requests to be informed of complaints in a timely manner.

**ARTICLE IV: INSURANCE.**

A. INSURANCE.

During the term of this Agreement, the Recipient shall add the Provider and the personnel to its general liability insurance policies, as well as to all other applicable insurance policies, for coverage.

B. ADDITIONAL INSURED.

The parties agree to name each other as an additional insureds on any and all applicable insurance policies. These policies shall include, without limitation, comprehensive general liability, automobile liability, errors and omissions and workers compensation with limits and deductibles as mutually agreed upon. Each party shall provide the other with a certificate of insurance setting forth the above coverage(s) and naming the other as additional insured promptly upon the execution of this Agreement.

C. CANCELLATION OR CHANGES TO POLICIES.

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 material changes to said policies.

**ARTICLE V: MAINTENANCE OF RECORDS.**

All records relating to the services performed on behalf of the Recipient shall be maintained in the Municipal Offices of the Provider. Upon the completion of or closure of each project or permit, those records shall be returned to the Municipal Offices of the Recipient. A copy of such records will be supplied to the Provider at the request of the Provider's City Clerk, or his/her designee.

**ARTICLE VI: DURATION OF CONTRACT; TERMINATION;  
MODIFICATION; DISPUTES.**

#### A. DURATION.

The duration of this Agreement shall endure until 4 years from the date of the start of services. Notwithstanding the foregoing, by Resolutions of Agreement by both parties, this Agreement may be extended.

#### B. TERMINATION.

1. This Agreement may be terminated at any time upon mutual Agreement of the Parties; however, unless otherwise agreed to by the parties, such termination shall not become effective for a minimum of four (4) months following the adoption of Resolutions by both governing bodies authorizing the termination.
2. Either party may terminate this Agreement at any time for just cause upon giving the other party three (3) months advance written notice of its intent to terminate.
3. 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.

#### C. MODIFICATION.

This Agreement may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

#### D. DISPUTES.

Pursuant to N.J.S.A. 40:8A-6(b), the parties agree that any disputes which may arise between them relating to the services to be provided under this Agreement shall be referred to binding arbitration, if the parties are not able to resolve such disputes between themselves. The parties agree to split the costs related to such binding arbitration equally between them.

#### **ARTICLE VII: INDEMNIFICATION; HOLD HARMLESS.**

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 founded were performed in the course of carrying out official duties on behalf of the Recipient, and were not out of 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 a criminal act.

Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person.

**ARTICLE VIII: CHOICE OF LAW.**

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**ARTICLE IX: ENTIRE AGREEMENT.**

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.

**ARTICLE X: SEVERABILITY.**

If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

**ARTICLE XI: WAIVER.**

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 executed this Agreement, the day and year first above written.

ATTEST:

THE CITY OF LAMBERTVILLE

By: \_\_\_\_\_  
Acting City Clerk Cynthia L. Ege

By: \_\_\_\_\_  
Mayor David M. DelVecchio

ATTEST:

THE BOROUGH OF FRENCHTOWN

By: \_\_\_\_\_  
Clerk Brenda S. Shepard

By: \_\_\_\_\_  
Mayor Ronald M. Sworen