



**Stockton Borough Council
Resolution #24-31**

**SHARED SERVICES AGREEMENT
CONSTRUCTION CODE ENFORCEMENT**

WHEREAS THIS AGREEMENT ("Agreement"), entered into this 17th day of January 2024 effective January 1, 2024 through December 31, 2027 by and between the Township of Delaware, 570 Rosemont Ringoes Road, P.O. Box 500, , Sergeantsville, New Jersey 08557 ("Delaware") and the Borough of Stockton, 2 S. Main Street, P.O. Box M, Stockton, New Jersey 08559 ("Stockton" and collectively with "Delaware," the "Parties").

WHEREAS, there is established in Delaware Township an enforcing agency created pursuant to the State Uniform Construction Code Act, N.J.S.A. 52:27D-1 19 et seq. and its regulations, N.J.A.C. 5:231.1 et seq. (collectively the "UCC") known as the Delaware Township Construction Code Agency; and

WHEREAS, the Delaware Township Construction Code Agency consists of a construction official and such sub code officials that are necessary to administer and enforce the UCC in Delaware; and

WHEREAS, Stockton is in need of the services of an enforcing agency to administer and enforce the UCC in Stockton; and

WHEREAS, the Parties are interested in entering into a four (4) year agreement whereby the Delaware Township Construction Code Agency will administer and enforce the UCC in Stockton; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes the Parties to enter into a Shared Services Agreement for the administration and enforcement of the UCC; and

WHEREAS, the Parties have each authorized and approved this Agreement in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties do hereby enter into this Shared Services Agreement subject to the following terms and conditions:

1. Scope of Services.

- a. Delaware, through the Delaware Township Construction Code Agency, shall administer and enforce the UCC in Stockton for a term of four (4) years. The Delaware Township Construction Code Agency shall furnish a properly licensed construction code official, technical assistant, building subcode official, building inspector, fire protection subcode official, electrical subcode official and plumbing subcode official (collectively "Officials"). Except as otherwise provided in this Paragraph, the Officials shall carry out all functions including but not limited to the supervision of all construction code enforcement

activities, inspections and issuance of permits as required by law pursuant to the UCC and other applicable State and federal laws and regulations (collectively "Services").

- b. "Services" shall not include elevator safety subcode enforcement, zoning enforcement, flood plain approval or Uniform Fire Code enforcement in Stockton.
- c. In the event of a natural disaster affecting Stockton and/or Delaware, Delaware shall not be responsible for Services in Stockton if its forces do not permit, in which case Stockton shall call upon the Department of Community Affairs for necessary assistance.

2. Payment: Collection of Fees.

a. in consideration for the provision of the Services, Stockton shall pay Delaware as follows:

- 1. All permit and inspection fees paid in connection with administering and enforcing the UCC in Stockton shall be collected and retained by Delaware. Fees for permits and inspections conducted in Stockton shall be based on Delaware's then-current fee schedule for same.
- 2. Stockton shall be responsible for Delaware's out-of-pocket expenses incurred for administration and enforcement of the UCC in Stockton, which shall include, but not be limited to, mileage, copying costs, postage and purchase of UCC forms. Stockton shall not be responsible for any Delaware employee compensation or clerical assistance not otherwise specifically set forth in this Agreement.
- 3. Stockton shall be responsible for reimbursing Delaware for legal fees and costs necessary for review of this Agreement and any amendments hereto.

3. Primary Employer.

Notwithstanding Section 2, Delaware is the primary employer of the Officials pursuant to the Uniform Shared Services and Consolidation Act.

4. Office Location.

- a. The Delaware Township Construction Code Agency shall conduct all non-field work (including but not limited to application and plan review) necessary to complete the Services at its offices at Delaware Township Hall. The Delaware Township Construction Code Agency shall not be responsible for conducting any non-field work at Stockton Borough Hall.
- b. Construction permits for Stockton shall be filed at Delaware Township's offices until they are closed. Once a Stockton permit is closed, it shall be transmitted to Stockton for filing

and retention. All OPRA requests for Stockton's closed permits shall be handled by Stockton Borough.

- c. Stockton, at its municipal offices, shall maintain and make available to applicants the necessary forms and documents for UCC inspections and permits. Delaware shall also maintain and make available such UCC application forms and documents at its offices.

5. Term of Agreement: Termination of Services.

- a. The term of this Agreement shall be four (4) years commencing on January 1, 2024 and terminating on December 31, 2027.
- b. In the event that Delaware is no longer able to provide the Services due to employee staffing changes in the Delaware Township Construction Code Agency or unexpected budgetary constraints that are not anticipated at the execution of the Agreement, this Agreement shall terminate with sixty (60) days' notice to Stockton. In the event that, Stockton no longer desires the Services for similar reasons, this Agreement shall terminate with sixty (60) days' notice to Delaware.

6. Extension of Term.

- a. Prior to the expiration of this Term, the Parties shall be permitted to negotiate and execute an amended Shared Services Agreement for the provision of Services by Delaware to Stockton for future terms. In the event the Parties seek to continue the Services for additional terms, the Parties shall review and as appropriate revise the material terms and conditions of this Agreement (including but not limited to Payment), and, upon agreement and approval by Resolution of the respective governing bodies, execute an amended Shared Services Agreement. Notwithstanding the above, neither Party shall have any obligation to enter into any future amended Shared Services Agreement. Each Party's decision to enter into an amended Shared Services Agreement shall be subject to its sole and absolute discretion.

7. Invalidity; Partial Invalidity.

In the event this Agreement or any part thereof shall be invalidated by a court of competent jurisdiction or proved otherwise unenforceable, the provisions for the enforcement and administration of the UCC shall be continued by the Delaware Township Construction Code Agency on an interim or emergency basis for period of up to thirty (30) days or until a permanent solution is affected, whichever occurs first.

8. Indemnity.

Stockton shall indemnify, defend and hold Delaware, and its agents, employees and officials, harmless from and against all liabilities, penalties, fines, costs, losses, claims, demands, orders, judgments or administrative actions, including, reasonable attorneys' fees, (collectively referred

to as "Claims") arising out of Delaware's performing Services under this Agreement on behalf of Stockton, unless such Claims arise from the intentional or negligent actions of Delaware or its agents, employees and officials.

9. Enforcement or Appeals.

In the event any of the Services entail issuance of violations, notices or appeals and/or enforcement actions under the Uniform Construction Code, any court, administrative, and/or appeals proceedings arising out of said violation notices, appeals and/or enforcement actions are not included in the Services to be provided under this Agreement. Stockton shall be responsible for prosecuting such proceedings, and all costs associated with such proceedings shall be borne exclusively by Stockton.

10. Department of Community Affairs.

The Parties shall provide the Department of Community Affairs with all Resolutions authorizing this Agreement, together with a copy of this Agreement, upon its execution by both Parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

Certification:

I, Laurie A. Courter, Clerk of the Borough of Stockton, County of Hunterdon, State of New Jersey, do hereby certify that the foregoing Resolution is a true and exact copy of a Resolution adopted by the Borough Council of the Borough of Stockton on January 17, 2024.

Laurie A. Courter

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Borough this

17th day of January, 2024

.[SEAL]