

**CONSTRUCTION DEPARTMENT
SHARED SERVICES AGREEMENT
BETWEEN
THE TOWNSHIP OF ABERDEEN
AND
THE BOROUGH OF MATAWAN**

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

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

THE BOROUGH OF MATAWAN, a municipal corporation of the State of New Jersey (referred to as "Matawan").

WITNESSETH, that Aberdeen and Matawan agree as follows:

ARTICLE I: AUTHORITY

Aberdeen and Matawan enter into this Shared Services Agreement for the provision of Construction Department services in accordance with N.J.S.A. 40A:65-1 et seq.

ARTICLE II: SCOPE OF SERVICES

A. Designation as General Agent.

1. Aberdeen is hereby designated as the agent of Matawan, to furnish Code Administration and Enforcement services under the Uniform Construction Code, N.J.A.C. 5:23-1 et seq. and its Subcodes.
2. Additional municipalities may be added as new participants to this Shared Construction Department at the sole discretion of Aberdeen. The addition of new participants shall not affect the level of services being provided to Matawan. Any addition shall be by amendment to this agreement.

B. Responsibility.

At all times, Aberdeen shall maintain responsibility for and control over the personnel hired to operate the department. All complaint resolutions shall be handled through Aberdeen. The Township Manager of Aberdeen and/or the Department of Community Affairs, as appropriate, shall handle any public complaints involving the Construction Code Official and Staff.

Employees furnished under this Agreement shall be Aberdeen Township employees,

subject to any employment agreements between the Township and the employees, as well as the Township Personnel Ordinances including the terms of employment and qualifications for benefits.

C. Supervision and Director of Staff.

1. Aberdeen, in conjunction with Matawan, shall establish office hours for the operation of the construction department.
2. The Construction Code Official, furnished by Aberdeen, 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. Both Aberdeen and Matawan will be staffed by the same personnel consisting of a Construction Official, (4) sub code officialsinspectors (building, electric, plumbing and fire) and (2) technical assistants pursuant to NJAC 5:23-4.4. This also includes (1) zoning officer and (1) code enforcement officer pursuant to each municipality's local ordinance.

D. Designation as Code Officials and Inspectors.

Aberdeen 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 Matawan. Code and Subcode Officials and Inspectors shall be duly licensed by the New Jersey Department of Community Affairs, Division of Codes and Standards. The aforesaid designation shall be by letter from Aberdeen's administrator, which letter shall be on file with Aberdeen, Matawan and the State of New Jersey Department of Community Affairs, Division of Codes and Standards.

ARTICLE III: ACTIVITIES

A. Services to be Performed

The following administrative and enforcement personnel will be provided by Aberdeen to Matawan:

- a. Construction Official
- b. Sub Code Officials/Inspectors
- c. Technical Assistants
- d. Zoning Officer
- e. Code Enforcement Officer

B. Hours & Place of Operation

Main business for the Department shall be conducted in Aberdeen's office located at 1 Aberdeen Square. All Inspection records and business dealing pertaining to Matawan shall be maintained and conducted at said location.

Construction Official/Building Subcode & Building Inspector, Plumbing Subcode, and Electrical Subcode provided pursuant to this agreement shall maintain records of all inspections and activities conducted within Matawan Municipality as may be required by and in accordance with the Codes and Laws of the State of New Jersey.

Inspections shall be scheduled by the Aberdeen office for contracted Construction Official/Building Subcode & Building Inspector, Plumbing Subcode, and Electrical Subcode, and said subcode will be notified. The Construction Official/Building Subcode & Building Inspector, Plumbing Subcode, and Electrical Subcode will be available for plan review and inspection activities on days and times determined by Aberdeen.

Construction Official, Building Subcode Official, Electrical Subcode Official, Plumbing Subcode Official and Fire Subcode Official will have no posted hours in office of Aberdeen; however, residents may contact Construction Official, Building Subcode Official, Electrical Subcode Official, Plumbing Subcode Official and Fire Subcode Official during the posted office hours or set up an appointment for meeting in office of Aberdeen. Construction Official will plan review and sign off on permits, perform requested inspections, and sign off on all completed permits weekly.

C. 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 Aberdeen's administrator for approval unless standard forms are required by the New Jersey Department of Community Affairs. Aberdeen's administrator will solicit input from duly designated representatives of Matawan when approving the format of forms, stationery, and related items for the Shared Department, to the extent such documents are not standard forms required by the New Jersey Department of Community Affairs.
2. All active and closed files, records and support documentation shall be maintained on file in the offices of Aberdeen.

ARTICLE IV: EMPLOYEES

A. Licensed Personnel and Staff

1. Aberdeen shall furnish duly licensed personnel and support staff as shown by the staffing pattern below.

Aberdeen may employ subcontractors and/or contract with third party entities, to supply any services for which Aberdeen does not have qualified in-staff personnel. Employment of subcontractors and/or contracts with third-party entities shall be awarded pursuant to

any applicable bidding requirements imposed by N.J.A.C. 5:23-1.1 et seq. including, but not limited to, N.J.A.C. 5:23- 4.5A, as well as any other applicable state law. There will be no additional cost to Matawan, for such services during the calendar year in which the subcontractors or contractor employees are hired, however, Aberdeen reserves the right to adjust the cost to Matawan to reflect such expenses, commencing on January 1 of the following year. Any increase shall be included in the subsequent year statement of costs for Matawan provided for in Article IX.A of this Agreement.

B. Staffing Pattern

1. The following shall constitute the staffing pattern for the Construction Department of Aberdeen:
 - a. Part-time employee coverage for: Construction Official, /Building Subcode Official, Plumbing Subcode Official, Electrical Subcode Official and Fire Subcode Official.
 - b. Matawan shall furnish appropriate clerical support staff, as determined by the Township Manager, in conjunction with the Director/Construction Official.
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. Adequate notice of any additional costs shall be given by Aberdeen to Matawan prior to the next budget year.

ARTICLE V: ENFORCEMENT

A. Investigations and Inspections

The Construction Official shall conduct investigations and inspections or supervise personnel in making same and inform Aberdeen and Matawan 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 Aberdeen and Matawan 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. Compensation for “special services” such as work that may require, for example, attendance at a Construction Board of Appeals hearing that has not been otherwise- negotiated as part of this Agreement, shall be compensated at a rate of \$25.00 per hour. This rate is in addition to the below quarterly payment.

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 Aberdeen and Matawan.

ARTICLE VI: REPORTS AND MEETINGS

A. Reports

1. Monthly: The Construction Official shall furnish Aberdeen and Matawan with a written report monthly. 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 Aberdeen and Matawan 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 Aberdeen and/or Matawan.

B. Meetings

A representative from Aberdeen's Township Administration shall be available for meeting with the representatives of Matawan on a bi-annual 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 VII: FEES

A. Retention

All license fees, permit fees and other fees collected by the Construction Department Personnel shall be retained by Aberdeen and be distributed in the following percentages being paid quarterly to Matawan.

Up to \$225,000= 10%
\$225,000-\$300,000= 20%
Above \$300,000= 30%

B. Establishment of Fees

Aberdeen and Matawan shall develop a uniform fee schedule as required by N.J.A.C. 5:23-4.17(d).

C. Costs

1. Matawan shall be solely responsible for the costs associated with the transfer of existing construction and property maintenance software to Aberdeen's server. Such costs are expected to be \$1,000.00.
2. Matawan shall be solely responsible for the costs associated with the purchase and implementation of zoning software onto Aberdeen's server. Such costs are expected to be \$9,500.00.

ARTICLE VIII: INSURANCE & LITIGATION

A. Liability Insurance and Litigation

Aberdeen shall obtain a liability insurance policy naming Matawan municipality as an additional insured covering the respective municipalities from liability, which may arise from operation of the Construction Department within the municipality. In the event a monetary claim, demand, debt, liability, cause of action, legal proceeding or similar such action is filed against a party to this Agreement stemming from the services provided under the Agreement; Aberdeen shall turn this matter over to the insurance carrier to defend and address such issue.

In the event a non-monetary claim, demand, debt, liability, cause of action, legal proceeding or similar such action is filed against any Matawan stemming from the services provided under this Agreement; the municipality wherein the cause of action arose shall defend such action. In the event Aberdeen is named in any action involving a non-monetary claim, Matawan municipality shall provide a defense to Aberdeen and/or its personnel.

B. Submission of Agreement to Insurance Agents and/or Companies

Each party to this Agreement shall provide a copy of this Agreement to its respective insurance agent and/or insurance companies providing professional as well as general liability coverage. The parties agree in the event one or more of their respective insurance companies raise an issue as to coverage under this Shared Services Agreement the parties shall amend this Agreement to reasonably address such insurance coverage issues. In the event an insurance agent or company raises an issue as referenced above such action shall not serve as a basis for voiding or terminating this Agreement.

ARTICLE IX: GRANTS

Once this Shared Agreement has been signed by all parties, Aberdeen's Administrator

shall prepare an R.E.D.I. Grant application, if available, and submit it to the State of New Jersey in order to apply for assistance in offsetting the Shared Department's start-up costs. To the extent a Grant is received, all participants shall enjoy the benefit of the Grant on a pro rata basis. All parties recognize that there is no guarantee that a Grant will be approved by the State of New Jersey but shall not use such Grant application as a basis for withholding or otherwise reducing any payments owed under this Agreement.

ARTICLE X: DURATION OF CONTRACT, TERMINATION, AMENDMENT & INTERPRETATION

A. Duration

Duration of the agreement shall be for a period, as provided for by N.J.A.C. 5:23-4.6, beginning on or about April 1, 2022, and terminating on March 31, 2026.

B. Termination

A participating municipality may terminate its participation in the regional construction department on April 1st of any calendar year during the life of the agreement, providing written notice to Aberdeen and Matawan on or before February 1st of the prior calendar year. The terminating municipality shall pay its 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 Aberdeen, to the municipal attorney of Aberdeen as well as to the municipal attorney of Matawan, for interpretation. Absent a unanimous opinion, the requesting party may terminate its 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 Monmouth County. Each party shall bear its own cost of any litigation. In the event of a dispute between Matawan in which Aberdeen is named as a party, Matawan shall equally bear the costs of Provider's attorneys' fees and costs in such action in the event it is determined, by settlement or otherwise, that Aberdeen is not responsible to Matawan.

ARTICLE XI: DISPUTES

Any disputes arising between the parties as to the interpretation of the terms of 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: Matawan Community's Mayor and Aberdeen's Community's Mayor shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, both parties agree to submit the matter as provided for in Step B below.

Step B: In the even that a dispute cannot be resolved in Step A, it shall be submitted to the American Arbitration Association for binding arbitration. The cost of the same is to be borne equally by both parties.

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

TOWNSHIP OF ABERDEEN

Attest:

Melissa Pfeifer, RMC
Municipal Clerk

Fred Tagliarini, Mayor
Dated: _____

BOROUGH OF MATAWAN

Attest:

Karen Wynne, RMC
Municipal Clerk

Joseph Altomonte, Mayor
Dated: _____