

RESOLUTION 38- 2016

RESOLUTION OF THE BOROUGH OF WOODBURY HEIGHTS AUTHORIZING SHARED SERVICE AGREEMENT WITH THE CITY OF WOODBURY FOR FIRE INSPECTION SERVICES

WHEREAS, the Borough of Woodbury Heights has always looked for ways to share certain services wherever possible in order to provide first rate service and ease financial constraints experienced with the local budget; and

WHEREAS, New Jersey State Law requires each municipality to hire a fire official, subcontract for such service or run the risk of the State of New Jersey coming into their jurisdiction and assuming such responsibilities; and

WHEREAS, the City of Woodbury has offered the Borough of Woodbury Heights the opportunity to join in the City's Fire Inspection Services Program; and

WHEREAS, the Borough of Woodbury Heights recognized that sharing the fire inspection services provided through the City of Woodbury would provide savings to the Borough for costs associated with administering its own fire inspection program, savings for administrative costs associated with the fire inspection program and the creation of uniform and consistent methods of fire inspections and reporting; and

WHEREAS, the City of Woodbury Fire Prevention Bureau is named as the enforcing agency for the New Jersey Fire Code, which enables this bureau to act on behalf of any municipality participating with the City of Woodbury in the shared services agreement; and

WHEREAS, for those participating municipalities, the City of Woodbury will bill non-life hazard uses, multiple family and commercial properties in accordance with the municipality's fee schedule, which fees are then used to recover some of the operational costs with a portion of the funding to be used for fire prevention initiatives within the municipalities, and

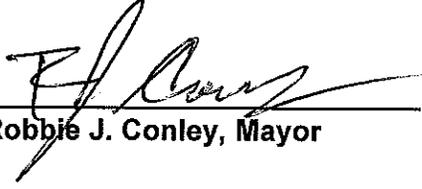
WHEREAS, by these determinations, the Borough Council of the Borough of Woodbury Heights agrees that it is in the best interests of the Borough to join in the shared services with the City of Woodbury for fire inspection services effective April 1, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Woodbury Heights, with the Mayor concurring, as follows:

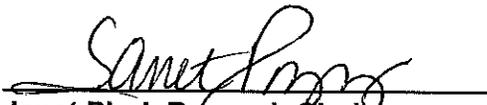
1. That the Borough of Woodbury Heights does hereby authorize and approve the execution of a shared services agreement with the City of Woodbury for fire inspection services effective April 1, 2016, which service shall be finalized through the adoption of an Ordinance.

2. That the Mayor and Borough Clerk/Administrator be and are hereby authorized and directed to execute any and all documents and agreements necessary in order to effectuate such participation with the City of Woodbury.

BOROUGH OF WOODBURY HEIGHTS

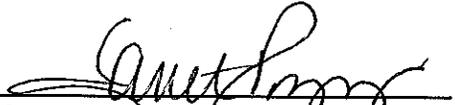
By: 
Robbie J. Conley, Mayor

ATTEST:


Janet Pizzi, Borough Clerk

CERTIFICATION

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the Reorganization meeting held on the 17 day of February, 2016.


Janet Pizzi, Borough Clerk

**NEW JERSEY UNIFORM FIRE CODE ADMINISTRATION AND ENFORCEMENT
SHARED SERVICES AGREEMENT
BETWEEN
THE CITY OF WOODBURY
AND
THE BOROUGH OF WOODBURY HEIGHTS**

THIS SHARED SERVICES AGREEMENT (“Shared Services Agreement” or “Agreement”), dated this 17 day of February, 2016, by and between the CITY OF WOODBURY (hereinafter referred to as “Provider”), a body politic and corporate of the State of New Jersey, and the BOROUGH OF WOODBURY HEIGHTS (hereinafter referred to as “Recipient”), a body politic and corporate of the State of New Jersey, and;

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

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Representative.

1. The Provider is hereby designated as the representative of the Recipient, to furnish Code Administration and Enforcement services under the State of New Jersey Uniform Fire Code.
2. Additional municipalities may be added as new participants to this service arrangement at the sole discretion of the Provider. The additional new participants shall not affect the level of services being provided to the Recipient.

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/or complaint resolutions shall be handled through the Provider. The City Administrator of the Provider and/or the Department of Community Affairs, as appropriate, shall handle any public comments involving the Fire Official and Staff.

C. Supervision and Director of Staff.

1. The Provider shall conduct operations from the City of Woodbury Municipal Building and shall conduct same during the City’s normal business hours.
2. The Fire Official, furnished by the Provider, shall be responsible for the operation and supervision of the Fire Prevention Bureau and shall direct and supervise all activities and employees of the Department.

3. The staff, furnished by the Provider, shall be properly certified as fire officials and/or fire inspectors as appropriate.
4. Provider shall furnish appropriate clerical support staff, as determined by its City Administrator and in conjunction with the Fire Prevention Officer.
5. All personnel providing the outlined services to the Recipient under this Agreement shall continue to remain employees of the Provider and, as such, shall continue to remain bound by the Personnel Policies and Procedures of the City of Woodbury and shall continue to be under the direct supervisions of the City of Woodbury Administrator. Any problem or concern that should arise relative to any aspect of this Agreement or issue relative to the personnel providing such services shall be directed to the City of Woodbury Administrator through the Recipient's Municipal Clerk.

D. Designation as Fire Officials and Fire Inspectors.

Provider shall designate the Fire Official, as well as the Inspectors, for the enforcement of the State of New Jersey Uniform Fire Code and related ordinances of the Recipient. The Fire Official and Inspectors shall be duly certified by the New Jersey Department of Community Affairs, Division of Fire Safety.

ARTICLE II: ACTIVITIES

A. Services to be Performed.

1. The following administrative enforcement personnel will be provided by the Provider to the Recipient:
 - a. Fire Official/Inspectors
2. The following services will be provided to the Recipient by the staff of the Provider:
 - a. Bureau of Fire Prevention shall carry out the periodic inspections of life hazard uses required by the Uniform Fire Code.
 - b. In addition to the registrations and permits required by the Uniform Fire Code, all other uses subject to Uniform Fire Code Inspections ("non-life hazard uses") shall register with the Bureau of Fire Prevention. These uses shall be inspected once per year.

B. Hours of Operation.

1. The Fire Official shall be available for consultation with the public during the City of Woodbury's normal business hours at scheduled times to be determined by the Fire Official. The hours shall be set in such a manner as to provide the public with reasonable access to the official/inspectors. The Fire Official will also be available, under special circumstances at no additional charge for appointments relative to special circumstances or emergencies, or for necessary court appearances.

C. Place of Operation.

Main business for the Department shall be conducted in the Provider's Municipal offices.

D. Maintenance of Records.

1. The appropriate Official and Inspectors shall maintain documented records of activity on forms approved by the Official and/or the New Jersey Department of Community Affairs, recording all inspections and activities. The records shall be specific with regard to the City of Woodbury Fire Prevention Bureau address, dates and hours of service.
2. All active files, and if requested, Provider's closed files, records and support documentation shall be maintained on file in the offices of the Provider.

E. Operational Needs.

The City of Woodbury will provide for all operational needs of the department, including, but not limited to office space at the City of Woodbury Municipal Building, utilities for said space, equipment, maintenance of all code books, ESP Inspection System software, general office supplies, copier and faxing capabilities, telephone, vehicle and/or mileage reimbursements for inter-local employees of this agreement, costs associated with education, licensing and certifications for inter-local department employees, gasoline, vehicle maintenance for vehicles owned by the City of Woodbury and utilized to perform services under this agreement.

ARTICLE III: EMPLOYEES

A. Certified Personnel and Staff.

1. The Provider shall furnish duly certified personnel and support staff.

ARTICLE IV: ENFORCEMENT

A. Investigations and Inspections.

The Fire 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 New Jersey Uniform Fire Code in their respective municipalities.

B. Coordination with City of Woodbury Attorneys.

The Fire Official shall provide the Provider and Recipient with evidence of violations and assist the appropriate City of Woodbury attorney(s) in obtaining compliance and enforcing compliance with the law.

The Fire Official and/or Fire Prevention Bureau 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 Fire Official and/or appropriate Inspectors shall have the power to issue notices and summonses for violations on behalf of the Provider and the Recipient.

ARTICLE V: REPORTS

A. Retention.

1. **General:** All registration fees, permit fees and other fees collected by the Fire Prevention Bureau shall be collected by the Provider, deposited in accordance with all applicable laws and retained by the Provider as payment for all services rendered, as outlined by this agreement.
2. **Delineation of the Handling of Specific Fees:** All monies collected relating to life hazard fees shall be retained by the Provider. All monies collected relating to non-life hazard fees shall be retained by the Provider. All fees collected relative to violations shall be collected and retained by the Provider. All dedicated penalties collected shall be given to Woodbury Heights in a separate trust account for any permissible use.

B. Collection.

Collection of fees shall be the responsibility of the Provider. Staff personnel of the Fire Prevention Bureau shall comply with the state requirements for deposit of public funds. Quarterly reports of revenues received shall be provided to each participating municipality.

C. Establishment of Fees.

The Provider has developed a uniform fee schedule as required by N.J.A.C. 5:23-4.17(d) which is Provider's Codified Fee Schedule. Recipient agrees to adopt all ordinances and take all necessary action to amend its fee schedule to make it identical to the City of Woodbury's fee schedule as it currently exists or is hereafter amended.

ARTICLE VI: PROPERTY ARRANGEMENTS

A. Costs.

During the life of the shared services agreement, the costs of all equipment and/or vehicles acquired specifically for the Fire Prevention Bureau shall be the responsibility of the Provider.

ARTICLE VII: PAYMENTS AND COMPENSATION

A. Recipient costs for the Fire Prevention Bureau shall be assessed as follows:

1. The Provider shall collect and retain all fees associated with the Fire Prevention Office services provided to the Borough of Woodbury Heights and shall retain such fees in lieu of direct payment for services.
2. There will be no other compensation required of the Recipient for the services outlined within this Agreement.

ARTICLE VIII: DURATION OF CONTRACT, TERMINATION, AMENDMENT AND INTERPRETATION

A. Term.

The term of the agreement shall be for a term of five (5) years beginning on April 1, 2016 and terminating on or about December 31, 2019.

B. Termination.

A participating party may terminate such participation pursuant to this agreement effective January 1st of any calendar year during the life of this agreement by providing written notice to the other municipality on or before November 1st of the prior calendar year by way of certified mail to the Clerk of the respective municipality. In the event of termination of the agreement, the Recipient shall pay their share of expenses and costs associated with the withdrawal and termination of the agreement.

C. Insurance.

The Provider shall maintain in full force and effect during the term of this Agreement, worker's compensation, general liability and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein.

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

ATTEST:

CITY OF WOODBURY

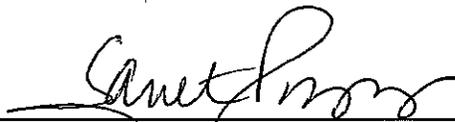
ROY A. DUFFIELD
City Clerk

WILLIAM J. VOLK, JR.
Mayor

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ATTEST:

BOROUGH OF WOODBURY HEIGHTS



JANET PIZZI,
Municipal Clerk/Administrator



ROBBIE J. CONLEY,
Mayor

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