SECOND AMENDMENT TO INTERLOCAL SERVICES AGREEMENT

THIS SECOND AMENDMENT to the Interlocal Services Agreement between the
BOROUGH OF MADISON, in the County of Morris, a municipal corporation of the State of
New Jersey, having its principal offices at 50 Kings Road, Madison, New Jersey 07940 and the
BOROUGH OF CHATHAM, in the County of Morris, a municipal corporation of the State of
New Jersey, having its principal offices at 54 Fairmount Avenue, Chatham, New Jersey 07928 is
entered into this 8th day of December, 2017.

WITNESSETH:

WHEREAS, the parties have previously executed an Interlocal Services Agreement
dated November 26, 2013 and Amendment to Interlocal Services Agreement dated
November 10, 2014 attached hereto; and

WHEREAS, the parties wish to further amend the Interlocal Services Agreement to
establish an additional four (4) year term in accordance with N.J.A.C. 5:23-4.6(b)3 and stipulate
to certain matters as set forth in N.J.A.C. 5:23-4.6 through -4.8.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter
contained, it is agreed that:

1. Article IV of the Interlocal Services Agreement is hereby amended as follows:

"Provider would reimburse the Recipient on a quarterly basis six and one-half (6.5%) percent of the net (exclusive of fees remitted to the state) license and permit fees generated by work in Chatham for administrative services provided by Chatham’s engineering/zoning department staff. The quarterly payments shall be made on the first day of April, July and October and the last business day in December for each year the Agreement is in effect."
2. Article V, Section A, of the Interlocal Services Agreement is hereby amended to read as follows;

A. Duration

Duration of the agreement shall be for a period of four (4) years, beginning on or about January 1, 2018 and terminating on December 31, 2021.

3. Article V, Section F(5) shall be supplemented to provide: “Chatham will cooperate with Madison in the OPRA process by applying sufficient resources to clear up the backlog of Chatham’s historic building permit and inspection records to allow the completed information to be digitized within a two (2) year period from execution hereof.”

4. All other terms and conditions of the Interlocal Services Agreement dated November 26, 2013 and Amendment to Interlocal Services Agreement dated November 10, 2014 shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF the parties have caused these presents to be signed and executed as of the day and year first above written.

Attest: Robin Kline, Borough Clerk

BOROUGH OF CHATHAM

Bruce Hafries, Mayor

Attest: Elizabeth Osborne, Borough Clerk

BOROUGH OF MADISON

Robert H. Conley, Mayor
INTERLOCAL SERVICES AGREEMENT

THIS INTERLOCAL SERVICES AGREEMENT, entered into this 26TH day of November, 2013 by and between the Borough of Madison, in the County of Morris, a municipal corporation of the State of New Jersey, having its principal offices at 50 Kings Road, Madison, New Jersey 07940 hereinafter referred to as "Provider" and/or "Madison" and the Borough of Chatham, in the County of Morris, a municipal corporation of the State of New Jersey, having its principal offices at 54 Fairmount Avenue, Chatham, New Jersey 07928 hereinafter referred to as "Recipient" and/or "Chatham"; and

WITNESS ETH, 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 services under the Uniform Shared Services and Consolidation Act, N.J.A.C. 40A:65-1 et seq.; and certain of its Sub Codes.

2. The Provider shall maintain responsibility for and control over the personnel provided to Recipient pursuant to this agreement. Madison and/or the Department of Community Affairs (DCA), as appropriate, shall handle any public complaints involving the staff referenced herein.

Memorial Building, 50 Kings Road, Madison, New Jersey. They shall be responsible for all administrative aspects of Chatham's Construction Department, including but not limited to managing the permitting process, collecting all fees, coordinating the scheduling of inspections and the inspectors and the enforcement of applicable statutes, ordinances and regulations. Said staff shall be available by phone or in person at the Provider's offices during normal working hours to service Chatham Borough residents.

4. The Provider's Construction Code and Sub-Code Officials shall be properly licensed under New Jersey law.

5. The Recipient shall no longer maintain their own construction office and records.

6. The Provider's staff shall maintain documented records of activity on forms approved by the Provider's Construction Official and/or the New Jersey Department of Community Affairs, recording all inspections and activities in Chatham. The records shall be specific with regard to the municipality, address, dates and hours of service.

7. All Chatham active files, records and support documentation shall be delivered by Chatham to the construction office of the Provider prior to the commencement of the Agreement.

8. The Recipient and Provider shall equally share the initial cost to acquire and/or maintain the software and equipment required to integrate the management information system utilized by the Provider and Recipient.

ARTICLE II: ENFORCEMENT

A. Investigations and Inspections

The Provider's Construction Official shall conduct investigations and inspections or supervise personnel in making same and inform the Recipient regarding any violation of
statutes and/or related local ordinances related to the Uniform Construction Code in their
municipality.

D. Coordination with Municipal Attorneys

The Construction Official shall provide the Recipient with evidence of violations
and pursue compliance and enforcement of the law.

The Provider shall be solely responsible for enforcement actions. The 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 and retained solely by the
Provider. The Provider's 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 Sub-Code Official shall have the
c power to issue notices of and summonses for violations on behalf of the Recipient.

ARTICLE III: REPORTS

A. Reports

The Provider's Construction Official shall furnish the Recipient with a monthly
written report. The report shall itemize all services rendered by the Construction Department on
behalf of the Recipient and all applicable fees collected. It shall contain the number of current
year monthly and year to date inspections compared to the previous year monthly and year to
date inspections by type, all revenue generated by Chatham activity monthly and year to date
compared to the previous year monthly and year to date and the fee amounts disbursed to
Chatham and Madison monthly and year to date. The monthly report shall be in such form as is reasonably satisfactory to the Recipient.

2. **Annual:** The Construction Official shall furnish the Recipient with an annual written report of services rendered and applicable fees collected. At a minimum, the report shall include comparative information to the prior year, permits by type, fees received and inspections performed.

3. **Periodic:** Periodic reporting of activities shall be made by the Provider's Construction Official upon request by the Administrator and/or governing body of the Recipient.

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**ARTICLE IV: FEES**

All Uniform Construction Code (UCC) license and permit fees collected by the Provider pursuant to this Agreement shall be retained by the Provider. Provider would reimburse the Recipient on a quarterly basis seven and one-half (7.5%) per cent of the net (exclusive of fees remitted to the state) license and permit fees generated by work in Chatham for administrative services provided by Chatham's engineering/zoning department staff. The quarterly payments shall be made on the first day of April, July and October and the last business day in December for each year the agreement is in effect.

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**ARTICLE V: DURATION OF CONTRACT, TERMINATION, AMENDMENT**

**A. Duration**

Duration of the agreement shall be for a period up to three (3) consecutive years, beginning on or about January 1, 2014 and terminating on December 31, 2016 with possible renewal and/or extension of said service agreement as may be agreed between the parties.

**B. Termination**

The Provider or the Recipient may terminate its participation in the agreement upon one hundred and eighty (180) days written notice to the other party. If the Recipient elects
to terminate, the fees and reimbursement will be pro-rated and adjusted between the Provider and Recipient.

C. Amendment

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, approved by the governing body of Provider and Recipient, executed by the Mayor of each municipality or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

D. Approval

This Agreement is subject to approval by resolution of the governing bodies of Madison and Chatham Borough prior to its execution by such officials as may be authorized to execute this Agreement. A copy of this Agreement and of every pertinent resolution, agreement and every amendment thereto shall be filed with the Department of Community Affairs of the State of New Jersey.

E. Hold Harmless

The Provider will indemnify and hold harmless the personnel assigned and the Recipient with reference to any cause of action resulting from or arising out of any act or conduct by the Provider’s personnel assigned hereunder when said act or conduct is solely and exclusively for the performance of their duties and obligations to the Recipient pursuant to the terms and conditions of this Agreement. In the event the Provider receives notification of any cause of action or claim which arises out of the employment by the Provider of the services of assigned personnel pursuant to the terms of this Agreement said notification shall be made promptly to the Recipient by directing same to the Mayor and Business Administrator.
F. Miscellaneous Provisions

1. 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.

2. Entire Agreement

This agreement represents the entire agreement between the parties and cannot be amended or revised only in writing. It supersedes and replaces the prior Interlocal Services Agreement between the parties for this purpose dated July 13, 2010 and terminating September 1, 2014 and the Addendum dated February 14, 2011 to add fire sub-code services.

3. 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.

4. 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.
5. Open Public Records Act

Madison will be solely responsible as the Custodian of the Chatham Construction
Department records to respond and fulfill all requests for information pursuant to the
Open Public Records Act.

6. Permit Applications

Permit applications for work in Chatham will be available at the municipal offices
of the Borough of Madison and the Borough of Chatham. Applications can be returned
to either location. Applications returned directly to Chatham will be picked up on a daily
basis by Madison personnel.

IN WITNESS WHEREOF the parties have caused these presents to be signed and
executed as of the day and year first above written.

Attest:                                                                                          BOROUGH OF CHATHAM

Susan Caljean, Clerk                                                                                             Bruce Harris, Mayor

Attest:                                                                                          BOROUGH OF MADISON

Elizabeth Osborne, Borough Clerk                                                                                     Robert H. Conley, Mayor
AMENDMENT TO INTERLOCAL SERVICES AGREEMENT

THIS AMENDMENT to the Interlocal Services Agreement between the
BOROUGH OF MADISON, in the County of Morris, a municipal corporation
of the State of New Jersey, having its principal offices at 50 Kings Road,
Madison, New Jersey 07940 and the BOROUGH OF CHATHAM, in the
County of Morris, a municipal corporation of the State of New Jersey, having its
principal offices at 54 Fairmount Avenue, Chatham, New Jersey 07928 dated
November 26, November
December, 2013 is entered into this 10th, day of October, 2014.

WITNESSETH:

WHEREAS, the parties wish to amend the Interlocal Services Agreement
to establish a four (4) year term in accordance with N.J.A.C. 5:23-4.6(b)3 and
stipulate to certain matters as set forth in N.J.A.C. 5:23-4.6 through -4.8.

NOW, THEREFORE, in consideration of the covenants and conditions
hereinafter contained, it is agreed that:

1. Article V, Section A, of the Interlocal Services Agreement is
hereby amended to read as follows:

A. Duration

Duration of the agreement shall be for a period of four (4) years,
beginning on or about January 1, 2014 and terminating on December 31, 2017.

2. Article V, Section F, Paragraph 5 of the Interlocal Services
Agreement is hereby amended as follows: Add New.

5. In accordance with N.J.A.C. 5:23-4.6 through -4.8, it is hereby
stipulated between the parties as follows:
(i) The term of office of any construction or subcode official shall, except for good cause, be four years.

(ii) Nothing contained in N.J.A.C. 5:23-4.3, with respect to offices, shall require that only one central office be established pursuant to this section. The parties may establish offices which are reasonably accessible in terms of distance, location and function.

(iii) The Provider shall administer and enforce the UCC in the same manner as municipal enforcing agencies generally.

3. All other terms and conditions of the Interlocal Services Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF the parties have caused these presents to be signed and executed as of the day and year first above written.

Attest:  

Robin Kline, Borough Clerk

BOROUGH OF CHATHAM

Bruce A. Harris, Mayor

Attest:  

Elizabeth Osborne, Borough Clerk

BOROUGH OF MADISON

Robert H. Conley, Mayor
Borough of Chatham
BOROUGH HALL
54 FAIRMOUNT AVENUE • CHATHAM • NEW JERSEY 07928

RESOLUTION #17-336

RESOLUTION AUTHORIZING THE SECOND AMENDMENT TO THE INTERLOCAL SERVICES AGREEMENT WITH THE BOROUGH OF MADISON FOR UNIFORM CONSTRUCTION CODE SERVICES

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq, permits a local unit of the State to enter into an agreement with any other local unit to provide or receive any service that each local unit participating in the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Borough of Chatham (the “Borough”) has a need for Uniform Construction Code Services (“Services”); and

WHEREAS, the Mayor and Council of the Borough of Chatham have determined that a shared services arrangement for Uniform Construction Code Services with Madison Borough offers a beneficial opportunity to reduce the costs associated with providing the Services; and

WHEREAS, the Borough and the Borough of Madison (the “parties”) have previously executed an Interlocal Services Agreement (the “Agreement”) dated January 1, 2014 and an Amendment to the Agreement dated November 10, 2014, pursuant to which the Borough of Madison provides the Services for the Borough; and

WHEREAS, the Amended Agreement is set to terminate on December 31, 2017 and the parties wish to further amend the Interlocal Services Agreement to establish an additional 4-year term, effective January 1, 2018 through December 31, 2021, in accordance with N.J.A.C. 5:23-4.6(b)3 and to stipulate to certain matters as set forth in N.J.A.C. 5:23-4.6 through -4.8.

BE IT RESOLVED, by Council of the Borough of Chatham that the Mayor is hereby authorized to execute an Interlocal Services Agreement with Madison Borough for Uniform Construction Code Services for a four (4) year term beginning January 1, 2018 and terminating on December 31, 2021, contingent upon approval of the contract terms and conditions by the Borough Attorney.

Adopted: December 11, 2017

Attest:

Robin R. Kline, Borough Clerk

BOROUGH OF CHATHAM

Bruce A. Harris, Mayor

CERTIFICATION

I, Robin R. Kline, Municipal Clerk of the Borough of Chatham, County of Morris, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Borough Council at its Regular Meeting held on December 11, 2017.

Robin R. Kline, MAS, RMC, CMR
RESOLUTION OF THE BOROUGH OF MADISON AUTHORIZING AN INTERLOCAL SERVICES AGREEMENT WITH THE BOROUGH OF CHATHAM TO PROVIDE CONSTRUCTION CODE, PLUMBING SUB-CODE, FIRE SUB-CODE AND ELECTRICAL SUB-CODE SERVICES

WHEREAS, the Borough Administrator has recommended that an Interlocal Services Agreement be renewed with the Borough of Chatham to provide enhanced construction code, plumbing sub-code, fire sub-code and electrical sub-code services; and

WHEREAS, the Borough of Madison would be the provider of said services and the Borough of Chatham would be the recipient of said services; and

WHEREAS, the Interlocal Services Agreement shall be for a period of four (4) consecutive years, beginning on or about January 1, 2018 and terminating on December 31, 2021, with a provision that either party may terminate its participation in the Agreement by giving the other party 80 days written notice in advance;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Madison, in the County of Morris and State of New Jersey, that the Mayor is authorized to execute and the Borough Clerk is authorized to attest to a revised Interlocal Services Agreement with the Borough of Chatham as described herein in a form approved by the Borough Attorney.

ADOPTED AND APPROVED
November 13, 2017

ROBERT H. CONLEY, Mayor

Attest:

ELIZABETH OSBORNE, Borough Clerk

I, Elizabeth Osborne, Clerk of the Borough of Madison, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Council at a duly convened meeting held November 13, 2017.

Elizabeth Osborne, Borough Clerk