

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Bloomingdale COUNTY: Passaic

RECIPIENT: Borough of Butler COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

Construction Officials and Subcode Officials

EFFECTIVE DATE: 01/01/2018

EXPIRATION DATE: 12/31/2022

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT ("Agreement") is entered into this 19th day of

December 2017, by and between:

Borough of Butler ("Butler" or "Borough")

AND

Borough of Bloomingdale ("Bloomingdale" or "Borough")

RECITALS

WHEREAS, Bloomingdale presently has a Construction Official and Subcode Officials who perform certain services for the Borough of Bloomingdale as set forth in N.J.A.C.23 Chapter 5; and

WHEREAS, Borough of Butler is in need of individuals to work for the Butler in the same capacity; and

WHEREAS, Bloomingdale and Butler have determined that it would be mutually beneficial to enter into a Shared Services Agreement whereby the Borough's Construction Official and Subcode Officials would perform the same services to both Boroughs; and

WHEREAS, the parties to this Shared Services Agreement desire to enter into an agreement effective January 1, 2018 through December 31, 2022 which will allow the Borough's Construction Official and Subcode Officials to share office hours with Butler on Monday through Friday between the hours of 8:00 am and 4:00 pm or as specified by the Borough of Bloomingdale; and

WHEREAS, the Borough of Bloomingdale is prepared to provide the services contemplated by this Shared Services Agreement to the Borough of Butler for a period of five years, with any renewal of this Shared Services Agreement to be the subject of review and approval by the Borough of Bloomingdale and the Borough of Butler.

NOW, THEREFORE, in consideration of these promises, mutual covenants, understanding and agreements contained in this Shared Services Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all parties, it is agreed by and between the parties as follows:

1. Effective January 1, 2018, the Borough of Bloomingdale will perform services for the Borough of Butler in accordance with NJAC 5:23 et. al. including, but not limited to the following:
 - Plan review and issuance of Construction permits.
 - Conduct inspections for compliance of Uniform Construction Code
 - Issue Certificates of Occupancy or Continued Certificates of Occupancy
 - Issue Violations Notices and Penalty Notices
 - Respond to emergencies that will require the appropriate Construction Official or Subcode Official
 - Ordering supplies
 - Interacting with Zoning Officials, Board of Health representatives, Engineering and Municipal Land Use Authorities for prior approval of construction permits.
 - In addition, the Borough of Bloomingdale shall insure that all required training and certifications are maintained.

2. Administrative fees to the Borough of Bloomingdale to be paid by the Borough of Butler shall be as follows:

- Permit fees collected by the Borough of Bloomingdale for the issuance of permits for the Borough of Butler shall be 5% of the total annual permit fees up to the amount of \$100,000.00.
- Permit fees collected by the Borough of Bloomingdale for the issuance of permits for the Borough of Butler shall be 25% of the total annual permit fees over the amount of \$100,000.00.
- These Administrative fees are to cover the cost of additional inspectors that Bloomingdale may be required to hire to meet the needs of larger projects.

3. Notwithstanding that the Borough of Bloomingdale Construction Official and Subcode Officials will report to Bloomingdale. In the event that the Construction Official is on vacation or ill, there will be no coverage or reverse compensation back to the Borough of Butler.

4. Bloomingdale shall be paid for services rendered by the Borough of Bloomingdale, said payment to be made as quarterly installments during the billing cycles of March, June, September, and December, and the administrative fees shall be paid by December 31 based on the years permit activity.

5. The services fee will increase at an annual rate of 2% calculated to the following annual rates:

2018	\$95,340
2019	\$89,102
2020	\$90,884
2021	\$92,702
2022	\$94,556

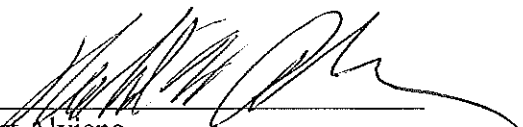
6. The individuals shall be employees of the Borough of Bloomingdale and therefore the Borough of Bloomingdale shall at all times herein be responsible for the employees. The Borough shall maintain all required Workers Compensation Insurance and Liability coverage for the individuals. The individuals shall not be considered employees of the Borough of Butler. Bloomingdale shall hold the Borough of Butler harmless from any and all acts of the individuals.

7. Either the Borough of Bloomingdale or the Borough of Butler may terminate this agreement upon 90 days written notice to the other party.


IN WITNESS THEREOF, Borough of Bloomingdale and Borough of Butler, by and through their duly authorized representatives, have hereunder executed this Shared Services Agreement.

BOROUGH OF BUTLER

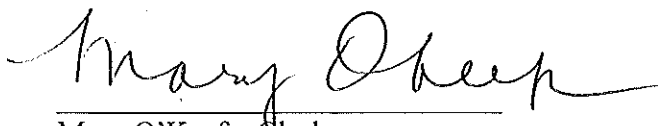
BOROUGH OF BLOOMINGDALE



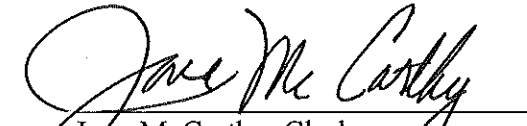
Robert Alviene
Borough Administrator



Jonathan Dunleavy
Borough Administrator



Mary O'Keefe, Clerk
Borough of Butler



Jane McCarthy, Clerk
Borough of Bloomingdale