

RESOLUTION 17-67

**AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT
WITH THE BOROUGH OF RIVERDALE FOR CONSTRUCTION CODE
SERVICES THROUGH MARCH 31, 2021**

WHEREAS, the Borough of Pompton Lakes has been requested to provide Construction Code Services to the Borough of Riverdale effective April 1, 2017; and MARCH 31, 2021

WHEREAS, the Borough of Riverdale has a need for such services pursuant to N.J.S.A. 4:19-15.15; and

WHEREAS, the Borough of Pompton Lakes has agreed to provide said services to the Borough of Riverdale by way of a Shared Services Agreement as permitted by NJSA 40A:65-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Pompton Lakes, County of Passaic and State of New Jersey as follows:

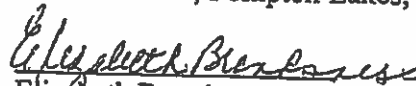
1. The Mayor and Borough Clerk are hereby authorized and directed to execute the attached four year Shared Services Agreement with the Borough of Riverdale for Construction Code Services in the base amount of \$40,000 with additional fees as outlined in the terms and provisions set forth.
2. A copy of the agreement shall be filed with the Borough Clerk and shall be open for public inspection at the Borough Municipal Building upon adoption of this resolution.
3. The agreement shall take effect upon the lawful adoption of the requisite resolutions by all parties thereto.
4. A copy of the Agreement shall be sent to the State of New Jersey, Division of Local Government Services in the Department of Community Affairs.
5. This resolution shall take effect immediately upon adoption according to law.

Approved


MICHAEL SERRA, Mayor

Certification:

I hereby certify that the above resolution is a true copy of the resolution adopted by the Mayor and Council at their regular Meeting held on Wednesday, February 8, 2017 at 7:30 p.m. in the Pompton Lakes Municipal Building, 25 Lenox Avenue, Pompton Lakes, New Jersey.


Elizabeth Brandsness, RMC
Municipal Clerk

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT (Agreement) is entered into this 1st day of April, 2017, by and between:

Borough of Riverdale, Morris County, New Jersey (Riverdale),

AND

Borough of Pompton Lakes, Passaic County, New Jersey (Pompton Lakes). (Collectively the Parties)

WHEREAS, Pompton Lakes employs a Construction Official and Sub Code Officials who perform certain services for Pompton Lakes as set forth in NJAC 5:23 et seq (Services); and

WHEREAS, Riverdale is in need of personnel to provide such services for Riverdale; and

WHEREAS, Pompton Lakes and Riverdale have determined that it is mutually beneficial to enter into this Agreement for Pompton Lakes to provide the required Services to Riverdale; and

WHEREAS, the Parties desire to enter into this Agreement effective April 1, 2017 through March 31, 2021 which will provide for Pompton Lakes Construction and Sub Code Officials to share office hours with Pompton Lakes, Monday through Friday between the hours of 8:30 am and 4:30 pm; and

WHEREAS, Pompton Lakes is prepared to provide the Services set forth in this Agreement to Riverdale for a period of four years, except as may otherwise be set forth in this Agreement, with any extension or renewal of this Agreement subject to review and approval of the Parties.

NOW, THEREFORE, in consideration of the promises, mutual covenants, understanding and terms of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties as follows:

1. Effective April 1, 2017, Pompton Lakes will provide the Services for Riverdale in accordance with NJC 5:23 et seq, including, but not limited to:

- a. Plan review and issuance of construction permits.
- b. Conduct inspections for compliance with the Uniform Construction Code.
- c. Issue Certificates of Occupancy.
- d. Issue Violation Notices and Penalty Notices.
- e. Respond to emergency matters requiring the participation of the Construction Official and/or Sub Code Officials.
- f. Ordering supplies.
- g. Interacting with the Zoning Official, Board of Health, Engineering and Municipal Land Use Authorities for prior approval of construction permits.
- h. Provide or arrange for all required training and certifications for the Pompton Lakes Officials covered by this Agreement.

2. The parties agree that the development of the Tilcon Quarry, at any time during the term of this Agreement or any extension, is specifically excluded from the Services to be provided by Pompton Lakes and is subject to further written agreement by the Parties.

3. Administrative fees to be paid by Riverdale to Pompton Lakes shall be as follows:

- a. Forty Thousand Dollars (\$40,000.00) to be paid annually on a quarterly basis, the first payment due with the execution of this Agreement and every three months thereafter on the

first day of each such month, for the issuance of permits for Riverdale, subject to additional payments as hereafter set forth.

b. At such time as Riverdale shall collect Fifty Thousand Dollars (\$50,000.00) in fees, Riverdale shall pay to Pompton Lakes an amount equal to 10% of all such fees collected in excess of \$50,000.00, payable upon collection by Riverdale.

c. At such time as Riverdale shall collect One Hundred Thousand Dollars (\$100,000.00) in fees, Riverdale shall pay to Pompton Lakes an amount equal to 25% of all such fees collected in excess of \$100,000.00, payable upon collection.

4. The Pompton Lakes Officials shall report to Riverdale. In such cases as the Construction Official is not available due to vacation, authorized leave or illness, there shall be no reverse compensation or coverage due Riverdale.

5. The Officials shall be employees of Pompton Lakes and Pompton Lakes shall be responsible for said employees. Pompton Lakes shall maintain any required Workers Compensation and Liability Insurance for the Officials. The Officials shall not be employees of Riverdale. Pompton Lakes shall hold Riverdale harmless from any and all acts of the Officials.

6. The Officials and Inspectors covered by this Agreement shall maintain records of activity on forms approved by the Construction Official and/or the State of New Jersey Department of Consumer Affairs (DCA), recording all inspections and activities. The records shall accurately reflect the municipality, address of service, dates and hours of service. All forms shall be submitted to the Pompton Lakes Administrator for approval unless standard forms are required by the DCA.


All active files, records and support documentation shall be maintained on file by the Pompton Lakes Construction Official.

At such time as files, records or support documentation are closed from active status, the materials shall be transferred to Riverdale. Transferring such records shall occur at least on a quarterly basis.

7. The Parties agree to comply with all provisions the Uniform Shared Services and Consolidation Act, NJSA 40A:65-1 et seq.

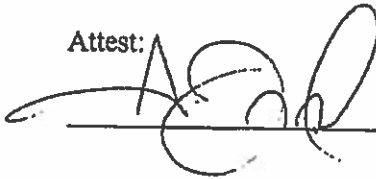
8. Either Party may terminate this Agreement by providing written notice to the other party not less than 180 days before the termination date when such notice is provided before July 1 of any given year of the Agreement and 90 days' notice if notice is provided after July 1 of any year of the Agreement.

Borough of Riverdale



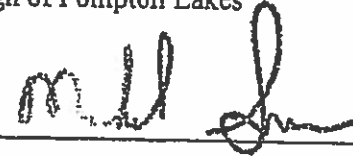
Mayor

Attest:



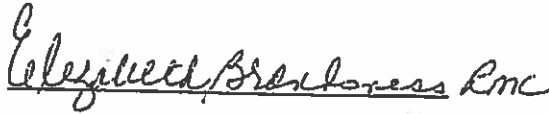
Clerk

Borough of Pompton Lakes



Michael Serra

Mayor



Elizabeth Brandsness

Clerk