

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT ("Agreement") is entered into this 3rd day of April, 2007, by and between:

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

AND

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

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 on or about April 1, 2007 through March 31, 2011 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 8:30 am and 4:30 pm, and

WHEREAS, the Borough of Bloomingdale is prepared to provide the services contemplated by this Shared Services Agreement to Borough of Butler for a period of four 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 the 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 April 1, 2007, 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 the total sum of \$75,000.00 for services rendered in 2007 in addition to Administrative Fees effective April 1, 2007 through December 31, 2007 pro rated, representing payment for services rendered by the Borough of Bloomingdale, said payment to be made in installments on a quarterly basis as follows: April 1, 2007, July 1, 2007, October 1, 2007 and December 31, 2007. For all other years, payments will be made as follows: 1/3 of the service fee on April 1, 1/3 of the service fee on July 1, 1/3 of the service fee on October 1 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 3.5% calculated to the following rates: 2008- \$77,625.00; 2009-\$80,342.00; 2010-\$83,154.00 2011-\$86,064.00.

6. To reflect startup costs associated with the transfer of operations to Bloomingdale, there will be a one time payment of \$6,000 made in April 2007 by the Borough of Butler.

7. 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 of Bloomingdale 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.

8. Maintenance of Records

a. The appropriate Officials and Inspectors of the Borough of Bloomingdale 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 the Provider's administrator for approval unless standard forms are required by the New Jersey Department of Community Affairs.

b. All active files, records and support documentation shall be maintained on file in the offices of the Provider.

c. When files, records and support documentation are closed from active status, the materials shall be transported to the offices of the Borough of Butler. The transporting of records and materials shall be done on at least a quarterly basis.

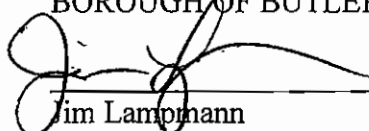
9. Fees

All license fees, permit fees and other fees collected by the Construction Department Personnel on behalf of the Borough of Butler shall be retained by the Borough of Butler. Collection of fees shall be the responsibility of the Provider. Staff personnel of the Construction Department shall comply with the state requirements for deposit of public funds collected by a municipality, and funds will be deposited into the bank account designated by the Borough of Butler. Monthly reports of revenues received shall be provided to the Borough of Butler. The Provider shall charge fees per the uniform schedule established by the Borough of Bloomingdale as per N.J.A.C. 5:23-4.17(d). Any changes to the fee structure shall be provided to the Borough of Butler.

10. 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.

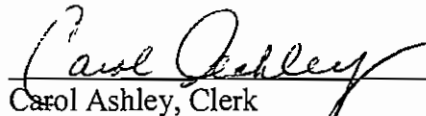
BOROUGH OF BUTLER



Jim Lamorhann
Borough Administrator

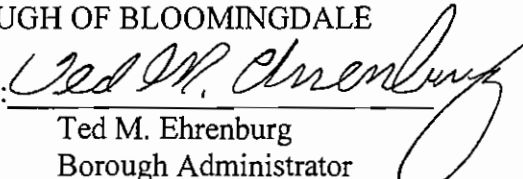
Dated: April 3, 2007

Attest:



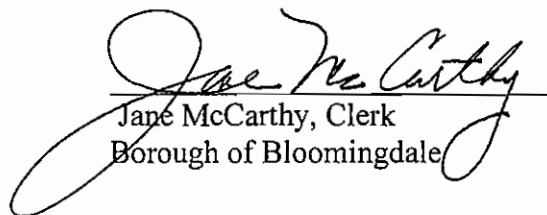
Carol Ashley, Clerk
Boro of Butler

BOROUGH OF BLOOMINGDALE

By: 

Ted M. Ehrenburg
Borough Administrator

Dated April 3, 2007



Jane McCarthy, Clerk
Borough of Bloomingdale

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT ("Agreement") is entered into this 15th day of January, 2008 by and between:

Township of West Milford ("West Milford" or "Township")

AND

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

RECITALS

WHEREAS, Bloomingdale presently has a Registrar of Vital Statistics Employee who performs certain services for the Borough as set forth in N.J.S.A. 26:8-25; and

WHEREAS, West Milford is in need of an individual to work for the Township in the same capacity; and

WHEREAS, Bloomingdale and West Milford have determined that it would be mutually beneficial to enter into a Shared Services Agreement whereby the Borough's Registrar of Vital Statistics would perform the same services to the Township; and

WHEREAS, the parties to this Shared Services Agreement desire to enter into an agreement effective January 1, 2008 through December 31, 2008 which will allow the Borough's Registrar of Vital Statistics to share hours with West Milford on Monday and Wednesday, from 8:30 am to 1:30 pm; and on Friday between the hours of 8:30 am and 12:30 pm, for a total of 14 hours per week; and

WHEREAS, the Borough is prepared to provide the services contemplated by this Shared Services Agreement to West Milford for a period of one year, with any renewal of this Shared Services Agreement to be the subject of review and approval by the Borough and the Township.

NOW, THEREFORE, in consideration of the 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, 2008 , Borough's Registrar of Vital Statistics will perform services for the Township in accordance with NJSA 26:8-5 et al including, but not limited to the following:

- Issuing birth certificates, marriage licenses, domestic partnership certificates, civil union certificates, death certificates and burial permits
- Issuing certified copies of the above and sending copies / originals of certificates to appropriate recipients
- Submitting required state reports
- Processing and depositing required fees
- Ordering supplies
- Interacting with the Health Director, Deputy Registrar, Alternate Deputy Registrar and other township staff as needed to provide high quality and seamless Registrar services to the public.
- In addition, the Borough shall ensure that Registrar shall receive all required training and maintain all required certifications.

2. Borough's Registrar of Vital Statistics shall share hours with West Milford by reporting to West Milford for work on Monday and Wednesday, between the hours of 8:30 a.m. and 1:30 p.m. and on Friday, between 8:30 a.m. and 12:30 p.m. for a total of 14 hours per week.

3. Notwithstanding that Borough's Registrar of Vital Statistics is to report to West Milford on Monday, Wednesday and Friday, in the event Borough's Registrar of Vital Statistics is on vacation or ill there will be no coverage or reverse compensation back to the Township.

4. Borough shall be paid the total sum of \$15,600 for services effective January 1, 2008 through December 31, 2008, representing payment for services rendered by the Borough, said payment to be made in installments on a quarterly basis as follows: First Quarter payment of \$3,750 due on March 31, 2008; Second Quarter payment of \$3,750 due on June 30, 2008; Third Quarter payment of \$3,750 due on September 30, 2008; and, Fourth Quarter payment of \$3,750 due on December 31, 2008.

5. The individual shall be an employee of the Borough of Bloomingdale and therefore the Borough of Bloomingdale shall at all times herein be responsible for the employee. The Borough shall maintain all required Worker's Compensation insurance and liability coverage for the individual. The individual shall not be considered an employee of the Township of West Milford. When providing services to West Milford, Bloomingdale shall hold West Milford Township harmless from any and all acts of the individual.

6. The Township shall not be responsible for any travel time or expenses as all such time and activity shall be considered as it relates to employment with the Borough of Bloomingdale.

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

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

TOWNSHIP OF WEST MILFORD

Richard S. Kunze
Richard Kunze
Township Administrator

Dated: January 4, 2008

Attest:

Antoinette Battaglia
Antoinette Battaglia, Clerk
Township of West Milford

BOROUGH OF BLOOMINGDALE

Ted M. Ehrenburg
Ted M. Ehrenburg
Borough Administrator

Dated January 16, 2008

Jane McCarthy
Jane McCarthy, Clerk
Borough of Bloomingdale