

Resolution of the Demarest Governing Body

Resolution No. 174-25

September 29, 2025

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski		✓	✓			
Collins	✓		✓			
Fox						✓
Jiang			✓			
Marks			✓			
Reiss			✓			

**TITLE: RESOLUTION APPROVING SHARED SERVICE AGREEMENT WITH THE
BOROUGH OF FAIR LAWN FOR PROVISION OF CONSTRUCTION CODE
OFFICIAL/BUILDING SUBCODE OFFICIAL**

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WHEREAS, the Borough of Demarest has a need for a Construction Official and Building Subcode Official; and

WHEREAS, the Borough of Demarest wishes to enter into this Shared Service Agreement with the Borough of Fair Lawn to provide these services; and

WHEREAS, this agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007,c.63 (N.J.S.A. 40A:65-1, *et seq.*); and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Demarest that the Borough Administrator is authorized to execute this agreement with Borough of Fair Lawn to provide these services; and

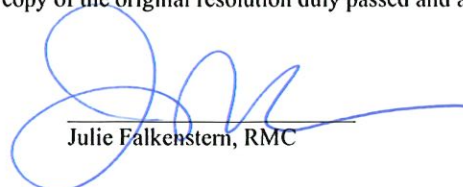
APPROVED:



Brian Bernstein, Mayor

CERTIFICATION

I, Julie Falkenstern, Registered Municipal Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on September 29, 2025.



Julie Falkenstern, RMC

**SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF
DEMAREST AND BOROUGH OF FAIRLAWN FOR CONSTRUCTION
OFFICIAL/BUILDING SUBCODE OFFICIAL**

THIS AGREEMENT made this ____ day of _____ 2025, by and between:

BOROUGH OF DEMAREST, a body politic and corporate of the State of New Jersey, with municipal offices at 118 Serpentine Road, Demarest, New Jersey 07627 (“Demarest”), and the **BOROUGH OF FAIR LAWN** (“Fair Lawn”), a body politic and corporate of the State of New Jersey, with municipal offices at _____, _____, New Jersey _____.

WITNESSETH:

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

WHEREAS, the Borough of Demarest is in need of the services of a licensed Municipal Construction Code Official and Building Subcode Official (the “Official”); and

WHEREAS, the Borough of _____ desires to provide Construction Code Enforcement and Building Subcode Enforcement services to the Borough of Demarest in accordance with the terms of this Agreement;

WHEREAS, in the spirit of intermunicipal Cooperation, and in furtherance of the principles underlying the Uniform Shared Services and Consolidation Act, the Borough of _____ and the Borough of Demarest have negotiated an Agreement for the shared provision of the services of a licensed Municipal Construction Code Official and Building Subcode Official; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the Municipalities, in an effort to more economically, and efficiently provide governmental Services, the governing bodies have each duly authorized their proper officials to enter into and execute this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises hereafter set forth it is agreed follows:

1. Term. This Agreement shall be in effect from the date of execution of this Agreement as authorized by the Governing Body of each municipality and continue thereafter through December 31, 2029, unless terminated sooner as provided herein.
2. Appointment. As a condition of this Agreement, the Official of _____ shall be recognized and appointed by the Governing Body of the Borough of Demarest as the Construction Code Official and Building Subcode Official.
3. Employer. _____ is hereby designated as the employer of the Official for purposes of tenure rights, salary, pension and other employee benefits. _____ agrees to consult with Borough of Demarest with respect to any disciplinary infractions or violations which may arise in the course of duties provided in the other's jurisdiction.
4. Resolution. Pursuant to N.J.S.A. 40A:65-5, this Agreement shall be approved by the adoption of a resolution by the Governing Body of each municipality at an open public meeting held in accordance with the Open Public Meetings Act.
5. State Filing. This Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to the rules and regulations promulgated by the Director.
6. Hours of service. The Official shall be available to the Borough of Demarest at the Borough of Demarest offices two to three days per week as scheduled between the Official and the Borough Administrator. Contractors or residents may make appointments with the Official for Borough of Demarest matters at the Borough of Demarest offices. Office staff shall be provided for all Demarest matters at the offices of the Borough of Demarest.
7. Maintenance of Records. Any and all records concerning Borough of Demarest matters shall be maintained at the Borough of Demarest.
8. Equipment/Operating Expenses: The Borough of Demarest shall provide the Official with adequate computer hardware/software, copier
9. Compliance with Law. The Official shall comply with all applicable state statutes governing the performance of the duties and responsibilities of the Official.
10. Standard of Performance. The Official shall perform the scope of services in a professional manner consistent with generally accepted principles established for the profession. The Official shall use that degree of care and skill normally exercised in the profession under similar

circumstances at the time the serves were rendered. Their standard of care shall not be judged according to later standards.

11. Construction Appeals. The County Construction Board of Appeals shall serve as the Construction Board of Appeals for both municipalities. Each municipality shall be responsible with respect to the cost of legal services arising from said appeals.

12. Scope of Services. The Official shall have the same responsibilities possess the same authority and exercise the same functions for each Municipality including:

- a. Perform all the duties and obligations of these positions as required by law and past practice.
- b. Service each Municipality which shall include, without being limited to, maintaining appropriate, reasonable and necessary office hours agreed upon by each Municipality.
- c. Each Municipalities shall require the employee to maintain accurate daily time records that reflect the time the employe allocates to each Municipality on a daily basis.
- d. Maintain availability for all necessary inspections, permit issuance and issuance of Certificates of Occupancy and Certificates of Continued Occupancy.
- e. Remain available; at all times, for all necessary emergency responses which are needed to protect the health, safety and general welfare of the (2) two Municipalities.

12. Payment. In consideration for the services rendered, the Borough of Demarest shall pay the Borough of _____ an annual sum of \$50,00.00 for 2025 (pro-rated from the start date through December 31, 2025) and 2026. Payment for 2027 shall be \$51,000.00, payment for 2028 shall be \$52,020.00 and payment for 2029 shall be \$53,061.00. All payments shall be made quarterly. Each Municipality mutually agrees to revisit the terms and conditions relating to compensation upon renewal or as needed.

13. Liability. It is understood and agreed between the parties that each municipality shall carry and maintain public liability and related insurance as may be required to cover, defend and indemnify with respect to any claims that arise from services provided under this Agreement. Each Municipality agrees to provide the other Municipality with at least thirty (30) days advance written notice of any proposed cancellation of relevant insurance policies or of material changes to said policies.

14. Vehicle. Each municipality shall provide a vehicle the Official for the Official's use for hours during which the Official is performing services within the respective Borough.

15. Termination. Notwithstanding the term of this Agreement as set forth in paragraph 1 hereof, either Municipality has the right to terminate this Agreement for any reason on ninety (90) days written notice to the other Municipality following the adoption of a Resolution by the governing body of the entity authorizing the termination. In the event that either Municipality defaults in the performance of any of its obligations under this Agreement after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement.

16. Entire Agreement. This Agreement represents the entire and integrated agreement between the Borough of _____ and the Borough of Demarest and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement shall not be amended, modified or altered during the term hereof except upon mutual agreement of Borough of _____ and the Borough of Demarest expressed in writing and signed with the same formality as this Agreement.

17. Required approvals. This Agreement is conditioned upon the approval of each municipality's Governing Body by way of adoption of an approving Resolution and approval of the Division of Local Government Services and the Department of Community Affairs if and to the extent such approval may be required by law or regulation.

18. Applicable Law and Venue. This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of New Jersey without regard to conflict of laws principles. The parties agree that any and all legal actions relating to the any dispute, enforcement or other matter to be decided between the parties arising out of this Agreement or the subject matter hereof shall be brought in a state court in Bergen County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the latter of the dates written below.

Borough of _____

Borough of Demarest

By: _____
 , Mayor

By: _____
BRIAN BERNSTEIN, Mayor

Date: _____

Date: _____

Attest: _____
 , Municipal Clerk

Attest: _____
Julie Falkenstern, RMC