

**INTERLOCAL SERVICE AGREEMENT FOR TAX REASSESSMENT SERVICE
BETWEEN THE BOROUGH OF BUTLER AND THE BOROUGH OF RIVERDALE**

THIS AGREEMENT is entered the latter of the two dates on the signature page by and between

THE BOROUGH OF BUTLER, a municipal corporation of the State of New Jersey (hereinafter referred to as "Provider");
and

THE BOROUGH OF RIVERDALE, a municipal corporation of the State of New Jersey; (hereinafter referred to as "Recipient").

Provider and the Recipient agree as follows:

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Agent

The parties acknowledge that the Tax Assessor, Shawn Hopkins, shall be an employee of the Provider who shall be responsible for his/her salary and benefits.

B. Responsibility.

At all times, the Provider shall maintain responsibility for and control over Shawn Hopkins, hired to provide the reassessment service. All citizen inquiries and complaint resolutions regarding employee performance shall be handled through the Provider.

C. Supervision

The Tax Assessor furnished by the Provider shall be responsible for compliance with all state statutes governing municipal tax reassessment as they apply to this contract.

D. Designation as Tax Reassessment Facilitator

Upon full execution of this agreement, the Borough of Riverdale shall recognize Shawn Hopkins CTA to be the Riverdale Borough Tax Reassessment Facilitator.

ARTICLE II: ACTIVITIES

A. Services to be Performed

Shawn Hopkins will provide to the Recipient, the services necessary to perform a reassessment annually and shall include:

- Annual approval of Reassessment or Compliance plan from Morris County Board of Taxation and NJ Division of Taxation.
- Maintenance of assessments
- Adjustments of assessments as required on properties based on market trends
- Perform Commercial Income Capitalization Analysis for all Commercial properties annually

- Acceptance of new values by the Morris County Board of Taxation as filed and certified with the new tax list for year of acceptance. (Generally on or around January 10 of the current tax year per N.J.S.A 54:4-26,27 & 52

B. Hours of Service

Shawn Hopkins shall establish hours as required to complete this function. Recognizing that the bulk of this work involves computer analysis, it shall be the responsibility of Shawn Hopkins to deliver as many hours as required to complete the task effectively.

C. Maintenance of Records

All records produced by the Tax Reassessment Facilitator on behalf of Riverdale Borough shall be retained in the Borough of Riverdale Municipal Building.

ARTICLE III: EMPLOYEES

A. Personnel

The Provider shall provide Shawn Hopkins as the Tax Reassessment Facilitator to fulfill the duties described in Article IIA.

B. Staffing Pattern

Riverdale is responsible for the hiring and payment of outside contractor to perform 25% of property inspections per year as required by state regulation of the annual reassessment program. The provider takes no responsibility or oversight for the contracting of the mandatory inspection service.

ARTICLE IV: FUNDING

A. Recipient shall pay the Provider the sum of \$32,500 per year. The reassessment project for the year is considered complete with the certification of the new tax list as described above. Total sum is due at the time of certification of the tax list payable at the time of certification or in August, whichever comes first.

B. Payment by Recipients to Provider

The Recipient shall provide sufficient funds in their budget to cover contract costs. The Recipient shall provide payment for the service charges, based on the figures shown under Article IV, Section A. Payment shall be made in one lump sum in August of each year of the contract.

ARTICLE V: DURATION OF CONTRACT, TERMINATION, AMENDMENT & INTERPRETATION

A. Duration

Duration of the agreement shall be for a one year period beginning on January 1, 2016 and terminating on December 31, 2016. It shall automatically renew for one year periods unless terminated at least ninety days prior to the renewal date.

B. Termination

Either party may terminate its participation in the interlocal service agreement by providing written notice to the other participant, with at least sixty days advance

notification. Lack of proper funding for inspection services or resources necessary to perform the project as required is recognized as termination of contract.

C. Amendment

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

D. Interpretation

In the event of a disagreement as to the provisions of this agreement, either party may terminate their participation in the agreement as provided for in Article V, Section B, or file an action in a court of competent jurisdiction with venue in Morris County. Each party shall bear its own cost of any litigation. In the event of a dispute between the Recipient and any other party in which the Provider is named as a party due to its provision of services under this Agreement, the Recipient shall be responsible for any of Provider's attorneys' fees and costs in such action.

ARTICLE VI: INDEMNIFICATION & DEFENSE OF PERSONNEL

In the event the Tax Reassessment Facilitator or any of the tax assessment department personnel are named as parties in any claim, proceeding, litigation, lawsuit or similar matter involving a matter concerning Recipient, Recipient shall provide the defense for the Provider's employee and shall also be responsible for indemnifying the employee(s) and/or Provider for any damages awarded against the employee(s) and/or Provider to the extent that the, proceeding, litigation or lawsuit is not the result of any action or inaction directly attributable to the Provider. If Provider and Recipient are co-defendants, the defense costs and damages, if any are awarded, shall be borne based on the percentage liability attributable to each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

BOROUGH OF BUTLER

ATTEST:

Borough Clerk

BY: _____
Robert W. Alviene, Mayor

BOROUGH OF RIVERDALE

Borough Clerk

BY: _____
William Budesheim, Mayor