

**SHARED SERVICES AGREEMENT
FOR STORMWATER SYSTEM CLEANING SERVICES**

Shared Services Agreement pursuant to NJSA 40A:65-1 et seq, made this ____ day of October 2009 between the **BOROUGH OF RINGWOOD**, a body politic, with offices located at 60 Margaret King Avenue, Ringwood, New Jersey and the **BOROUGH OF POMPTON LAKES**, a body politic, with office located at 25 Lenox Avenue, Pompton Lakes, New Jersey.

WITNESSETH:

The Borough of Ringwood (hereinafter 'Ringwood') and the Borough of Pompton Lakes (hereinafter 'Pompton Lakes') have agreed that the citizens of their respective communities can be better served, at a reduced expenditure of scarce tax dollars, by arranging for the joint provision of certain governmental services.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Term of Agreement

This Shared Services Agreement ('Agreement') shall be effective from November 1, 2009 through December 31, 2010.

2. Scope of Services

2.1 Designated as General Agent

Ringwood is hereby designated the agent of Pompton Lakes to furnish Pompton Lakes with Stormwater System Cleaning Services.

2.2 Responsibility

At all times, Ringwood shall maintain responsibility for all personnel providing services covered under this Agreement. Authority to regulate the overall departmental performance and the performance of all personnel shall reside with Ringwood. The Borough of Ringwood will provide stormwater system cleaning services, on a daily, as needed basis, and upon the request of Pompton Lakes, beginning in March and ending in November of each year. For the months of December, January, and February Ringwood will only provide stormwater system cleaning services for emergencies. Ringwood shall not be responsible for the disposal of the contents, it being expressly understood that the Borough of Pompton Lakes shall be responsible for disposal of the debris.

All citizen inquiries and complaint resolutions shall be handled through Ringwood unless same are beyond the scope of the services provided herein by

Ringwood. In such event, the citizen inquiries and complaints will be referred to the appropriate Pompton Lakes municipal official.

2.3 Supervision and Direction of Staff

A. The Department of Public Works of Ringwood (DPW) shall be responsible for the day-to-day operation and supervision of activities of the assigned DPW employees to Stormwater System Cleaning Services.

B. The staff, furnished by Ringwood, will be trained operators who will possess a New Jersey Commercial Drivers License (CDL).

2.4 Designation as Officials

Borough of Ringwood Department of Public Works and staff hired by Ringwood shall be designated by Pompton Lakes as the service provider of Pompton Lakes.

3. Activities

3.1 Site Facility

All Stormwater System material will be deposited at Pompton Lakes' DPW facility. The disposition of these materials will be by Pompton Lakes, who shall follow proper procedures as recommended by NJDEP and USEPA. At all times, the facility shall be maintained and operated under such standards as are set by State law.

3.2 Services to be performed.

The Ringwood Department of Public Works staff shall provide to Pompton Lakes, in as responsive a manner as possible, the following:

A. To provide stormwater system cleaning services as requested by Pompton Lakes.

B. To respond during normal working hours (6:00 A.M. to 2:00 P.M., Monday through Friday) to perform the stormwater system cleaning service. Non-routine problems, questions or issues of service will be reported by Pompton Lakes to the Ringwood Borough Manager.

C. The Borough of Ringwood will maintain the Jetter/Vacuum Truck and shall be responsible for labor and such care and maintenance costs of the equipment as may arise from time to time.

D. In those cases when the Jetter/Vacuum Truck is out of service, the Borough of Ringwood will make every effort to repair the equipment and Pompton Lakes will be notified. Any costs incurred for this procedure shall be the responsibility of Ringwood.

3.3 Place of Operation

The business office for the Department of Public Works and staff will be located in Ringwood.

4. Enforcement Actions

Each municipality shall be solely responsible for its own enforcement actions. The cost of enforcement activities, including, but not limited to, legal actions and collection of any fines and/or penalties assessed as a result of a legal action, shall be borne solely by the municipality within which the violation occurred. Ringwood shall only be responsible for ensuring that the Operator and/or other department personnel are available to testify and for providing documentation substantiating any investigation under taken and the results thereof.

5. Funding

5.1 Compensation Payable by Participating Town

In consideration of this service, Pompton Lakes, shall, during the term of this Agreement, pay to Ringwood, a daily rate of \$1,300.00, for the Jetter/Vacuum Truck and two (2) operators. **Ringwood will provide this service to Pompton Lakes upon the request of Pompton Lakes and the availability of Ringwood to provide the service.**

5.2 Payments by Pompton Lakes to Ringwood

A. Pompton Lakes shall provide sufficient funds in its budget to cover contract costs. Pompton Lakes shall provide payments monthly upon receipt of invoice from Ringwood, for said contract charges, based on the charges shown in Paragraph 5.1, for the duration of the term of the Agreement.

B. Failure by Pompton Lakes to pay its invoices within thirty (30) days of submission, shall result in the imposition of a five percent (5%) late penalty for that payment, as well as interest on the payment to accrue at the rate of five percent (5%) per annum.

C. If Pompton Lakes fails to pay its invoices in a timely manner twice, it may be subject to cancellation of service by the affirmative vote of the majority of the Governing Body of Ringwood and shall be responsible for all costs incurred to the date of removal as well as any costs associated with the removal of Pompton Lakes from the Agreement.

6. General Cooperation and Intent

A. It is the intention of the parties that the Stormwater System Cleaning activities within and on behalf of Pompton Lakes shall be performed by the Department of Public Works staff of Ringwood according to the same general standards of performance, procedure and recordkeeping as said office presently furnishes for matters within the

Borough of Ringwood. Ringwood agrees that its employees and contractors will cooperate with the duly authorized representative of Pompton Lakes to perform the services listed in Section 3.2 above.

B. At all times, Ringwood shall maintain responsibility for all personnel providing services covered under this Agreement.

7. Termination

This Agreement may be terminated upon the happening of any of the following events:

A. If there are incidents that vary from the intent of this Agreement and there is no mutual agreeable resolution between the parties, either Ringwood or Pompton Lakes may terminate this Agreement upon ninety (90) days written advance notification; or

B. If for any reason Ringwood determines that providing Stormwater System Cleaning Services to Pompton lakes becomes a financial liability for Ringwood, Ringwood reserves the right, upon ninety (90) days written notice to Pompton Lakes, to renegotiate or terminate this Agreement and shall be held harmless by Pompton Lakes for taking any such action to renegotiate or terminate this Agreement; or

8. Insurance

Each party will maintain their separate insurance coverage for automobile liability, general liability and worker's compensation for their respective employees.

9. Administrative and Legal Supervision

To the extent that is appropriate to matters pertaining to Pompton Lakes, Ringwood personnel shall receive subject matter and specific information from Pompton Lakes. In addition, the Municipal Attorney of Pompton Lakes shall provide legal advice, guidance and representation to Ringwood personnel on specific matters pertaining to Pompton Lakes. It is expressly understood, however, that matters of discipline, compensation, attendance and related items remain under the sole control of Ringwood in regard to all persons serving under this Agreement, who shall at all times remain employees of Ringwood only.

10. Other Contracts

The parties recognize that this is not an exclusive agreement and that Ringwood shall be permitted to enter into similar agreements with other municipalities to provide the same services as specified herein.

11. Conformity of Local Ordinances with this Agreement

In cases where the terms and conditions of this Agreement are in conflict with the Local Ordinances of Pompton Lakes, Pompton Lakes shall amend its Ordinances to eliminate any such inconsistency.

BOROUGH OF RINGWOOD

WALTER DAVISON
Mayor

ATTEST:

SUSAN ROHDIECK
Deputy Borough Clerk

BOROUGH OF POMPTON LAKES

KATHLEEN M. COLE
Mayor

ATTEST:

ELIZABETH BRANDSNESS
Borough Clerk