

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Ringwood COUNTY: Passaic

RECIPIENT: Borough of Ringwood, NJ COUNTY: Passaic

BRIEF DESCRIPTION OF SERVICE:

Chief Financial Officer / Qualified
Purchasing Agent
Certified Tax Collector Services

EFFECTIVE DATE: January 1, 2018

EXPIRATION DATE: December 1, 2023

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$ 46,000

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**SHARED SERVICES AGREEMENT
FOR CHIEF FINANCIAL OFFICER/QUALIFIED PURCHASING AGENT/CERTIFIED TAX
COLLECTOR SERVICES**

Shared Services Agreement pursuant to NJSA 40A:65-1 et seq, made this 15th day of February 2017 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 *January* 1, 2018 through December 31, 2022.

2. Scope of Services

2.1 Designated as General Agent

Ringwood is hereby designated the agent of Pompton Lakes to furnish Pompton Lakes with Chief Financial Officer, Qualified Purchasing Agent and Certified Tax Collector (CFO/QPA/CTC).

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 Chief Financial Officer, Qualified Purchasing Agent and Certified Tax Collector services, two to five hours per week at the Pompton Lakes Municipal Building.

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

The CFO/CTC/QPA, furnished by Ringwood, will be trained and possess the necessary State of New Jersey, Department of Community Affairs, Division of Local Government Services issued licenses.

2.4 Designation as Officials

Borough of Ringwood CFO/QPA/CTC hired by Ringwood shall be designated by Pompton Lakes as the service provider of Pompton Lakes.

3. Funding

3.1 Compensation Payable by Participating Town

Pompton Lakes shall provide sufficient funds in its budget to cover contract costs. Pompton Lakes shall provide quarterly payments for said services for the duration of the term of the Agreement.

In consideration of this service, Pompton Lakes, shall, during the term of this Agreement for 2018 pay to Ringwood \$35,000 with each subsequent year increasing by 2% per year.

3.2 Payments by Pompton Lakes to Ringwood

- A. The quarterly payment shall be made as follows: January 31, April 30, July 31 and October 31 of each year that the Agreement in is effect.
- 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.

4. General Cooperation and Intent

- A. It is the intention of the parties that the CFO/QPA/CTC activities within and on behalf of Pompton Lakes shall be performed by the Finance Department 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 2.2 above.
- B. At all times, Ringwood shall maintain responsibility for all personnel providing services covered under this Agreement.

5. 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 CFO/QPA/CTC 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.

6. Insurance: Indemnification

Pompton Lakes shall indemnify and hold Ringwood harmless for any claims for liability and/or damages or injury caused by or resulting from the acts, errors or omissions of the CFO/QPA/CTC or the agents thereof arising out of the provision of the services as set forth in this Agreement.

7. 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.


8. 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.

9. 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



Scott Heck, Borough Manager

ATTEST:




Jacqueline Huber
Confidential Secretary

BOROUGH OF POMPTON LAKES



Michael Serra, Mayor

ATTEST:



Elizabeth Brandsness, RMC
Municipal Clerk

RESOLUTION 17-203

A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF RINGWOOD FOR CHIEF FINANCIAL OFFICER/QUALIFIED PURCHASING AGENT/CERTIFIED TAX COLLECTOR SERVICES THROUGH DECEMBER 31, 2022

WHEREAS, the Borough of Ringwood has been requested to provide the following services: Chief Financial Officer, Qualified Purchasing Agent and Certified Tax Collector for the Borough; and

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

WHEREAS, the Borough of Ringwood has agreed to provide said services to Pompton Lakes 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 one year Shared Services Agreement with the Borough of Ringwood for Chief Financial Officer, Qualified Purchasing Agent and Tax Collector Services in the amount of \$35,000.00 for 2018 and a 2% increase in subsequent years in accordance with 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, November 29, 2017 at 7:30 p.m. in the Pompton Lakes Municipal Building, 25 Lenox Avenue, Pompton Lakes, New Jersey.

