

**INTERLOCAL SERVICES AGREEMENT BETWEEN DISTRICT AND
MUNICIPALTY FOR STORMWATER DETENTION FACILITY
LOCATION (Tier 1)**

THIS AGREEMENT is dated this _____ day of _____, 2006 by and between the MORRIS COUNTY SOIL CONSERVATION DISTRICT, a public body corporate and politic of the State of New Jersey, with a mailing address for its administrative offices at Morris County Court House, P. O. Box 900, Morristown, NJ 07963-0900 (hereinafter referred to as the “District”) and the TOWNSHIP OF _____, a municipal corporation of the State of New Jersey, with principal administrative offices at _____, _____, NJ (hereinafter “Township”);

WHEREAS, the District can provide the necessary services to inventory and inspect detention basins located in the Township (See Attached Scope of Work) ; and

WHEREAS, the Township desires that the District provide such services; and

WHEREAS, the District and the Township have the legal authority to enter into this agreement,

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties, intending to be legally bound, agree as follows:

1. Representations of the District:
 - A. The District is duly organized and validly existing under the laws of the State of New Jersey and is duly qualified and authorized to perform under the terms and conditions of this agreement;
 - B. The terms of this agreement do not conflict with any agreement of the District that would impair the ability of the District to perform under the terms and conditions of this agreement.

2. Representations of the Township:
 - A. The Township is duly organized and validly existing under the laws of the State of New Jersey and is duly qualified and authorized to perform under the terms and conditions of this agreement;
 - B. The terms of this agreement do not conflict with any agreement of the Township that would impair the ability of the Township to perform under the terms and conditions of this agreement.

3. This Agreement shall commence on _____, 2006 and terminate as of _____, 2006. Thereafter, the parties to this agreement may agree to extend the same for a period of _____ () year(s) or any other time period(s) as might be agreeable to them. During the term of this Agreement and any extension, the District shall inventory all detention basins located within the Township.
4. In the event the District is prevented from carrying out its obligations under this Agreement due to any law, administrative ruling, judgment, lawsuit, act of God, strike, lock-out or for any other reason beyond the control of the District, the District may terminate this Agreement immediately and, as of such termination, the terms and conditions set forth in this agreement shall be inapplicable, and the District shall have no further liability and/or obligation to the Township.
5. Should the Township violate any term or condition of this Agreement, or should the Township petition a court for bankruptcy protection, liquidation and/or receivership, or should the District be compelled by law to do so, the District reserves the right to terminate this Agreement immediately and without written notice to the Township. If so terminated, the District shall have no further liability and/or obligation to the Township.
6. During the term of this Agreement the Township agrees to cooperate with the District in identifying, inventorying and inspecting detention basins located within the Township.
7. For the services to be performed by the District, the Township agrees to pay the District an hourly rate of \$85 per staff member. Payment shall be made within thirty (30) days of the District providing the Township with a completed municipal purchase order or voucher.
8. The Township agrees to indemnify, save and hold harmless the District from all costs, claims, losses, lawsuits or judgments arising out of the Township's negligent acts or omissions relating to this Agreement or to the Township's breach of this Agreement. The District agrees to indemnify, save and hold harmless the Township from all costs, claims, losses, lawsuits or judgments arising out of the District's negligent acts or omissions relating to this Agreement or to the District's breach of this Agreement.
9. This Agreement shall bind the successors and/or assigns of each party.
10. This Agreement shall be interpreted under the laws of the State of New Jersey.
11. This Agreement shall become effective after both parties comply with the provisions set forth in N.J.S.A. 40:8A-4.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ATTESTED:

MORRIS COUNTY SOIL CONSERVATION
DISTRICT

By: Joseph P. Dunn, Director

TOWNSHIP OF

, RMC

By: _____, Mayor

Scope of Work

1. Initial inventory of existing storm water detention/retention/infiltration basins (basins) located within the municipality will be compiled and updated as necessary. Hydraulic & Hydrologic Summary Forms for basins will be included as available.
2. Initial maintenance inspections will be performed by District staff on above ground basins specified and accounted for in the fees provided by the municipality. The scope of the inspection includes, but is not limited to:
 - a. Evidence of deterioration of structures within the basin.
 - b. Vegetative stabilization in the basin.
 - c. Evidence of basin malfunction.
3. An initial inspection report will be created for each inspected basin. The inspection report will highlight any problems observed in the basin and give general information on how to correct any observed deficiencies. The report will also include a baseline description of the basin that can be referenced over time to alert the municipality of possible degradation of the basin, and a description of measures that could enhance the conservation value of each basin. The municipality will be provided digital photos of the basin, any significant deficiencies, and outlet structure (if present). The geographic coordinates of outlet structures will also be provided.
4. A digital file for use with Geographic Information Systems (GIS) that identifies the locations and relevant technical data (as available) for basins within the municipality will be provided.