

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: HARRISON TWP. FIRE DISTRICT COUNTY: GLOUCESTER

RECIPIENT: HARRISON TOWNSHIP MUNICIPALITY COUNTY: GLOUCESTER

BRIEF DESCRIPTION OF SERVICE:

THE ATTACHED SHARED SERVICE AGREEMENTS AND EXTENSIONS PROVIDE THAT THE FIRE DISTRICT SHALL PROVIDE TO THE TOWNSHIP LABOR SERVICES. IT IS AGREED THAT IN THE EVENT OF A FIRE OR EMERGENCY, FIRE DISTRICT PERSONNEL (LABORERS), SHALL BE RELIEVED OF ANY AND ALL PUBLIC WORKS DUTIES, SO THAT THEY MAY ATTEND TO THE FIRE OR EMERGENCY.

EFFECTIVE DATE: NOVEMBER, 2014

EXPIRATION DATE: DECEMBER 31, 2017

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.

File

RESOLUTION NO. 85-2017

**RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF HARRISON
AUTHORIZING AN AMENDMENT TO THE SHARED SERVICES AGREEMENT WITH
HARRISON TOWNSHIP FIRE DISTRICT #1 FOR THE PROVISION OF LABOR SERVICES
TO THE TOWNSHIP OF HARRISON'S PUBLIC WORKS DEPARTMENT**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits local units of this state to enter into a contract with any other governmental unit for shared services; and

WHEREAS, on November 17, 2014, the Township Committee authorized the execution of a Shared Services Agreement with the Harrison Township Fire District #1 for the provisions of labor services to the Township of Harrison's Public Works Department; and

WHEREAS, the Shared Services Agreement was extended through December 31, 2016; and

WHEREAS, pursuant to the terms and conditions of the Extension Agreement attached hereto, the Harrison Township Committee and the Harrison Township Fire District #1 seek to extend said Shared Services Agreement through December 31, 2017; and

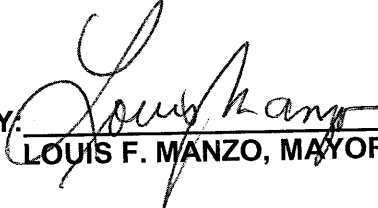
WHEREAS, the Mayor and Clerk of the Township of Harrison, County of Gloucester, and State of New Jersey shall be and are hereby authorized to execute the extension to the Shared Services Agreement on behalf of the Township of Harrison and a copy of the Agreement shall be filed with the Commissioner of the Department of Community Affairs.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Committee of the Township of Harrison, County of Gloucester, State of New Jersey, that:

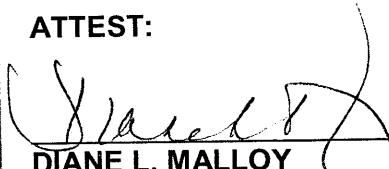
1. The Mayor and Clerk of the Township of Harrison are hereby authorized to execute the Extension Agreement to the Shared Services Agreement between the Township of Harrison and the Harrison Township Municipal Fire District #1.

ADOPTED at a regular meeting of the Mayor and Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey held on February 6, 2017.

TOWNSHIP OF HARRISON

BY: 
LOUIS F. MANZO, MAYOR

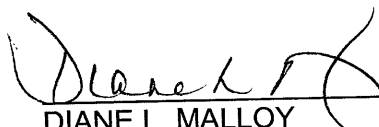
ATTEST:


DIANE L. MALLOY
Clerk

ROLL CALL VOTE				
COMMITTEE MEMBER	AYES	NAYS	ABSTAIN	ABSENT
Manzo	✓			
Clowney				✓
Gangemi	✓			
Heim	✓			
Jacques	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey, at a meeting held by the same on February 6, 2017 in the Harrison Township Municipal Building, 114 Bridgeton Pike, Mullica Hill, New Jersey 08062.


 DIANE L. MALLOY
 Clerk

**ADDENDUM TO SHARED SERVICES AGREEMENT
BETWEEN THE HARRISON TOWNSHIP FIRE DISTRICT #1
AND THE TOWNSHIP OF HARRISON DATED NOVEMBER 17, 2014**

THIS ADDENDUM made this _____ day of February, 2017 to the Shared Services Agreement dated November 17, 2014 (hereinafter "Agreement") between the Harrison Township Fire District #1 (hereinafter "Fire District") and the Township of Harrison (hereinafter "Harrison").

EFFECT AND PURPOSE: This Addendum is intended to supplement the Shared Services Agreement, and all Addendums previously attached thereto to which it is attached. The agreements and the promises contained in this Addendum will be as effective as if they were typewritten in the Agreement. If there is any conflict between the Agreement and this Addendum, the provisions of this Addendum will prevail. As used in this Addendum, the words, "this Agreement" will mean the Agreement to which the Addendum is attached as modified by other Addendum and this Addendum.

1. Paragraph 2 entitled "Term" shall be amended to read as follows:

Pursuant to N.J.S.A. 40A:65-7a(4), this Agreement shall continue in effect until December 31, 2017, unless properly terminated beforehand by the parties as provided below. This Agreement may be extended for additional one (1) year term upon the written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Addendum on the date and year first above written.

TOWNSHIP OF HARRISON

BY: _____

Louis F. Manzo
LOUIS F. MANZO, MAYOR

ATTEST:

Diane L. Malloy

DIANE L. MALLOY
Municipal Clerk

HARRISON TOWNSHIP FIRE DISTRICT #1

BY: _____

ATTEST:

[Signature]

RESOLUTION NO. 79-2016

**RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF HARRISON
AUTHORIZING AN AMENDMENT TO THE SHARED SERVICES AGREEMENT WITH
HARRISON TOWNSHIP FIRE DISTRICT #1 FOR THE PROVISION OF LABOR SERVICES
TO THE TOWNSHIP OF HARRISON'S PUBLIC WORKS DEPARTMENT**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits local units of this state to enter into a contract with any other governmental unit for shared services; and

WHEREAS, on November 17, 2014, the Township Committee authorized the execution of a Shared Services Agreement with the Harrison Township Fire District #1 for the provisions of labor services to the Township of Harrison's Public Works Department; and

WHEREAS, the Shared Services Agreement expired on December 31, 2015; and

WHEREAS, pursuant to the terms and conditions of the Extension Agreement attached hereto, the Harrison Township Committee and the Harrison Township Fire District #1 seek to extend said Shared Services Agreement through December 31, 2016; and

WHEREAS, the Mayor and Clerk of the Township of Harrison, County of Gloucester, and State of New Jersey shall be and are hereby authorized to execute the extension to the Shared Services Agreement on behalf of the Township of Harrison and a copy of the Agreement shall be filed with the Commissioner of the Department of Community Affairs.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Committee of the Township of Harrison, County of Gloucester, State of New Jersey, that:

1. The Mayor and Clerk of the Township of Harrison are hereby authorized to execute the Extension Agreement to the Shared Services Agreement between the Township of Harrison and the Harrison Township Municipal Fire District #1.

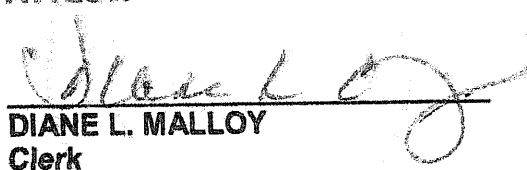
ADOPTED at a regular meeting of the Mayor and Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey held on January 20, 2016.

TOWNSHIP OF HARRISON

BY: 

LOUIS F. MANZO, MAYOR

ATTEST:


DIANE L. MALLOY
Clerk

ROLL CALL VOTE				
COMMITTEE MEMBER	AYES	NAYS	ABSTAIN	ABSENT
Manzo	✓			
Clowney	✓			
Diggons	✓			
Helm	✓			
Williams	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey, at a meeting held by the same on January 20, 2016 in the Harrison Township Municipal Building, 114 Bridgeton Pike, Mullica Hill, New Jersey 08062.



DIANE L. MALLOY
Clerk

**EXTENSION AGREEMENT WITH RESPECT TO THE SHARED SERVICES
AGREEMENT BETWEEN THE HARRISON TOWNSHIP FIRE DISTRICT AND THE
TOWNSHIP OF HARRISON**

THIS EXTENSION AGREEMENT dated January 1, 2016, is made between the Harrison Township Fire District ("Fire District"), a body politic with principal offices located at 312 Ewan Road, Ewan, New Jersey 08062, and the Township of Harrison ("Township"), a municipal corporation with principal offices located at 114 Bridgeton Pike, Mullica Hill, New Jersey 08062.

WITNESSETH

WHEREAS, in or about November, 2014, the Township and the Fire District entered into a Shared Services Agreement for the provision of labor services by the Fire District to the Township's Public Works Department, a copy of which is attached as Exhibit "A"; and

WHEREAS, the Shared Services Agreement, which commenced on November 18, 2014, and expired on December 31, 2015, provides in Section 2 that it may be extended for additional one year terms upon the written agreement of both parties; and

WHEREAS, the Fire District and the Township desire to extend the Shared Services Agreement for an additional one year term;

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. **TERM.** The term of the Shared Services Agreement referenced herein by and between the Township and the Fire District is hereby extended for a period of one year, or until December 31, 2016.

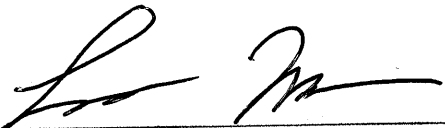
2. **CONFLICTS.** In the event of any conflict between the terms and conditions of this Extension Agreement and the Shared Services Agreement, the terms and conditions of this Extension Agreement shall control. All other rights and obligations of the parties which are set forth in the Shared Services Agreement shall remain unaltered and in full force and effect.

3. **COUNTERPARTS.** This Extension Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same document and shall be valid and binding upon the parties.

4. **ENTIRE AGREEMENT.** This Extension Agreement and the Shared Services Agreement constitute the entire agreement between the parties and any representations or agreements not contained in said documents are of no effect.

IN WITNESS WHEREOF, each party has executed this Extension Agreement and affixed its corporate seal on the date indicated. By executing this Extension Agreement, each party acknowledges that said execution has been duly authorized by a proper Resolution of the governing body.

ATTEST



COMMISSIONER LAWRENCE MOORE
SECRETARY

Dated: 1/20/16

BOARD OF FIRE COMMISSIONERS OF
THE HARRISON TOWNSHIP FIRE
DISTRICT


CHAIRMAN KENNETH POWELL

ATTEST


DIANE L. MALLOY
TOWNSHIP CLERK

Dated:

TOWNSHIP OF HARRISON


LOUIS MANZO, MAYOR

LA16-0016\Municipal Services Representative\Extension Agreement.doc

F. Shared Services

RESOLUTION NO. 214-2014

**RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF HARRISON
AUTHORIZING A SHARED SERVICES AGREEMENT WITH HARRISON TOWNSHIP FIRE
DISTRICT #1 FOR THE PROVISION OF LABOR SERVICES TO THE
TOWNSHIP OF HARRISON'S PUBLIC WORKS DEPARTMENT**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits local units of this state to enter into a contract with any other governmental unit for shared services; and

WHEREAS, Harrison Township Fire District #1 agrees to provide labor services to the Harrison Township pursuant to the terms and conditions set forth in the Shared Services Agreement attached hereto.

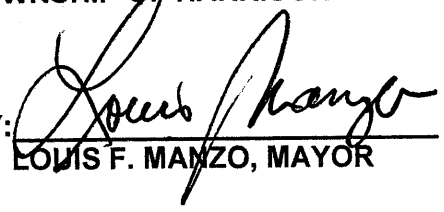
WHEREAS, the Mayor and Clerk of the Township of Harrison, County of Gloucester, and State of New Jersey shall be and are hereby authorized to execute the Shared Services Agreement on behalf of the Township of Harrison and a copy of the Agreement shall be filed with the Commissioner of the Department of Community Affairs.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Committee of the Township of Harrison, County of Gloucester, State of New Jersey, that:

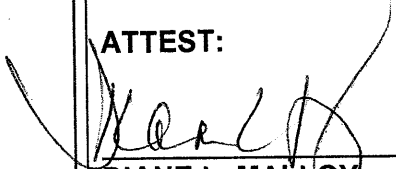
1. The Mayor and Clerk of the Township of Harrison are hereby authorized to execute the Shared Services Agreement attached hereto with Harrison Township Municipal Fire District #1.

ADOPTED at a regular meeting of the Mayor and Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey held on November 17, 2014.

TOWNSHIP OF HARRISON

BY: 
LOUIS F. MANZO, MAYOR

ATTEST:


DIANE L. MALLOY
Clerk

ROLL CALL VOTE				
COMMITTEE MEMBER	AYES	NAYS	ABSTAIN	ABSENT
Manzo	✓			
Clowney	✓			
Diggons				✓
Heim	✓			
Shearer	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey, at a meeting held by the same on November 17, 2014 in the Harrison Township Municipal Building, 114 Bridgeton Pike, Mullica Hill, New Jersey 08062.

Diane L. Malloy

DIANE L. MALLOY
Clerk

**SHARED SERVICES AGREEMENT
BETWEEN THE HARRISON TOWNSHIP FIRE DISTRICT
AND THE TOWNSHIP OF HARRISON**

THIS AGREEMENT dated November ____, 2014 is made between the **HARRISON TOWNSHIP FIRE DISTRICT** (hereinafter "Fire District"), with principal offices located at 312 Ewan Road, Ewan, New Jersey 08025, Gloucester County, New Jersey hereinafter "Board of Education, and the **TOWNSHIP OF HARRISON** (hereinafter "Harrison"), a municipal corporation of the State of New Jersey, with principal offices located at 114 Bridgeton Pike, Mullica Hill, New Jersey 08062.

WITNESSETH

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., municipalities and other local units may enter into Shared Services Agreements with other governmental units by adoption of a Resolution therefore; and

WHEREAS, Harrison Township Fire District and the Township of Harrison are local units as defined by N.J.S.A. 40A:65-3; and

WHEREAS, Harrison Township Fire District and the Township of Harrison have concluded that the residents of the Township of Harrison will benefit from the sharing of certain defined services, and

WHEREAS, the parties hereto recognize that certain services may be more efficiently provided by one of the parties to this Agreement; and

WHEREAS, the proper and respective officials of the local units were authorized to execute this Shared Services Agreement pursuant to the adoption of Resolutions of their respective entities.

NOW, THEREFORE, and in consideration of the mutual promise set forth herein, the parties hereto agrees as follows:

1. **PURPOSE**

The parties agree that this Agreement shall provide for the provision of labor services by Fire District to the Township of Harrison's Public Works Department.

2. **TERM**

The services to be furnished by this Agreement shall commence November 18, 2014. Pursuant to N.J.S.A. 40A:65-7a(4), this Agreement shall continue in effect until December 31, 2015, unless properly terminated beforehand by the parties as provided below. This Agreement may be extended for additional one (1) year terms upon the written agreement of both parties.

3. **PROVISION OF LABOR SERVICES**

a) The scheduling, hours and duties of the laborers provided by Fire District shall be managed and supervised by the Municipal Superintendent of Public Works and/or his designee after consultation with the Fire District and subject to authorization as provided for in subparagraph (c) below. It is understood and agreed that in the event of a fire and/or emergency, any Fire District personnel who is performing services hereunder shall be relieved of any and all such duties.

b) For purposes of this Agreement, any party performing services for or on behalf of the other party shall be deemed to be an agent and not an employee of the non-performing party. It is contemplated by this Agreement that Fire District is the party performing services for or on behalf of the Township of Harrison, the non-performing party.

c) Any services to be provided under this Agreement must be authorized via Resolution by the Harrison Township Committee and the Harrison Township Fire District, prior to the actual provision of the service provided.

4. **COMPENSATION**

The parties hereto agree that the labor services described herein shall be provided by Fire District at no cost to the Township of Harrison pursuant to the terms and conditions of this Agreement.

5. **INDEMNIFICATION AND COSTS**

a) The performing party, Fire District, shall indemnify, hold harmless and defend the non-performing party, its elected and appointed officials, employees, officers and agents against all liability, claims, suits, losses, damages, costs and demands on account of bodily injury, death or property damage, arising out of or connected with the performance of any service authorized by this Agreement, unless caused by or due to the negligence and/or carelessness of the Township of Harrison.

b) It is agreed between the parties that performing party's cost of providing labor services shall include, but not be limited to salary, medical, dental, prescription insurance benefits, other wage related benefit costs such as FICA, pension, unemployment, workers compensation, and/or any other costs incurred by the performing party. As the employees will be on the performing party's payroll, all costs associated with the employees will be paid by the performing party's budget.

c) Notwithstanding any other terms or provisions herein to the contrary, the Township of Harrison shall not be responsible for any post-retirement, post-termination or post-separation health benefits coverages on behalf of, or related to, the services provided by Fire District.

6. **NOTICES**

All notices required by this Agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested, to the following persons:

AS TO THE TOWNSHIP OF HARRISON FIRE DISTRICT:
Harrison Township Fire District Board of Fire Commissioners
312 Ewan Road, Ewan, New Jersey 08025

AS TO HARRISON TOWNSHIP:
Township of Harrison, Administrator, 114 Bridgeton Pike, Mullica Hill, New Jersey 08062, with a copy to the Municipal Clerk

7. **ENTIRE AGREEMENT/AMENDMENTS**

The parties acknowledge and agree that this writing constitutes the only and entire Agreement between the parties and supersedes any prior written agreements, and shall be authorized by Resolution adopted by the Township Committee on behalf of Harrison Township Fire District and the Township of Harrison

8. **INTERPRETATION/CONSTRUCTION**

The parties agree that this Agreement was prepared under authority of the State of New Jersey and therefore shall be interpreted by the laws of this State.

9. **DISPUTE RESOLUTION**

Any dispute arising out of this Agreement shall be submitted for arbitration to the American Arbitration Association to be adjudicated pursuant to the rules and procedures of that organization. All decisions of the Arbitrators shall be binding upon the parties and may be docketed in any Court of competent jurisdiction as provided by Court Rule.

10. **ASSIGNMENT**

The rights, duties and obligations of this Agreement may not be assigned without either party's prior written consent.

11. **NON-WAIVER**

It is agreed that a failure or delay in the enforcement of any of the provisions of this Agreement by either party shall not constitute a waiver of those provisions.

12. **SEVERABILITY**

If any provision or provisions of this Agreement is determined to be invalid or contrary to New Jersey law, only those provisions shall be struck and the remaining provisions of this Agreement shall survive.

13. **FUNDING**

This Agreement is subject to the availability and appropriation of sufficient funds in the fiscal years in which the services are provided by the performing party.

14. **FORCE MAJEUR**

In the event that any party is unable to perform any of the services provided hereunder or to keep any covenants by reason of labor strikes or any other causes beyond the reasonable control of that party, including but not limited to, governmental action or preemption, act of God, war or civil unrest, then that party shall be relieved of its obligation provided a reasonable extension to complete the obligation or service.

15. **TERMINATION**

This Agreement shall expire on December 31, 2015, unless extended beyond or terminated before that date upon prior mutual agreement of the parties. The Agreement may be terminated by either party upon thirty (30) days prior written notice.

16. **INDEPENDENT PUBLIC AGENCIES**

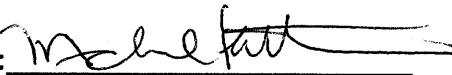
The parties acknowledge and agree that they are associated for only the purposes set forth in this Agreement and each is a public agency, separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of the other party beyond what may be required by general law.

17. **PROPERTY AUTHORITY**

The parties hereto represent and warrant that the person executing this Agreement has the full power and authority to enter into this Agreement and that this Agreement has been duly authorized by the appropriate resolution of each entity.

IN WITNESS WHEREOF, each party has executed this Agreement and affixed its corporate seal on the date indicated. By executing this agreement, each party acknowledges that said execution has been duly authorized by a proper Resolution of the governing body.

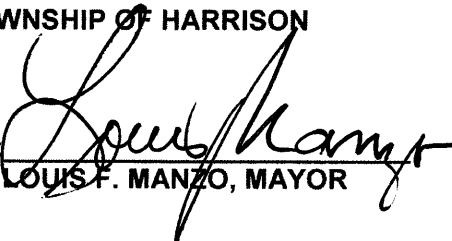
**HARRISON TOWNSHIP
FIRE DISTRICT**

BY: 

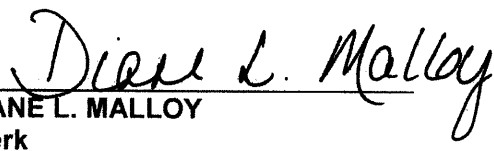
ATTEST:



TOWNSHIP OF HARRISON

BY: 
LOUIS F. MANZO, MAYOR

ATTEST:


DIANE L. MALLOY
Clerk