

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Washington Township COUNTY: Morris

RECIPIENT: Tewksbury Township COUNTY: Hunterdon

BRIEF DESCRIPTION OF SERVICE:

Renewal of a Shared Services Agreement Between the Township of Washington and the Township of Tewksbury to provide firefighting services to certain areas in the Township of Tewksbury

EFFECTIVE DATE: June, 2017

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.

RESOLUTION OF THE TOWNSHIP OF WASHINGTON

Morris County, New Jersey

No. R-114-17

Date of Adoption: June 19, 2017

Title or Subject: AUTHORIZE THE RENEWAL OF A SHARED SERVICES AGREEMENT WITH TEWKSBURY TOWNSHIP

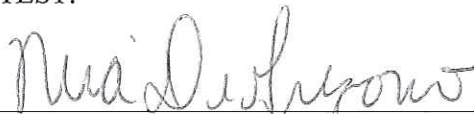
WHEREAS, the Township of Washington, County of Morris and the Township of Tewksbury, County of Hunterdon desire to renew a shared services agreement for the Fairmount Volunteer Fire Company to provide firefighting services to certain areas in the Township of Tewksbury; and

WHEREAS, municipalities are permitted to enter into such agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

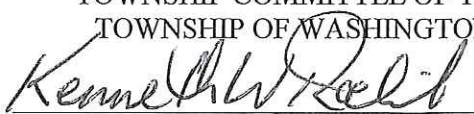
NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Washington, in the County of Morris and State of New Jersey, as follows:

1. That the Mayor and Township Clerk are hereby authorized to renew the Shared Services Agreement between the Township of Washington and the Township of Tewksbury, County of Hunterdon for fire fighting services for a term to commence June, 2017 and to terminate on December 31, 2017.
2. A copy of the Agreement is on file in the office of the Township Clerk for inspection by the public.
3. A copy of the agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to rules and regulations promulgated by the Director.
4. This resolution shall take effect immediately.

ATTEST:



Nina DiGregorio, Township Clerk

TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF WASHINGTON


Kenneth W. Roehrich, Mayor

I, Nina DiGregorio, Township Clerk of the Township of Washington, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Township at a meeting held on June 19, 2017.

Nina DiGregorio, Township Clerk

Date

INTERMUNICIPAL AGREEMENT

This AGREEMENT made this 13 day of ~~December~~^{June}, 201~~6~~⁷, by and between the Township of Washington in the County of Morris, a municipal corporation of the State of New Jersey, having offices at 43 Schooley's Mountain Road, Long Valley, New Jersey 07853 ("Washington") and the Township of Tewksbury, in the County of Hunterdon, a municipal corporation of the State of New Jersey, having offices at 169 Old Turnpike Road, Califon, New Jersey 07830 ("Tewksbury").

WITNESSETH

WHEREAS, the Fairmount Volunteer Fire Company (the "Company") serves, and has for many years served as the primary firefighting organization for a portion of Washington and Tewksbury; and

WHEREAS, Washington purchases, own and maintains fire apparatus used by the Company and desires to be compensated for purchasing and maintaining such fire apparatus which is used for firefighting purposes in areas of Tewksbury; and

WHEREAS, both parties desire that the firefighting service presently provided by the Company to both Townships continue, and have agreed to the compensation described below; and

WHEREAS, NJSA 40A:65-1 et seq. authorizes shared service agreements, and this Agreement is adopted pursuant to such statutory authorization.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. A. The parties agree that all fire apparatus utilized by the Company may be used for primary firefighting purposes in Washington and in the area of Tewksbury described in the attached Exhibit A.

B. Such apparatus may also be used for additional firefighting assistance in other areas of Tewksbury or elsewhere in accordance with procedures established by the Company in cooperation with other nearby volunteer fire companies, pursuant to mutual aid agreements approved by the Washington Township Committee.
2. Washington shall be responsible for maintaining the firefighting equipment utilized by the Company in good condition. Washington shall not be responsible otherwise for delays in, or failure of, such equipment to reach the scene of a fire or to be used properly at a fire.
3. In consideration of the terms of this agreement, Tewksbury agrees to pay the sum of \$42,794 for calendar year 2017. This sum shall be paid by June 30 of each year or within one month of execution of this agreement if later, provided that Washington has, at least three weeks prior thereto, completed and submitted to Tewksbury a proper Tewksbury voucher for payment.

4. Tewksbury shall make payment to Washington which shall place payments received in trust for Fairmount Fire Company expenses with dedication by rider approval by the Director of the DLGS or to a capital reserve or receivable account, wherein Washington Township would maintain an offsetting appropriation for Fairmount Fire Company capital expenses, in the Washington Township General Capital Fund.
5. The term of this Agreement shall commence on January 1, 2017 following the adoption of Resolutions by each governing body authorizing the execution of this Agreement. This Agreement shall continue in full force and effect until December 31, 2017, at which time this Agreement shall terminate and be of no further force or effect, unless otherwise extended by mutual agreement of the parties.
6. Only Washington Township Volunteer firefighters shall be authorized to operate the equipment and apparatus that is the subject of this Agreement. The Township of Washington assumes no liability whatsoever for damage or loss to any property that may result from the use of the equipment and apparatus in Tewksbury pursuant to this Agreement. To that end, the Township of Tewksbury agrees to hold the Township of Washington harmless from and against any claims or losses for any damage or loss to any property as a result of the operation of the equipment and apparatus in Tewksbury during the term of this Agreement. The Township of Tewksbury shall indemnify the Township of Washington against any claims, awards, or judgments (including reasonable counsel fees which may be entered against the Township as a result of the operation of the equipment and apparatus in Tewksbury).
7. No modifications, changes, or amendments to this Agreement shall be valid or enforceable unless same are in writing and approved by both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials or officers to execute this Agreement as of the date first set forth above.

ATTEST:


**TOWNSHIP OF WASHINGTON
COUNTY OF MORRIS**

Nina DiGregorio, Township Clerk

Kenneth W. Roehrich, Mayor

ATTEST:

**TOWNSHIP OF TEWKSBURY
COUNTY OF HUNTERDON**



Roberta Brassard, Township Clerk



Peter Melick, Mayor

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