

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Board of Fire Comm., Moorestown Fire District 2 COUNTY: Burlington

RECIPIENT: Board of Fire Comm., Moorestown Fire District 1 COUNTY: Burlington

BRIEF DESCRIPTION OF SERVICE:

To provide a certified, qualified Fire Official to enforce uniform fire code within the recipient's jurisdiction and provide the services of a Clerk to provide administrative support for fire prevention services.

EFFECTIVE DATE: Jan 1, 2015

EXPIRATION DATE: Dec 31, 2019

Please submit this cover sheet with shared service agreement either via email to EKG@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
FIRE PREVENTION SERVICES BETWEEN**

**BOARD OF FIRE COMMISSIONERS, MOORESTOWN FIRE DISTRICT NO. 1
AND BOARD OF FIRE COMMISSIONERS, MOORESTOWN FIRE DISTRICT NO. 2**

THIS AGREEMENT, made this 3rd day of December, 2014 by and between:

BOARD OF FIRE COMMISSIONERS, MOORESTOWN FIRE DISTRICT NO. 1,
(a body corporate) located at 261 West Main Street, Moorestown, NJ 08057

(Hereinafter, "Fire District No. 1")

and:

BOARD OF FIRE COMMISSIONERS, MOORESTOWN FIRE DISTRICT NO. 2,
(a body corporate) located at 229 N. Lenola Road, Moorestown, NJ 08057

(Hereinafter, "Fire District No. 2")

Provider: BOARD OF FIRE COMMISSIONERS, MOORESTOWN FIRE DISTRICT NO. 2

Recipient: BOARD OF FIRE COMMISSIONERS, MOORESTOWN FIRE DISTRICT NO. 1

WITNESSETH:

WHEREAS, Fire District No. 1 and Fire District No. 2 are autonomous fire districts duly created and operated pursuant to the provisions of N.J.S.A. 40A:14-70, *et seq*; and

WHEREAS, Fire District No. 1 and Fire District No. 2 are local units pursuant to N.J.S.A. 40A:65-3 as authorities subject to the "Local Authorities Fiscal Control Law," N.J.S.A. 40A:5A-1 *et seq*.; and

WHEREAS, pursuant to the provisions of N.J.S.A. 52:27D-202 and all regulations promulgate thereto, Fire District No. 1 and Fire District No. 2 elect and have elected to provide for the enforcement of the Uniform Fire Safety Act: and

WHEREAS, Fire District No. 1 and Fire District No. 2 desire to provide for the enforcement of the Uniform Fire Safety Act in accordance with the provisions of N.J.S.A. 52:27D-202 and any and all regulations promulgated under the authority thereof; and

WHEREAS, The Division of Fire Prevention of Fire District No. 1 shall continue to serve as the local enforcement agency for the geographical area serviced by

Fire District No. 1 in accordance with Chapter 79 of the Code of the Township of Moorestown; and

WHEREAS, The Bureau of Fire Prevention of Fire District No. 2 shall continue to serve as the local enforcement agency for the geographical area serviced by Fire District No. 2 in accordance with Chapter 79 of the Code of the Township of Moorestown; and

WHEREAS, Fire District No. 1 has requested the services of a certified Fire Official in order to enforce the provisions of the New Jersey Uniform Fire Code within its jurisdiction, and

WHEREAS, Fire District No. 2 is willing to assist Fire District No. 1 by permitting its personnel to provide these services to Fire District No. 1; and

WHEREAS, After a careful study, both Fire Districts have concluded that the residents and property owners of the Township of Moorestown will be best served by this Shared Services Agreement; and

WHEREAS, the “Uniform Shared Services and Consolidation Act”, N.J.S.A. 40A:65-1 et seq. (the “Act”), authorizes local units of this State to enter into an agreement with another local unit to provide or receive any service that each participating local unit is empowered to provide or receive in its own jurisdiction; and

WHEREAS, by negotiations previously held between Fire District No. 1 and Fire District No. 2, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the parties by the adoption of resolutions have each authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises, covenants and representations herein contained, the parties agree as follows:

Article 1: SCOPE OF SERVICES

1. Fire District No. 2 shall provide the services of a certified, qualified Fire Official in order to perform the Fire Official duties pursuant to the Uniform Fire Safety Act, within the recipient’s jurisdiction. The Fire Official shall serve as the local enforcement agent of the recipient pursuant to the Uniform Fire Code of New Jersey.

2. The certified, qualified Fire Official shall be appointed by resolution, by Fire District No. 1 to serve as their local fire enforcement agent.

3. Fire District No. 2 shall provide the services of a Clerk to provide administrative support for fire prevention services to Fire District No. 1.
4. The Fire Official and Clerk shall remain the sole employees of Fire District No. 2 and Fire District No. 2 shall be responsible for the administration and payment of their salary and benefits.
5. Fire District No. 1 shall provide all necessary forms for use by the Fire Official. All records pertaining to Fire District No. 1 shall remain the property of Fire District No. 1. All records pertaining to Fire District No. 2 shall remain the property of Fire District No. 2. It is agreed and understood that the provisions of the Open Public Records Act, N.J.S.A. 47:1A-1 *et seq.* will apply to all records.
6. A subcommittee (Hereinafter "The Subcommittee") shall be formed and will include two commissioners and an administrator from each fire district to handle any issues that may arise pertaining to this agreement.

Article 2: PAYMENTS AND COMPENSATION

1. Fire District No. 1 shall pay Fire District No. 2 62% of the Fire Official and Clerk's salary and benefits which shall be adjusted annually as necessary by the subcommittee. The fee may be modified to address unanticipated costs, service request, changed circumstances and needs pursuant to provisions of Article 3.4 herein.

Article 3: DURATION OF CONTRACT, TERMINATION, CONFLICT RESOLUTION PROCESS, OPTION TO EXTEND AND INDEMNIFICATION

1. Duration: The term of the agreement shall be for a term of five (5) years after the commencement date which is anticipated to be on or about January 1, 2015 and terminating on or about December 31, 2019.
2. Each Fire District shall notify the other Fire District no later than one year prior to expiration date if they wish to renew the Shared Services Agreement. A successor agreement shall be reached no later than August 31, 2019 in order to allow the fire districts adequate time to make alternative arrangements in the event that agreement is not reached.

3. **Breach and Termination:** In the event that either party fails to perform a material obligation under or otherwise materially breaches this Agreement the other party shall give written notice of the failure to perform or breach with a demand that such breach be cured within 90 days of the date of the notice. If appropriate corrective action is not taken within the 90 day cure period, the agreement shall terminate within 90 days at the option of non-breaching party, which shall be in writing.

4. **Dispute Resolution:** Any disputes arising between the parties regarding the interpretation of the terms of this Agreement or the satisfactory performance of the services in the Agreement shall be resolved by the Subcommittee, subject to approval and ratification by the boards of the fire districts. In the event that a dispute cannot be resolved by the Subcommittee the matter shall be submitted to mediation upon the written demand of either party. Each party shall provide the names of three potential mediators from whom the parties will choose a mediator.

5. **Modification:** If either Fire District wishes to open negotiations regarding the adjustment of cost sharing or any other matter under this agreement it must provide written notice to the other party. The matter shall be discussed and if approved by the Subcommittee and the respective Boards of Fire Commissioners, the modifications shall be in the form of written amendment to the Agreement.

6. **Indemnification:** Each Fire District shall indemnify and hold harmless each other party for and against any and all claims, debts, injuries, or damages which may result from violating any provision of this Agreement or any applicable law, rule or regulation.

7. **Entire Agreement:** This Agreement is the entire agreement between the parties and supersedes any and all prior agreement and understandings between the parties relating to the subject matter herein.

8. **Severability:** If any provision of this Agreement shall be declared invalid by judicial determination or by express act of any legislative body with authority to affect the Agreement, only such provision so declared invalid shall be affected and all other provision shall remain in full force and effect.

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

ATTEST:

**BOARD OF FIRE COMMISSIONERS,
MOORESTOWN FIRE DISTRICT NO. 1**

By: 

By: 

By: 

ATTEST:

**BOARD OF FIRE COMMISSIONERS,
MOORESTOWN FIRE DISTRICT NO. 2**

By: 

By: 

By: 