

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Blairstown Hose Company No. 1 COUNTY: Warren

RECIPIENT: Township of Hardwick COUNTY: Warren

BRIEF DESCRIPTION OF SERVICE:

Agreement Between the Township of Hardwick and Blairstown First Responders for the Provision of Fire Protection Services Pursuant to N.J.S.A. 40A:65-1, et. seq.
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EFFECTIVE DATE: February 10, 2018

EXPIRATION DATE: February 10, 2022

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.

AGREEMENT BETWEEN THE TOWNSHIP OF HARDWICK AND
BLAIRSTOWN FIRST RESPONDERS FOR THE PROVISION OF FIRE
PROTECTION SERVICES PURSUANT TO N.J.S.A. 40A:65-1, *et. seq.*

THIS AGREEMENT (the "Agreement") is made on the 10 day of February
2018 by and between the TOWNSHIP OF HARDWICK, County of Warren, a Municipal
Corporation of the State of New Jersey, with offices located at 40 Spring Valley Road,
Hardwick, New Jersey, 07825, hereinafter referred to as "Hardwick" and the Blairstown Hose
Company No. 1 with offices located at Stillwater Road, Blairstown, NJ 07825, hereinafter
referred to as "Company" or "Blairstown Hose" and collectively, the "Parties."

WITNESSETH:

WHEREAS, it is deemed to be in the best interests of the residents of Hardwick and the
Company to enter into a contract pursuant to N.J.S.A. 40A:65-1, *et seq.* (the "Uniform Shared
Services and Consolidation Act" hereinafter, the "Act") to enable the Company to provide fire
protection and coverage to Hardwick; and,

WHEREAS, by Resolution No. 2018-18 adopted on 2-14-18, 2018,
Hardwick authorized entry into the within Agreement between the parties; and,

WHEREAS, Hardwick wishes to ensure the safety and welfare for its residents by having
fire protection and coverage on a 24-hour per day, 7-day per week basis, which is economical,
safe and prudent; and,

WHEREAS, the Act permits and provides a mechanism for contracting between local
units such as Blairstown Hose and Hardwick for fire coverage and protection by entry into a
Shared Services Agreement; and,

WHEREAS, Blairstown Hose is a volunteer fire company that is qualified and able to provide Hardwick's fire coverage and protection in accordance with the terms set forth herein; and,

WHEREAS, Blairstown Hose and Hardwick wish to memorialize herein their Shared Services Agreement for the provision and funding of Blairstown Hose rendering fire coverage and protection to Hardwick, on a full-time basis excepting all those lands and premises situate in Hardwick and fronting on Interstate Route 80 which is presently, and shall continue, to be served by the Knowlton Volunteer Fire Department pursuant to a separate Agreement between the Knowlton Township Volunteer Fire Department and Hardwick, in lieu of Hardwick having its own volunteer fire department in accordance with the Act;

WHEREAS, Blairstown Hose acknowledges that Hardwick has entered into a separate agreement for auxiliary fire protection services with the Stillwater Area Volunteer Fire Company;

NOW, THEREFORE, the Parties in consideration of the mutual promises and covenants herein set forth, agree as follows:

1a. The Company does hereby agree to provide fire protection and coverage of all of that portion of Hardwick, excepting all those lands and premises situate in Hardwick and fronting on Interstate Route 80 as set forth in this Agreement, on a 24-hour, 7-day per week basis, in consideration of the following payments by Hardwick to the Company:

\$20,000.00 for 2018

\$20,000.00 for 2019

\$20,000.00 for 2020

\$20,000.00 for 2021

\$20,000.00 for 2022

The respective annual payment shall be made by Hardwick to the Company by on or before October 31st of each tax year in each respective year during the term hereof subject to submission of a voucher for payment by the company.

1b. The initial term hereof shall be for five (5) years commencing January 1, 2018.

1c. The Company shall assume all responsibility for fire protection and coverage in and for Hardwick as defined in subparagraph 1a. All rules and regulations pertaining to Company's department shall be promulgated and enforced by the Company.

1d. Hardwick may change the amount allocated to capital in any given year so long as the total payment to the company remains the same.

2. The Company shall have full powers of performance and maintenance of the fire coverage and protection services and full powers to undertake any ancillary fire operations necessary or convenient to carry out its duties, obligations and responsibilities under this Agreement. However, no rule or regulation shall be established which shall in any way differentiate between the fire protection and coverage provided to Blairstown and to Hardwick, nor shall any policy, written or unwritten, be made which shall in any way provide unequal fire protection. The Company's fire protection and coverage shall be the same in all manners and respects for Hardwick as for Blairstown.

3. The Company's Fire Chief, who has the duty and responsibility for control of Company's department, shall continue to have the duty and responsibility for said control and coverage as concerning Hardwick. The Chief shall advise Hardwick immediately of any or all changes in rules, regulations, or policy that could in any way materially affect fire coverage or protection to Hardwick or its residents and inhabitants as contracted for hereunder. In the event

an objection is raised by Hardwick respecting any such changes in rules, regulations or policy, or there arises any other disputes or questions between the parties as to interpretation of the terms of the agreement or the satisfactory performance by any of the parties of the services and other responsibilities contracted for hereunder, the Chief shall meet with the Mayor of Hardwick to resolve the matter. Notwithstanding the existence of a dispute as to any amount to be paid by Hardwick to the Company for payment of services performed by the Company pursuant to this Agreement, Hardwick shall continue, pursuant to N.J.S.A. 40A:65-1, *et. seq.*, to make payments to the Company in as set forth herein in paragraph 1a above until a final determination that the amount due was less than what was actually so paid, in which event the Company shall forthwith repay the excess. In any arbitration proceedings brought pursuant hereto, in the event the arbitration panel finds one party to have been solely in default, the panel shall award costs and attorney fees to the prevailing party. In all other cases, the parties shall equally split the costs of the arbitration panel and proceeding and bear their own attorney fees.

In the event of a dispute as to the interpretation of the terms of this Agreement or the satisfactory performance by any of the parties of the services and other responsibilities contracted for hereunder, the Company shall be under a continuing obligation to provide services as set forth herein pending resolution of the dispute. Hardwick shall be entitled to injunctive relief and all other equitable and legal remedies to enforce this provision of the parties' agreement.

4. The 24-hour per day, 7-day per week coverage shall ensure that Hardwick as defined in subparagraph 1a, is designated as a specific zone which will receive equal fire coverage and protection as that provided to those in Blairstown.

5. The Company acknowledges that Hardwick has entered into a separate contract for auxiliary fire coverage and protection with the Stillwater Area Volunteer Fire Company. The parties acknowledge and agree as follows:

- a) The Company shall be the primary provider of fire protection services to Hardwick;
- b) The Company agrees to have Stillwater dispatched for structure fires within Hardwick Township, where necessary, in the sole determination of the Blairstown Fire Chief;
- c) It is understood that Stillwater will participate in at least four (4) training sessions with Blairstown Hose, which shall occur by or before June 30, 2018. Both Blairstown and Stillwater shall cooperate to insure that the training sessions are scheduled on mutually agreeable dates and times and are completed before June 30, 2018; and
- d) The Company agrees that, after the four training sessions are completed with Stillwater, the simultaneous dispatch of both departments will commence for structure fires, motor vehicle accidents where there is entrapment, car fires, and lost/missing persons. The Company, as the primary agency, shall have full command powers and the ability to cancel any Stillwater unit or personnel at the sole and absolute discretion of the Incident Commander/Officer in Charge.

6. Dispatching will be done through Warren County Communications Center.

7. The Parties agree that there will be no assignment of their respective rights or obligations under this Agreement, unless signed by the parties and with proper official publication.

8. Neither party shall be liable for any negligent, reckless or intentional acts omissions of the other and each shall indemnify, defend and hold the other harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of itself or any of its respective employees or independent contractors in rendering the law enforcement services set forth in this Agreement. Such indemnification shall include payment of reasonable attorney fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions.

9. It is recognized and understood that the Company and the Township of Hardwick participate in the same or similar insurance pool. Final approval of this Agreement by the Company and Hardwick is subject to each obtaining assurance of coverage by their respective insurance representatives and that each will name the other as additional insured on any insurance policies it separately maintains. These policies shall include, without limitation, comprehensive general liability, automobile liability, errors and omissions and workers compensation with limits and deductibles as mutually agreed upon. Each party shall provide the other with a certificate of insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this agreement. In the event either the Company or Hardwick ceases to participate in the same insurance pool, such party shall provide alternative insurance comparable to that currently in effect and subject to the reasonable approval of the other party.

10. The Company shall retain the right, throughout the duration of this Agreement, to increase or decrease its staffing levels as it deems appropriate to meet its needs, provided that no such changes in staffing alter any of the obligations of the party under this Agreement.

11. The consideration paid by Hardwick to the Company shall remain fixed in the amounts set forth on Paragraph 1a above except that Hardwick agrees to remit an additional \$5,000 a year in capital monies in order to provide additional funding to the Company on an annual basis.

12. Hardwick agrees to pursue all available grant applications related to fire protection in a businesslike manner and to pay over all grant funds received to Blairstown Hose. All such payments shall be applied as a credit toward Hardwick's obligation to contribute \$5,000.00 per year in capital monies paid to the company but shall not be credited as a credit toward the annual payments or any portion of said annual payments reallocated as capital.

13. Hardwick shall not be responsible for any part or share of the cost of acquiring, constructing or maintaining any capital facility acquired or constructed by a party or agent thereof unless such part or share is provided for in the contract or in an amendment thereto only after having been ratified by the Parties in the manner by which this agreement was ratified.

14. The Company will be responsible for all equipment, vehicles, facilities, infrastructure and all other items necessary to effectuate and maintain quality fire protection services to Hardwick, including any and all maintenance of same, consistent with all applicable federal and state laws and customary fire protection norms.

15. Hardwick shall provide to the Company a current street map for Hardwick, updated periodically as necessary, and shall further post and maintain all street signs in Hardwick.

16. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

17. If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

18. Any dispute under this Agreement or related to this agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

19. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this agreement at any one time shall not be deemed a waiver of such term, covenant or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

20. Upon the adoption of a resolution pursuant to the Uniform Shared Services and Consolidation Act, a copy of such resolution, this contract, and any other pertinent information shall be forwarded to the Department of Community Affairs, Local Government Services.

21. A copy of this Agreement shall be open to public inspection at the offices of the local units immediately after passage of a resolution to become a party to the Agreement.

22. Volunteer participation will remain open to Hardwick residents but selection of individuals shall be at the sole discretion of the Company.

23. The Company shall provide a copy of its annual budget to Hardwick Township by on or before February 15 in each calendar year. In addition, the Company shall submit monthly reports to the Hardwick Township Clerk, which shall include but not be limited to, the number and type of calls in Hardwick, and any other companies that were dispatched or canceled.


24. This Agreement may be terminated by either party upon six (6) months' written notice for cause. Cause shall mean the failure to perform, pursuant to the terms of this Agreement.

25. The Company shall be provided the right of first refusal for any successor agreement proposed to be entered into by the Township. The Township shall present to the Company the terms of any new proposed agreement within thirty (30) days of receipt thereof. The Company shall be afforded thirty (30) days to match the terms of said agreement and, if having done so, the Township shall extend its agreement with the Company on said terms as proposed.

26. PEOSHA: Stillwater shall provide to the Company a list of all of its active members with certifications listed, an equipment/apparatus list and proof that all PEOSHA standards have been met prior to the Company being obligated to participate in training with Stillwater or to dispatch Stillwater to any incidents.

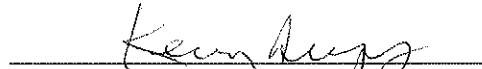
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective mayors or authorized representatives and their corporate seals affixed hereto and attested by their respective clerks/administrators the day and year first above written.

ATTEST:



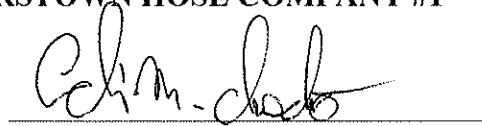
Judith Fisher, RMC
Municipal Clerk

TOWNSHIP OF HARDWICK

By: 

Hon. Kevin Duffy, Mayor

BLAIRSTOWN HOSE COMPANY #1

By: 

Calvin Inscho, Chief

RESOLUTION 2018-18

RESOLUTION OF THE TOWNSHIP OF HARDWICK, COUNTY OF WARREN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT BY AND BETWEEN THE BLAIRSTOWN FIRE COMPANY AND THE TOWNSHIP OF HARDWICK FOR THE PROVISION OF FIRE PREVENTION SERVICES

WHEREAS, the Blairstown Fire Company provides fire prevention services located within Warren County, more specifically within Blairstown Township and Hardwick Township; and

WHEREAS, the Township of Hardwick has a need for the provision of such services; and

WHEREAS, the parties have agreed to the terms regarding an Agreement to the provision of fire services.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Hardwick, County of Warren, State of New Jersey, that the Shared Service Agreement for the provision of Fire prevention services by and between the Blairstown Fire Company and the Township of Hardwick is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor is hereby directed and the Clerk authorized to attest to the execution of said Agreement.


Adopted: February 14th, 2018

CERTIFICATION

I, Judith Fisher, RMC, Clerk of the Township of Hardwick, in the County of Warren do hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by the Hardwick Township Committee at a meeting of said Committee held on February 14th, 2018.


Judith M. Fisher, RMC
Township Clerk

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 14^h day of February, 2018.


Judith M. Fisher, RMC
Township Clerk