

**DIVISION OF LOCAL GOVERNMENT SERVICES**

**SHARED SERVICES AGREEMENT**

**COVER SHEET**

PROVIDER: Washington Township COUNTY: Morris

RECIPIENT: Independence Township COUNTY: Warren

BRIEF DESCRIPTION OF SERVICE:

Shared Services Agreement for Fire Prevention Services to Independence Township

EFFECTIVE DATE: January 1, 2014

EXPIRATION DATE: December 31, 2014

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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 NO. R-153-13**

**WHEREAS**, the Township of Washington, County of Morris and the Township of Independence, County of Warren desire to enter into an shared services agreement for the provision by Washington Township of Fire Prevention Office services to Independence Township; 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.

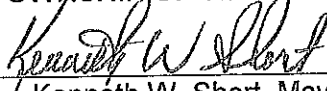
**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Washington, in the County of Morris and State of New Jersey, as follows:

1. That the Mayor and Township Clerk are hereby authorized to execute the Shared Services Agreement between the Township of Washington, County of Morris, and the Township of Independence, County of Warren, for Fire Prevention Office services for a term to commence January 1, 2014 and to terminate on December 31, 2014.
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 this Agreement shall be filed, for informational purposes, with the Department of Community Affairs, Division of Local Government Services, pursuant to rules and regulations promulgated by the Division.
4. This resolution shall take effect immediately.

ATTEST:

  
\_\_\_\_\_  
Nina DiGregorio, Township Clerk

TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF WASHINGTON

  
\_\_\_\_\_  
Kenneth W. Short, Mayor

*I, Nina DiGregorio, Township Clerk, do hereby certify that the foregoing resolution was adopted at a meeting of the Township Committee, held on November 18, 2013.*

\_\_\_\_\_  
Nina DiGregorio, Township Clerk

\_\_\_\_\_  
Date

**INTERLOCAL SERVICES AGREEMENT FOR  
FIRE PREVENTION SERVICES BETWEEN  
THE TOWNSHIP OF WASHINGTON, MORRIS COUNTY  
AND THE  
TOWNSHIP OF INDEPENDENCE, WARREN COUNTY**

**THIS AGREEMENT**, made this <sup>A</sup> day of *November* 2013, by and between:

**THE TOWNSHIP OF WASHINGTON, MORRIS COUNTY**,  
a municipal corporation of the State of New Jersey, with  
offices at the Municipal Building, 43 Schooley's Mountain  
Road, Long Valley, New Jersey 07856

(Hereinafter, "Washington")

and:

**TOWNSHIP OF INDEPENDENCE, WARREN COUNTY**, a  
municipal corporation of the State of New Jersey, with  
offices at the Municipal Building, 286-B Route 46, P.O. Box  
164, Great Meadows, New Jersey 07838 ,

(Hereinafter, "Independence")

**WITNESSETH:**

**WHEREAS**, Independence desires to contract with Washington for the furnishing of fire prevention services as required by the Uniform Fire Code, N.J.A.C. 5:70-1.1et seq., and as hereafter set forth.

**NOW, THEREFORE, IN CONSIDERATION OF** the mutual promises, covenants and representations herein contained, the parties hereto, for themselves, their heirs, successors and assigns, hereby agree as follows:

**I. SCOPE OF SERVICES**

1. Washington shall provide the services of a licensed, qualified Fire Official and/or Fire Inspector for fire prevention services to Independence, under the terms and conditions as hereinafter set forth.

2. The Washington Township Fire Prevention Office shall be responsible for inspections for Independence required pursuant to the Uniform Fire Code as set forth in this Agreement.

3. The Fire Official and Fire Inspector shall remain the sole employees of Washington and Washington shall be responsible for the administration and payment of his salary and benefits and for the supervision of the Fire Official and Fire Inspector. The parties agree that Washington will resolve any citizen inquiries or complaints regarding the services provided to Washington and Independence will resolve any citizen inquiries or complaints regarding services provided to Independence.

4. The Washington Township Fire Prevention Office shall provide all the hours required to provide the following services to Independence: smoke detector/carbon monoxide detector inspections and life hazard use inspections as required by the Uniform Fire Code. Non-life hazard use inspections are specifically excluded.

5. Independence will provide all necessary forms for use by the Fire Official and Fire Inspector at the Independence Municipal Building. All records produced by the Washington Township Fire Prevention Office regarding the fire prevention services of Independence shall be retained in the Independence Municipal Building.

## II. TERM OF AGREEMENT

6. Washington shall provide the services of the Washington Township Fire Prevention Office to Independence during the term of this Agreement which shall commence on ~~January 1, 2014~~ <sup>November 19, 2013</sup> and terminate on December 31, 2014. Either party may terminate this Agreement prior to the expiration of the term upon 90 days' advance written notice to the other party, but advance written notice is not required to terminate the Agreement if the employees of the Washington Township Fire Prevention Office retire, becomes disabled or otherwise are rendered incapable of performing the duties required pursuant to this Agreement.

## III. PAYMENT FOR SERVICES

7. Independence shall pay Washington the sum of \$31/hour for the time spent on inspections and on official fire prevention business for Independence by the Fire Prevention Official. Said sum shall be paid to Washington upon the receipt by Independence of vouchers from Washington. Any and all inspection fees as required by ordinance or state law will be remitted to Independence.

#### **IV. AMENDMENT**

8. Any amendments to this Agreement must be in writing, must specify the effective date of the amendment and must be executed by the Mayor of each municipality, or his/her designated representative.

#### **V. INDEMNIFICATION AND DEFENSE OF PERSONNEL**


9. A. Independence shall not be liable for any negligent, reckless or intentional acts or omissions of Washington or the employees of the Washington Fire Prevention Office and Washington shall indemnify, defend and hold Independence harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of Washington or any of its employees rendering the services et forth in this agreement. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional act or omission.

B. Washington will cause Independence to be named as an additional insured on Washington O & E liability policy on a primary, non-contributory basis. Washington represents that its O & E coverage is included in its general liability coverage. It is recognized and understood that Washington participates in a joint insurance fund (JIF) and Independence Paic. Washington and Independence each name each other as an additional insured on its general liability insurance policy. Washington will provide proof of automobile liability and workers compensation policies.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST:


TOWNSHIP OF WASHINGTON

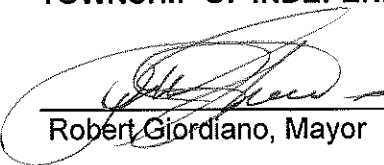
  
Nina DiGregorio, Clerk

  
Kenneth Short, Mayor

ATTEST:

TOWNSHIP OF INDEPENDENCE

  
Deborah Hrebenak, Clerk

  
Robert Giordiano, Mayor