

**SHARED SERVICES AGREEMENT
BETWEEN BOARD OF FIRE COMMISSIONERS OF FIRE DISTRICT NO.1 OF
HOPEWELL BOROUGH AND THE BOARD OF FIRE COMMISSIONERS
HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1
JANUARY 1, 2019 TO DECEMBER 31, 2020
Resolution 18-35**

THIS AGREEMENT dated as of _____ by and between The Board of Fire Commissioners of Fire District No. 1 of Hopewell Borough ("Borough Board") and The Board of Fire Commissioners Hopewell Township Fire District No. 1 (" Township Board").

WITNESSETH THAT:

WHEREAS, the Borough Board is responsible for certain fire inspection services pursuant to the Uniform Fire Safety Act (N.J.S.A. 52:27D-195 et. seq.) (the "Fire Safety Act"); and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.), the Borough Board desires to contract with the Township Board for provision of fire inspection services and certain other services required by The Fire Safety Act; and

WHEREAS, the Township Board and the Borough Board are both "local units," and the fire inspection services and other certain services to be provided are "shared services" within the meaning of N.J.S.A. 40A:65-3; and

WHEREAS, the Township Board and the Borough Board have each by resolution authorized the entry into this agreement, with a copy of this agreement available for public inspection at the offices of both the Township Board and the Borough Board respectively, and on file with The Division of Local Government Services in the Department of Community Affairs, pursuant to the provisions of N.J.S.A. 40A:65-4, and 5; and

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

1. **Scope of Services.** The Township Board agrees to provide to the Borough Board, for the benefit of the residents of Hopewell Borough, all fire inspection services required by the Fire Safety Act and any other related statute of the State of New Jersey (the "Services").

2. **Fee for the Services.** In connection with the provision of the Services, the Township Board shall have the right to collect all fees relating to the Services, as provided by the applicable statutes.

3. **Liability.** The Borough Board and the Township Board shall be responsible for acts of their own negligence consistent with the provisions of the New Jersey Tort Claims Act,

N.J.S.A. 59:1 et seq., arising out of or relating to the performance of any activity under the terms of this Agreement.

4. **Reports.** During the term of this agreement, the Township Board agrees that it will forward monthly reports containing information on the number of inspections, fee revenue from inspections, number of violations, revenue generated by violations and such other information as the parties mutually agree upon.

5. **Meetings.** Upon request, the fire official, and inspectors employed by the Township Board will appear at meetings of the Borough Board to respond to questions that the Borough Board may have regarding the level, quality, and scope of performance relating to all Services provided under this Agreement within Hopewell Borough.

6. **Termination.** Notwithstanding the terms of the agreement set forth herein, upon sixty (60) days written notice, either party may terminate this agreement.

7. **Arbitration.** The parties agree that controversies arising under this Agreement or relating to any alleged breach thereof shall be determined by arbitration in accordance with the rules of the American Arbitration Association in Trenton, New Jersey or at a location mutually agreed upon by the parties. It is understood that such arbitration is final and binding upon the parties and by executing this Agreement the parties are waiving their rights to seek damages in court, including the right to a jury trial.

8. **Entire Agreement.** This Agreement and the agreements referred to in this Agreement, contain the entire agreement and understanding of the parties and supersede all prior agreements, negotiations, arrangements, and understandings relating to the subject matter of this Agreement.

9. **Amendments and Waivers.** This Agreement may be amended, modified, superseded, or canceled, and any of the terms or conditions of this Agreement may be waived, only by a written instrument signed by each party to this Agreement or, in the case of a waiver, by or on behalf of the party waiving compliance. The failure of any party at any time to require performance of any provision in this Agreement shall not affect the right of that party at a later time to enforce that or any other provision. No waiver by any party of any condition, or of any breach of any term in this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or of any breach of any other term.

10. **Third-Party Beneficiaries.** The provisions of this Agreement are solely between and for the benefit of the respective parties to this Agreement and do not inure to the benefit of or confer rights upon any third party.

11. **Severability**. This Agreement shall be interpreted in all respects as if any invalid or unenforceable provision were omitted from this Agreement. All provisions of this Agreement shall be enforced to the full extent permitted by law.

12. **Headings**. The headings of the sections and subsections of this Agreement have been inserted for convenience of reference only and shall not restrict or modify any of the terms or provisions of this Agreement.

13. **Governing Law**. This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of New Jersey.

14. **Construction**. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Unless otherwise expressly provided, the words "include" and "including" whenever used in this Agreement shall not limit the preceding words or terms.

15. **Counterparts**. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and the counterparts shall together constitute one document. Counterparts may be signed and delivered by a party by fax, which shall be binding on that party when faxed, with one or more copies signed in original to be later delivered by express delivery service or mail.

16. **Term**. The Term of this Agreement shall be from January 1, 2019 through December 31, 2020.

IN WITNESS WHEREOF, the Board and the Township have authorized the individual signing below to execute this Agreement on behalf of their respective entity and to consent to the terms and responsibilities set forth herein. This Agreement shall be dated as of the day and year first written above.

Roll Call Vote	Yes	No	Abstain	Absent
Chairman Morehouse	✓			
Commissioner Bovenizer				
Commissioner Davies	✓			
Commissioner Evans	✓			
Commissioner Myers				

Resolution passed to
Greg Davies
Secretary
November 14, 2018

