

**RESOLUTION 2017-33  
MOUNT HOLLY FIRE DISTRICT No.1**

**RESOLUTION AUTHORIZING AN INTERLOCAL SERVICES AGREEMENT WITH THE  
EVESHAM TOWNSHIP FIRE DISTRICT NO.1**

**WHEREAS**, the Evesham Township Fire District No. 1 employs the services of an Information Management Systems Coordinator; and

**WHEREAS**, the Mount Holly Fire District No.1 requires the services of an Information Management Systems Coordinator for the purposes of operating and maintaining its electronic computer network; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides the mechanism for local governments to enter into contracts for the joint provision of required services; and

**WHEREAS**, the Mount Holly Fire District No.1 wishes to enter into this Shared Services Agreement;

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington and State of New Jersey that it enter into an interlocal services agreement with Evesham Township Fire District No.1 pursuant to the terms and conditions set forth in a proposed contract attached hereto as Schedule A;

**BE IT FURTHER RESOLVED**, that the Director of Fire Services execute said contract for and on behalf of the Board and the Clerk attest thereto;


**BE IT FURTHER RESOLVED**, that a signed, conformed and compared copy of this Resolution be accessible and maintained as an official Board record pursuant to and in accordance with the "Open Public Records Act"; N.J.S.A. 47:1A-1, *et seq.* and the "Destruction of Public Records Law (1953)"; N.J.S.A. 47:3-8.1, *et seq.* as set forth by the State of New Jersey Municipal Agency Record Retention Schedule promulgated by the Division of Archives and Record Management.

**CERTIFICATION**

I, **STEFANIE HAINES**, do hereby certify that the foregoing is a true and compared copy of an original Resolution now on file and of record in the District office which was duly adopted at a public meeting held on the 6<sup>th</sup> day of December, 2017.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly on this 6<sup>th</sup> day of December, 2017.

  
STEFANIE HAINES, CLERK  
Board of Fire Commissioners  
Fire District No.1  
Township of Mount Holly

**Board of Commissioners Recorded Vote**

Member	Aye	Nay	Abstain	Absent
Donald Pike	✓			
Richard McIlwee	✓			
Joshua Brown	✓			
Stefanie Haines	✓			
Patricia Cauley				✓

**SHARED SERVICES AGREEMENT**  
**by and between**  
**THE EVESHAM TOWNSHIP FIRE DISTRICT NO. 1**  
**and**  
**THE MOUNT HOLLY FIRE DISTRICT NO. 1**

This Shared Services Agreement is entered into by and between the Evesham Township Fire District No. 1, in the County of Burlington, with its principal office located at 984 Tuckerton Road, Evesham, New Jersey 08053, (hereinafter the "District"), and the Mount Holly Township Fire District No. 1, a public body corporate and politic, with its principal office located at 100 Garden Street, Mount Holly, New Jersey 08060, (hereinafter "Mount Holly"),

WHEREAS, the District and Mount Holly have determined that it is in their best interests, and in the best interests of their respective taxpayers, to share the services of an Information Management System Coordinator (hereinafter "Coordinator") to oversee the management and operation of their respective computer networks; and

WHEREAS, the District and Mount Holly are empowered to provide the services described herein within their respective jurisdictions; and

WHEREAS, the District and Mount Holly are authorized by N.J.S.A. 40A:65-1 *et seq.*, to enter into this Shared Services Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration in hand received, it is agreed as follows:

1. SPECIFIC SERVICES TO BE PERFORMED

1.01 The services to be shared under this Agreement ("Shared Services") are the services, duties and functions of an Information Management Systems Coordinator as more specifically described and detailed in the Position Description of the Job Title: Management Information System Coordinator which is attached hereto and made part hereof.

## 2. STANDARDS; ALLOCATION OF RESPONSIBILITY

2.01 For the purposes of this Agreement, the District shall be considered the party performing the Shared Services, and Mount Holly shall be considered the party on whose behalf the Shared Services are being performed.

2.02 The Coordinator shall devote no more than five (5) hours per week on an annualized basis in the performance of such services on behalf of Mount Holly. The number of hours of service may vary from week to week depending upon the need/demand for the Coordinator's services; however, in no event shall the total number of hours provided exceed more than forty (40) in any one (1) week period.

2.03 In the event that a conflict should arise between the two parties for the amount of time that is available for the Coordinator to perform any required services during a given period, the District shall be controlling in determining the allocation of available resources.

## 3. COST OF SERVICES

3.01 Mount Holly shall pay to the District \$10,000.00 per year for the aforesaid services. Such sum shall be payable in four (4) equal quarterly payments upon issuance of an invoice or other demand for payment to Mount Holly by the District. Mount Holly shall make payment to the District within thirty (30) days of receipt of the quarterly billings.

## 4. DURATION OF AGREEMENT.

4.01. The term of this Agreement shall commence on the last date when this Agreement is executed by the parties below, and shall end one year following the date of commencement of this agreement or if terminated sooner by the mutual consent of both parties.

4.02 This Agreement may be terminated with or without cause by either the District or Mount Holly upon sixty (60) days' written notice.

## 5. PROCEDURE FOR PAYMENTS

5.01 With respect to the costs to be shared under this Agreement, the District shall pay for all such expenses as they are due to the Coordinator, pursuant to the Employment Agreement in effect between the District and the Coordinator. The District shall then provide Mount Holly with quarterly billings for



all such expenses, and Mount Holly shall make payment to the District within thirty (30) days of receipt of those quarterly billings.

5.02 With respect to other reasonable and necessary expenses incurred for Shared Services that are not specifically referred to herein, the District shall pay for all such expenses. The District shall then provide Mount Holly with monthly or quarterly billings for all such expenses, and Mount Holly shall make payment within thirty (30) days of receipt of those monthly billings.

5.03 In accordance with N.J.S.A. 40A:65-7.g, in the event of any dispute as to the amount to be paid by Mount Holly, the full amount requested by the District shall be paid; but if through subsequent negotiation, arbitration or litigation, the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the District shall forthwith repay the excess.

## 6. AGENCY

6.01 For the purposes of this Agreement, and in accordance with N.J.S.A. 40A:65-7.d, the District shall be considered the general agent of Mount Holly. The District has full powers of performance of the Shared Services, and has full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, obligations and responsibilities under this Agreement. These powers include all powers of enforcement and administrative regulation which are, or may be, exercised by Mount Holly, on whose behalf the District acts pursuant to this Agreement, except as the powers are limited by the terms of this Agreement.

## 7. INDEMNIFICATIONS

7.01 In all cases and to the extent permitted by the New Jersey Tort Claims Act, N.J.S.A. 59:1 – 1 et seq., the Parties hereby agree to mutually indemnify, defend and hold one another harmless from any and all claims, demands, liabilities, causes of action complaints, suits (at law or in equity), loss of life, injury or damage to person or property, penalties, fines, judgements, losses, costs and expenses (including without limitation reasonable attorney's fees, court costs, consultants' and experts' fees, and the cost of enforcing the Agreement) for their respective negligent acts or omissions, including those of their agents or employees, (collectively "claims"), arising in connections with or related to, directly or indirectly, the provision of Information Management Systems Coordinator's services.

7.02 The Parties' mutual obligation under this Paragraph shall survive the execution, delivery, performance, cancellation and termination of this Agreement and any succeeding documents, and shall be binding upon the heirs, successors administrators and assigns of each of the parties hereto.

7.03 No party to this Agreement waives any immunity to which it may be entitled pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

7.04 The Parties' mutual obligation under this Paragraph shall survive the cancellation or termination of this Agreement.

## 8. INSURANCE

8.01 Each party shall obtain and keep in full force and effect at all times during the term of this Agreement, at its own cost and expense, for the mutual benefit of the Parties (i) comprehensive general liability for injury, death or property damage to, or other liability claims, by anyone or more persons, in an amount of no less than one million dollars (\$1,000,000.00) or such greater amount in each case as either Party shall reasonably request from time to time, protecting one another as an additional insured against any and all claims for personal injury, death or property damage or any other claim arising under this Agreement, and (ii) worker's compensation insurance as required by law.

8.02 As such insurance shall be written by a good and solvent insurance company or companies recognized standing, admitted to do business in the State of New Jersey or, alternatively, through a public entity authorized by the State of New Jersey to "pool" the financial resources of public entities, as assurance against those risks provided for herein, including but not limited to the Professional Municipal Management Insurance Fund and the Excess Liability Fund. All policies procured by either Party pursuant hereto shall be issued in the names and for the benefit of both Parties, as their respective interests may appear. Each Party shall procure, maintain and place such insurance and pay all premiums and charges therefore and upon failure to do so as herein provided, the other Party may, but shall not be obligated to, procure, maintain and place such insurance and pay all premiums and charges therefor and shall be entitled to reimbursement for such expense. Each Party shall cause to be included in all such insurance policies a provision to the effect that the same will be non-cancelable except upon not less than thirty (30) days' prior written notice the the other Party, and there will be no right of subrogation against the other Party. Copies of all such insurance policies shall be exchanged by the Parties with a reasonable period following the Effective Date of this Agreement.

## 9. MODIFICATIONS

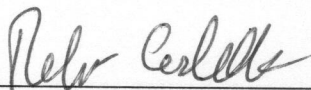
9.01 The terms of this Shared Services Agreement may only be modified by the subsequent written agreement of the parties.

10. RESOLUTION TO ENTER AGREEMENT

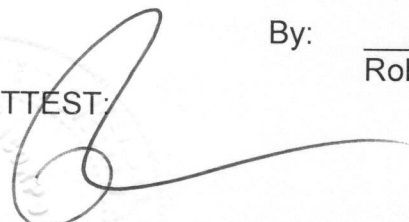
10.01 The parties acknowledge that the "District" is entering into this Agreement by the adoption of Resolution 2017-73, and that "Mount Holly" is entering into this Agreement by the adoption of Resolution 2017-33. This Agreement is contingent upon the adoption of all Resolutions by the respective parties.

IN WITNESS WHEREOF, the parties have below executed this Shared Services Agreement.

EVESHAM TOWNSHIP FIRE DISTRICT

By:   
Robert Costello, President

ATTEST:

  
Ronald Snyder, Secretary

MOUNT HOLLY TOWNSHIP FIRE DISTRICT

By:   
Donald Pike, Chairman

ATTEST:

  
Stefanie Haines, Secretary