

**BOARD OF FIRE COMMISSIONERS
HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1**

RESOLUTION NO. 2015-18

**A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH
THE BOROUGH OF PENNINGTON FOR FIRE INSPECTION SERVICES**

WHEREAS, the Borough of Pennington (the “Borough”) 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

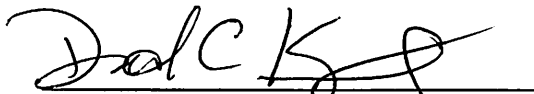
WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.), the Borough desires to contract with the Board of Fire Commissioners of Hopewell Township Fire District No. 1 (the “Board”) for the provision of fire inspection services and other certain service required by The Fire Safety Act; and

WHEREAS, the Borough and the Board are both “local units,” and the fire inspection services and other certain services required by The Fire Safety Act are “shared services” within the meaning of N.J.S.A. 40A:65-3.

NOW, THEREFORE, BE IT RESOLVED, that the Board Chairman be and is hereby authorized and directed to execute a Shared Services Agreement between the Borough and the Board for the provision of fire inspection services and other certain services required by The Fire Safety Act, substantially in the form annexed hereto (the “Agreement”).

RECORD OF BOARD VOTE ON PASSAGE

Commissioner	Moved	Second	Aye	Nay	Abstain	Absent
Cseremsak		✓	✓			
Kintzel			✓			
Lenarski						✓
Lynch	✓		✓			
Chipowsky			✓			


Donald C. Kintzel, Secretary
A CERTIFIED COPY

February 5, 2015

**BOROUGH OF PENNINGTON
RESOLUTION #2015 – 1.17**

**A RESOLUTION AUTHORIZING SHARED
SERVICES AGREEMENT WITH THE BOARD OF FIRE COMMISSIONERS
OF HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1 TO PROVIDE ALL
REQUIRED FIRE INSPECTION SERVICES FOR THE PERIOD
JANUARY 1, 2015 THROUGH DECEMBER 31, 2016**

WHEREAS, the Borough of Pennington (“Borough”) 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 desires to contract with the Board of Fire Commissioners of Hopewell Township Fire District No. 1 (the “Board”) for the provision of fire inspection services and other certain services required by the Fire Safety Act; and

WHEREAS, the Borough and the Board are both “local units” and the fire inspection services and other certain services required by the Fire Safety Act are “shared services” within the meaning of N.J.S.A. 40A:65-3;

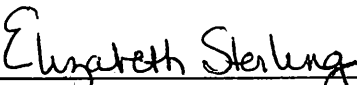
WHEREAS, the term of this Shared Services Agreement shall be two years, from January 1, 2015 through December 31, 2016;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Mayor of the Borough, with the attestation of the Borough Clerk, is hereby authorized to enter into and execute on behalf of the Borough a Shared Services Agreement providing for the aforesaid services in substantially the form annexed to this Resolution, subject to final approval as to form by the Borough Attorney.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Chandler	S				Griffiths	M			
Davy				absent	Lawver	X			
Gnatt	X				Marciante	X			

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on January 5, 2015.


Elizabeth Sterling, Borough Clerk

**SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF PENNINGTON AND THE
BOARD OF FIRE COMMISSIONERS
HOPEWELL TOWNSHIP FIRE DISTRICT NO.1
JANUARY 1, 2015 TO DECEMBER 31, 2016**

THIS AGREEMENT dated as of 1 / 1 / 2015 by and between the Borough of Pennington, a municipal corporation of the State of New Jersey (the "Borough") and the Board of Fire Commissioners Hopewell Township Fire District No.1 (the "Board").

WITNESSETH THAT:

WHEREAS, the Borough 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 desires to contract with the Board for provision of fire inspection services and certain other services required by The Fire Safety Act; and

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

WHEREAS, the Borough and the Board have each by Resolution authorized the entry into this Agreement, with a copy being available for public inspection at the offices of both the Borough and the 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. The term of this Shared Services Agreement shall be two years from January 1, 2015 to December 31, 2016.

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

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

4. **Liability.** The Borough and the Board shall be responsible for acts of their own negligence consistent with a 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 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 inspectors employed by the Board will appear at meetings of the Borough to respond to questions that the Borough may have regarding the level, quality, and scope of performance relating to all Services provided under this Agreement.

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 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.

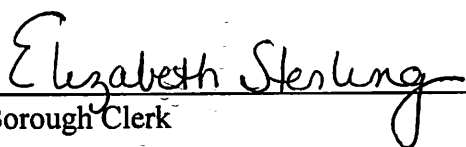
13. **Governing Law.** This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of New Jersey.

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.

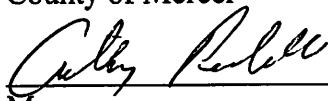
15. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and the counterparts shall together constitute one document. Counterparts may be signed and delivered by a party by fax, which shall be binding on that party when faxed, with one or more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

Signed as of the date first written above.

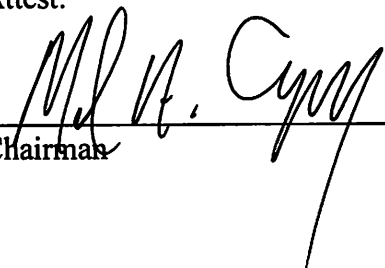
Attest:


Borough Clerk

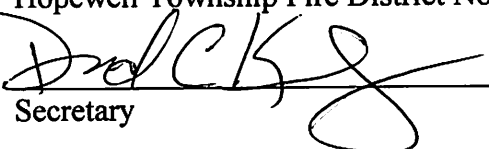
Borough of Pennington
County of Mercer


Mayor

Attest:


Chairman

Board of Fire Commissioners
Hopewell Township Fire District No. 1


Secretary