

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

R E S O L U T I O N #23-45

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO EXECUTE
A SHARED SERVICES AGREEMENT BETWEEN THE BOARD OF
FIRE COMMISSIONERS HOPEWELL TOWNSHIP
FIRE DISTRICT NO. 1 AND THE TOWNSHIP OF HOPEWELL**

BE IT RESOLVED, on this 23rd day of January 2023 by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, that the Mayor be and is hereby authorized to execute a shared services agreement pursuant to N.J.S.A. 40A:65-1 et seq., with the Board of Fire Commissioners Hopewell Township Fire District No. 1, for provision of fuel, postage, uniform cleaning and parts for vehicle repairs in substantially the same form as the Agreement annexed hereto.

Date Adopted: January 23, 2023

CERTIFICATION

I, Laurie E. Gompf, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 23rd day of January, 2023, in the Municipal Building Auditorium, Hopewell Township, New Jersey and via Zoom Video Communications.


Laurie E. Gompf, RMC, CMC
Municipal Clerk

**SHARED SERVICES AGREEMENT
BETWEEN THE BOARD OF FIRE COMMISSIONERS OF FIRE DISTRICT
NO.1 OF HOPEWELL TOWNSHIP AND THE TOWNSHIP OF HOPEWELL
JANUARY 1, 2022 TO DECEMBER 31, 2024**

THIS AGREEMENT dated as of _____ by and between The Board of Fire Commissioners of Fire District No. 1 of Hopewell Township ("Township Board"), located at 201 Washington Crossing-Pennington Road, Titusville, New Jersey 08560 and The Township of Hopewell ("Township"), a New Jersey Municipal Corporation with a primary business address of 201 Washington Crossing-Pennington Road, Titusville, New Jersey 08560.

WITNESSETH THAT:

WHEREAS, the Township Board reimburses the Township for fuel, postage, uniform cleaning, and parts for vehicle repairs; and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40:65-4 et. seq.), the Township Board desires to contract with the Township for provision of fuel, postage, uniform cleaning, and parts for vehicle repairs; and

WHEREAS, the Township Board and the Township are both "local units," and the services and items to be provided are "shared services" within the meaning of N.J.S.A. 40A:65-4; and

WHEREAS, the Township Board and the Township 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 Township 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:

Scope of Services. The Township agrees to provide to the Township Board, for the benefit of the residents of Hopewell Township, the ability to reimburse the Township for fuel, postage, uniform cleaning, and parts for vehicle repairs.

Termination. The term of this agreement shall be from January 1, 2023 through December 31, 2024. Notwithstanding the term of the agreement as set forth herein, either party may terminate this agreement upon sixty (60) days written notice to the other party.

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.

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.

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.

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.

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.

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.

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

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.

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.

IN WITNESS WHEREOF, the Township 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.

Board of Fire Commissioners of Fire District
No.1 of Hopewell Township

ATTEST:

TOWNSHIP OF HOPEWELL

ATTEST: