

**Evesham Township Fire District Number 1
County of Burlington
State of New Jersey**

Resolution Number 2024 - 72

**A RESOLUTION AUTHORIZING THE RENEWAL OF A SHARED
SERVICES AGREEMENT WITH THE MOUNT HOLLY TOWNSHIP
FIRE DISTRICT NO. 1**

WHEREAS, on November 13, 2017 the Board of Fire Commissioners of the Evesham Township Fire District No. 1 (District) approved Resolution Number 2017 – 73 authorizing a Shared Services Agreement with the Mount Holly Township Fire District No. 1 (Mt. Holly) for the provision of services by the District’s Information Management Systems Coordinator to operate and maintain Mt. Holly’s electronic computer network; and,

WHEREAS, the original term of the aforementioned agreement was for a period of one (1) year; and,

WHEREAS, on November 9, 2023, the Board of Fire Commissioners of the Evesham Township Fire District No. 1 (District) approved Resolution Number 2023 – 67 authorizing a renewal of the Shared Services Agreement with the Mount Holly Township Fire District No. 1 (Mt. Holly): and

WHEREAS, the District and Mt. Holly have determined that it is in their mutual best interest to renew the aforementioned agreement once again.


NOW, THEREFORE BE IT RESOLVED by the Board of Fire Commissioners of the Evesham Township Fire District No. 1 in the Township of Evesham, County of Burlington as follows:

1. That the Business Administrator be authorized to enter into a renewal of the Shared Services Agreement by and between the Board of Fire Commissioners of Evesham Township Fire District No. 1 and the Mount Holly Township Fire District No. 1, which is attached hereto and made part hereof, be and is hereby approved and authorized.



President

This is to certify that the foregoing Resolution was duly adopted by the Board of Fire Commissioners of the Evesham Township Fire District Number 1 at a meeting held on the third day of December 2024.



Secretary of the Board

Roll Call of Vote

Commissioner	Moved	Seconded	Ayes	Nays	Abstained	Absent
Albright			✓			
Baugh			✓			
Guerrini			✓			
McIntyre		✓	✓			
Powers	✓		✓			

Exhibit A
SHARED SERVICES AGREEMENT
by and between
EVESHAM TOWNSHIP FIRE DISTRICT NO. 1
and
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, State of New Jersey, with its principal office located at 984 Tuckerton Road, Suite 205, Evesham, New Jersey 08053, (hereinafter the "District"), and the Mount Holly Fire District No.1, a public body corporate and politic, with its principal office located at 17 Pine 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 a Technology Coordinator (hereinafter "Coordinator") to oversee the management and operation of their respective computer networks and technology; and

WHEREAS, the District and Mount Holly are duly authorized 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 the 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 a Technology Coordinator as more specifically described and detailed in the attached Job Description: Technology 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 eight (8) 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 \$26,500.00 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.

3.02 If, at any time during the term of the Agreement, is the position of Technology Coordinator vacant or fulfilled via a supplemental agreement or service contract by the District, Mount Holly shall not be required to submit payment for services during the period of vacancy.

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.

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:65-7d, 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. MODIFICATIONS

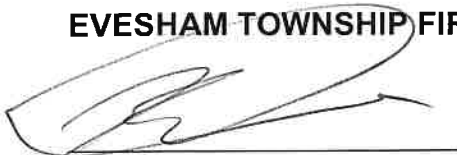
7.01 The terms of this Shared Services Agreement may only be modified by the subsequent written agreement of the parties.

8. RESOLUTION TO ENTER AGREEMENT

8.01 The parties acknowledge that the "District" is entering into this Agreement by the adoption of Resolution 2024-72, and that "Mount Holly" is entering into this Agreement by the adoption of Resolution 2024-XX. 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 No.1



President

ATTEST:
Secretary



MOUNT HOLLY FIRE DISTRICT No.1

Richard McIlwee, Chairman

ATTEST:

Nicole Saucier, Secretary

Effective Date: _____