BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 2
TOWNSHIP OF MOORESTOWN

RESOLUTION 2025-13

A Resolution Authorizing the Board of Fire Commissioners, Moorestown Fire District No. 2 to continue in a Shared Services Agreement with the Board of Fire Commissioners, Moorestown Fire District No. 1 for Fire Prevention and Code Enforcement Services

WHEREAS, the Board of Fire Commissioners of Fire District No. 2 of the Township of Moorestown desires to continue in a Shared Services Agreement with the Board of Fire Commissioners of Fire District No. 1 of the Township of Moorestown; and

WHEREAS, the purpose of the Shared Services Agreement is to provide Fire Prevention and Code Enforcement Services for the Township of Moorestown; and

WHEREAS, the attached Shared Services Agreement indicates the provider to be the Board of Fire Commissioners, Moorestown Fire District No. 2 and the recipient to be the Board of Fire Commissioners, Moorestown Fire District No. 1; and

WHEREAS, the attached Shared Services Agreement outlines the purpose, scope of services, legal fees, property, reports, fees, payments, compensation, duration, termination, conflict resolution process, option to extend and indemnification.

NOW, THEREFORE, BE IT RESOLVED by the Board of Fire Commissioners, Fire District No. 2 of the Township of Moorestown, County of Burlington, State of New Jersey that the Commissioners are hereby authorized to execute the attached Shared Services Agreement with the Board of Fire Commissioners of Fire District No. 1 of the Township of Moorestown to provide Fire Prevention and Code Enforcement Services; and

BE IT FURTHER RESOLVED that a copy of the Shared Services Agreement be filed with the New Jersey Division of Fire Safety and the New Jersey Division of Local Government Services, pursuant to the rules and regulations promulgated by the Division of Community Affairs and an additional copy be filed with the Township of Moorestown.

BE IT FURTHER RESOLVED that the Board of Fire Commissioners agrees to abide by the provisions of the attached Shared Services Agreement and that the Commissioners assigned by the Chairman of the Board are hereby authorized to execute the attached Shared Services Agreement on behalf of the Board of Fire Commissioners.

We hereby adopt this Resolution on behalf of Moorestown Fire District No. 2 this 13th day of August, 2025.

RECORDED VOTE:

Commissioner	Yea	Nay	Absent	Abstain
Wesolowski	X			
Mann	X			
Gifford	X			
Clark	X			
Sterling	X			

CERTIFICATION

I, Secretary of the Moorestown Fire District No. 2, do hereby certify that the foregoing resolution was presented and duly adopted by the fire district members at a meeting of the Board of Fire Commissioners of the Moorestown Fire District No. 2 held on August 13, 2025.

James E. Gifford,
Secretary

SHARED SERVICES AGREEMENT FOR FIRE PREVENTION SERVICES BETWEEN BOARD OF FIRE COMMISSIONERS, MOORESTOWN FIRE DISTRICT NO. 1 AND BOARD OF FIRE COMMISSIONERS, MOORESTOWN FIRE DISTRICT NO. 2

THIS AGREEMENT, made by and between:

BOARD OF FIRE COMMISSIONERS, MOORESTOWN FIRE DISTRICT NO. 1,

(a body corporate) located at 261 West Main Street, Moorestown, NJ 08057

(Hereinafter, "Fire District No. 1")

and:

BOARD OF FIRE COMMISSIONERS, MOORESTOWN FIRE DISTRICT NO. 2,

(a body corporate) located at 229 N. Lenola Road, Moorestown, NJ 08057

(Hereinafter, "Fire District No. 2")

Provider- BOARD OF FIRE **COMMISSIONERS, MOORESTOWN** FIRE **DISTRICT NO. 2**

Recipient: BOARD OF FIRE COMMISSIONERS, MOORESTOWN FIRE DISTRICT NO. 1

WITNESSETH:

WHEREAS, Fire District No. 1 and Fire District No. 2 are autonomous fire districts duly created and operated pursuant to the provisions of N.J.S.A. 40A:14-70, *et seq;* and

WHEREAS, Fire District No. 1 and Fire District No. 2 are local units pursuant to N.J.S.A. 40A:65-3 as authorities subject to the "Local Authorities Fiscal Control Law," N.J.S.A. 40A:SA-1 *et seq.;* and

WHEREAS, pursuant to the provisions of N.J.S.A. 52:27D-202 and all regulations promulgate thereto, Fire District No. 1 and Fire District No. 2 elect and have elected to provide for the enforcement of the Uniform Fire Safety Act: and

WHEREAS, Fire District No. 1 and Fire District No. 2 desire to provide for the enforcement of the Uniform Fire Safety Act in accordance with the provisions of N.J.S.A. 52:27D-202 and any and all regulations promulgated under the authority thereof; and

WHEREAS, Fire District No. 1 has requested the services of a licensed Fire Official in order to enforce the provisions of the New Jersey Uniform Fire Code within its jurisdiction, and

WHEREAS, Fire District No. 2 is willing to assist Fire District No. 1 by permitting its personnel to provide these services to Fire District No. 1; and

WHEREAS, after a careful study, both Fire Districts have concluded that the residents and property owners of the Township of Moorestown will be best served by this Shared Services Agreement; and

WHEREAS, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into an agreement with another local unit to provide or receive any service that each participating local unit is empowered to provide or receive in its own jurisdiction; and

WHEREAS, by negotiations previously held between Fire District No. 1 and Fire District No. 2, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the parties by the adoption of resolutions have each authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises, covenants and representations herein contained, the parties agree as follows:

Article 1: Purpose

1. The purpose of this Shared Services Agreement is for the creation, operation and maintenance of The Moorestown Bureau of Fire Prevention (Hereinafter, "The Bureau") for the geographical area serviced by Fire Districts No. 1 & No. 2 (Hereinafter, "The Township").

Article 2: SCOPE OF SERVICES

1. Pursuant to the provisions of N.J.S.A 52:27D-192, et seq., Uniform Fire Safety Act, Moorestown Fire District No. 2 shall serve as the local enforcement agency in the Township's geographical area serviced by District No. 1 and shall provide those services required pursuant to the said Act and any rules and regulations promulgated thereunder.

2. A licensed, qualified Fire Official employed by Fire District No. 2 shall be appointed and will serve as the local fire enforcement agent for and within the Township of Moorestown pursuant to provisions of the New Jersey Uniform Fire Code. The Fire Official shall report to both Boards of Fire Commissioners.

3. The Fire Official shall be responsible for the operation and supervision of "The Bureau" and shall direct and supervise the day-to-day activities and employees within "The Bureau". The Fire Official shall make recommendations to each Board of Fire Commissioners regarding the hiring, training, evaluation, promotion or dismissal of all employees within "The Bureau".

4. The Fire Districts shall assign a minimum of two full time and two part time licensed Fire Prevention Specialists to the Bureau. Fire District No. 2 shall provide a full-time clerk to provide administrative support to "The Bureau". Employees assigned to "The Bureau" shall be under the direct supervision and day to day control of the Fire Official.

5. All personnel shall remain the sole employees of their respective districts. Therefore, there shall be no change to the employees' primary employer designation as a result of this Agreement. Each district shall be responsible for the administration and payment of their employees' salary and benefits and for the hiring, training, evaluation, promotion and discharge of its employees.

6. "The Bureau" shall be located at 225 N. Lenola Road, Moorestown, New Jersey 08057. The hours of operation shall be from 8:00 a.m. to 4:00 p.m.

7. A subcommittee (Hereinafter "The Subcommittee") shall be formed and will include two commissioners and an administrator from each fire district to provide guidance in the creation, financing, operation and maintenance of "The Bureau".

8. The parties agree the Fire Official will resolve any citizen or business inquiries or complaints regarding the services provided by the Bureau.

9. The parties agree to resolve employee related matters (e.g., performance

issues, work assignments, administrative matters, etc.,) in the following manner:

a. The Fire Official and employee(s) shall attempt to resolve the matter. If no agreement is reached, the Fire Official and employee(s) shall discuss matter with the administrators of both districts in an effort to resolve matter. In the event said matter is not resolved, "The Subcommittee" shall meet to resolve matter. Nothing herein is to be construed to limit any rights an employee may have by operation of law, the practices and policies of the employing fire district or by a collectively negotiated agreement or contract.

b. In supervising employees of Fire District No. 1 assigned to the Bureau, the Fire Official shall become familiar with and be guided by the personnel policies of Fire District No. 1 to the extent that they are compatible with the personnel policies of Fire District No. 2. In the event of a conflict between the two policies, the Fire Official shall consult with the Subcommittee for guidance, but there shall be presumption for the application of Fire District No. I's policies for its employees.

10. All records produced by "The Bureau" regarding Code Enforcement and Fire Prevention Services shall be retained at "The Bureau's" location. All records pertaining to Fire District No. 1 shall remain the property of Fire District No. 1. All records pertaining to Fire District No. 2 shall remain the property of Fire District No. 2. It is agreed and understood that the provisions of the Open Public Records Act, N.J.S.A. 47:IA-1 *et seq.* will apply to Bureau records.

Article 3: LEGAL FEES

1. Any necessary legal fees incurred relating to obtaining compliance and enforcing compliance with the Uniform Fire Code shall be the responsibility of the fire district in which the violation occurred. The Fire Official and "The Bureau" personnel shall testify and provide information and documentation in support of their investigations.

Article 4: PROPERTY (INCLUDING VEHICLES)

1. Fire District No. 1 shall supply a vehicle (2024 Ford Maverick) for their full time Fire

Prevention Specialist to perform inspections. Fire District No. 2 shall supply a vehicle for the Fire Official (2024 Ford FI50) and their full time Fire Prevention Specialist a (2014 Ford F150). A (2013 Ford Explorer (Dist. 1) and 2007 Chevrolet Tahoe (Dist. 2)) will be shared between both districts to perform inspections. The parties agree to name each other as additional insured on their respective motor vehicle liability policies.

2. All property (vehicles, furniture, computers, tablets, etc.,) contributed to this agreement shall remain the property of the respective Fire Districts.

Article 5: REPORTS

1. The Fire Official shall provide both Fire Districts with a monthly report as to inspections performed and any and all matters, he feels should be communicated to each Board of Fire Commissioners. The Fire Official will also appear before the Board of Fire Commissioners upon request to discuss matters relating to the performance of the Fire Inspection function within the Township.

Article 6: FEES

1. All monies collected relating to life hazard fees, license fees, permit fees, inspection fees, penalties and other fees shall remain with the respective districts. All monies will be collected by "The Bureau" and deposited into dedicated bank accounts designated by each district. Staff personnel of the "The Bureau" shall comply with all applicable statute, rules and regulations regarding the handling of public funds. A monthly report of receipts shall be provided to each Fire District.

Article 7: PAYMENTS AND COMPENSATION

1. Fire District No. 1 will pay Fire District No. 2 twenty five percent (25%) of the projected annual cost as set forth on the attached fee schedule, which shall be adjusted annually, for each of the first three calendar quarters no later than the last day of each calendar quarter. The fourth and final payment will be made based on actual annual expenses and shall be due by the end of the first calendar quarter of the following year.

2. The cost of operating "The Bureau" shall be shared in accordance with the attached agreed upon fee schedule which shall be adjusted annually and substituted as the fee schedule referred to in Article 7, Paragraph 1 above. The fee schedule may

be modified by the Subcommittee to address unanticipated costs, service request, changed circumstances and needs pursuant to provisions of Article 8.4 herein.

3. Any property purchased after the effective date of agreement shall be shared by both Fire Districts as indicated under the fee schedule.

4. The annual Bureau budget and annual fee schedule shall be prepared during the annual budget process and approved by the Subcommittee and both Fire Districts.

Article 8: DURATION OF CONTRACT, TERMINATION, CONFLICT RESOLUTION PROCESS, OPTION TO EXTEND AND INDEMNIFICATION

1. Duration: The term of the agreement shall be for a term of five (5) years after the commencement date which is anticipated to be on or about January 1, 2026 and terminating on or about December 31, 2030.

2. Each Fire District shall notify the other Fire District no later than one year prior to expiration date if they wish to continue the operation of the Bureau. If the parties wish to continue the operation of the Bureau, the Subcommittee shall report to the Fire Districts concerning the operation of the Bureau and provide recommendations for the continued operation of the Bureau. The members of the

Subcommittee may meet and consult privately with their respective boards regarding the continued operations of the Bureau. A successor agreement shall be reached no later than August 31, 2029 in order to allow the fire districts adequate time to make alternative arrangements in the event that agreement is not reached.

3. Breach and Termination: In the event that either party fails to perform a material obligation under or otherwise materially breaches this Agreement the other party shall give written notice of the failure to perform or breach with a demand that such breach be cured within 90 days of the date of the notice. If appropriate corrective action is not taken within the 90-day cure period, the agreement shall terminate within 90 days at the option of non-breaching party, which shall be in writing.

4. Dispute Resolution: Any disputes arising between the parties regarding the interpretation of the terms of this Agreement or the satisfactory performance of the services and other responsibilities provided in the Agreement shall be resolved by the Subcommittee, subject to approval and ratification by the boards of the fire districts. In the event that a dispute cannot be resolved by the Subcommittee the matter shall be submitted to mediation upon the written demand of either party. Each party shall provide the names of three potential mediators from whom the parties will choose a mediator.

5. Modification: If either Fire District wishes to open negotiations regarding the adjustment of cost sharing or any other matter under this agreement it must provide written notice to the other party. The matter shall be discussed and if approved by the Subcommittee and the respective Boards of Fire Commissioners, the modifications shall be in the form of written amendment to the Agreement.

6. Indemnification: Each Fire District shall indemnify and hold harmless each other party for and against any and all claims, debts, injuries, or damages which may result from violating any provision of this Agreement or any applicable law, rule or regulation.

7. Insurance: Each Fire District shall maintain in full force and effect during the term of this agreement, worker's compensation, general liability and auto liability insurance, covering all employees and property used in its performance of this agreement, herein. Fire District No. 1 shall add "225 N. Lenola Road, Moorestown, NJ 08057" as an additional location for their employees in their Workers

Compensation policy and each district shall name the other as an additional insured on the above policies.

8. Entire Agreement: This Agreement is the entire agreement between the parties and supersedes any and all prior agreement and understandings between the parties relating to the subject matter herein.

9. Severability: If any provision of this Agreement shall be declared invalid by judicial determination or by express act of any legislative body with authority to affect the Agreement, only such provision so declared invalid shall be affected and all other provision shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

ATTEST:

Board of Fire Commissioners,
Moorestown Fire District No. 1

By:_____ **By:**_____**Dated:**

By:_____**Dated:**

ATTEST:

Board of Fire Commissioners,
Moorestown Fire District No. 2

By:_____ **By:**_____**Dated:**

By:_____**Dated:**