

**SHARED SERVICES AGREEMENT FOR QUALIFIED PURCHASING AGENT,
PAYROLL/BENEFITS & PENSIONS, PROCUREMENT RELATED AND
BUSINESS ADMINISTRATION SERVICES**

THIS SHARED SERVICES AGREEMENT made this 15th day of December, 2021 ("Effective Date") by and between THE BOARD OF FIRE COMMISSIONERS, WALL TOWNSHIP FIRE DISTRICT NO. 1 ("District 1"), a body corporate located within the Township of Wall, County of Monmouth, State of New Jersey, with principal offices located at 1612 Route 71, Wall Township, New Jersey, 07719, and THE BOARD OF FIRE COMMISSIONERS, WALL TOWNSHIP FIRE DISTRICT NO. 3 ("District 3"), a body corporate located within the Township of Wall, County of Monmouth, State of New Jersey, with principal offices located at Route 35 & Church Street, Wall Township, New Jersey, 08736. District 1 and District 3 will be collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the "Uniformed Shared Services and Consolidation Act" N.J.S.A. 40A:65-1 through 40A:65-35 (the "Act"), authorizes local units of this state to enter into contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Parties have identified an area where working together through shared services will result in positive outcomes for both entities; and

WHEREAS, the Parties now wish to enter into a Shared Services Agreement ("Agreement") for Qualified Purchasing Agent ("QPA") related services, in addition to payroll/benefits/pension, procurement and business administration services; and

WHEREAS, District 1 has agreed to provide District 3 with the services of its QPA, payroll/benefits/pension, procurement and business administration staff team pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Services Provided

A. Qualified Purchasing Agent (QPA) Services. District 1 shall provide District 3 with the services of its QPA, who will also be appointed as District 3's QPA effective January 1, 2022, until this Agreement's expiration or termination. District 3 will submit requests for QPA consultation and review services through District 1's Fire District Administrator. District 3 agrees to continually staff its Treasurer position to ensure the QPA has appropriate and adequate support during the term of this Agreement.

- B. **Payroll/Benefits/Pensions Services.** District 1 will provide biweekly payroll services utilizing District 3's service provider and will provide monthly benefits/pensions reporting requirements to District 3's appointed professionals and other agencies as required. The Fire District Administrator of District 1 will provide the Human Resource function to District 3 staff on an as needed basis as directed by District 3. District 3 agrees to appoint a member of its staff to provide all necessary information pertaining to Payroll/Benefits/Pensions Services to ensure that District 1's staff has appropriate and adequate personnel support during the term of this agreement.
- C. **Procurement Related Services.** District 1 shall provide District 3 with Procurement related services as needed throughout this Agreement. This includes, but is not limited to: Requisition, Voucher, Purchase Order management; budget tracking; and other duties as assigned.
- D. **Business Administration Services.** District 1 will administer the financial and business activities of District 3. Duties include overseeing the business operations of District 3 on a daily basis including, but not limited to; procurement, payroll, risk management, finance, business records and human resources, as well as advancing innovative business process initiatives that ensure the proper operations of District 3. Other responsibilities include assisting in the preparation and monitoring of the annual budget and managing contracts and income sources. The Business Manager will work with District 3 personnel to develop both short-range and long-range plans accordingly.

2. **Fees – Total fee for all services \$33,650.00.**

- A. The fee for services provided shall be \$33,650.00 annually. The fee will be divided into four \$8,412.50 quarterly installments due the first business day of each fiscal quarter.
- B. All fees set forth in this section shall be reviewed at the end of each year and shall increase at the rate of 2% at the beginning of each new year of the Agreement.
- C. In addition to the annual fee for service, District 3 agrees to cover all costs associated with the District's Edmunds finance program utilized for the management of District 3's financial transactions.

3. **Term**

The term of this Agreement shall commence January 1, 2022, and shall continue until December 31, 2026 (the "Term") unless terminated sooner pursuant to the terms and conditions of Section 6 of this Agreement. Notwithstanding the foregoing, by resolutions of the governing bodies of both Parties, this Agreement may be extended for additional terms of three (3) years up to a total of nine (9) additional years. District 3 will appoint the District 1 Business Administrator to an appropriate term, in accordance with state statute.

4. **Indemnification**

District 3 agrees to hold District 1, its officers, employees and agents, harmless from any and all claims of whatever nature or type arising from the provision of the services by

District 1 to District 3 and its residents pursuant to this Agreement. District 1 shall likewise hold District 3, its officers, employees and agents, harmless from any and all claims of whatever nature or type arising from the provision of the services contained in this Agreement. Such indemnification shall include payment of reasonable attorneys' fees and costs in the defense of any claim made by a third person.

5. Termination

- A. This Agreement may be terminated at any time upon mutual agreement of the Parties. However, unless otherwise agreed to by the Parties, such termination shall not become effective for a maximum of six (6) months following the adoption of joint resolutions by both governing bodies authorizing the termination.
- B. Either party may terminate this Agreement at any time and for any reason upon giving the other party six (6) months' notice of its intent to terminate.
- C. In the event either party defaults in the performance of any of its obligations under this Agreement, after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement and shall be entitled to all other remedies available at law, in equity, or both. The non-defaulting party shall also be entitled to receive from the defaulting party all costs and expenses, including legal fees, as a result of such default.
- D. In the event of a termination pursuant to any subsection of this paragraph, the Parties shall take all steps necessary to ensure that the services are transitioned back to the respective party in a manner which does not jeopardize the health, welfare or safety of the residents of either party. In addition, all Parties shall be entitled to the return of all equipment and other personal property that was transferred or loaned pursuant to this Agreement.

6. Chain of Command; Annual Meeting

- A. The District 1 employees providing services under this Agreement shall be under the exclusive authority and control of District 1. Conversely, the District 3 employee(s), if any, providing services under this Agreement shall be under the exclusive control of District 3. Both Parties shall only provide direction, or instruction, to the other party's employees through the managerial designate of the respective party. Neither party shall discipline or reprimand any employee of the other party to this Agreement. All complaints, instructions, requests, including requests for information, or other lines of communication by either party shall be through the managerial designate by the respective Parties.
- B. The Parties agree to have their designated representatives meet at least annually to discuss the provision of services under this Agreement, the costs associated with same, and any other matters concerning this Agreement.

7. Confidentiality

The Parties recognize and acknowledge that, in the performance of the duties called for under this Agreement, certain confidential information of the other party will need to be

shared or transmitted which include employment, operations and financial records, as well as related data which is not otherwise publicly available ("Confidential Information"). Each party will treat as confidential all Confidential Information of the other party while implementing reasonable procedures to prohibit the disclosure, unauthorized duplication, use, misuse or removal of the other party's Confidential Information, and will not use or disclose such Confidential Information unless it becomes generally known through no fault of the disclosing party, or unless such party is required by law or court order to disclose such Confidential Information.

8. Choice of Law

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9. Entire Agreement

This Agreement represents the entire agreement between the Parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by writing, which is to be signed by all of the Parties hereto.

10. Severability

If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

11. Waiver

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

12. Modification

This Agreement may not be changed orally, and may be modified or amended only by a written agreement signed by both Parties. In consideration of unforeseen circumstances and in order to ensure proper and efficient delivery of services to the residents of District 3 and District 1, the delivery of services can be practically modified, as it pertains to day-to-day logistical operations, by mutual consent of the Parties or their managerial designees.

13. Expansion

Upon the mutual agreement of the Parties, this Agreement may be expanded in the future in order to cover additional services not presently covered in the Agreement. Such

expansion will require the Parties to re-examine the terms and conditions of this Agreement at that time, and to adopt a new Agreement or an additional addendum to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its proper officers and its corporate seals to be hereto affixed as of the day and year first above written.

WITNESS/ATTEST:



NORMAN R. STELLING
CLERK

BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 1
TOWNSHIP OF WALL



By: WILLIAM R. DAVENPORT, SR.
PRESIDENT

WITNESS/ATTEST:



RALPH G. TANCREDI, SR.
CLERK

BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 3
TOWNSHIP OF WALL



By: ERIC B. OLSEN
PRESIDENT