

RESOLUTION 2024:69

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN
THE BOROUGH OF HADDON HEIGHTS AND THE BOROUGH OF BARRINGTON FOR THE
PROVISION OF FIRE FIGHTING SERVICES AND IN ACCORDANCE
WITH N.J.S.A. 40A:65-1 ET SEQ.**

WHEREAS, the Borough of Haddon Heights (“Haddon Heights”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Borough of Barrington (“Barrington”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, Haddon Heights has established, pursuant to Section §38 of the Code of the Borough of Haddon Heights, a Fire Department for the purpose of the preservation and protection of life and property from fire or other emergencies that may occur in the Borough of Haddon Heights and the vicinity thereof which shall consist of a combination department of volunteers and career personnel; and

WHEREAS, Barrington has established, pursuant to Section §16 of the Code of the Borough of Barrington, a Fire Department for the purpose of the preservation and protection of life and property from fire or other emergencies that may occur in the Borough of Haddon Heights and the vicinity thereof which shall consist of a combination department of volunteers and career personnel; and

WHEREAS, Haddon Heights and Barrington have the expertise and capability to provide comprehensive fire protection services to each other and to neighboring towns; and

WHEREAS, the proper and respective municipal officials were authorized to execute this Shared Services Agreement pursuant to Resolutions of their respective Governing Bodies, attached hereto and made a part of this Agreement; and

WHEREAS, N.J.S.A. 40A:65-1, et seq., (“Uniform Shared Services and Consolidation Act”) permits two or more local units to enter into a contract for any service which any party to the agreement is empowered to render within its jurisdiction; and

WHEREAS, Haddon Heights and Barrington agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act; and

NOW, THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Haddon Heights, in the County of Camden and State of New Jersey as follows:

1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Mayor and/or Council are authorized to take any and all actions necessary to execute a Shared Services Agreement effective January 1, 2024 by and between the Borough of Barrington and the Borough of Haddon Heights and perform all other functions to effectuate the purposes thereof.
3. The Agreement shall be attached to this Resolution upon execution and kept on file in the Office of the Borough Clerk of the Borough of Haddon Heights.
4. The subject Shared Services Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to rules and regulations promulgated by the Director.
5. This Resolution shall take effect immediately.

Date: February 20, 2024



Mayor Zachary Houck

ATTEST:



Kelly Santosusso, RMC, Borough Clerk

CERTIFICATION:

I, Kelly Santosusso, Clerk of the Borough of Haddon Heights, do hereby certify the foregoing Resolution to be a true and correct copy of a Resolution duly adopted during a regularly scheduled Council Business Meeting held February 20, 2024.

Kelly Santosusso, RMC, Borough Clerk

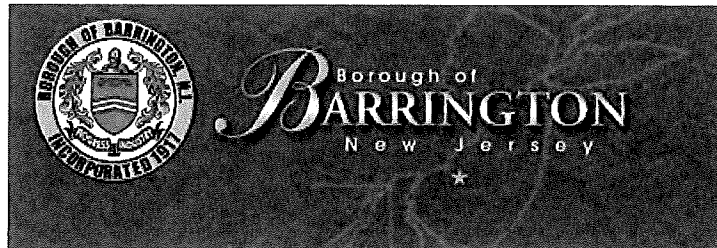
SHARED SERVICES AGREEMENT

BOROUGH OF HADDON HEIGHTS



and

BOROUGH OF BARRINGTON



FOR THE PROVISION OF FIRE FIGHTING SERVICES

A SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF HADDON HEIGHTS AND THE BOROUGH OF BARRINGTON FOR THE PROVISION OF FIRE FIGHTING SERVICES

THIS DOCUMENT constitutes a Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., entered into by and between the Borough of Haddon Heights, a body politic and corporate of the State of New Jersey with offices located at 625 Station Avenue, Haddon Heights, NJ 08035, and the Borough of Barrington, a body politic and corporate of the State of New Jersey with offices located at 229 Trenton Avenue, Barrington, NJ 08007 for the provision of Fire Fighting Services. The effective date of this Agreement is the 1st day of January, 2024.

WITNESSETH:

WHEREAS, the Borough of Haddon Heights (“Haddon Heights”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Borough of Barrington (“Barrington”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, Haddon Heights has established, pursuant to Section §38 of the Code of the Borough of Haddon Heights, a Fire Department for the purpose of the preservation and protection of life and property from fire or other emergencies that may occur in the Borough of Haddon Heights and the vicinity thereof which shall consist of a combination department of volunteers and career personnel; and

WHEREAS, Barrington has established, pursuant to Section §16 of the Code of the Borough of Barrington, a Fire Department for the purpose of the preservation and protection of life and property from fire or other emergencies that may occur in the Borough of Haddon Heights and the vicinity thereof which shall consist of a combination department of volunteers and career personnel; and

WHEREAS, Haddon Heights and Barrington have the expertise and capability to provide comprehensive fire protection services to each other and to neighboring towns; and

WHEREAS, the parties hereto are permitted in accordance with N.J.S.A. 40A:65-1 et seq., the

Uniform Shared Services and Consolidation Act (“Act”), to enter into a Shared Services Agreement (“SSA and/or “Agreement”) to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of general government administration, such as shared services and the like; and

WHEREAS, a fiscal and operational feasibility study has identified opportunities to further improve the efficiency of Fire Department operations for the Municipalities, while reducing the costs of delivering services for the respective local governments to its citizenry; and

WHEREAS, the Municipalities have determined it to be in their mutual best interests to provide for a shared Fire Department to provide services to their respective Municipalities, with Haddon Heights serving as the Lead Agency; and

WHEREAS, this Agreement is established in accordance with the provisions of the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, et seq.), approved on April 3, 2007 as a means for municipalities to engage in more efficient operations and services in a cost-effective manner; and

WHEREAS, neither Municipality currently are Local Units that have adopted Title 11A, Civil Service, which obviates the need for an employment reconciliation plan in accordance within the provisions of the Shared Services Act; and

WHEREAS, the proper and respective municipal officials were authorized to execute this Shared Services Agreement pursuant to Resolutions of their respective Governing Bodies, attached hereto and made a part of this Agreement; and

WHEREAS, N.J.S.A. 40A:65-1, et seq., (“Uniform Shared Services and Consolidation Act”) permits two or more local units to enter into a contract for any service which any party to the agreement is empowered to render within its jurisdiction; and

WHEREAS, Haddon Heights and Barrington agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act; and

WHEREAS, by Resolution No. _____, adopted by the Haddon Heights Borough's Mayor and Council, and by Resolution No. _____, adopted by the Barrington Borough's Mayor and Council, the Parties are authorized to enter into this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises herein contained, it is agreed by and between the parties as follows:

1. TERM AND EXTENSIONS

This Agreement shall be for a period of four (4) years, commencing January 1, 2024 through December 31, 2027 and shall be terminated at the end of the calendar year upon ninety (90) days written notice by any party to this Agreement. It is the intention of both Parties to develop a cordial, comprehensive long-term Agreement, that benefits both municipalities. Accordingly, while the term of this Agreement is only for one year, the Parties agree to meet quarterly, through their respective Public Safety Committees and the Fire Chief, or other designees, less than a full quorum of the governing bodies, unless properly advertised therefore, to discuss the status of this Agreement, as well as an extension of this initial Agreement under appropriate terms and conditions satisfactory to both Parties.

2. SHARED SERVICE OPERATIONS PLAN

Incorporated herein by reference as if fully set forth herein and attached hereto is a Shared Service Standard Operating Guidelines which shall guide the implementation of this SSA during the duration of the Agreement unless otherwise amended in writing by all parties hereto. The purpose of the Standard Operating Guidelines ("SOG") shall be to provide a framework for an operational shared service between the Haddon Heights Fire Department ("HHFD") and Barrington Fire Company ("BFC"). This SOG will provide basic operational standards that will be implemented and carried out by the HHFD and BFC firefighting staff. Additionally, this SOG will provide specific details and strategies that will provide for a more efficient fire department response for all relevant communities.

3. FIRE FIGHTER SERVICES

During the term of this Agreement, one (1) Fire Chief will be appointed to oversee both the HHFD and the BFC. The HHFD will provide two (2) career fire fighters and the BFC will provide one (1) career fire fighter and (1) per diem fire fighter, at a minimum. Both the HHPD and BFC will supply volunteer fire fighters as needed, and every effort will be made immediately following the implementation of this Agreement to combine volunteer staff from both departments. Career, per-diem and volunteer services, operations and duties shall be conducted in a manner consistent with the SOG attached hereto. Notwithstanding the foregoing, the work hours and shifts established for the career staff and any assigned per diem personnel will be at the express and sole direction of the Fire Chief, who may modify work hours and shifts as necessary for the safe, efficient and economical operations.

4. FINANCIAL TERMS

A. Volunteer Personnel and Services: Currently, each Party hereto pays to support its own volunteers for a multitude of items and emoluments including but not limited to: training, equipment, supplies, general operational items and the like. Any and all stipends, if necessary, as well as the cost of any items supporting the volunteer operations (but not supplies, equipment or other capital improvements or expenditures, the cost-sharing for which is to be paid in accordance with Section 4(B)(3) hereof) from each Party, shall be subject to the review and prior approval of the Fire Chief. All such expenditures and overall expenses shall be paid for by Haddon Heights, and thereafter reimbursed by Barrington at fifty (50%) percent of the total cost. It is expected that the calculations of all expenditures by Haddon Heights to support all volunteers shall be billed on a quarterly basis to Barrington and thereafter reimbursement by Barrington shall occur not later than forty-five (45) days after receipt of said calculation being submitted to the CFO of Barrington, with a copy provided to the Barrington Municipal Clerk.

B. Career Fire Fighter Personnel and Services:

1) Staffing: As set forth above, all staffing and hours of operation shall be established and approved by the Fire Chief. Currently, Haddon Heights employs two (2) paid Fire Fighters and Barrington employs one (1) paid Fire Fighter. Upon implementation of this Agreement, Haddon Heights shall promote one of its career Fire Fighters to the supervisory position of Lieutenant. In addition, the Fire Chief shall endeavor to utilize best efforts to supply one (1) per diem volunteer from among the volunteers of Haddon Heights and Barrington to the daily duty crew. Accordingly, each shift shall be served by four (4) Fire Fighters from among the available personnel, in the best interest, health and safety of each municipality.

2) Salaries, Wages and Benefits: All salaries, wages and benefits, of current career Fire Fighters shall be borne separately by each municipality. All other expenditures, approved by the Fire Chief, shall be paid by Haddon Heights with the exception of capital expenditures, which shall be payable in accordance with Section 4(B)(3) below. Every quarter, commencing April 1st, and thereafter on July 1st, September 1st and January 1st, each party shall calculate all expenditures made for the preceding quarter and share all such information and calculations with the other. The total amount expended in salary, wages and benefits by Barrington shall be deducted from the total amount expended in salaries, wages, benefits, or other non-capital cost incurred by Haddon Heights. Thereafter, the parties shall split the remaining balance on a 50/50 basis. Upon agreement of said sums between the CFOs of each respective municipality, Barrington shall reimburse Haddon Heights its portion of the financial obligation, as set forth herein. In the event of a disagreement, the duly appointed Fire Chief shall meet and discuss any discrepancies with the CFOs and shall render a binding and final determination based upon the recommendations of said CFOs.

3) Capital Expenditures: It is the intent of the Parties to allocate and pay the costs of any and all capital expenditures (constituting the costs of equipment, supplies, improvements, apparatus or other capital expenditures – referred to herein as a "capital item" or "capital items") as set forth in this Section 4(B)(3).

(i) Within the first quarter of the beginning of each fiscal year, the Fire Chief will submit the department's capital request to the Directors of the Fire Safety Committee for Haddon Heights and

Barrington. The Committees (or such other authorized representative) of each of Haddon Heights and Barrington shall mutually determine and agree (in writing) as follows:

- (a) which capital item(s) will be purchased in such year;
- (b) the purchase price of such capital item(s);
- (c) which capital items will be purchased by Haddon Heights and/or Barrington; and
- (d) the specific allocation of cost sharing for such purchases, which shall, to the extent feasible, allocated equally between Haddon Heights and Barrington on a 50/50 basis for the aggregate purchase price of the capital item(s) purchased in that year.

(for purposes of illustration. if the parties have determined to purchase capital item(s) that, on its own, or when aggregated with other capital items purchased, equals \$50,000, Haddon Heights and Barrington shall first agree, in writing, to the purchase of such capital item(s), the costs of such capital item(s), which party shall actually purchase such capital item(s), and the allocation of costs of such capital item in the amount of \$25,000 for each party). The Committees shall then submit their agreed-upon capital request to their respective governing bodies for approval. Following such approval, the capital request shall be submitted to the CFO of each respective municipality for budget inclusion.

(ii) Any capital item(s) that is purchased by either Haddon Heights or Barrington shall become the property of the purchasing Party, with the other Party having rights to utilize such capital items in accordance with this Agreement.

(iii) If and to the extent that the costs of any single capital item intended to be purchased in any fiscal year is considered financially material by one or both of the Parties (or cannot, by virtue of its character or use, be apportioned between the Parties), then the Parties will first mutually agree, in writing, as to (a) which Party will be the purchaser of such capital item, and (b) the specific cost sharing that will

occur for such capital items

(iv) Any capital item(s) that is purchased using funds of both Parties shall be owned by the purchasing Party (i.e., the Party that enters into a contract with a vendor to purchase such capital item); provided, however, that the non-purchasing Party shall be provided a legal interest to use and/or operate such capital item(s) by means of lease, use agreement or other similar agreement, evidencing a legal interest in such capital item. The amount of cost-sharing for such capital item (i.e., the dollar amount of the applicable shared amount by the non-purchasing Party) shall constitute the consideration to be paid by the non-purchasing Party for such capital item and shall be payable as an operating expense on an annual basis (and not budgeted as a capital cost) until termination of this Agreement (and, upon termination of this Agreement, all such remaining costs shall be borne by the purchasing Party) upon an amortization schedule agreed to, in writing, by the Parties (which may mirror debt service on any borrowed funds utilized to finance the purchase of such capital item). Upon the expiration of such lease, use agreement or other similar agreement, the purchasing Party shall retain ownership of such capital item unless otherwise agreed to by the Parties. The costs of maintenance and servicing of any capital item shall be borne equally by each Party during the duration of this Agreement.

(v) Any funds generated from selling capital items purchased upon the effective date of this SSA, said be placed into a reserve account of capital funds for the mutual benefit of the both Parties; provided, however, that where any borrowed funds of either Party were used to purchase a capital item that is sold, sale proceeds shall be allocated to repay all or a portion of such borrowed funds (if then outstanding) in accordance with the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Any funds from generated by selling capital items purchased prior to the effective date of the SSA, would then be returned to the purchasing municipality and not considered joint funds for the department.

5. AUDIT

Pursuant to the Single Audit Act of 1984, Haddon Heights and/or Barrington shall permit one another, or

their agents, to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

6. INDEMNIFICATION

Each party to this Agreement shall indemnify, hold harmless and defend each other party to this Agreement and said party's elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this Agreement.

7. NOTICES

All notices hereunder shall be in writing and sent certified mail, return receipt requested as follows:

For the Borough of Haddon Heights:

Borough Clerk, Borough of Haddon Heights
625 Station Avenue
Haddon Heights, NJ 08035

For the Borough of Barrington:

Borough Clerk, Borough of Barrington
229 Trenton Avenue
Barrington, NJ 08007

8. MISCELLANEOUS

The following provisions shall apply to this Agreement:

A. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

B. Amendments

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

C. Headings

This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this contract.

D. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

E. Entire Agreement

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral Agreements relating to this undertaking set forth herein.

F. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without Haddon Heights' prior written permission.

G. Funding

In accordance with the provisions of N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

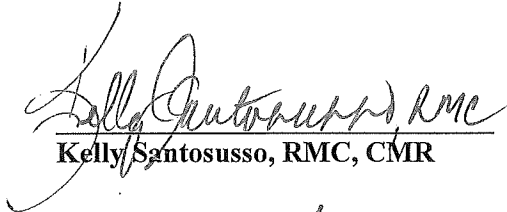
H. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

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IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this Agreement.

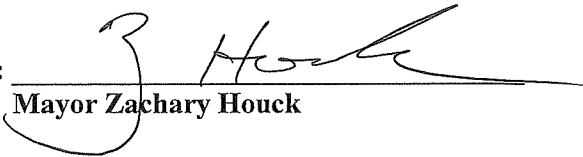
ATTEST:



Kelly Santosusso, RMC, CMR

Date: 2-20-24

Borough of Haddon Heights

By: 

Mayor Zachary Houck

ATTEST:

Terry Shannon, RMC, QPA, CMR

Borough of Barrington

By: _____
Mayor Kyle Hanson

Date: _____