

## *Fire District No. 3*

TOWNSHIP OF HANOVER, COUNTY OF MORRIS

**DECEMBER 1, 2022**

### **A RESOLUTION AUTHORIZING THE SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF BOONTON AND HANOVER TOWNSHIP FIRE DISTRICT NO. 3 PROVIDING FOR A QUALIFIED PURCHASING AGENT**

#### **RESOLUTION 22-12-01-86**

**WHEREAS**, Fire District No. 3 in the Township of Boonton, County of Morris, is a recognized governmental agency, formed consistent with, and governed by **N.J.S.A. 40A:14-70** et. Seq, and

**WHEREAS**, the Board of Fire Commissioners of Fire District No.3 , Township of Hanover, County of New Jersey are charged with the development and implementation of a budget in each fiscal year, and do so under the authority of **N.J.S.A. 40A:17-78.1** et. Seq.,

**WHEREAS**, procurement undertaken by the Board of Fire Commissioners requires that purchases be made consistent with their own internal policies, within the confines of the guidelines established under the public contracts laws established within **N.J.S.A. 40A:11-3(a) and (c)**, and

**WHEREAS**, the current bidding threshold for the Fire District is \$17,500.00, and

**WHEREAS**, growth within the operational budget of the Fire District, and the requirement of the District to insure meeting the needs of the community that it serves is anticipated to exceed the \$17,500.00 threshold, and

**WHEREAS**, the use of a Qualified Purchasing Agent (QPA) would allow said threshold to be increased to \$40,000.00, and

**WHEREAS**, the Board of Fire Commissioners has deemed that the implementation of a QPA would be beneficial to the uninterrupted operations of the District, and would eliminate the costs of bidding processes for purchases outside of the current bid threshold, and

**WHEREAS**, the Township of Boonton employ personnel holding their QPA certification consistent with the provisions of **N.J.S.A. 5:32-4**, and

**WHEREAS**, the Board of Fire Commissioners is desirous of entering into a Shared Services Agreement with the Township of Boonton specifically for the services of their Qualified Purchasing Agents, and

**WHEREAS**, **N.J.S.A. 40A:65-4** allows for shared services with any other local unit, and

**NOW THEREFORE BE IT RESOLVED** by the Board of Fire Commissioners of Fire District 3, Township of Hanover, County of Morris that;

- 1) The Chairperson shall be so authorized to sign any agreement between the Fire District and the Township of Boonton for the services of a Qualified Purchasing Agent, and

- 2) The Board shall, authorize any such funds as may be required for said services, and
- 3) The Board shall, if need be, amend its current Procurement Policies to align with the procurement policies of the Township of Boonton, and
- 4) This agreement shall be valid for such a term as outlined in said agreement, or until such a time as either party makes adequate notification to the other as to the cessation of the agreement.

It is hereby certified that this Resolutions was approved by the Board of Fire Commissioners this 1<sup>st</sup> day of **December, 2022.**

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**Steven J. Cornine, Secretary**

# *Fire District No. 3*

TOWNSHIP OF HANOVER, COUNTY OF MORRIS

## Certification

I, **Steven J. Cornine**, Secretary of the Board of Fire Commissioners of Fire District No. 3, Township of Hanover, County of Morris, State of New Jersey, hereby certify that the Commissioners at a meeting held on the 1<sup>st</sup> day of **December, 2022** duly adopted the attached resolution;

### **22-12-01-86 RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF BOONTON FOR A QUALIFIED PURCHASING AGENT**

This resolution was introduced by Commissioner:

Cornine  Dugan, Jr.  O'Hare  Waldron  DeSimone

and was seconded by Commissioner

Cornine  Dugan, Jr.  O'Hare  Waldron  DeSimone

## Record of the Vote

	<b>Cornine</b>	<b>Dugan, Jr.</b>	<b>O'Hare</b>	<b>Waldron</b>	<b>DeSimone</b>
<b>Yes</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>No</b>					
<b>Abstain</b>					
<b>Absent</b>					

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**Steven J. Cornine, Secretary**

**INTERLOCAL SERVICES AGREEMENT FOR SERVICES OF A QUALIFIED  
PURCHASING AGENT BETWEEN THE TOWNSHIP OF BOONTON AND  
HANOVER TOWNSHIP FIRE DISTRICT NO. 3**

THIS AGREEMENT made this 1<sup>st</sup> day of **December, 2022** by and between:

**HANOVER TOWNSHIP FIRE DISTRICT NO. 3**, a Fire District lawfully established in the State of New Jersey, having its office at 82 Ridgedale Avenue, Cedar Knolls, New Jersey 07927

(hereinafter “the Fire District”)

and:

**THE TOWNSHIP OF BOONTON**, a municipality of the State of New Jersey, having its office at 155 Powerville Road, Boonton Township, New Jersey 07005; and

(hereinafter “Boonton Twp”)

**WITNESSETH:**

**WHEREAS**, the Fire District desires to contract with Boonton Twp for the furnishings of the services of Qualified Purchasing Agent (QPA) as hereafter set forth.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and representations herein contained, the parties hereto, for themselves, their heirs, successors and assigns, hereby agree as follows:

**I. SCOPE OF SERVICES**

1. Boonton Twp shall provide the services of a state certified, Qualified Purchasing Agent (hereinafter “QPA”) to the Fire District, under the terms and conditions as hereinafter set forth.

2. The Fire District will designate the QPA of Boonton Twp, Norman Eckstein, as the QPA of the Fire District. The QPA shall be responsible for the proper administration of purchasing for the Fire District and shall advise and assist the Fire District regarding compliance with statutes governing municipal purchasing and shall perform the duties of a QPA as required by statute. Boonton Twp represents that Normal Eckstein and any other person who will serve as the QPA

under this Agreement has all the qualifications and certifications required by law to serve as QPA, and shall maintain all such qualifications and certifications during the term of this Agreement.

3. The QPA shall remain the sole employee of Boonton Twp and Boonton Twp shall be responsible for the administration and payment of their salary and benefits and for the supervision of the QPA. The parties agree that Boonton Twp will resolve any citizen inquiries or complaints regarding the services provided to Boonton Twp and the Fire District will resolve any citizen inquiries or complaints regarding the services provided to the Fire District.

4. the Fire District will provide sufficient space and office supplies as necessary, for use by the QPA at the Fire District station. All records produced by the QPA regarding the purchasing operations of the Fire District shall be retained solely in the Fire District station.

## **II. TERMS OF AGREEMENT**

5. Boonton Twp shall provide the services of the QPA to the Fire District during the term of this Agreement which shall commence on January 1, 2023 and terminate on December 31, 2023. Either party may terminate this Agreement prior to the expiration of the term upon ninety (90) days advance written notice to the other party, but advance written notice is not required to terminate the Agreement if the QPA retires, becomes disabled or otherwise is rendered incapable of performing the duties required pursuant to this Agreement.

## **III. PAYMENT FOR SERVICES**

6. the Fire District shall pay the Provide the sum of \$3,000 for calendar year 2023, and Boonton Twp will submit said quarterly bills to the Fire District not later than the 15<sup>th</sup> (fifteenth) day of the month following the quarterly billing period. Payment in full of the quarterly bill is due thirty (30) days thereafter.

#### **IV. AMENDMENT**

7. Any amendments to this Agreement must be in writing, must specify the effective date of the amendment and must be executed by the chief administrative official of both municipalities or his/her designated representative.

#### **V. INDEMNIFICATION AND DEFENSE OF PERSONNEL**

8. If the QPA is named as a party in any lawsuit, claim, demand or other proceeding filed as a result of services provided to the Fire District under this Agreement, the Fire District will provide the defense for the QPA in the lawsuit, claim, demand or other proceeding. In such case, the Fire District agrees to indemnify and hold harmless the QPA against and from any and all liability, suits and costs of every name and description from all damages awarded against the QPA unless same liability, loss or damage is caused by or arises out of conduct of the QPA constituting a crime, actual fraud, actual malice or willful misconduct.

9. If Boonton Twp is named as a party to any lawsuit, claim, demand or other proceeding filed as a result of services provided by the QPA to the Fire District under this Agreement, the Fire District shall be responsible to pay all attorneys' fees and costs incurred by Boonton Twp in defending the lawsuit, claim, demand or other proceeding. Except as limited in Paragraph 8 above, in such case the Fire District agrees to indemnify and hold harmless Boonton Twp and its offices, agents and servants, against and from any and all liability, suits, and costs of every name and description and from all damages awarded against Boonton Twp, or its officers, agents or employees, unless same liability, loss of damage is caused by or arises out of the sole negligence or willful misconduct of Boonton Twp, or its officers, agents or employees.

**IN WITNESS WHEREOF**, the parties hereby have caused these presents to be signed by their corporate officers and their proper corporate seals to affixed hereto the day and year as indicated in the acknowledgment attached hereto and made a part hereof.

ATTEST:

**HANOVER TOWNSHIP FIRE DIST. 3**

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Steven J. Cornine, Secretary  
Dated: December 1, 2022

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MaryLou DeSimone, Chairperson  
Dated: December 1, 2022

ATTEST:

**TOWNSHIP OF BOONTON**

\_\_\_\_\_  
, Clerk

\_\_\_\_\_  
, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_