

Resolution No. 2015-12-2

RESOLUTION AUTHORIZING THE THIRD EXTENSION OF THE INTER-LOCAL AGREEMENT FOR FIRE SERVICES (2016 THOROUGH 2020) WITH EDGEWATER PARK FIRE DISTRICT NO. 1

WHEREAS, the Board of Fire Commissioners of Fire District No. 1, City of Beverly, County of Burlington, State of New Jersey and the Board of Fire Commissioners of Fire District No. 1, Township of Edgewater Park, County of Burlington, State of New Jersey, have previously entered into Inter-Local Agreements for fire services pursuant to the statute provided; and

WHEREAS, the most recent Agreement which was to expire on December 30, 2009 was extended through December 31, 2013 and extended again through December 31, 2015; and

WHEREAS, the Board of Fire Commissioners, Fire District No. 1, City of Beverly finds and determines that it is in the best interest of the District, and the residents and business owners therein to continue providing fire services to Edgewater Park Township; and

WHEREAS, the parties have discussed and agreed to further extend the Inter-Local Agreement, as Extended for an additional term under mutually accepted conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Fire Commissioners of Fire District No. 1, City of Beverly, County of Burlington, State of New Jersey authorizes the renewal and extension of the present Inter-Local Service Agreement, as Extended with the Board of Fire Commissioners, Fire District No. 1, Township of Edgewater Park, for a term of five (5) years commencing January 1, 2016 through December 31, 2020; and

BE IT FURTHER RESOLVED, that the consideration to be paid to the Beverly Fire District No. 1 by Edgewater Park Fire District No. 1 for the provision of Fire Services is as follows:

2016	.5% increase	\$279,917.00
2017	.5% increase	\$281,317.00
2018	1% increase	\$284,130.00
2019	1% increase	\$286,972.00
2020	1% increase	\$289,842.00; and

BE IT FURTHER RESOLVED, that all terms and conditions of the original Agreement and First and Second Extensions thereof shall continue and remain in full force and effect; and

BE IT FURTHER RESOLVED, that the Chairman execute any and all documents necessary to effectuate the intent of this Resolution and the Clerk attest thereto; and

BE IT FURTHER RESOLVED, that the within Resolution shall be effective immediately upon passage; and

BE IT FURTHER RESOLVED, that any resolution or part of a resolution inconsistent herewith is hereby repealed or otherwise revoked; and

BE IT FURTHER RESOLVED, that if any section, paragraph, sentence, clause or phrase in this Resolution is for any reason held or determined to be unconstitutional or invalid, same shall not affect the remainder of this Resolution; and

BE IT FURTHER RESOLVED, that notwithstanding anything set forth herein to the contrary, the Board shall be permitted to amend, modify, repeal or otherwise act as to those topics which are the subject of this Resolution provided said acts are consistent with public policy, Board bylaws, township ordinances, local, state and federal laws and rules and regulations promulgated thereunder; and

BE IT FURTHER RESOLVED, that an original signed, conformed and compared copy of this Resolution be accessible and maintained as an official Board record pursuant to and in accordance with the "Open Public Records Act"; N.J.S.A. 47:1A-1, *et seq.* and the "Destruction of Public Records Law (1953)"; N.J.S.A. 47:3-8.1, *et seq.* as set forth by the State of New Jersey Municipal Agency Record Retention Schedule promulgated by the Division of Archives and Record Management.

CERTIFICATION

I, **CHARLENE ROGERS**, Clerk of the Board of Fire Commissioners of Fire District No. 1, City of Beverly, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true and compared copy of an original Resolution now on file and of record in the District office which was duly adopted at a public meeting held on the 21st day of December, 2015.

I do further certify that the said Board of Fire Commissioners of Fire District No. 1, City of Beverly, County of Burlington, State of New Jersey, is composed of - 5 - members, and that - - members were present and - - members voted affirmatively for the adoption of the Resolution and - - members voted against the adoption of the Resolution.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No. 1, City of Beverly, County of Burlington, State of New Jersey, on this 21st day of December, 2015.

CHARLENE ROGERS, CLERK
Board of Fire Commissioners
Fire District No. 1
City of Beverly

THIRD EXTENSION OF INTER-LOCAL AGREEMENT FOR FIRE SERVICES (JANUARY 1, 2016 THROUGH DECEMBER 31, 2020) BETWEEN THE BOARD OF FIRE COMMISSIONERS, FIRE DISTRICT NO. 1, CITY BEVERLY AND THE BOARD OF FIRE COMMISSIONERS, FIRE DISTRICT NO. 1, TOWNSHIP OF EDGEWATER PARK.

THIS AGREEMENT, entered into this 21st day of December 2015 between the Board of Fire Commissioners, Fire District No. 1, City of Beverly, County of Burlington, State of New Jersey, hereinafter referred to as "Beverly" with its principal office located at 446 Broad Street, Beverly, New Jersey and the Board of Fire Commissioners, Fire District, No. 1, Township of Edgewater Park, County of Burlington, State of New Jersey, hereinafter referred to as "Edgewater Park", with its principal office located at 400 Delanco Road, Edgewater Park, New Jersey. Collectively "Beverly" and "Edgewater Park" shall be known as the "Parties".

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A: 65-1 et seq., hereinafter referred to as the "Act" authorizes local units as defined in said "Act" to enter into joint agreements for the provision of governmental services which the parties thereto are empowered to provide or receive within their respective jurisdiction; and

WHEREAS, it is the intent and purpose of the "Act" to encourage economy and regionalization of services as well as Shared Services Agreements to eliminate unnecessary duplication of efforts and costs; and

WHEREAS, both "Beverly" and "Edgewater Park" are local units under the "Act" and are both empowered to provide fire services within their respective jurisdictions; and

WHEREAS, "Beverly" has qualified firefighting and other personnel under its control and supervision capable of providing fire services; and

WHEREAS, "Edgewater Park" desires to enter into an extension of an Inter-Local Agreement, as Extended, for the provision of fire services by "Beverly"; and

WHEREAS, the parties hereto have entered into three(3) Inter-Local Agreements each for a duration of seven (7) years with the most recent Agreement extended twice (2010-2012 and 2013-2015); and

WHEREAS, the Parties separately have agreed to continue the shared service for fire services; and

WHEREAS, both "Beverly" and "Edgewater Park" having found that the continuation of the shared services as set forth herein is in the best interest of their respective Districts.

NOW, THEREFORE, in consideration of the mutual covenants and commissions hereinafter set forth pursuant to the authority provided by law, "Beverly" and "Edgewater Park" mutually agree as follows:

FIRST: "Beverly" shall continue to provide fire services to "Edgewater Park" for a term of five (5) years commencing January 1, 2016 through December 31, 2020.

SECOND: "Edgewater Park" shall pay the following consideration to "Beverly" for this service:

2016	.5% increase	\$279,917.00
2017	.5% increase	\$281,317.00

2018	1% increase	\$284,130.00
2019	1% increase	\$286,972.00
2020	1% increase	\$289,842.00

THIRD: Beverly Fire Co #1 and Hope Hose Fire Co #2 shall each submit financial statements for the preceding year compiled by an independent accountant or certified public accountant in accordance with Generally Accepted Accounting Principals (GAAP) to the Board of Fire Commissioners, Fire District No. 1, Township of Edgewater Park on an annual basis, during the term hereof, on or before June 1st.

THIRD: This Shared Service Agreement shall be known as the Third Extension to the Inter-Local Agreement for Fire Services (2016-2020).

FOURTH: All terms and conditions, not modified or changed herein, contained in the Inter-Local Agreement for Fire Service and First and Second Extensions shall continue and remain in full force and effect.

FIFTH: This Agreement shall take effect upon the adoption of appropriate resolutions by both parties hereto, and execution of this Agreement by authorized officers of the respective party.

This Agreement and referenced documents contain the entire understanding of the Parties and that no modifications or alternations hereto shall be effective unless in writing and signed with the same formality as this Agreement and pursuant to the appropriate resolution of the governmental entities.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by its proper Officers as of the day and year first above written.

WITNESS/ATTEST:

BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 1
CITY OF BEVERLY

Charlene Rogers
CHARLENE ROGERS, CLERK

Kevin Mickle
BY: KEVIN MICKLE, CHAIRMAN

WITNESS/ATTEST:

BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 1
TOWNSHIP OF EDGEWATER PARK

Cal Stevenson
CAL STEVENSON, CLERK

John Loftus
BY: JOHN LOFTUS, CHAIRMAN