Fire District No. 3

TOWNSHIP OF HANOVER, COUNTY OF MORRIS

APRIL 18, 2019

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE CEDAR KNOLLS FIRE DEPARTMENT, INC.

RESOLUTION 19-04-18-41

WHEREAS, there exists a need by the Cedar Knolls Fire Department, Incorporated, a recognized governmental organization for certain bookkeeping services, and

WHEREAS, the Fire District employs a bookkeeper performing the duties as adopted in the job description, Bookkeeper, and

WHEREAS, the Cedar Knolls Fire Department, Inc. and the Fire District are desirous of entering into a Shared Services Agreement, consistent with the provisions and guidance of N.J.S.A. 40A65 et. Seq., allowing for the efficiency and effectiveness of the financial operations of the parties involved.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF FIRE DISTRICT No. 3, TOWNSHIP OF HANOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY as follows:

- 1. The Chairman of the Board of Fire Commissioners is authorized to sign and execute the attached Memorandum of Agreement, and
- 2. The term of said agreement shall be as stated therein.

It is hereby certified that this resolution is adopted by the Board of Fire Commissioners on this the **18th** day of **April**, **2019**.

Craig W. Vagell, Jr., Secretary

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made _____, 2019 by and between:

The Commissioners of Fire Districts No. 3, in the Township of Hanover, County of Morris, State of New Jersey (hereinafter referred to as the "District"), and the Cedar Knolls Fire department, Incorporated (hereinafter referred to as the Department)

WHEREAS, the Department is in need of certain bookkeeping services; and

WHEREAS, the District currently employs a bookkeeper, who is qualified and capable of performing said job tasks as outlined in the job description "Bookkeeper" so adopted by the District

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority provided by law, the District and the Department mutually agree as follows:

- 1. The District will avail the services of the bookkeeper to the Department on an as needed basis, and
- 2. The bookkeeper shall carry out, on behalf of the Department, the duties as enumerated in his/her job description, and
- The bookkeeper shall act under the direction of the Treasurer of the Department in matters involving the financial operations of the Department,
- The bookkeeper shall keep accurate records as to the time spent on Department matters, and shall report same on a weekly basis through payroll submissions, and
- 5. The Department shall, on an annual basis, provide detailed auditing of its accounting practices as required of the District's insurer, and
- 6. The Department shall be billed on a quarterly basis, the sum of said billing shall include the agreed upon hourly rate and any taxes or insurances or

mandated ancillary costs incurred by the District including payroll fees, the invoice issued by the District shall enumerate any of these costs, and

- 7. The District shall not seek any 'administrative costs' for said services, and
- 8. The District shall maintain Surety Bonding on the Bookkeeper consistent with prior practices, and
- 9. The District shall not release or share any particulars as to the financial proceedings or position of the Fire Department, without specific express permission from the Department Treasurer, or the Department's Executive Board, and
- 10. The District shall duly advise the Department of any increases in rate of pay for the bookkeeper in any succeeding year, and
- 11. This agreement will be for one (1) year from date of execution. It may be renewed on a yearly basis on mutual consent of both entities.

IN WITNESS WHEREOF each party has caused its authorized officials to sign and seal this Agreement the date first hereinbefore set forth.

Attest: Hanover Township Fire District No. 3

Date

By: _____ Commissioner Michael P. Dugan, Chairman

Attest: Cedar Knolls Fire Department, Inc.

Date

By: ______ James Hark, President