

Fire District No. 3

TOWNSHIP OF HANOVER, COUNTY OF MORRIS

AUGUST 15, 2019

**RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT WITH
THE TOWNSHIP OF MORRIS FOR THE SHARED SERVICES OF A
FIRE APPARATUS**

RESOLUTION 19-08-15-65

WHEREAS, there exists a need by Hanover Township Fire District No. 3 and the Township of Morris to maintain a reserve engine, and

WHEREAS, Fire District No. 3 currently maintains a reserve apparatus, hosed within the confines of the Township of Morris under mutual agreement, and

WHEREAS, the Fire District and the Township of Morris are desirous of sharing the services of said apparatus consistent with the terms and conditions of a mutually agreed upon agreement

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 for the shared usage of the 1995 Pierce Dash Fire Engine VIN/4P1CT02G9SA000288 as outlined in said agreement
2. The duration of this agreement shall be one-year, or as extended with the consent of the parties involved, or as terminated as prescribed therein.

It is hereby certified that this resolution is adopted by the Board of Fire Commissioners on this the 15th day of **August, 2019**.

Robert Callas, Secretary

AGREEMENT

This agreement, made on this the _____ day of _____, 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 'Fire District') and the **Township of Morris**, County of Morris, State of New Jersey (hereinafter referred to as 'Morris Township')

WHEREAS, both the Fire District and Morris Township each have the need for reserve fire pumper apparatus for their volunteer and career firefighters; and

WHEREAS, the Fire District currently owns and insures A **1995 Pierce Dash Fire Pumper VIN/4P1CT02G9SA000288**; and

WHEREAS, the Fire District and Morris Township deem it appropriate to utilize such reserve fire apparatus and share certain costs as outlined herein.

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

1. Equipment

- a. A mutually agreed upon equipment list shall be developed for the Apparatus, and each entity shall supply whatever equipment is needed to fulfill this compliment.
- b. This equipment list shall be maintained with the apparatus and shall additionally include a mutually agreed upon schedule of checks to insure that all equipment is in place and operational
- c. The equipment provided shall remain the property of the respective agency and returned upon termination of this agreement

2. Fuel

- a. Apparatus fueling shall take place at an agreed upon fuel gauge indication. The fueling shall alternate between the Hanover Township Department of Public Works Garage, or the Morris Township Public Works Garage.

- b. A fuel log shall be maintained in the apparatus so as to indicate dates of fueling and how much fuel was added at that time and an indication of the person fueling and location (attached hereto)

3. Maintenance

- a. The apparatus shall be maintained so as to be in serviceable condition at all times.
- b. Routine maintenance, to include oil and filter changes, chassis and component lubrication, vehicle preventative maintenance inspections, battery testing and light/bulb replacements shall be performed by the mechanic, employed by the Township. The cost of parts as required shall be the responsibility of the Fire District.
- c. Upon the determination of any repair that is necessary to insure the safety of operation and/or serviceability of the apparatus, cost estimates shall be delivered to both agencies. Where necessary three quotes shall be attained. The service shall be performed by the mutually agreed upon vendor, and the cost of said service shall be shared equally.

4. Annual Certifications

- a. All testing will be scheduled by the Fire District at a time and place that is agreeable to all parties. Certification reports shall be provided to both entities.
- b. Where repairs may be performed 'in-house' they shall be done so in accordance with 3(b) above.

5. Storage

- a. The apparatus shall be stored consistent with the previously issued Memorandum of Agreement dated April 4, 2019 (Fire District Resolution 19-04-04-39)

6. Usage

- a. The apparatus shall serve as Primary Reserve to the Fire District. Notwithstanding any other provision of this agreement, if and when needed by the Fire District the apparatus shall be returned immediately for use therein.
- b. The apparatus shall be available on a regularly scheduled basis as need be by the Fire District or Morris Township.
- c. The apparatus shall similarly be available on an emergent basis, if and when the apparatus is required to be used by the Fire District or Morris Township,

in their respective jurisdictions, or if need be to respond to provide mutual assistance to another agency/municipality.

- d. The respective Departments shall notify each other of any anticipated period of usage.
- e. All efforts shall be made to insure that the apparatus is available, therefore, each agency shall be required to provide adequate notification, if and when appropriate, to the other agency.

7. Operation

- a. Fire District and Morris Township shall ensure that apparatus operators expected to operate the apparatus are trained in the operation of the vehicle and pump operations, vehicle operator background checks are completed through the New Jersey Division of Motor Vehicles and kept on file by each entity involved.
- b. The Fire District and Morris Township, when requested, shall provide documentation as described.
- c. All operators or prospective operators shall be trained and show proficiency in the operation and systems of the apparatus
- d. The above represents the entire agreement between the parties and may only be amended by mutual agreement in writing or as required by law.

8. Insurance

- a. The Fire District shall maintain insurance on the apparatus, and the Township on facilities as required herein. Both shall maintain adequate coverage on all vehicle operators. Evidence of insurance shall be exchanged with the acceptance of this agreement and upon the renewal of any policy.

9. Severability

- a. This agreement shall renew each year with the mutual consent of the governing bodies of each entity
- b. This agreement may be terminated at such a time as either of the parties desires to do so, with no less than thirty (30) days notification to the other party, or at such a time as the cost of maintaining said apparatus is prohibitive of the usefulness of this agreement

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

ATTEST:

TOWNSHIP OF MORRIS

By: _____

ATTEST:

HANOVER TOWNSHIP FIRE DISTRICT NO. 3

By: _____