

**Shared Services Agreement By & Amongst  
The Township of Franklin (Department of Fire Prevention), and Franklin Township Fire  
District No. 1, Franklin Township Fire District No. 2, Franklin Township Fire District No.  
3 and Franklin Township Fire District No. 4**

**This Shared Services Agreement** (the “Agreement”) dated \_\_\_\_\_, 2013, is entered into by and amongst the Township of Franklin (Department of Fire Prevention), a municipal corporation of the State of New Jersey, whose business address is 475 DeMott Lane, Somerset, New Jersey 08873 (hereinafter, the “Township”), and Franklin Township Fire District No. 1, a duly incorporated fire district of the Township, whose business address is P.O. Box 5163, 370 Campus Drive, Somerset, New Jersey 08873 (hereinafter individually “District No. 1”), Franklin Township Fire District No. 2, a duly incorporated fire district of the Township, whose business address is P.O. Box 74, 3031 Route 27, Suite 3, Franklin Park, New Jersey 08823 (hereinafter individually “District No. 2”), Franklin Township Fire District No. 3, a duly incorporated fire district of the Township, whose business address is 138 Shevchenko Avenue, Somerset, New Jersey 08873 (hereinafter individually “District No. 3”) and Franklin Township Fire District No. 4, a duly incorporated fire district of the Township, whose business address is P.O. Box 126, Kingston, New Jersey 08528 (hereinafter individually “District No. 4”, and all Districts together collectively, the “Districts”) (the Township and the Districts, collectively, the “Parties” and each, a “Party”).

**WITNESSETH**

**WHEREAS**, the Township, through its fire inspectors (the “Inspectors”) employed by its Department of Fire Prevention, presently provides certain fire inspection and related services to the Districts and throughout the Township generally (their “Inspection Duties”); and

**WHEREAS**, the Fire Districts, pursuant to state statute, are responsible for providing fire protection to their respective districts.

**WHEREAS**, the Township, as a result of the current economic climate facing not only the Township but the State of New Jersey and the Nation as a whole, and despite application of appropriate revenue generated by the Inspectors as the result of their Inspection Duties, faces a budget deficit for the current fiscal year which would ordinarily require it to eliminate the position of one (1) Inspector in the Township; and

**WHEREAS**, the Districts, after consulting with the Township, have agreed to contribute, under the terms and conditions of this Agreement, the necessary funds to the Township to allow it to avoid the elimination of the aforementioned position of one (1) Inspector, thus allowing the Township to keep its Department of Fire Prevention staffed at necessary and present levels; and

**WHEREAS**, in consideration of the Districts’ willingness to contribute the necessary funds to maintain Inspector staffing levels as mentioned, the Township has agreed, under the terms and conditions of this Agreement, to expand the duties of Inspectors employed by the

Township to include firefighting and fire response calls during hours when the Inspectors are on duty with the Township (such firefighting and fire response call services hereinafter referred to as “Firefighting Duties”, and which shall be as set forth in this Agreement below); and

**WHEREAS**, as a result of the expansion of Inspectors’ duties to include Firefighting Duties during their regular working hours with the Township, the Parties hereto have agreed to allocate the respective costs and risks attendant to such expansion of duties in accordance with the terms and conditions of this Agreement, all as further detailed below; and

**WHEREAS**, the Parties mutually desire to enter into this Agreement to memorialize the foregoing, all as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, it is hereby agreed by and between the Parties as follows:

1. Services to be Rendered. As set forth in the Recitals to this Agreement, the Township shall expand the duties of its Inspectors to include not only their Inspection Duties, but also, to include Firefighting Duties, as set forth and defined herein, when the Inspectors are on duty during normal working hours in the employment of the Township. The Inspectors shall render Firefighting Duties to the Districts as set forth herein, and in accordance with all applicable law generally applicable to the Firefighting Duties, and to firefighters generally.

(a) Firefighting Duties Generally Applicable to All Districts. Subject to any specific requirement of any individual District as set forth below, the Firefighting Duties of Inspectors during normal working hours with the Township shall include, by way of example and not limitation, the following:

- (i) Inspectors will respond to fire calls. The number of Inspectors responding, and the types of calls to which they shall respond, shall be a minimum of two (2) Inspectors (utilizing best faith efforts to supply at least two (2) Inspectors per call during the Initial Term of this Agreement), and they shall respond to all fire calls. All on-duty Inspectors shall respond to all “high hazards incidents”, and upon request from the incident commander, for any other incident. Examples of “high hazards incidents” for purposes of this Agreement shall include structure fires, hazardous material spills or leaks, technical rescues and MVC with entrapment. It is further agreed that, for purposes of this Agreement, no Inspector shall work overtime beyond his normal working hours with the Township to respond to a fire call in his or her capacity as a Township employee. Nothing herein shall preclude the Parties from revisiting this issue during any subsequent Term or Extension of this Agreement, and the Parties expressly reserve the right to revisit the issue of Inspector overtime incurred with respect to fire calls, and future payments of overtime with respect thereto.
- (ii) Inspectors shall generate Pre-plans, and enter them into the GIS System.
- (iii) Inspectors shall perform their Inspection Duties, as is currently required at the time of the execution of this Agreement.

- (iv) Inspectors shall provide Monthly Activity Reports, amended to include man hours expended for fire calls, as well as the FAAR Report, to the Districts.
- (v) When Inspectors respond to an emergency scene, the ICS system shall be followed. When arriving prior to suppression units, the Inspector shall establish command and provide a size up report. Upon arrival of a fire officer or senior member, the Inspector will transfer command. Nothing herein shall preclude Inspectors from consulting with on-air fire officers with respect to suggesting modifications of responses if needed. Below are the appropriate guidelines which Inspectors are expected to follow:
  - (A) Township-wide SOG's: The current Township-wide SOG's are Accountability and Mayday.
  - (B) Other guidelines, as approved by the Director of Fire Prevention, including any other required SOG's that currently are not Township-wide. Pending the promulgation of any other such guidelines, the Parties agree to utilize District No. 1's SOG' in the interim.

2. Districts' Contribution to Township to Maintain Staffing Levels. By June 30<sup>th</sup> of each year the Districts shall contribute the collective sum of \$82,995 to the Township to allow it to maintain current staffing levels of the Department of Fire Prevention. The Parties expressly agree that this contribution is being made to avoid a reduction in force for economic reasons. The contribution shall be distributed amongst the Districts based on percentage of tax ratables, currently as follows: District No. 1, 55%; District No. 2, 25%; District No. 3, 20%; and, District No. 4, 0.6 %. The Districts shall be exclusively responsible for this contribution to the Township, and, provided the contribution is made no later than June 30<sup>th</sup> in each year during which this Agreement is in force, the current staffing levels shall not be reduced for economic reasons. Nothing herein shall otherwise limit the Township's rights of managerial prerogative, including with respect to adequate staffing, or otherwise limit the Township's rights to reduce force in the event the contribution required by this Section is not made.

(a) Contributions from the Fire Districts to Franklin Township required under Section 2, 3(a) (i) and 4. The Fire Districts shall make a contribution to the Township on or before June 30<sup>th</sup> each year this agreement is in force. The contribution shall be distributed amongst the Districts based on percentage of tax ratable, currently as follows: District No. 1 - \$48,565 (55%), District No. 2 - \$22,075 (25%), District # 3 - \$17,660 (20%) and District No. 4 - \$529 (.06%). If the agreement is canceled during the year, the contribution shall be prorated on a monthly basis.

3. Insurance Generally. With respect to the Inspectors' performance of the Firefighting Duties under the terms of this Agreement, the Parties agree to allocate their respective obligations with respect to insurance with respect thereto as follows:

(a) Workers' Compensation; Errors & Omissions. During the term of this Agreement, Workers' Compensation and Errors & Omissions ("E&O") insurance shall be provided thusly:

- (i) Whenever any Inspector shall perform Firefighting Duties during his or her normal working hours with the Township, the Township's Workers' Compensation and E&O insurance shall apply and cover same. The Township will ensure that its Worker's Compensation and E&O policy(ies) are appropriately amended and endorsed to add such coverage to cover the Firefighting Duties of the Inspectors during such work hours. For the current fiscal year, the Township shall absorb the cost of amending its Workers' Compensation and E&O policy(ies) to cover the Inspectors' provision of the Firefighting Duties during normal working hours with the Township, at an approximate cost of \$1,800.00. For each year thereafter during which this Agreement remains in force, the Districts shall collectively reimburse the Township for the added, commercially reasonable costs of Workers' Compensation, E&O and any other insurance required to cover the Firefighting Duties as set forth in this Section. The Districts shall allocate the cost thereof in the same manner as they have allocated the annual contribution set forth in Section 2 above; or,
- (ii) Whenever any Inspector shall perform Firefighting Duties while a volunteer of any District, or after his or her normal working hours with the Township, the respective Districts' Workers' Compensation and E&O insurance shall apply and cover same. The Districts shall respectively ensure that their Workers' Compensation and E&O policy(ies) are appropriately amended and endorsed to add such coverage to cover the Firefighting Duties of the Inspectors during such hours and while performing Firefighting Duties as volunteers of any respective District.

(b) Commercial General Liability Insurance. To the degree not otherwise covered, or not otherwise covered by an E&O policy as provided for under Subsection (a) above, the Township shall maintain appropriate commercial general liability insurance for the Inspectors' performance of Firefighting Duties during their normal Township work hours, to afford protection with respect to personal injury, bodily injury, death and property damage. The Districts shall provide analogous coverage to the Inspectors performing Firefighting Duties after their normal Township work hours or while volunteers with any respective District, to the extent not otherwise covered, or not otherwise covered by an E&O policy as provided for under Subsection (a) above.

(c) Upon 10 Business Days Notice, copies of certificates evidencing the insurance required herein, and rating information, shall be furnished to the Party making the request at no cost. Such policies shall be subject to the approval of the other Party for adequacy and form of protection. The Township or the Districts, as the case may be, shall have the right upon 30 days written notice from time to time to cause the other Party to increase liability limits or modify coverage's, provided however, that if the Districts should for any reason request an increase in coverage from the Township for a policy the cost of which they are responsible for under this Agreement, the Districts shall reimburse the Township for the commercially reasonable cost of any such increase or modification.

(d) Not less than 30 days prior to the expiration date or renewal date of any policy provided for hereunder, the Township or the Districts, as the case may be, shall supply the other Party with updated replacement certificates of insurance and amendatory endorsements.

(e) Each Party shall deliver to the other one (1) certificate of insurance evidencing each required insurance coverage upon the execution of this Agreement.

(f) With the exception of Workers' Compensation coverage, each Party shall add the other as an additional insured to its respective policy(ies) of insurance.

(g) In all cases, the Districts agree to bear the value of any added cost to extend the Township's insurance coverage in connection with this Agreement. The Districts shall allocate the cost thereof in the same manner as they have allocated the annual contribution set forth in Section 2 above.

4. Uniform Costs. The Parties agree and understand that, as a matter of law, PEOSHA requirements direct that all uniforms which are required of the Inspectors for performing Firefighting Duties must be fire and flame resistant. In that regard, the Parties estimate that the annual cost to maintain the uniforms for the staff of Inspectors is \$8,500. The Department budgets approximately \$4,500 annually for uniforms. The Districts shall provide the additional \$4,000 funding for these uniforms. Payment of this amount shall be made from the collective Districts to the Township by June 30<sup>th</sup> of each year. The allocation of this payment amongst the Districts shall be as provided in Section 2 above with respect to the contribution required to maintain Inspector staffing levels in the Department of Fire Prevention.

5. Minimal Training Requirements for Inspectors Performing Firefighting Duties. At the time of the full execution of this Agreement, all current Inspectors employed with the Township and who will be performing Firefighting Duties hereunder have, on information and belief, either met the minimal training requirements of firefighters as a matter of law, or are otherwise volunteer members of a District's department and have therefore satisfied those requirements through District volunteer training. With respect to Inspectors who may be hired or who may perform Firefighting Duties subsequent to the full execution of this Agreement, the Township shall ensure that the job description for Inspectors is amended to include Firefighting Duties as part of an Inspector's regular duties. Further, the Parties agree that all new hires or Inspectors who shall prospectively undertake Firefighting Duties shall meet the following minimal training requirements before undertaking Firefighting Duties, irrespective of which District they may perform Firefighting Duties for:

- NJDFS Firefighter 1 certification
- ICS100 and 200 course completion and NJDFS IML1 certification
- IS700 course completion
- NJDFS approved HazMat Awareness course completion
- NJDFS approved HazMat Operations course completion
- Current in CPR/AED training
- Annual District Physical
- Annual District BBP/RTK/Hazmat refresher training

- Annual Live Burn recertification
- No facial hair that touches mask sealing area

(a) It is hereby agreed amongst the Parties that no Inspector shall be entitled to compensated time off from his or her normal Township work hours for the purpose of engaging in the minimal training requirements required hereunder before engaging in Firefighting Duties. All Inspectors who require minimal training as directed by this Agreement are encouraged to become volunteer members of a District fire department in order to meet the minimal training requirements required under this Agreement in order to minimize the impact upon the Township in light of its budgetary constraints.

(b) With respect to continuing training or education required on an annual or other regular basis with respect to Inspectors performing Firefighting Duties hereunder, such continuing training or education shall be provided through the respective Districts at their own cost and expense, and at no expense to the Township. NJDFS mandatory annual training will be provided by the Districts, and will occur during the Inspector's normal Township working hours. Training above and beyond the mandatory annual mandatory training (i.e., live burn training considered to be annual respirator training) shall be at the discretion of the Districts and the Fire Prevention Director.

6. Minimal Medical Exam Requirements for Inspectors. With respect generally to Inspectors who shall perform Firefighting Duties pursuant to the terms of this Agreement, the Parties agree that the following minimal medical exam requirements shall apply to all Inspectors performing such Duties, irrespective of which District for which such Duties are rendered:

The Parties hereby agree to follow the Fire District No. 1 minimal medical exam requirements for Inspectors performing Firefighting Duties under this Agreement. Since Inspectors that are currently volunteers across all Districts obtain physical exams of varying scope depending on the District for which they volunteer, the Parties further agree that implementation of the uniform Fire District No. 1 standard requirements hereunder shall be undertaken by the Fire Prevention Board. Fire District No. 1 shall be responsible under this Agreement for the oversight of physical exam results under the minimum standards set forth herein. The Fire Districts agree to provide funding for the cost of annual firefighter medical exams for the Department of Fire Prevention.

(a) Failure of Inspectors to Meet Minimal Physical Requirements. In the event that any Inspector performing Firefighting Duties hereunder should fail to meet the minimal physical requirements, or otherwise fails a medical exam required under this Section, that Inspector shall not be permitted to respond to any fire calls unless and until cleared for such service by District 1 medical officer (Dr. Jeffrey Kaladas at this time). If any such Inspector is otherwise able to perform Firefighting Duties that do not require responding to fire calls or do not require actual firefighting, then that Inspector shall be permitted to continue to perform such Firefighting Duties as recommended by the District medical doctor.

(b) Notwithstanding the foregoing, in the event any Inspector is permanently incapable

or unable to perform Firefighting Duties of any kind in the opinion of a District medical doctor, then in such a case the Inspector shall no longer be deemed fit to perform such Firefighting Duties as a District medical doctor may direct. Nothing herein shall preclude, however, any Inspector from continuing to work for the Township as an Inspector performing Inspection Duties that do not encompass Firefighting Duties.

7. Minimum Wage Requirements of Fair Labor Standards Act. On information and belief, the Parties do not believe that the minimum wage provisions of the Federal Fair Labor Standards Act (“FLSA”) will be violated by having the Inspectors perform both their ordinary hours of Inspection Duties for the Township, and the hours of Firefighting Duties contemplated by this Agreement. If, however, a minimum wage or similar violation of the FLSA should occur by virtue of an Inspector’s working of excessive hours in rendering Firefighting Duties, then the collective Districts shall be responsible for, in order to mitigate such a violation, compensating an individual Inspector for any excessive hours incurred in performing Firefighting Duties that resulted in the FLSA minimum wage violation. Such compensation to an Inspector shall be apportioned amongst the Districts in accordance with Section 2 of this Agreement applicable to the contribution required there under. There shall be no cost to the Township for such a FLSA minimum wage violation, and the Districts accordingly agree to indemnify, save and hold the Township harmless with respect thereto. For purposes of this Section, a FLSA minimum wage violation shall be deemed to occur when an Inspector’s total compensation for undertaking both Inspection Duties and Firefighting Duties for a given pay period, when divided by the total number of hours works in that period with respect to both types of Duties, shall be less than the Federal minimum wage then in effect pursuant to the FLSA or analogous Federal law or regulation.

8. No Impact Upon Inspection Duties performed prior to Agreement. This Agreement shall not be construed to have any adverse impact upon the Inspection Duties performed by Inspectors for the Districts and the Township at large prior to the entry of the Parties into this Agreement. Further, this Agreement shall have no adverse impact upon the provision of Inspection Services by Inspectors to any District which opts not to participate in this Agreement, or which subsequently opts out of this Agreement. This Agreement shall be construed only as providing the enhanced benefit of Inspector Firefighting Duties as provided herein.

9. Compensation of Inspectors Engaged in Firefighting Duties Hereunder. Except as otherwise provided by the terms of this Agreement, the compensation and benefits of all Inspectors engaging in Firefighting Duties under the terms of this Agreement during their normal working hours with the Township, shall continue to be paid by the Township [in accordance with the terms and conditions of the collective bargaining agreement entered into between the Township and the FMBA].

(a) PFRS (Police and Firefighters Retirement System) – The fire inspectors are enrolled in PERS (Public Employees Retirement System). If at any time the fire inspectors become eligible for PFRS because of their additional duties under this agreement, the Fire Districts will have the option to terminate the agreement or be solely responsible for all additional pension expense above PERS expense.

10. Reports. Each month, or upon such regular intervals as the Parties may agree, the Township will provide the Districts with a report reflecting the Firefighting Duties rendered by Township Inspectors for the preceding month or interval, as the case may be, identifying at a minimum the number of fire calls to which Inspectors responded and the man hours expended. Such Reports shall also identify other such statistical and necessary data as may be deemed necessary by the Parties to ascertain the scope of the Firefighting Duties being rendered by Inspectors hereunder. The Parties agree that the Monthly Activity Reports, amended to include man hours expended for fire calls, as well as the FAAR Report, both identified in Paragraph 1(iv) of this Agreement, shall suffice with respect to those obligations covered thereby and set forth herein.

11. Responsibility for Personnel Rendering Firefighting Duties. The Township, through its Department of Fire Prevention, shall be primarily responsible for all hiring of Inspectors and the management of Inspectors required to render Firefighting Duties during Township normal work hours. The Township shall maintain all personnel records and shall process all payroll payments for Township Inspectors engaged in such Duties during normal Township work hours.

12. Compliance with Employment Regulations. The Township and the Districts shall be jointly responsible for ensuring that all State and Federal regulations governing the employment of personnel are adhered to, including without limitation the FLSA, and that adequate records are maintained to demonstrate adherence.

13. Access to Records. All Parties agree that they will provide immediate access to any and all records related to the performance of this Agreement immediately upon request.

14. Meetings. All Parties will be subject to all the requirements of this Agreement. The Parties agree that they will meet on a monthly basis, or as needed, to discuss the progress of the Firefighting Duties rendered by Township Inspectors hereunder.

15. Term; Renewal and Extensions; Termination. The term of this agreement shall be one year from the date of execution by all parties. The contract will renew annually for periods of one year unless any party gives notices ninety (90) days prior to the end of the term of their intent not to renew. Additionally, any party reserves the right to cancel this agreement upon 90 days written notice to the others for any reason. In the event the Township Inspectors fail to provide any of the Firefighting Duties which are described in this Agreement in a reasonable, timely and professional manner, the Districts, after providing the Township with 30 days notice to cure any complaint, inadequacy or problems, shall have the right to terminate this Agreement upon thirty days (30) written notice if the Township fails to cure the complaint, inadequacy or problem. If the Districts do not perform under this Agreement for a period greater than thirty (30) days after written notice of same from the Township to the Districts, including without limitation a failure to perform with respect to the monetary covenants and promises contained in this Agreement, the Township reserves the right to terminate this Agreement and cease the provision of the Firefighting Duties by the Inspectors. Upon termination of this agreement, the Township shall reimburse any contributions made in advance by Districts on a pro-rated basis



16. Mutual Indemnification. Each Party agrees to indemnify and hold the other Party and its officers, employees and agents, harmless from and against any claim, loss, damage or expense, including reasonable attorney's fees, for which such other Party becomes liable due to the acts or omission of the other.

17. Governing Law. The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the Parties shall be governed by the laws of the State of New Jersey.

18. No Assignment or Transfer. Neither the Township nor the respective Districts shall assign, sublet or transfer any rights or interest in this Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the Township and the Districts.

19. Binding of Successors. The Township and the respective Districts each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party in respecting all covenants and agreements and obligations of this Agreement.

20. Severability. If any provision in this Agreement is held to be invalid, void or unenforceable by a duly appointed arbitrator or by any court of appropriate jurisdiction, the remaining provisions shall nevertheless continue in full force provided that the essential terms of the transaction remain unchanged.

21. Amendments. Any amendment to this Agreement may only be accomplished by a writing signed by the Party against whom the amendment is being enforced.

22. Entire Agreement. The Agreement represents the entire agreement between the Parties with respect to the subject matter thereof, and no amendment, modification or alteration to the terms hereof shall be binding unless the same is in writing and duly executed by the Parties hereto.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the Township of Franklin and Franklin Township Fire District No. 1, Franklin Township Fire District No. 2, Franklin Township Fire District No. 3 and Franklin Township Fire District No. 4, have caused this instrument to be executed by their respective representatives, pursuant to the respective Resolutions of the said Township and the said respective Districts which have been passed for said purpose, as of the day and year first written above.

ATTEST:

\_\_\_\_\_

TOWNSHIP OF FRANKLIN

By: \_\_\_\_\_  
Brian D. Levine, Mayor

ATTEST:

\_\_\_\_\_

FRANKLIN TOWNSHIP FIRE  
DISTRICT NO. 1

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

FRANKLIN TOWNSHIP FIRE  
DISTRICT NO. 2

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

FRANKLIN TOWNSHIP FIRE  
DISTRICT NO. 3

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

FRANKLIN TOWNSHIP FIRE  
DISTRICT NO. 4

By: \_\_\_\_\_