

LOCAL GOVT SERVICES

DIVISION OF LOCAL GOVERNMENT SERVICES, P 11: 58

SHARED SERVICES AGREEMENT RECEIVED

COVER SHEET

PROVIDER: Cumberland Co. Office of Emergency Management COUNTY: Cumberland

RECIPIENT: Maurice River Township COUNTY: Cumberland

BRIEF DESCRIPTION OF SERVICE:

A 60 kW natural gas standby emergency generator will be provided and installed in the Maurice River Township Municipal Building for use during emergencies.

EFFECTIVE DATE: April 28 2016

EXPIRATION DATE: \_\_\_\_\_

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

SHARED SERVICES AGREEMENT

BETWEEN

COUNTY OF CUMBERLAND OFFICE

OF EMERGENCY MANAGEMENT

AND

MAURICE RIVER TOWNSHIP MUNICIPAL BUILDING

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This agreement is made this 28 day of APRIL, 2016, by and between the County of Cumberland, by and through its Office of Emergency Management, having its principal offices at 637 Bridgeton Avenue, Bridgeton, New Jersey 08302 (hereinafter referred to as "OEM") and the Maurice River Township Municipal Building, having its principal offices located at 590 Main Street, P.O. Box 218, Leesburg, New Jersey 08327 (hereinafter sometimes referred to as "Maurice River").

WHEREAS, the OEM and Maurice River are desirous of entering into an agreement pursuant to which a 60 kW natural gas standby emergency generator will be provided and installed at the Maurice River Township Municipal Building for use during emergencies; and

WHEREAS, the parties are desirous of entering into this agreement in order to set forth the terms and conditions of receipt of the generator and utilization of the recipient's premises for emergency management purposes; and

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MAURICE RIVER TWP.

4. Maurice River agrees to maintain the generator in good and workable condition and to maintain adequate fuel for the use of the generator. The OEM shall not be responsible for maintenance, repairs or fuel expenses in connection with the use of the generator.

5. Maurice River shall maintain and provide maintenance records to the OEM for the first two (2) years during which the generator is in the possession of the School during which time, the generator is under a manufacturer's warranty and maintenance bond.

6. Any permit(s) costs necessary for the installation or operation of the generator shall be the responsibility of Maurice River. The permit(s) shall be obtained by the contractor awarded the installation bid.

7. Maurice River agrees to allow the use of the premises in which the generator is installed during any emergency by the local Office of Emergency Management, as well as the Cumberland County Office of Emergency Management or American Red Cross during such times as the emergency shall remain in existence.

8. Maurice River shall indemnify and shall hold OEM, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the services performed for or on behalf of Maurice River under the terms of this Shared Services Agreement.

9. OEM shall indemnify and shall hold Maurice River, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or

Prior to either party submitting a demand for mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- a). five (5) business days after the other party has provided it's written response to the aggrieved party's notice of dispute;
- b). 30 days have passed after submission of the original, written claim by the aggrieved party and the other party have not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have thirty (30) days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

16. In the event that any agreement which is contained in this Shared Services Agreement shall be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

17. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either Maurice River or OEM, in his or her individual capacity, and neither the officers, agents or employees of Maurice River and OEM nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

18. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

19. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Local Units and their respective successors and assigns.

20. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

21. This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

22. This Shared Services Agreement sets forth all the promises, covenants,