

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

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2017 SEP -7 P 12:
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PROVIDER: Monmouth County COUNTY: _____

RECIPIENT: Borough of Hazlet,
Fire District #1 COUNTY: _____

BRIEF DESCRIPTION OF SERVICE:

municipal assistance agreement

EFFECTIVE DATE: 9/6/17

EXPIRATION DATE: 9/6/27

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

Please submit this cover sheet with shared service agreement either via email to 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.

**MUNICIPAL ASSISTANCE / SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY OF MONMOUTH ("COUNTY")
AND THE Hazlet Fire District #1 ("LOCAL GOVERNMENT ENTITY")**

The County and the Local Government Entity enter into this agreement pursuant to the New Jersey Uniform Shared Services and Consolidation Act (C.40A:65-1, et seq.).

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IT IS AGREED:

1. **Services Offered.** The County will offer the municipal assistance / shared services listed on Exhibit "A" to the Local Government Entity.
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit "A" from time to time, upon written notice to the Local Government Entity.
3. **Request for Service.** The Local Government Entity will initiate a request for service by submitting a Request Form to the County.
4. **Cost of Services.** For those items on Exhibit "A" for which a fixed cost is not set, the estimated cost to the Local Government Entity will be determined by the County in advance and shall be subject to the approval of the Local Government Entity prior to the services being rendered.
5. **Payment of Reasonable Cost.** In the event that the Local Government Entity requests a service and prior approval of the cost has not been obtained, whether because of an emergency or some other reason, and the County provides the requested service, the Local Government Entity agrees to pay the County the reasonable cost of the service, with the understanding that the County will receive reimbursement for the County's costs in providing the service, including the cost of goods, expendables, labor and administrative costs.
6. **No Obligation by Local Government Entity.** The Local Government Entity is under no obligation to utilize any services offered by the County.
7. **No Obligation by County.** The County is under no obligation to provide a service requested by the Local Government Entity if the County is not then in a position to honor the request.
8. **Workmanlike Services.** The County will render services to the Local Government Entity in a workmanlike manner.
9. **Care Required.** The County will exercise ordinary care in rendering services to the Local Government Entity.

10. **Total Cost Undetermined.** The total cost of the services to be rendered under this agreement cannot be estimated in advance, but will be determined by the extent to which the Local Government Entity avails itself of the services available.
11. **Effective Dates.** This agreement shall be in effect from the date of its execution by both parties for a period of ten (10) years, unless sooner terminated by either party.
12. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
13. **County's Representative.** The County's Administrator or its Director of Public Works and Engineering, or his/her respective designee, will act on behalf of the County with regard to the services available to the Local Government Entity, the cost thereof and commitment to provide requested services.
14. **Local Government Entity's Representative.** The Local Government Entity's [indicate one or more authorized representative]
The Board of Fire Commissioners - Hazlet Fire District #1
his/her respective designee, will act on behalf of the Local Government Entity with regard to a request for services from the County and approval of cost estimates provided by the County.
15. **Payment of Invoices.** The Local Government Entity will pay the County for services rendered under this agreement within thirty (30) days of the County's invoice for those services. If the Local Government Entity disputes a County invoice, the Local Government Entity will pay the undisputed portion and attempt to resolve the remaining portion in accordance with the article below, entitled Disputes.
16. **Disputes.** If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.
17. **Indemnification.** Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.

18. **Authority to Execute Agreement.** The execution of this agreement has been duly authorized by the governing bodies of the County and the Local Government Entity.

In Witness Whereof, the parties have executed this agreement.

County:

COUNTY OF MONMOUTH

Local Government Entity:

Bill A. Swiry

BY:

Title: Freeholder Director

Date:

X *Darius Deseud*

BY:

Title:

Date:

ATTEST:

Lester B. Parteman III

Name: *Lester B. Parteman III*

Clerk of the Board

ATTEST:

Michelle L. Powers

Name: *Michelle L. Powers*

Title: *CPA*

**THE COMMISSIONERS OF FIRE DISTRICT NO. 1
IN THE TOWNSHIP OF HAZLET, COUNTY OF MONMOUTH**

Resolution #2017-018

**A RESOLUTION AUTHORIZING MUNICIPAL ASSISTANCE/SHARED
SERVICES AGREEMENT WITH COUNTY OF MONMOUTH**

WHEREAS; The New Jersey Uniform Shared Services and Consolidation Act authorizes local units, such as Hazlet Fire District #1 to enter into shared services agreements with other local units; and

WHEREAS; the County of Monmouth, a local unit, has offered to provide municipal assistance/shared services to the Hazlet Fire District #1 and

WHEREAS; it is in the best interest of the Fire District to enter into the proposed agreement with the County of Monmouth

NOW, Therefore be it resolved, that Hazlet Fire District #1, of Hazlet Township, County of Monmouth, State of NJ hereby authorizes to execute the attached Municipal Assistance/Shared Services Agreement with the County of Monmouth.