

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of West Caldwell COUNTY: Essex

RECIPIENT: Borough of Caldwell COUNTY: Essex

BRIEF DESCRIPTION OF SERVICE:

whereby West Caldwell will provide 911 emergency and non-emergency communications telephone and dispatch services for the Caldwell Police Department, Fire Department as well as the Department of Public Works during non-working hours.

EFFECTIVE DATE: January 1, 2014

EXPIRATION DATE: December 31, 2016

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.

SHARED SERVICES AGREEMENT

THIS AGREEMENT made this 13 day of MARCH, 2014, by and between the Township of West Caldwell, a Municipal Corporation, in the County of Essex and the State of New Jersey (hereafter called "West Caldwell"), and the Borough of Caldwell, a Municipal Corporation, in the County of Essex and State of New Jersey (hereafter "Caldwell").

WHEREAS, Caldwell has a need for 911 emergency and non-emergency communications telephone and dispatch services for the Caldwell Police Department, Fire Department as well as the Department of Public Works during non-working hours (hereafter "Telecommunication Services") and West Caldwell has the ability to make such services available; and

WHEREAS, West Caldwell has heretofore provided Telecommunication Services to Caldwell; and

WHEREAS, Caldwell is desirous of entering into a Shared Services Agreement whereby West Caldwell will continue to provide Telecommunication Services to Caldwell; and

NOW THEREFORE, in consideration of the execution of this Agreement and the mutual promises, duties, undertaking, obligations, requirements, performances set forth in this Agreement, and the payments provided for herein, West Caldwell and Caldwell mutually agree:

1. **Authority.** This Agreement is entered into under the authorization to enter into Shared Services Agreements granted to municipalities pursuant to the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1 et seq.
2. **Services To Be Provided.** West Caldwell shall provide Telecommunication Services to Caldwell consistent with the terms set forth herein.
 - a. West Caldwell shall answer, receive, dispatch and relay all emergency medical, Caldwell Police Department and Fire Department public safety calls 24 hours a day, including all holidays, weekdays and weekends within the territorial jurisdiction of Caldwell and activate siren and/or plectrons and/or pagers when appropriate;
 - b. West Caldwell shall answer, receive, dispatch and relay all Caldwell Department of Public Works calls during non-working hours;
 - c. West Caldwell shall provide dispatch and communications services with other municipal and county departments and agencies and with public utilities, including the Department of Public Works, County Highway Department, Verizon Telephone, Comcast Cable and PSE&G;
 - d. West Caldwell shall maintain a computer aided dispatch system (the "CAD system"), which shall include without limitation on automated

public safety records system, and retain therein a computer log of all dispatched, showing date, time, source, and disposition of each call, as reported by the applicable department;

- e. West Caldwell shall monitor government installations in Caldwell and dispatch police and/or first aid units requests for services;
 - f. In cases where a call is requesting services to be rendered in Caldwell, dispatchers will initiate a call for service in the CAD system to the Caldwell Police Department, Fire Department, Department of Public Works, or West Essex Volunteer First Aid Squad, as appropriate, in accordance with directions provided by Caldwell. Such call will be completed by the applicable Department(s) in accordance with their respective policies;
 - g. West Caldwell shall provide training to all dispatchers so that they are (i) familiar with and understand the policies, rules and regulations of the Caldwell Police Department, Fire Department and Department of Public Works and (ii) knowledgeable as to personnel, patrol cars, fire apparatus and DPW vehicles, and zones of assignment;
 - h. West Caldwell shall direct dispatchers to assist Caldwell Police Department supervisors in communicating orders and directives to units in the field in accordance with Caldwell's standard operating procedures, Caldwell Police Department policies and New Jersey Attorney General guidelines, including, but not limited to, motor vehicle pursuits, domestic violence. Dispatchers shall also be directed to keep supervisors, including tour commanders, informed of any and all unusual events that may occur during the tour of duty of which dispatchers have been made aware;
 - i. West Caldwell shall direct dispatchers, upon being made aware of any inoperable or malfunctioning equipment, to report such circumstances to the appropriate Caldwell police supervisor or tour commander and to make appropriate notifications for equipment repair. Dispatchers will also be directed to, upon request of the appropriate Caldwell police supervisor or tour commander, communicate by police radio transmission time checks with the patrol units in the field.
3. **Service Level.** This Agreement shall not be construed to limit West Caldwell's ability to contract to provide similar Telecommunication Services with another municipality, provided any such contract shall not diminish the quality of Telecommunication Services provided to Caldwell under the terms of this Agreement.
4. **Term of Agreement.** The term and responsibilities of this Agreement shall be effective from January 1, 2014 to December 31, 2016.

5. **Opt Out Option.** Either party to this Agreement may opt out of this Agreement, provided the party provides at least nine (9) months written notice. Accordingly, a party electing to opt out must provide written notice to the other party on or before March 31 for opting out of the agreement for the succeeding year.
6. **Renewal.** If either party does not wish to renew this Agreement, the party must provide nine (9) months written notice prior to the expiration of this Agreement. Accordingly, the party must provide written notice on or before March 31, 2016.
7. **Payment.** For the services rendered under the terms of this Agreement, Caldwell agrees to pay to West Caldwell the sums set forth below on a monthly basis beginning January 1, 2014.
 - (i) For services rendered from January 1, 2014 to December 31, 2014, Caldwell shall pay to West Caldwell the sum of \$127,500 in monthly installments of \$10,625.
 - (ii) For services rendered from January 1, 2015 to December 31, 2015, Caldwell shall pay to West Caldwell the sum of \$130,050.00 in monthly installments of \$10,837.50.
 - (iii) For option calendar year 2016, Caldwell shall pay to West Caldwell the sum of \$132,651 in monthly installments of \$11,054.25.
8. **Additional Costs.** Caldwell shall timely pay one hundred (100%) percent of the costs of telephone lease lines required to provide video, voice and data transmissions to West Caldwell Police Headquarters directly to the telecommunication carriers as these amounts become due. Said amounts shall be billed annually and shall be due and payable within thirty (30) days from the date of the bill, subject to any extension of such payment date which may be required by statutory or other applicable law.

Caldwell and West Caldwell each agree to contribute fifty (50%) percent of the capital costs of any equipment, communication devices, technology, hardware, software, or wiring required to comply with new regulations or determined to be mutually beneficial to the provision of Telecommunication Services under the terms of this Agreement. In the event of any single expenditure shall exceed one-thousand (\$1,000.00) dollars, West Caldwell shall notify and obtain Caldwell's consent and approval prior to said purchase.

West Caldwell shall continue to provide MONOC service to Caldwell and pay one hundred (100%) percent of the costs of same.

9. **Indemnification.** Caldwell and West Caldwell understand and agree to waive, release, hold harmless, defend and indemnify the other and its elected officials, employees, volunteers, servants and agents as well as any of its agencies, departments, divisions, bureaus or offices from and against any and all past, present and future actions, causes of action, claims, counterclaims, injunctive or declaratory relief, and any and all other liabilities of any kind or nature or description whatsoever, brought by any person natural or corporation, whether arising at law or in equity, whether known or unknown, asserted or unasserted, express or implied, foreseen or unforeseen, suspected or unsuspected relating to or arising out of performing Telecommunication Services under the terms of this Agreement, provided that the parties hereto reserve the right to participate in any action if any principle of governmental or public law is involved. Nothing herein is intended to nor shall it relieve either party from liability for its own act, omission, or negligence.

West Caldwell and Caldwell agree to share jointly in any liabilities, losses, suits, claims, judgments, fines or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorney's fees, court costs and expert fees) arising by reason of injury or death of any person or damage to property arising from the provision of services under the terms of this Agreement.

If final judgement be rendered against either party or its elected officials, employees, volunteers, servants and agents as well as any of its agencies, departments, divisions, bureaus or offices, or jointly against Caldwell and West Caldwell and their elected officials, employees, volunteers, servants and agents as well as any of its agencies, departments, divisions, bureaus or offices, the parties hereto reserve the right to seek contribution from the other.

Each of Caldwell and West Caldwell shall procure and maintain policies of insurance for general liability, police professional liability and public official/employment practices liability, which policies shall name the other party, its elected officials, employees, volunteers, agents and contractors as "Additional Named Insureds to the extent of the defense and indemnification obligations set forth in that certain Telecommunications Agreement between the Parties of even date herewith" (the "Policies"). The Policies shall have limits of not less than \$2MM/claim, \$10MM aggregate coverage. Each of Caldwell and West Caldwell shall maintain the Policies during the Term and, for each Policy that is issued on a "claims made" form, said Policy shall be maintained for not less than 3 (three) years following the expiration or earlier termination of this Agreement.

Nothing herein shall be construed to waive or otherwise relinquish any claim, defense, or immunity available to Caldwell or West Caldwell pursuant to law, including but not limited to those claims, defenses and immunities set forth in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

10. **Force Majeure.** It is understood that West Caldwell shall not be liable or responsible for events or occurrences which are beyond reasonable control such as, but not limited to, acts of god, natural or manmade disaster, war, acts of terrorism, labor or employment disputes, strike, lockouts, civil or military authority, insurrection, riot, embargoes, shortages, governmental restrictions or regulations, unforeseen commercial delays including, and without limitation, delays caused by the inability to obtain necessary labor or materials or from action taken by West Caldwell in connection with priorities, permits or other regulations issued by the United States Government or any department thereof.

11. **Warranty of Good Faith.** The parties expressly agree to work cooperatively and in the spirit of good faith with each other. The parties expressly agree that they will work together in a cooperative, effective and efficient manner to promptly resolve any technical and/or operational issues arising under this Agreement in a timely manner.

In furtherance of this stated goal, each party further agrees to designate a uniformed and ranking member of their Police Department to serve as a liaison under this Agreement. Each liaison will be the designated point person for handling any and all issues, complaints, concerns or inquiries from the residents and/or municipal officers/officials of their respective town. Each such liaison will be also responsible for promptly and accurately communicating such issues, complaints, concerns, or inquiries to the designated liaison for the other party, and for any follow-up that is required until a resolution is achieved.

12. **Complaint Resolution.** The parties further agree that any such issues, complaints, concerns or inquiries must be immediately communicated to the other party and addressed and/or resolved within thirty (30) days, unless circumstances dictate that a longer period of time is needed. In the event that West Caldwell is unwilling or unable to resolve any issues, complaints or concerns raised by Caldwell regarding the performance of the Agreement, Caldwell shall have the right to terminate this Agreement upon ninety (90) days written notice.

13. **Arbitration.** The parties hereto agree to arbitration by the American Arbitration Association, under its Commercial Arbitration Rules, of any dispute between them concerning this Agreement and their rights, obligations and duties hereunder, and any dispute, misunderstanding, difference of opinion, or any other unresolved matter between them relating to the transactions contemplated herein, and expressly consent to the entry of a judgment on the award rendered in any court of competent jurisdiction thereof. Any such dispute shall be submitted to a panel of three arbitrators, one selected by the West Caldwell, one selected by Caldwell and one agreed to mutually by both the West Caldwell and Caldwell. The decision of a majority of the arbitrators shall be binding. If either party hereto attempts, by legal action, to modify, change or eliminate this binding arbitration provision, such party shall be wholly liable for the cost and expenses,

regardless of outcome, including reasonable attorneys' fees, of the other party in defending or resisting such action.

14. **Termination.** West Caldwell shall have the right to terminate this Agreement in the event of non-payment or other good cause after a thirty (30) day cure period and upon ninety (90) days written notice to Caldwell.
15. **Notices.** Service of any notice required or agreed to be given hereunder shall be sufficient if sent by certified mail, return receipt requested or nationally recognized overnight carrier addressed as follows:

To: The Township of West Caldwell
30 Clinton Road
West Caldwell, New Jersey 07006
ATTN: Adam W. Brewer

With a Copy To:

Paul Jemas., Esq.
38 Roseland Ave.
Roseland, NJ 07068

To: The Borough of Caldwell
One Provost Square
Caldwell, New Jersey 07006
ATTN: Paul Carelli

With a Copy To:

Gregory Mascera
Bannon Rawding McDonald & Mascera
10 South Prospect Street
Verona, NJ 07044

16. **Applicable law.** This Agreement shall be construed in accordance with and governed by the Laws of the State of New Jersey. Both parties agree to submit to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of the Agreement or any subsequent contract based on this Agreement
17. **Modifications.** This Agreement cannot be amended, modified, changed or supplemented in any respect except by a subsequent resolution adopted by the governing bodies of both West Caldwell and Caldwell.

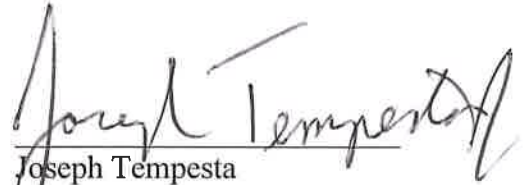
18. **Assignments.** Neither party may assign, delegate or otherwise transfer all or part of its rights under this Agreement.
19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument and have identical legal effect.
20. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any portion of this Agreement is declared invalid for any reason in any jurisdiction, such declaration shall have no effect upon the remaining portions of this Agreement which shall continue in full force and effect as if this Agreement had been executed with the invalid portions hereof deleted. Furthermore, the entirety of this Agreement shall continue in full force and effect in all other jurisdictions.
21. **Binding Effect.** All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.
22. **Compliance with All Laws.** The parties hereto shall observe and comply with all applicable Federal, state and local laws.
23. **Headings.** The headings of numbered sections herein are intended for convenience of reference only and shall not be deemed part of this Agreement or considered in interpreting the meaning of this Agreement.
24. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto and its terms may not be varied by any employee or agent of West Caldwell or Caldwell, except as provided herein.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by the respective Mayors and Administrators and their corporate seals to be affixed the day and year first above written in triplicate.

Attest:



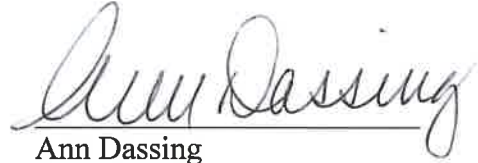
Adam W. Brewer
Township Administrator



Joseph Tempesta
Mayor of West Caldwell



Paul Carelli
Borough Administrator



Ann Dassing
Mayor of Caldwell