

AGREEMENT

BY AND BETWEEN

**COUNTY OF SUSSEX**  
A Political Subdivision of the State of  
New Jersey with offices located at  
One Spring Street  
Newton, New Jersey 07860

Hereinafter referred to as "County"

AND

**TOWNSHIP OF GREEN**  
A Municipal Corporation  
With offices located at  
150 Kennedy Rd.  
Tranquility, New Jersey 07879

Hereinafter referred to as "MUNICIPALITY."

WITNESSETH:

**WHEREAS**, the parties hereto are required to comply with State legislation mandating implementation of a Statewide 9-1-1 Emergency Telephone Network; and

**WHEREAS**, State legislation mandates that all Municipalities must participate in the system by establishing a **PUBLIC SAFETY ANSWERING POINT (PSAP)** and a **PUBLIC SAFETY DISPATCH POINT (PSDP)** either on its own or in conjunction with other Municipalities or on a regional or County-wide basis; and

**WHEREAS**, the County, after due consideration, has determined that it is in the best interest of the County and its citizens, that it establish a 9-1-1 system within the County and invite the Municipalities of the County to participate in said system and designate said system as the authorized 9-1-1 system for the Municipalities willing to contract with the County; and

**WHEREAS**, N.J.S.A. 40A:65-1 et seq., empowers Counties and Municipalities to enter into Shared Service Agreements; and

**WHEREAS**, the parties hereto have determined that the most efficient means to accomplish the establishment of a 9-1-1 system from a management and cost standpoint, is as one unit and that such procedure will work a fair and equitable allocation between the Municipalities and the County; and

**WHEREAS**, it is the intention of the parties to have the County to act as the employer of all personnel who will meet the training requirements of the statute to operate the 9-1-1 system; and

**WHEREAS**, the parties desire to enter into this Shared Service Agreement pursuant to the authority of N.J.S.A. 40A:65-1 et seq., to carry out the mandated legislation as set forth in N.J.S.A. 52:17C-1 et seq., as amended; and

**WHEREAS**, the Municipality has adopted a Resolution pursuant to N.J.S.A. 40A:65-1 et seq., authorizing the entry into this Agreement.

**NOW, THEREFORE**, it is agreed between the parties as follows:

## **ARTICLE 1**

### **PURPOSE**

1.0 This Shared Service Agreement is to establish the Sussex County Consolidated 9-1-1 Center which has the following organizational objectives:

a. To promote the health, safety and general welfare of the citizens throughout Sussex County. To that end, the parties wish to continually improve procedural efficiency and technical capabilities of emergency call taking, emergency call processing, and all emergency response communications.

b. To save lives by improved call processing time which reduces response times to emergency incidents.

c. To improve safety to emergency responders.

d. To effectively receive calls for emergency assistance based on structured call intake protocols, and coordinate response resources to those calls for service based on the needs of the caller and the direction of field response agencies.

e. To provide all participating agencies with a single contact point for the notification of emergencies and receipt of emergency assistance requests, and for the control of coordinated dispatch for law enforcement, fire and EMS.

f. To bring about increased efficiencies and coordination of communications and emergency response services, including the use of the National Incident Management System and the National Response Plan. These communications improvements are intended to impact emergency response for all types of scenarios that are generally broken into three categories:

1. Emergencies that occur daily in the community: those "typical" crimes, fires, and medical emergencies.
2. Local, small scale disasters, such as a school bus accident.
3. ~~Large scale and/or national level disasters, such as terrorist attacks or natural disasters.~~

g. To provide the public and field response agencies with highly trained, certified and/or credentialed 9-1-1 employees who strive to provide the best service possible to all parties involved.

h. To establish an alternate site to serve as a backup, overflow and training site, and as a secondary location where emergency dispatchers will function in the event that they need to evacuate the primary Consolidated 9-1-1 Center.

i. This Agreement is not a joint contract for operation of law enforcement services under N.J.S.A. 40:48B-1 et seq. or N.J.S.A. 40A:65-1 et seq.

## ARTICLE II DEFINITIONS

2.0 As used in this Agreement the following words and phrases shall have the meanings indicated unless the context clearly requires otherwise:

- a. "PSAP" (Public Safety Answering Point) shall mean the facility housing the equipment and personnel that provide 9-1-1 call answering, processing and dispatching services.
- b. "9-1-1 Services" shall mean those services and equipment to answer 9-1-1 calls on a 24-hours-per-day basis.
- c. "County" shall mean Sussex County.
- d. "9-1-1" shall mean the emergency communications system which connects the public to emergency response.
- e. "Participants" shall mean the parties to this Agreement and such other entities as become parties in the future.
- f. "User Groups" shall consist of:
  1. Law enforcement
  2. Fire
  3. EMS
  4. Emergency Management

**ARTICLE III  
RESPONSIBILITIES OF THE COUNTY**

3.0 The County shall provide a joint PSAP, a joint PSDP 9-1-1 service and service for other Municipalities who may wish to join the service. Said service shall consist of providing dispatching services 24 hours a day, 7 days a week, and 365 days a year during the term of this Agreement and shall include all necessary equipment and software to meet mandates within allotted time frames and authorized extensions thereof based on the population to be served.

3.1 The County shall be solely responsible to coordinate and accomplish any further necessary 9-1-1 telephone conversion, the required phone lines and radio conversion at the location necessary to dispatch through the County's 9-1-1 system. The County will utilize the municipalities existing equipment and infrastructure. In the event the Municipality does not have their own equipment and frequency, the County reserves the right to assign frequencies and call signs.

3.2 The County shall be responsible to supervise and prepare any bids for any further equipment and systems necessary to continue to operate said system and shall be responsible for providing sufficient office space for the equipment and personnel and provide necessary properly trained personnel to fulfill this Agreement. All equipment shall meet the criteria as mandated by the 9-1-1 legislation. The parties acknowledge that the equipment necessary to perform this Agreement is based on the existing 9-1-1 regulations. All equipment furnished by the County to perform this Agreement shall be the sole property of the County during and at the termination of this Agreement.

3.3 All employees necessary to staff and operate the 9-1-1 system shall be trained and employed by the County.

3.4 The County reserves the right at all times to assign call signs and frequencies to the Municipality.

**ARTICLE IV  
RESPONSIBILITIES OF THE MUNICIPALITIES**

4.0 The parties hereto shall adopt the appropriate Resolution pursuant to ~~N.J.S.A. 40A:65-1 et seq. authorizing them to enter into this Agreement and shall be~~ filed with the Division of Local Government Services in the Department of Community Affairs. This Agreement shall become effective for each party upon the passage of the Ordinance or Resolution by its governing body, adopted and approved pursuant to said statute which said Resolution shall authorize the appropriate agent and/or officer of the Municipality and County to execute this Agreement.

4.1 The Municipality shall coordinate and cooperate with the county carrying out all phases of the implementation and fulfillment of this Agreement.

4.2 The Municipality shall cooperate in seeking the approval of the system by the appropriate telephone company, if necessary. Should the system not be approved for any reasons by the appropriate telephone company, this Agreement shall be deemed null and void and have no effect.

4.3 The Municipality shall advise the County of the names and addresses of the telephone companies which service the municipality and the exchanges assigned to it.

4.4 Municipality will provide a base station or repeater site that is capable of providing connectivity to the County 911 Center. The Municipality shall also provide Radio Tie Lines (telephone lines from the PSAP to the Base station or repeater, tower site), equipment at the tower site that was utilized prior to the date of this Agreement including but not limited to, radio equipment, switches, antennas, e-power tower, space rental at the tower site, FCC licenses and cost.

4.5 The Municipality agrees to cause the removal of any physical obstruction that may be erected in the future which may hinder or preclude the efficient performance of this Agreement.

**ARTICLE V  
MUNICIPAL PARTICIPATION**

5.0 Additional Municipalities may join the 9-1-1 system subject to the approval of the County. However, ~~any new Municipalities shall execute an Agreement on the same basic terms and conditions as set forth herein except for fees and charges which will be determined by the County and the new Municipality.~~

**ARTICLE VI  
RESPONSIBILITIES OF THE COUNTY SHERIFF**

6.0 The County Sheriff shall establish uniform rules and regulations for the operation of the 9-1-1 system in accordance with the mandates applicable to said operation and as may be approved by the governing body of the County and any other governmental agency having jurisdiction over same.

**ARTICLE VII  
USER GROUPS**

7.0 There is hereby established four User Groups:

- a. Law Enforcement
- b. Fire
- c. EMS
- d. Emergency Management

7.1 Each participating Municipality shall select one member to serve as a representative in each User Group that participates in the County Consolidate 911 Center.

7.2 Each User Group shall establish By-Laws and meeting schedules.

7.3 Each User Group shall be provided quarterly reports in relation to its use, which shall include total calls related to each specific group.

7.3 Each User Group shall review the effectiveness of the County Consolidated 911 operation in relation to its specific needs on a semi-annual basis and make recommendations to improve the effectiveness of the system in relation to its use, and explore and review new funding sources, methodologies and alternatives for the delivery of services in a more efficient and cost effective manner.

7.4 Each User Group shall submit its semi-annual report to the other User Groups and to the Sussex County Sheriff for his consideration.

**ARTICLE VIII  
INITIAL TERMS AND COMPENSATION**

8.0 The term of this Agreement shall commence on January 1, 2015 and terminate midnight December 31, 2019. Negotiations for a new or extension of this Agreement shall commence no later than July 1, 2019.

8.1 The Municipality shall have the right to declare this Agreement null and void at any time prior to October 1, 2014. If the Municipality determines to terminate this agreement pursuant to this section it shall provide written notice voiding this agreement

to the County by personal delivery, confirmed fax and/or confirmed email by October 1, 2014.

Each Municipality shall pay to the County its share of the costs as provided for in Schedule A, attached hereto, on a quarterly basis payable on February 15, May 15, August 15, and November 15 of each year during the term of this Agreement. The quarterly payments shall be adjusted based upon the annual increases as set forth herein.

Annual increase shall be two percent (2 %) over the prior year's charge commencing January 1 of each year notwithstanding the initial start date of this Agreement.

8.2 Direct Payments shall be made by ACH (Automated Clearing House) on the 15th day of the quarter. The Municipality shall provide a copy of its ACH Origination Agreement with its financial institution within 15 days of the execution of this Agreement.

8.3 Failure of the Municipality to make payments as provided for herein or any other breach of this Agreement by the Municipality which remains uncured more than thirty (30) days after written notice by the County asserting the breach to the Municipality, shall constitute a default under the terms of this Agreement.

In the event there is any dispute on the amount to be paid, the full amount as provided herein shall be paid. However, if through subsequent negotiations or mediation, the amount due shall be determined, agreed or adjudicated to be less than was actually paid, the County shall forthwith repay the excess.

8.4 The parties do hereby agree that each of them shall accept mediation to settle any dispute or questions which may arise between the parties as to the interpretation of the terms of this Agreement or the satisfactory performance of the 9-1-1 system within the Municipality.

#### ARTICLE IX IMMUNITY AND LIABILITY

9.0 By entering into this Agreement, each Municipality does not waive its governmental immunity, nor does it waive any immunity it may be entitled to by operation of law including limitations of damages.

9.1 It is understood and agreed that this Agreement is being made for the benefit of the parties hereto only, and the County shall not be liable for damages except for when the County is found to be negligent by reason of failure to receive or record calls properly or transmit the data required as a result of said calls. The County shall not be liable or responsible for any failure of equipment owned or controlled by the

Municipality, or failure of any transmission due to acts or events beyond the control of the County. The Municipality shall not be liable or responsible for any failure of equipment owned or controlled by the County, or failure of any transmission due to acts or events beyond the control of the Municipality. This Agreement shall not create any liability to any third party, either, against the County or the Municipality and neither shall be liable for any action or inactions of its officials and officers in connection with this Agreement.

9.2 Each party agrees to indemnify, defend and hold harmless the other, its agents, officers, and employees from all claims whatsoever that may arise against the other as a result of the negligent willful or intentional acts or omission of their respective public safety personnel.

#### ARTICLE X FORCE MAJEURE

10.0 If by reason of force majeure either party hereto shall be rendered unable wholly or in part, to carry out the obligations under this Agreement, then such party shall give notice and full particulars of such force majeure in writing to the other party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, as herein after provided, but to no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

10.1 The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, other industrial disturbances, acts of public enemy, order of any kind of the government of the United States, or the State of New Jersey, or any civil or military authority, insurrection, riots, epidemics, or other causes not reasonably within the control of the party claiming such inability.

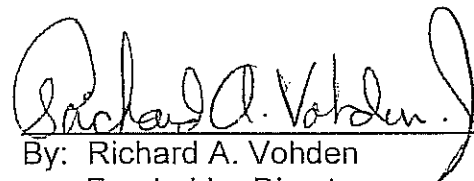
IN WITNESS WHEREOF, the parties have signed or caused to be signed by their authorized officers, this

COUNTY OF SUSSEX

ATTEST:



Catherine M. Williams  
Clerk Pro Temp of the Board

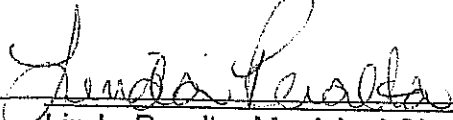


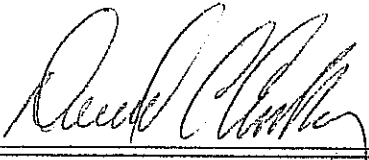
By: Richard A. Vohden  
Freeholder Director

Dated: 10/8/14



TOWNSHIP OF GREEN

  
Linda Peralta, Municipal Clerk

  
By: Daneil Conkling, Mayor

Dated: 9/24/2014

SCHEDULE A

Annual fee for 2015 shall be \$10,320.00:

Quarterly payments shall be \$2,580.00

Annual fee for 2016 shall be \$10,526.00

Quarterly payments shall be \$2,631.50

Annual fee for 2017 shall be \$10,737.00

Quarterly payments shall be \$2,684.25

Annual fee for 2018 shall be \$10,952.00

Quarterly payments shall be \$2,738.00

Annual fee for 2019 shall be \$11,171.00

Quarterly payments shall be \$2,792.75

---

