

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: MARLBORO TWP COUNTY: MON

RECIPIENT: FIRE DIST 2 COUNTY: MON

BRIEF DESCRIPTION OF SERVICE:

<p>COMPUTER AIDED DISPATCH</p>

EFFECTIVE DATE: 12/1/14

EXPIRATION DATE: 11/30/15

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.

RESOLUTION # 2014-384

A RESOLUTION OF THE TOWNSHIP OF MARLBORO IN MONMOUTH COUNTY, NEW JERSEY AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE MARLBORO TOWNSHIP DEPARTMENT OF PUBLIC SAFETY AND MARLBORO FIRE DISTRICT 2 TO PROVIDE COMPUTER AIDED DISPATCH (CAD) -BASED EMERGENCY RECALL SERVICES FOR VOLUNTEER FIREFIGHTERS

WHEREAS, the Township of Marlboro (the "Township") Department of Public Safety, Division of Police currently provides emergency dispatching services for the Township of Marlboro which includes volunteer emergency medical services and the independent fire districts; and

WHEREAS, Marlboro Fire District 2 ("District 2") has requested that the Marlboro Township Department of Public Safety, Division of Police acquire an add-on module to the existing computer aided dispatch software application which provides for automated emergency recall of volunteer firefighters; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (the "Act") permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses; and

WHEREAS, the Township of Marlboro ("Marlboro") and Fire District 2 ("District 2") are public bodies corporate and politic of the State of New Jersey and are authorized under New Jersey Law to enter into a Shared Services Agreement pursuant to the Act; and

WHEREAS, the Township has the facilities to provide computer aided dispatch (CAD)-based emergency recall services for volunteer firefighters; and

WHEREAS, the Township and District 2 have negotiated a Shared Services Agreement, a copy of which is annexed hereto as EXHIBIT A, and the terms of which are incorporated into this resolution as if set forth at length herein; and

WHEREAS, the Marlboro Chief of Police has recommended the proposed agreement as representing the best value and public safety solution for Marlboro taxpayers; and

WHEREAS, the Mayor and Municipal Council have indicated their desire to accept the recommendation of the Chief of Police.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of Marlboro as follows:

1. The above recitals are hereby incorporated into the body of this Resolution as if set forth at length herein.
2. The Shared Services Agreement shall be open to public inspection in the Clerk's office and shall take effect upon the adoption of a resolution and execution of the agreement by both parties.
3. The Mayor and Township Clerk are hereby authorized to execute the Shared Services Agreement annexed hereto as EXHIBIT A.

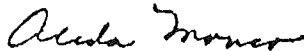
OFFERED BY: MAZZOLA

AYES: 4

SECONDED BY: METZGER

NAYS: 0

ABSENT: LaROCCA



ALIDA MANCO,
MUNICIPAL CLERK

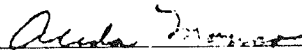


SCOTT METZGER,
COUNCIL PRESIDENT

11/13/14

CERTIFICATION

I hereby certify the above to be a true and exact copy of a Resolution adopted by the Township Council of the Township of Marlboro at a meeting held on 11-13-2014


Township Clerk

PURCHASE ORDER Township of Marlboro

Finance Department
1979 Township Drive
Marlboro, NJ 07746
732-536-0200

THIS P.O.# MUST APPEAR ON ALL
VOUCHERS, CORRESPONDENCE,
INVOICE, SHIPMENTS, ETC.

12499

PO DATE
11/10/2014

CONTRACT NO.

REQ NO.
13200

DEPARTMENT
Central Computer

BLK:

SIGN & RETURN PURCHASE ORDER TO FINANCE

**V
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D
O
R**

145
CODY COMPUTER SERVICES, INC.
1005 E. HIGH STREET
POTTSTOWN PA 19464

**S
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Marlboro Township Police Department
1979 Township Drive
Marlboro NJ 07746

DESCRIPTION / SPECIAL INSTRUCTIONS

Shared Service Agreement Meeting of 11/13/14


Quantity	Unit	ITEM DESCRIPTION	UNIT PRICE	TOTAL
0120125212281	1.000	DATA PROCESSING CONTRACTUAL Rip & Run for CODY Dispatch (Email/Text Messaging)	3454.000	3,454.00
0120125212281	12.000	Maintenance 12/1/2014-11/30/2015	36.458	437.50
Purchase Order Total				3,891.50

NO ORDER VALID UNLESS SIGNED BELOW

Approved for Purchase

Purchasing Agent

Certification of Funds



Finance Office / CFO

DEPARTMENT CERTIFICATION

I having knowledge of the facts certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

Signature **Date**

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

Vendor Sign Here **DATE**

Name (Print or Type)

Approved for payment	Check #
<hr/>	<hr/>
Date	
<hr/>	

**SHARED SERVICES AGREEMENT FOR COMPUTER AIDED DISPATCH (CAD) -
BASED EMERGENCY RECALL SERVICES FOR VOLUNTEER FIREFIGHTERS**

BETWEEN

THE TOWNSHIP OF MARLBORO

AND

MARLBORO FIRE DISTRICT 2

This Agreement is made this 18 day of June, 2014, by and between the Township of Marlboro ("Township"), with its principal place of business at 1979 Township Drive, Marlboro, New Jersey and Marlboro Fire District 2 ("District 2"), with its principal place of business at 94 Route 520, Morganville, New Jersey.

WHEREAS, the Township of Marlboro (the "Township") currently provides emergency dispatching services for the Township of Marlboro which includes volunteer emergency medical services and the independent fire districts; and

WHEREAS, Marlboro Fire District 2 ("District 2") has requested that the Marlboro Township Department of Public Safety, Division of Police acquire an add-on module to the existing computer aided dispatch software application which provides for automated emergency recall of volunteer firefighters; and

WHEREAS, the Township and District 2 desire to enter into a Shared Services Agreement in order for the Township to provide automated computer aided dispatch based emergency recall of volunteer firefighters; and

WHEREAS, the provision of emergency recall services by the Township to District 2 is in the best financial interests of both entities and will enable a more expeditious and uniform recall of volunteer firefighters in the event of an emergency within the District 2 service area; and

WHEREAS, resolutions authorizing this Agreement have been approved and issued by both the Township and District 2;

NOW, THEREFORE, in consideration of the mutual covenants, promises and consideration recited herein, the parties to this Agreement agree as follows:

I. Scope of Services

Automated computer aided dispatch based emergency recall of volunteer firefighters

- A. Purchase of CODY Rip and Run
- B. Provide for annual maintenance
- C. Emergency dispatching utilizing the new software in addition to the current system of emergency tones

II. Contract Term

- A. The term of this Agreement shall commence on or about December 1, 2014 and terminating on November 30, 2015.

III. Contract Amount

- A. In consideration for the services provided pursuant to Section I of this Agreement, Fire District 2 shall pay:
 - (1) Purchase of third party software provided by CODY Rip and Run: \$3,454.00
 - (2) Annual software maintenance: \$437.50
 - (3) Emergency dispatching utilizing the new software: \$0.00
- B. The total amount of \$3,891.50 shall be payable within forty-five (45) days of the date of invoice by the Township.

IV. Termination

- A. This Agreement may be terminated as follows:
 - i. For convenience. By either Party at any time upon twenty-one (21) days written notification to the other party.
 - ii. For cause. By either Party upon ten (10) days written notice to the other Party after the other Party has received such notice specifying the failure

to perform and fails to remedy and cure such failure within ten calendar days (10) of written notification.

iii. By failure to extend this Agreement upon its expiration.

B. As set forth in Section A(ii), above, each Party shall have an additional ten (10) business days to cure any alleged breach after notification of same by the other party. If the cure requires more than ten (10) business days, the Parties shall immediately initiate steps which may be reasonably deemed to be sufficient to cure the alleged breach and thereafter continues and complies with all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

C. Due to the nature of the services to be provided by the Township requiring the provision of software and support by a third party vendor (Cody), no refunds shall be issued upon termination.

V. Dispute Resolution

In the event of a dispute under this Agreement, the parties may enter into mediation proceedings to resolve such dispute, the cost of which shall be borne equally by both parties, and, should mediation not succeed or not be agreed to by both parties, any such dispute shall be heard in a court of competent jurisdiction venued in Monmouth County in the State of New Jersey.

VI. Indemnification

Marlboro Fire District 2 agrees to indemnify, defend and hold harmless the Township of Marlboro, collectively and individually, as well as its agents, servants and employees, for any and all claims, suits, costs, expenses, fees (including legal fees) and from all damages of every kind and description arising out of the performance of this Agreement or related to the performance of the Cody software application as set forth herein. In addition, District 2 agrees to indemnify the Township, collectively and individually, as well as its agents, servants and employees, for any and all claims made by Cody against the Township attributable, in any way, to District 2's failure to perform or fully satisfy the terms of this Agreement, including, but not limited to, damages to Cody resulting from District 2's termination of this Agreement or failure to pay for the services set forth herein.

VII. Designated Contact Persons

- A. Pursuant to N.J.S.A. 40A:65-7, the Township of Marlboro hereby designates the Business Administrator, or his designee, as its contact person as required for all written notices and communications relative to the performance of this Agreement.
- B. Pursuant to N.J.S.A. 40A:65-7, Marlboro Fire District 2 hereby designates Chief Keith Badler as its contact person for all notices and communications relative to the performance of this Agreement.

VIII. Approval of Agreement

This Agreement shall be subject to approval by both the Township of Marlboro and Marlboro Fire District 2 prior to becoming effective.

IX. New Jersey Law

This Agreement shall be construed in accordance with the provisions of the laws of the State of New Jersey.

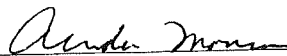
X. Entire Agreement

This Agreement represents and contains the entire terms of the Agreement between the parties, and shall supersede and replace all prior agreements or discussion between the parties regarding the services specified herein. This Agreement may be modified or amended only by written instrument signed by the parties or their authorized agents.

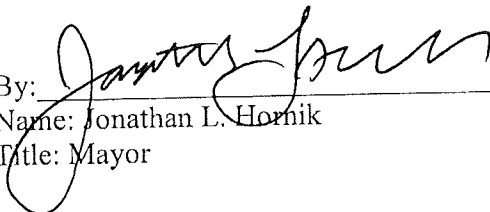
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper officers the day and year first above written.

Attest:

TOWNSHIP OF MARLBORO



By:

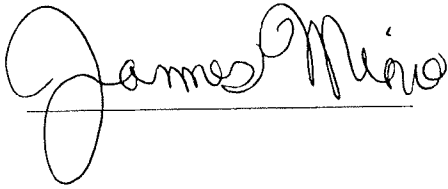


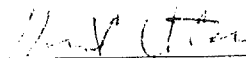
Name: Jonathan L. Hornik
Title: Mayor

Dated:

Attest:

MARLBORO FIRE DISTRICT 2


James Miro

By: 
Name: ROBERT VITALE
Title: CHAIRMAN COMMISSIONER
Dated: 11-17-2014

11/18/14

**RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO.2 MARLBORO TOWNSHIP APPROVING
AND AUTHORIZING EXECUTION OF A JOINT CONTRACT FOR
COMPUTER AIDED DISPATCH SERVICES WITH THE TOWNSHIP
OF MARLBORO**

WHEREAS; N.J.S.A. 40A:65-4.a. provides that the governing body of any local unit may enter into an agreement with any other local unit to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS; The Township of Marlboro provides emergency dispatching services for the Township of Marlboro which include volunteer emergency medical services and the independent fire districts; and

WHEREAS; The Board of Fire Commissioners of Fire District No.2 Marlboro Township desires to enter into a Shared Services Agreement with the Township to provide automated computer aided dispatch of its volunteer firefighters; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Fire Commissioners of Fire District No.2 Marlboro Township that the form of "Shared Services Agreement" annexed hereto and incorporated herein by reference is approved.

BE IT FURTHER RESOLVED that the Chairman and Clerk of the Board are authorized to execute the Shared Services Agreement on behalf of the Board of Fire Commissioners Fire District No.2 Marlboro Township.

Moved by: *Goff*

Seconded by: *Hume*

Roll Call Vote:

Ayes: *5*

Nays: *0*

Absent: *—*

Abstain: *—*

Certified to be a true copy of a Resolution adopted by the Board of Fire Commissioners
Fire District No.2 Marlboro Township on the *12* day of *Nov* 2014.

Clerk

James M. Hume