

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: County of Camden COUNTY: Camden

RECIPIENT: Township of Winslow COUNTY: Camden

BRIEF DESCRIPTION OF SERVICE:

County to assume the Township's
police dispatching

EFFECTIVE DATE: 6-1-2014

EXPIRATION DATE: 5-31-2019

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
BY AND BETWEEN THE COUNTY OF CAMDEN AND
THE TOWNSHIP OF WINSLOW**

THIS DOCUMENT constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq., entered into between the County of Camden, a body politic and corporate of the State of New Jersey with offices located at 520 Market Street, 14th Floor, Camden, New Jersey 08102, (County), and the Township of Winslow, a body politic and corporate of the State of New Jersey with offices located at 125 South Route 73, Braddock, New Jersey 08037 (Township). The date of execution of this Agreement is the 10th day of March, 2014.

WHEREAS, the County has implemented and operated emergency telecommunications and 9-1-1 activities within the County in accordance with the Emergency Telecommunications Services Act (hereinafter "Act"), N.J.S.A. 52:17C-1 et seq, and the rules promulgated thereunder; and

WHEREAS, the Township of Winslow desires that the County assume the Township's police dispatching and telecommunications responsibilities, and to fully integrate the Township into the County's enhanced 9-1-1 Emergency Telecommunications System; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes local units as defined in said Act to enter into joint agreements for the provision of governmental services; and

WHEREAS, the Township wishes to enter into a Shared Services Agreement with the County for the provision of the 9-1-1 emergency telecommunications services required under the Act and its implementing regulations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority by law, the County and Township mutually agree as follows:

- 1. General.** The County shall provide to the Township 9-1-1 emergency telecommunication services required under law and the regulations promulgated thereunder and as more specifically set forth in Paragraph 2 herein, and provide same at no cost to the Township.

2. County's Responsibilities.

- a. **Equipment.** The County shall be responsible for installing (where applicable), operating and maintaining enhanced 9-1-1 emergency telecommunications equipment pursuant to N.J.S.A. 52:17C-8(c) and the standards set forth by the Office of Emergency Telecommunications Services pursuant to N.J.S.A. 52:17C-3.
- b. **Staffing.** The County shall hire ten (10) new Public Safety Telecommunicators (PST) for the transition of the Winslow Township dispatching and 9-1-1 calls into the County system. As part of this transition, the County shall promote members of its existing personnel to positions including, but not limited to one (1) Supervising PST, one (1) Senior PST, and one (1) PST Training Officer.
- c. **Operational Standards.** The County shall operate its 9-1-1 emergency telecommunications system in compliance with the operational standards set forth under law and regulations.
- d. **Record Keeping.** The County Department of Public Safety shall maintain all documents and records of operation as required by the Act and the implementing regulations.

3. Township's Responsibilities.

- a. **Existing Township Property and Facilities Access.** The Township shall allow access to the County to existing facilities/towers that are located on Township owned property for the purpose of operating, maintained and upgrading the County 9-1-1 emergency telecommunications system on a Township and Countywide basis. Specifically, the Township shall permit the County to continue to access the communications tower on the property of the Winslow Township Police Department, 125 South Route 73, Braddock, NJ 08037.
- b. **Upgrades to Township Property and Facilities.** The Township shall permit the County to construct, install, and thereafter, access, operate and maintain new facilities which will exist on facilities that are located on Township owned property for the purpose of operating, maintained and upgrading the County 9-1-1 emergency telecommunications system on a Township and Countywide basis. This shall include, but not be limited to, the Township permitting the County to construct, install and thereafter, access, operate and maintain new equipment on the Township's water tower property, located at 700 Chews Landing Road, Sicklerville, NJ 08081. Additional upgrades to other Township property and/or facilities shall be agreed to, in writing, between the parties.

- c. **County Access, Maintenance, Upgrade and Use of System.** In the event this Agreement for the provision of the County 9-1-1 telecommunications system is terminated in accordance with the provisions as set forth herein, or expires at the end of a given term, the Township shall continue to permit access to the County to Township property and facilities as described herein and as may be constructed and/or installed under the terms of this Agreement, for the purpose of operating and maintaining same as part of the Countywide system.

4. Employment. The Township shall not be deemed to be the employer of the County and, as such, shall not be responsible for compensation, insurance, performance of work or the like.

5. Term and Effective Date. This Agreement shall have a term of five (5) years. It shall take effect on June 1, 2014 and shall continue in full force and effect until May 31, 2019. This Agreement may be renewed for two (2) additional five (5) year options by the written mutual consent of the parties, as well the formal approval of the governing bodies of same.

6. Termination. The Township may terminate this Agreement upon one (1) year advance written notice to the County. During said one (1) year period, the parties will continue to perform their obligations and duties as set forth in the terms and conditions of this Agreement. As indicated in Section 3(c) of this Agreement, the Township's withdrawal by termination from the County 9-1-1 emergency telecommunications system shall not affect the right of access of the County to Township property and facilities as described herein and as may be constructed and/or installed under the terms of this Agreement, for the purpose of operating and maintaining same as part of the Countywide system.

7. County Equipment and Township Property. Any equipment or facilities constructed and installed by the County under the terms of this Agreement shall be the property of the County. Except as otherwise agreed to in writing between the parties, neither the expiration nor termination of this Agreement shall affect the right of ownership by or access of the County to County constructed and installed facilities as described herein, for the purpose of operating and maintaining same as part of the Countywide system. Similarly, this Agreement shall give no right of ownership in fee to any Township owned property during or after the termination or expiration of this Agreement.

8. Insurance. The Parties shall provide and maintain during the term of this agreement adequate insurance coverage for the property and services as described herein. Said insurance shall include general liability and workers compensation insurance.

9. Mutual Indemnification. The County shall indemnify, hold harmless and defend the Township from all claims and lawsuits arising from negligence on the part of the County and its employees. Similarly, the Township will reciprocate as a result of acts of negligence performed by the Township and its employees.

10. Modifications and Alterations. It is understood and agreed by and between the parties that this Agreement contains the sole agreement between the parties and that no modifications or alterations hereto shall become effective unless in writing and signed with the same formality as this Agreement.

11. Applicable Law. Each party shall comply with all applicable laws pertaining to the services described in this Agreement, including, without limitation the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.)

12. Choice of Law. Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. Entire Agreement. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing that is signed by all of the parties hereto.


14. Severability. If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

15. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

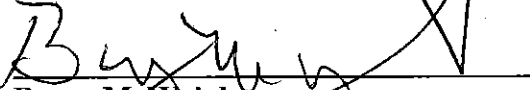
16. Counsel Approval. The parties acknowledge that this Agreement has been approved in form, content and legality, by the respective solicitors for County and Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers and their corporate seals to be hereto affixed, as of the day and year first above written.

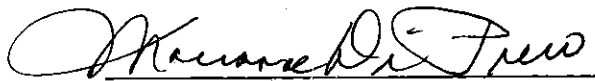
ATTEST:


Deborah A. Iannaco, RMC
Township Clerk

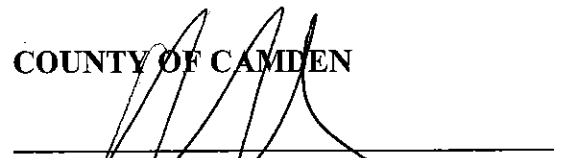
TOWNSHIP OF WINSLOW


Barry M. Wright
Mayor of Winslow Township

ATTEST:


Marianne DiPiero, Clerk of the
Board of Chosen Freeholders

COUNTY OF CAMDEN


Ross G. Angilella, County Administrator

**TOWNSHIP OF WINSLOW
COUNTY OF CAMDEN
STATE OF NEW JERSEY**

**RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICES
AGREEMENT FOR POLICE DISPATCHING AND EMERGENCY
COMMUNICATION SERVICES BETWEEN THE COUNTY OF CAMDEN AND
TOWNSHIP OF WINSLOW**

WHEREAS, the Township of Winslow desires to contract with the County of Camden for the provision of emergency and police dispatch services;

WHEREAS, the dispatching services provided by the County of Camden include functioning as an answering and/or dispatch point for all police, fire and emergency medical service requests, serving as Public Safety Answering Point ("PSAP") under State law governing emergency telecommunication services, and performing as a centralized point for command and control during emergency situations;

WHEREAS, the term of the proposed contract entitled, "Shared Services Agreement by and between the County of Camden and Township of Winslow," (Exhibit "A") shall be for a five year term commencing June 1, 2014, which two additional five year options; and

WHEREAS, the provision of emergency and police dispatch services by the County of Camden shall be at no charge to the Township of Winslow.

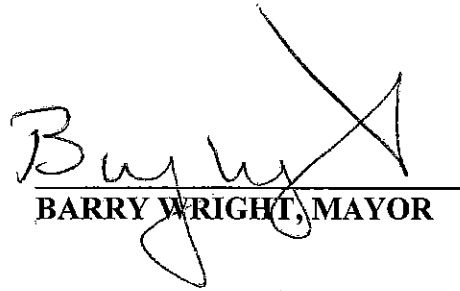
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Winslow, that the aforesaid Shared Services Agreement by and between the County of Camden and Township of Winslow is hereby authorized and approved; and

R-2014- 098

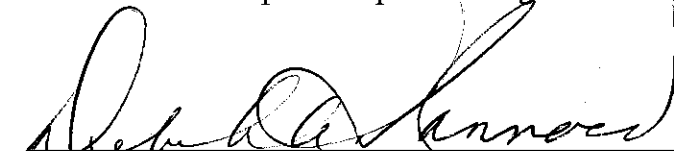
BE IT FURTHER RESOLVED that the Mayor of Winslow Township is hereby authorized to execute the Agreement in substantially the form attached to this Resolution subject to the approval by the Township Solicitor.

Adopted: February 25, 2014


**DEBORAH A, IANNACO, RMC,
MUNICIPAL CLERK**


BARRY WRIGHT, MAYOR

Certified to be a true copy of a Resolution adopted by the Mayor and Township Committee of the Township of Winslow at a regularly scheduled meeting on February 25, 2014 at the Winslow Township Municipal Building.


**DEBORAH A. IANNACO, RMC
MUNICIPAL CLERK**

Dated: 3/4/2014

EXHIBIT "A"
SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF CAMDEN
AND TOWNSHIP OF WINSLOW