

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Board of Chosen Freeholders COUNTY: Burlington

RECIPIENT: Bordentown City COUNTY: Burlington

BRIEF DESCRIPTION OF SERVICE:

Dispatch of Central Communications and 911 Calls through Burlington County Department of Public Safety

EFFECTIVE DATE: January 22, 2014

EXPIRATION DATE: July 31, 2018

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.

CITY OF BORDENTOWN

RESOLUTION 2014-80

AUTHORIZING AGREEMENT WITH THE COUNTY OF BURLINGTON BOARD OF CHOSEN FREEHOLDERS FOR SHARED SERVICES OF CENTRAL COMMUNICATIONS/"911" CALLS

WHEREAS, the Board of Commissioners of the City of Bordentown wishes to continue its shared service with the County of Burlington Board of Chosen Freeholders to allow for the routing of Central Communications and "911" calls through the County's Office of Public Safety Services through the Burlington County Office of Emergency Management; and

WHEREAS, the Board of Commissioners feels this shared service will serve as a continued cost savings measure to the City of Bordentown; and

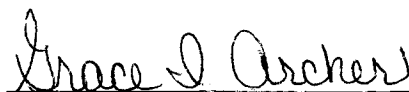
WHEREAS, extra jurisdictional sharing of resources and capabilities is the most efficient and effective use of law enforcement and emergency personnel assets to protect life and property, enforce the law and maintain the peace; and

WHEREAS, the County and the City of Bordentown are authorized by the "Shared Services Act", N.J.S. 40A:65-4, et seq to enter into any contract with joint provision of any service which any party to the agreement is authorized to render within its own jurisdiction;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Bordentown, State of New Jersey as follows:

- A. That the City of Bordentown is hereby authorized and directed to enter into a Shared Services Agreement for Central Communications/"911" Calls through the County's Office of Public Safety Services, Office of Emergency Management, a copy of which is attached hereto and made part hereof, on the terms and conditions contained herein.
- B. That Joseph R. Malone III, Mayor of the City of Bordentown, is hereby authorized and directed to execute said Shared Services Agreement with Burlington County Board of Chosen Freeholders on behalf of the City of Bordentown.
- C. That the City Clerk is hereby authorized and directed to forthwith file a certified copy of this Resolution and an executed copy of the Agreement with the Burlington County Department of Public Safety Office.

I hereby certify that the foregoing Resolution was duly adopted by the Board of Commissioners of the City of Bordentown at a regular meeting conducted on the 9th day of June 2014.



Grace I. Archer, RMC

City Clerk

Res. # 2013-00204
DATE: May 22, 2013
AMENDMENT
Res. # 2014-00024
DATE: January 22, 2014

SHARED SERVICES AGREEMENT
BETWEEN
THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON
AND
City of Bordentown

THIS AGREEMENT made this 22nd day of January, 2014, by and between the Board of Chosen Freeholders of the COUNTY OF BURLINGTON, a body corporate and politic of the State of New Jersey, having its principal offices located at 49 Rancocas Road, Mount Holly, NJ (hereinafter referred to as "County") and the City of Bordentown, in the County of Burlington, a municipal corporation of the State of New Jersey, having its principal offices located at 324 Farnsworth Ave, Bordentown, Burlington County, New Jersey 08505 (hereinafter referred to as "Entity"); and

WITNESSETH:

WHEREAS, the County has been requested by the Entity to assume responsibility for Entity's Central Communications/911" calls through Burlington County, Public Safety Department, Division of Central Communications; and

WHEREAS, the County has determined that providing such services to Entity (as well as other Townships and Municipalities throughout the County) will serve as a cost savings measure through this cost sharing arrangement between County and Entity; and

WHEREAS, the County believes that providing this service to Entity will result in no detriment to the County Central Communications system and will ultimately provide a benefit to all residents of Burlington County; and

WHEREAS, such accommodation can be made to Entity pursuant to these specific terms and conditions of this Agreement for a period to expire July 31, 2018; and

WHEREAS, it is the desire of the Entity and the County to enter into this agreement in order to clearly define the responsibilities and obligations of the County and the Entity in connection with the project;

WHEREAS, in order to facilitate such Agreement and allow such use, the County received the approval of Entity's participation in this Shared Services Agreement through passage of Entity Resolution # 2014-80 as authorization by Entity on June 9, 2014 (attached as Schedule "A").

WHEREAS, the Entity has agreed to provide all indemnification and insurance requirements as requested by the County; and

WHEREAS, the County has consented to participate in this Shared Services Agreement as evidenced by the Freeholder Board's adoption of Resolution No. 2013-00204 as dated May 22, 2013 and Resolution #00024-2014 as dated January 22, 2014 attached hereto as Schedule "B";

NOW, THEREFORE, and in consideration the County and the Entity agree as follows:

ENTITY RESPONSIBILITIES AND OBLIGATIONS

1. Entity shall provide all information and technological services to County as requested by County in order to facilitate a smooth transition of services from Entity to County.
2. Entity shall, upon request by County, provide at no charge needed facility space (within Entity's borders) to County, on an "as needed" basis, should County decide to rotate amongst facilities for any County need, training, or other exercise purposes.
 - a. Entity shall, upon request by County, provide at no charge appropriate space on any Entity facility (i.e. roof, co-location on existing tower, water tower, etc.) for

location of County equipment (i.e. antennae, dish, etc.) and/or provision of vacant space for construction by County of any needed tower, equipment, dish, etc. Provision of such space shall be made by Entity to County at no cost to County.

3. Entity shall provide such services, on an "as needed" basis to County at no additional cost or expense pursuant to this Agreement.

4. Entity shall indemnify and hold harmless the County from any and all claim, liability or loss suffered by Entity or by County or by third persons arising as a result of the implementation of the County assuming responsibility of Entity's Central Communications/911 calls including but not limited to reasonable attorneys fees and court costs provided that such claim, liability or loss does not result from the negligent nor tortuous acts or omissions of the County, or its employees, agents or subcontractors.

5. Entity shall provide proof of commercial/general liability showing the limits of Entity's insurance. Such certificate shall be issued to the Burlington County Risk Manager at 49 Rancocas Road, P.O. Box 6000, Mount Holly, New Jersey 08060.

6. The parties hereto may modify and/or amend the obligations and duties set forth in this agreement, by mutual consent, set down in writing and executed by both parties.

B. COUNTY RESPONSIBILITIES AND OBLIGATIONS

The County agrees to:

1. Take any and all actions necessary to assist Township with implementation of the referenced Shared Services Agreement.

2. The County agrees to provide to the Entity routing of Central Communications/911 calls through the County's Office of Public Safety Services which processes shall be coordinated between the parties.

3. The parties hereto may modify and/or amend all obligations and duties set forth in this agreement, by mutual consent, set down in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed, attested and sealed by their respective and duly authorized officials on the date and year first written above.

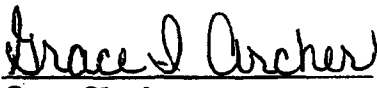
(SEAL)

Attest: 
Paul Drayton
County Administrator

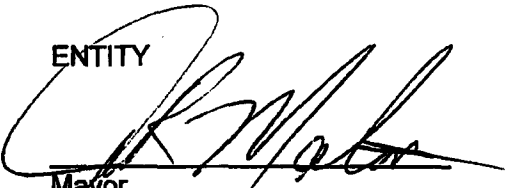
BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON

By: 
Bruce D. Garganio
Freeholder Director

(SEAL)

Attest: 
City Clerk
Grace I. Archer, RMC

ENTITY

By: 
Mayor
Joseph R. Malone III

STATE OF NEW JERSEY)

COUNTY OF BURLINGTON)

BE IT REMEMBERED, that on this 10th day of June, 2014 before me the subscriber, personally appeared Grace I. Archer, by me duly sworn on his/her oath depose and make proof to my satisfaction, that he/she is the Clerk/Administrator of the Entity in the County of Burlington, the Entity named in the within instrument; that Grace I. Archer is the Clerk/Administrator of said Entity; that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the Council of said Entity; that deponent well knows the official seal of said Entity; and the official seal affixed to said instrument signed and delivered by said Clerk/Administrator, as and for his/her voluntary act and deed and as for the voluntary act and deed of said Entity, in presence of deponent, who thereupon subscribed her name thereto as witness.

Grace I Archer

Entity Clerk/Administrator

Sworn and Subscribed to

Before me this 10th day

of June 2014.

Jennifer M Ficarotta
JENNIFER M. FICAROTTA
Notary Public of New Jersey
My Commission Expires 6-27-2017

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the polici(es) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Bucklewo Companies, I MEL/JIF Underwriting Unit 9 Campus Drive, Suite 16 Parsippany, NJ 07054	CONTACT NAME: MEL Underwriting Service Center
	PHONE (A/C, No Ext): _____ FAX (A/C, No Ext): (732) 736-5274
	EMAIL ADDRESS: MELUnderwritingSvcCntr@connerstrong.com
INSURERS AFFORDING COVERAGE	
INSURED City of Bordentown 324 Farnsworth Avenue Bordentown, NJ 08505	INSURER A: BURLINGTON COUNTY MUNICIPAL JOINT INSURANCE FU
	INSURER B: MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC	Y	BUR141101-91	1/1/2014	1/1/2015	EACH OCCURRENCE	\$ 300,000
						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$
						MED. EXP. (Any one person)	\$
						PERSONAL & ADV. INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS-COMP/OP AGG.	\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/>	N	BUR141101-91	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (EA accident)	\$ 300,000
						BODILY INJURY (Per Person)	\$
						BODILY INJURY (Per Accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	MEL01140187	1/1/2014	1/1/2015	EACH OCCURRENCE	\$ 4,700,000
						AGGREGATE	\$ 4,700,000
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under _____ DESCRIPTION OF OPERATIONS below	N/A	BUR141101-91	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 2,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 2,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required)

ANY ALTERATIONS WILL VOID THIS CERTIFICATE.

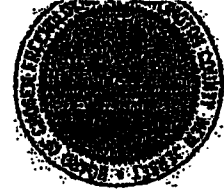
Certificate holder is included as "additional insured", ATIMA, for General Liability and Excess Liability pursuant to the terms, conditions, limitations, and exclusions of the JIF Casualty Insurance Policy (but only as respects to the sole negligence of the Insured) Shared Services Agreement with Burlington County Board of Chosen Freeholders for Central Communications/911 calls through the County's office of Public Safety Services.

CERTIFICATE HOLDER

CANCELLATION

Burlington County Board of Chosen Freeholders 49 Rancocas Rd. PO Box 6000 Mt. Holly, NJ 08060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Board of Chosen Freeholders
County of Burlington



OFFICE OF THE
 BURLINGTON COUNTY FREEHOLDERS

Joseph B. Donnelly
 Leah Arter
 Aimee Belgard
 Joseph Howarth
 Joanne Schwartz

P.O. BOX 6000
 MOUNT HOLLY, New Jersey
 08060-6000

Paul Drayton, Jr.
 County Administrator /
 Board Clerk
 609-265-5020
 Fax: 609-702-7000

AGENDA, REGULAR MEETING, BOARD OF CHOSEN FREEHOLDERS, COUNTY OF BURLINGTON

Date: May 22, 2013 - 7:00 PM
 Location: County Administration Building
 Freeholder's Board Room
 49 Rancocas Road
 Mt. Holly, NJ 08060

Agenda: SHARED SERVICES AGREEMENT WITH VARIOUS BURLINGTON COUNTY MUNICIPALITIES TO ALLOW FOR ROUTING OF CENTRAL COMMUNICATIONS AND "911" CALLS THROUGH THE THE OFFICE OF EMERGENCY MANAGEMENT WHICH SERVICES ARE PAID FOR AND ADMINISTERED BY THE COUNTY FOR THE PERIOD JULY 1, 2013 THROUGH JULY 31, 2015 FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CENTRAL COMMUNICATIONS

Official Resolution#		2013-00204						
Meeting Date		05/22/2013						
Introduced Date		05/22/2013						
Adopted Date		05/22/2013						
Agenda Item		j-10						
CAF #								
Purchase Req. #								
Result		Adopted						
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.	
Donnelly	✓				✓			
Arter	✓		✓		✓			
Belgard	✓				✓			
Howarth	✓			✓	✓			
Schwartz	✓				✓			

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, NJ AT THE MEETING REFERENCED THEREON

Paul Drayton

CLERK OF THE BOARD

WHEREAS, the Burlington County Board of Chosen Freeholders (hereinafter the "Board") recognizes the need to provide residents of the County and its various townships with appropriate cost savings measures and opportunities for the benefit of all residents of the County; and

WHEREAS, a number of municipalities, townships and boroughs within the County (hereinafter "Entity" or "Entities") have requested that Burlington County, through the Burlington County Department of Public Safety, Division of Central Communications, allow for routing of Central Communications and "911" calls through the Burlington County Office of Emergency Management which services are paid for and administered by Burlington County; and

WHEREAS, a number of entities have availed themselves of the opportunity of utilization of these services for a number of years; and

WHEREAS, additional entities have requested to be included within this Central Communications service whereby the Board deems it advantageous to now memorialize the specific terms and conditions of such shared services agreement between the County and the entities availing themselves of this service; and

WHEREAS, the County and the entity would maintain the mutual responsibilities as detailed in the attached Shared Services Agreement between the parties for the period of July 1, 2013 to July 31, 2015; and

WHEREAS, the County evidences its desire to enter into such Agreement through passage of this resolution; and

WHEREAS, the entities will evidence their desire to enter into such Agreement through passage of an appropriate resolution or ordinance on or before commencement of the Shared Services Agreement with the County and the entity; and

WHEREAS, the County and the entity are authorized by the "Shared Services Act", N.J.S. 40A:65-4, et seq. to enter into any contact with joint provision of any service which any party to the agreement is authorized to render within its own jurisdiction; and

Introduced on: May 22, 2013
Adopted on: May 22, 2013
Official Resolution#: 2013-00204