

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Sussex County COUNTY: _____

RECIPIENT: Hampton Twp. COUNTY: Sussex

BRIEF DESCRIPTION OF SERVICE:

Enhanced 911 dispatch services

EFFECTIVE DATE: 1/1/2015

EXPIRATION DATE: 12/31/19

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.

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 HAMPTON
A Municipal Corporation
With offices located at
1 Rumsey Way
Newton, New Jersey 07860

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

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 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**

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.

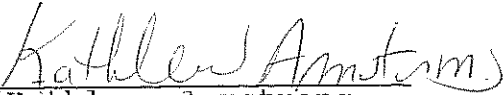
In the event there is any dispute on the amount to be paid, the full amount as provided herein shall be paid. However, if through subsequent negotiations or mediation, the amount due shall be determined, agreed or adjudicated to be less than was actually paid, the County shall forthwith repay the excess.

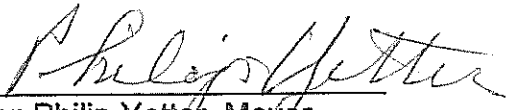
8.4 The parties do hereby agree that each of them shall accept mediation to settle any dispute or questions which may arise between the parties as to the interpretation of the terms of this Agreement or the satisfactory performance of the 9-1-1 system within the Municipality.

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


By: Kathleen Armstrong,
Municipal Clerk


By: Philip Yetter, Mayor

SCHEDULE A

Annual fee for 2015 shall be \$13,590.00:

Quarterly payments shall be \$3,397.50

Annual fee for 2016 shall be \$13,861.80.00

Quarterly payments shall be \$3,465.45

Annual fee for 2017 shall be \$14,139.04

Quarterly payments shall be \$3,534.76

Annual fee for 2018 shall be \$14,421.84

Quarterly payments shall be \$3,605.46

Annual fee for 2019 shall be \$14,710.25

Quarterly payments shall be \$3,677.56

**HAMPTON TOWNSHIP RESOLUTION AUTHORIZING SHARED SERVICE
AGREEMENT WITH SUSSEX COUNTY, STATED OF NEW JERSEY
FOR SHARED USE OF
EMERGENCY DISPATCH SERVICES**

WHEREAS, the Township of Hampton is in need of emergency dispatch services to provide 911 and other emergency services to its residents; and

WHEREAS, the County of Sussex has a qualified emergency dispatch service capable of providing services aforesaid to the Township of; and

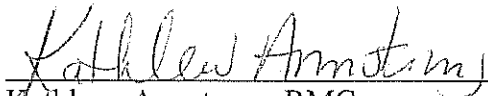
WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A: 65-1 authorizes joint activities among public entities and was enacted with the intent to facilitate and promote Interlocal Shared Agreements; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Hampton Township Committee that the attached form of agreement between the County of Sussex and the Township Hampton, for providing Shared Services in the form of emergency dispatch services is hereby authorized for a period of five years as contained therein, and the Mayor and the Township Clerk are hereby authorized to sign the same.

CERTIFICATION

I hereby certify that the above Resolution was adopted by the Township Committee at their regular meeting held August 26, 2014 at the Hampton Township Municipal Building, Baleville, Sussex County, New Jersey.

Date: 8/26/14


Kathleen Armstrong, RMC
Township Clerk

RESOLUTION RE: AUTHORIZING THE COUNTY OF SUSSEX TO ENTER INTO A SHARED SERVICES AGREEMENT WITH HAMPTON TOWNSHIP FOR THE PROVISION OF 9-1-1 SYSTEM MANAGEMENT THROUGH THE COUNTY OF SUSSEX IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 40A:65-1 ET SEQ. AND N.J.S.A. 40A:11-10 ET SEQ.

WHEREAS, the County of Sussex desires to work with various municipalities in order to realize mutual cost savings through joint agreements for the 9-1-1 system management; and

WHEREAS, the County of Sussex is willing to provide such 9-1-1 system management on the same basis as 9-1-1 system management are provided in the County of Sussex if it is compensated for the cost of such services; and

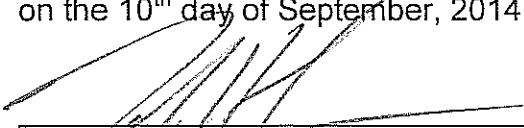
WHEREAS, Hampton Township and the County of Sussex have arrived at an understanding regarding the provision of 9-1-1 system management by the County of Sussex to the Hampton Township for a period of five years, and this understanding has been embodied in a Shared Services Agreement; and

WHEREAS, the parties have the authority to enter into the attached Agreement under the Shared Services Act N.J.S.A. 40A:65-1 et seq., and the Local Public Contracts Law N.J.S.A. 40A:11-10 et seq.; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex, State of New Jersey, authorizes the execution of the Agreement, which shall be accepted by the County for the provision of 9-1-1 system management to Hampton Township, State of New Jersey; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution and Agreement shall be forwarded to the Clerk of Hampton Township, 1 Rumsey Way, Newton, NJ 07860; and a certified copy is available in On-Base.

Certified as a true copy of the Resolution adopted by the Board of Chosen Freeholders on the 10th day of September, 2014.



John H. Eskilson, Clerk
Board of Chosen Freeholders
County of Sussex

RECORD OF VOTE						
FREEHOLDER	AYE	NAY	ABST	ABS	MOVE	SEC
Crabb	/				/	
Graham	/					/
Mudrick	/					
Phoebus	/					
Vohden	/					

ABST -- Abstain
MOVE -- Resolution Moved

ABS -- Absent
SEC -- Resolution Seconded