

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Morris County COUNTY: Morris

RECIPIENT: Township of Denville COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

9-1-1 emergency medical pre-arrival instruction services

EFFECTIVE DATE: 01/01/2018

EXPIRATION DATE: none

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

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.

**Board of Chosen Freeholders
Morris County, New Jersey**

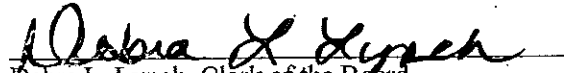
Resolution No. 7

Adopted: January 10, 2018

BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Morris in the State of New Jersey as follows:

1. The Director of the Board of Chosen Freeholders is hereby authorized to sign and execute an interlocal services agreement for emergency medical pre-arrival instruction services provided by the County's Communication Division to Denville Township in accordance with the terms of the agreement, a copy of which is on file in the Office of the Department of Law and Public Safety and made a part hereof by reference.
2. This resolution shall take effect in accordance with the law.

I hereby certify the above to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Morris at a regular meeting on January 10, 2018.


Debra L. Lynch, Clerk of the Board

SERVICE AGREEMENT
FOR
EMERGENCY MEDICAL PRE-ARRIVAL
INSTRUCTION 9-1-1 PHONE SERVICES

THIS CONTRACT, made and entered into this 10th day of JANUARY 2018 by and between the County of Morris (hereinafter "**County**") and Denville Township (hereinafter "**Municipality**")

WITNESSETH

WHEREAS, the **Municipality** has a need for 9-1-1 emergency medical pre-arrival instruction services and the **County** has the ability to make the service available, on terms set forth, in consideration of payment as herein provided:

NOW, THEREFORE, it is understood and agreed as follows:

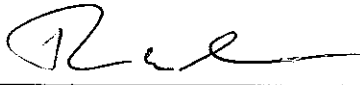
1. The **County** shall provide the following services to the **Municipality** in a continuous, 24-hour per day basis commencing **January 1, 2018** and continuing throughout the term of this agreement:
 - (a) Accept and process emergency 9-1-1 medical calls received by Denville Township and provide emergency medical pre-arrival instructions.
2. The services listed in paragraph 1 hereof shall be performed by personnel to be hired, paid, and supervised by the Department of Law & Public Safety of the **County** and using physical facilities of the **County**.
3. The **Municipality** agrees to pay the **County** an annual contract amount of \$5,500.00.
4. This agreement shall take effect on **January, 2018** and remain in effect after execution unless terminated by either party. Either party may terminate this Agreement by providing sixty (60) days written notice to the other party.
5. Payments to be made to the **County** by the **Municipality**, under paragraph 3 of this agreement, shall be made at such time as is agreed upon by the chief fiscal officers of the parties hereto, consistent with statutory and other legal requirements. If there is no agreement between the chief fiscal officers within 90 days of the date of this agreement, or if payment is not made by the municipality within 60 days of the agreed upon date for any payment by the municipality, the County reserves the right, and may terminate services under this agreement.
6. This agreement is entered into pursuant to the provisions of N.J.S.A. 40A:65-1 et seq. (Shared Services and Consolidation) and it is the intent of the parties hereto that the provisions hereof shall be construed to give full effect to the legislative intent expressed therein.
7. In addition to the other rights and remedies of the parties herein, the Township of Denville agrees to indemnify and hold harmless the County of Morris, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Township of Denville's personnel


arising out of this Agreement or any of the obligations assumed by the Township of Denville hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Township of Denville is solely or jointly responsible for such liability. In the event it is determined by a Court that the Township of Denville Township of Denville is not solely responsible for said liability, then the Township of Denville liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Township of Denville. The Township of Denville, upon notice from the County, shall resist and defend, at the expense of the Township of Denville, such action or proceeding with counsel reasonably satisfactory to the County. In addition, at its option, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Township of Denville's obligation under this paragraph. In addition to the other rights and remedies of the parties herein, the County agrees to indemnify and hold harmless the Township of Denville, including its officers, trustees, employees, volunteers and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the County arising out of this agreement or any of the obligations assumed by the County hereunder, provided it is determined by a Court having the appropriate jurisdiction that the County is solely or jointly responsible for such liability. In the event it is determined by court that the County is not solely responsible for said liability, then the County's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the County. The County, upon notice from the Township of Denville, shall resist and defend, at the expense of the County, such action or proceeding with counsel reasonably satisfactory to the Township of Denville. In addition, at its option, the Township of Denville may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the County's obligation under this paragraph.

8. The **Municipality** agrees (a) that the law of the State of New Jersey shall be the operative law in this agreement and in any subsequent contract or any related matters; and (b) that the **Municipality** submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this agreement or any subsequent contract based on this agreement. This provision shall govern in spite of language to the contrary in any submitted proposal, supporting documentation or contract language submitted with or subsequent to the agreement.
9. At the conclusion of the agreement the **County** and **Municipality** will review the existing agreement and determine if any revisions are necessary.

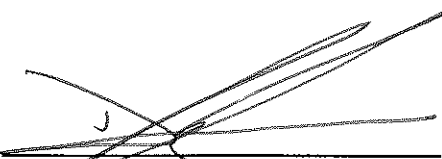
IN WITNESS THEREOF, the parties hereto have caused their authorized officials to affix their signatures and proper corporate seals, the day and year first written above.

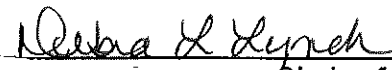
FOR: Township of Denville

BY: 
Mayor

ATTEST: 
Township
Clerk

FOR: COUNTY OF MORRIS

BY: 
Board of Chosen
Freeholders

ATTEST: 
Clerk of the
Board of Chosen Freeholders
Debra L. Lynch

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF DENVILLE AND THE COUNTY OF MORRIS

WHEREAS, the Township of Denville and the County of Morris desire to enter into a shared services agreement for the purpose of providing emergency medical pre-arrival instruction 9-1-1 phone services; and

WHEREAS, municipalities are permitted to enter into such agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A 40A:65-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris and State of New Jersey, as follows:

1. That the Mayor and Municipal Clerk are hereby authorized to execute the shared services agreement entitled "Services Agreement for Emergency Medical Pre-Arrival Instruction 9-1-1 Services".
2. A copy of the shared services agreement is on file in the office of the Municipal Clerk for inspection by the public.
3. A copy of the shared services agreement shall be filed, for information purposes, with the Department of Community Affairs, Division of Local Government Services, pursuant to rules and regulations promulgated by the Director.

This resolution shall take effect immediately.

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on December 19, 2017.

12/20/2017
Certification Date

Kathryn Bowditch-Leon
Kathryn Bowditch-Leon, RMC
Municipal Clerk