

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: County of Union COUNTY: Union

RECIPIENT: Township of Cranford COUNTY: Union

BRIEF DESCRIPTION OF SERVICE:

shared services agreement
Emergency Dispatching Services

EFFECTIVE DATE: July 31, 2018

EXPIRATION DATE: Dec. 31, 2022

Please submit this cover sheet with shared service agreement either via email to EKG@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.

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

RESOLUTION NO. 2018-234

**A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF CRANFORD AND THE COUNTY OF UNION FOR
EMERGENCY DISPATCHING SERVICES**

BE IT RESOLVED by the Township Committee of the Township of Cranford that the Mayor and Township Clerk are hereby authorized to enter into a shared services agreement for the operation of Emergency Dispatching Services with the County of Union.

Certified to be a true copy of a resolution adopted by the Township Committee of Cranford at a meeting held June 26, 2018.



Patricia Donahue, RMC
Township Clerk

Dated:

June 26, 2018

AGREEMENT
FOR THE OPERATION OF EMERGENCY DISPATCHING SERVICES
BETWEEN THE COUNTY OF UNION
AND
THE TOWNSHIP OF CRANFORD

THIS AGREEMENT, made and executed this 31st day of July, 2018 is entered into by and between the **COUNTY OF UNION**, a body politic of the State of New Jersey, located at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 ("County") and the **TOWNSHIP OF CRANFORD**, a body politic of the State of New Jersey, located at 8 Springfield Avenue, Cranford, New Jersey 07016 ("Cranford"), collectively referred to as the "Parties".

WHEREAS, Cranford has expressed an interest in joining the County to establish a shared dispatching service; and

WHEREAS, pursuant to the proposed arrangement the County would serve as Cranford's 9-1-1 public safety answering point; and

WHEREAS, both parties acknowledge that the implementation of a shared dispatch service requires the decommissioning of Cranford's current 9-1-1 system and modification of Cranford's 9-1-1 plan with the State 9-1-1 Office; and

WHEREAS, the purpose of this Shared Services Agreement is to establish a program for the shared dispatching services and to set forth the responsibilities of the Parties under this Agreement.

Now in consideration of the mutual covenants and agreements, the parties do hereby agree as follows:

I. COUNTY OBLIGATIONS:

- 1) The County's Police Dispatching Center shall serve as Cranford's 9-1-1 public safety answering center and shall assume the responsibility of determining the location of 9-1-1 callers within Cranford.
- 2) The County shall maintain ownership to the County's Police Dispatch Center, including work stations, computers and telephone systems. The County shall operate and maintain all equipment located in the County's Police Dispatch Center.

- 3) The County shall be responsible for the maintenance of County-owned software and systems.
- 4) The County, in its sole discretion, may hire additional staff as may be necessary to address the additional responsibilities.
- 5) All of the costs of the services identified as the County's Obligation in this Section shall be at the County's sole cost.
- 6) All of the services to be rendered by the County shall be performed using its best efforts so that emergency 9-1-1 call processing services are reasonably maintained for Cranford.

II. CRANFORD OBLIGATIONS:

- 1) Cranford shall be responsible for the maintenance costs of Cranford-owned software and hardware used by Cranford's personnel.
- 2) Cranford shall be responsible for any changes to their existing systems that may be required to assure that all of Cranford's emergency 9-1-1 technology is directed to the County's Police Dispatch Center and is compatible with the County's system.
- 3) Cranford shall be responsible to pay the County the following amounts under the terms of this Agreement:
 - 2018 – Amount not to exceed \$9,804.00
 - 2019 – Amount not to exceed \$10,000.00
 - 2020 – Amount not to exceed \$10,200.00
 - 2021 – Amount not to exceed \$10,404.00
 - 2022 – Amount not to exceed \$10,612.00

Under this Agreement, the total amount due by Cranford to the County shall not exceed \$51,020.00 for the entire term of this Agreement.

- 4) Payment, pursuant to Section II of this Agreement, shall be made by Cranford quarterly, with the first payment due on or before the first day of the fourth month following the commencement of the agreement. For example, if the Agreement commences on –May 1, 2018, the first quarterly payment shall be due from Cranford to the County on or before September 1, 2018.

III. GENERAL TERMS:

- 1) This Agreement shall commence on May 1, 2018 and continue through December 31, 2022.
- 2) Either party may terminate this Agreement at any time upon giving at least six (6) months' written notice to the other Party unless the Parties mutually agree in writing to a shorter time period.
- 3) Limitation of Liability - In addition to the other rights and remedies of the Parties herein and to the fullest extent permitted by law, each party hereto agrees to be responsible and to assume liability for its own wrongful or negligent acts or omissions, or those of its officers, officials, employees or agents arising from the execution, performance and existence of this agreement. Such obligation of both parties as set forth in this section shall survive the expiration or termination of this Agreement.

Each party shall be liable to the other for its own actions to the extent and pursuant to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and other statutes including but not limited to, Federal Civil Rights Act, 42 U.S.C. 1983, 42 U.S.C. 1985 and New Jersey State Civil Rights Act, N.J.S.A. 10:6-1, et seq.

- 4) The Parties each represent and warrant the following:
 - a. They are fully authorized to enter into this Agreement;
 - b. They have taken all necessary and internal legal actions to duly approve the making and performance of this Agreement and that no further or other internal approval is necessary; and
 - c. The making and performance of this Agreement will not violate any provisions of law or each's respective articles of incorporation, charter, code, or bylaws.
- 5) The Parties have read this entire Agreement and know the contents hereof, that the terms hereof are contractual and not merely recitals, and that they have signed this Agreement of their own free act, and in making this Agreement, they have obtained the advice of legal counsel. Both Parties to this Agreement acknowledge their respective authority to enter into this Agreement and confirm that each Party has adopted a resolution authorizing entry into this Agreement pursuant to N.J.S.A. 40A.65-5(a).

- 6) No term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself or a waiver or consent to any subsequent breach.
- 7) A copy of this Agreement shall be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A 65-4(b).
- 8) In the event of any dispute under this Agreement, the Parties shall designate a mediator to assist the parties in resolving the dispute. In the event that the Parties cannot agree upon a mediator, the Parties shall request that the Assignment Judge of the Superior Court of New Jersey, Union County, designate such a mediator. The costs of the mediator shall be shared equally by the Parties.
- 9) In the event that the Parties cannot resolve the dispute(s) pursuant to mediation, the Parties shall request that the Assignment Judge appoint a single arbitrator to arbitrate the dispute(s), pursuant to the Commercial Rules of the American Arbitration Association and the New Jersey Uniform Arbitration Act. Such arbitration shall be binding on both Parties.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed an original and all together shall be deemed one and the same. Facsimiles of this Agreement including facsimile signatures shall be deemed the same as the original for all purposes.
- 11) All notices, requests, demands, and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered by a nationally recognized overnight courier (e.g., Federal Express, UPS, Airborne Express, etc.) or if mailed simultaneously by regular mail and certified mail, return receipt requested, postage prepaid, to the addresses shown below unless said addresses shall be changed by notice given pursuant to this Agreement, or by fax or email.

Notices to the County shall be given to:

Clerk of the Board
Office of the Union County Board of Chosen Freeholders
Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207

with a copy of the notices sent to:

County Counsel
Office of County Counsel
Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207

Notices to Cranford shall be given to.

Township Clerk
Township of Cranford
8 Springfield Ave.
Cranford, NJ 07016

with a copy of the notices sent to:

Township Attorney
Township of Cranford
8 Springfield Ave.
Cranford, NJ 07016

- 12) This Agreement constitutes a single integrated written contract expressing the entire agreement between and among the Parties relating to the subject matter of this Agreement. No promises, inducements or considerations have been offered or accepted except as set forth herein. This Agreement supersedes any prior oral or written agreements, understanding, discussions, negotiations, offers or judgment, or statements concerning the subject matter hereof. No amendment, modification or addendum shall be effective unless in writing dated subsequent to the date hereof and executed by all of the Parties. The requirement for such a writing shall apply to any waiver of the requirement or a written modification pursuant to this Section and is an essential term of this Agreement.

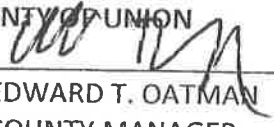
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

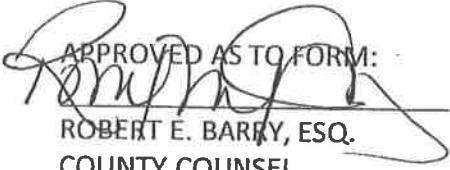
ATTEST:


JAMES PELLETTIERE, CLERK
BOARD OF CHOSEN FREEHOLDERS

COUNTY OF UNION

BY: 
EDWARD T. OATMAN
COUNTY MANAGER

APPROVED AS TO FORM:

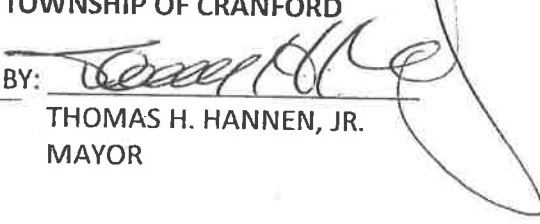

ROBERT E. BARRY, ESQ.
COUNTY COUNSEL

ATTEST:


Patricia Donahue

Patricia Donahue
Print Name
Municipal Clerk
Print Title

TOWNSHIP OF CRANFORD

BY: 
THOMAS H. HANNEN, JR.
MAYOR