

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Galloway COUNTY: Atlantic

RECIPIENT: Township of Mullica COUNTY: Atlantic

BRIEF DESCRIPTION OF SERVICE:

Police, fire and EMS emergency and non-emergency dispatch and communication services

EFFECTIVE DATE: 1-1-2017

EXPIRATION DATE: 12-31-2021

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.

SHARED SERVICES AGREEMENT FOR DISPATCH SERVICES

THIS AGREEMENT (the "Agreement") is made this 15th day of November, 2016 by and between:

THE TOWNSHIP OF GALLOWAY, a body politic located in the County of Atlantic, State of New Jersey, with its principal office located at 300 E. Jimmie Leeds Road, Galloway Township, New Jersey 08205 (hereinafter "Provider"), and

THE TOWNSHIP OF MULLICA, a body politic located in the County of Atlantic, State of New Jersey, with its principal office located at 4528 White Horse Pike, Elwood, New Jersey 08217 (hereinafter "Recipient").

RECITALS

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Recipient has determined, that for reasons of efficiency and economy, procuring police, fire and EMS emergency and non-emergency dispatch and communication services from the Provider is prudent and fiscally sound; and

WHEREAS, the Recipient is in need of emergency and non-emergency dispatch and communications services to ensure public safety; and

WHEREAS, the Provider has agreed to furnish to the Recipient police, fire and EMS emergency and non-emergency dispatch and communications services pursuant to the Act; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the

principles underlying the Act, the Provider and the Recipient (collectively the “Parties”) have negotiated an Agreement for the use of police, fire and EMS emergency and non-emergency dispatch and communications services for their respective jurisdictions; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the Parties have each authorized their proper officials to enter into and execute this Agreement through the attached Resolutions attached hereto as Exhibits A and B.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. RECITALS. The recitals set forth above are incorporated as part of this Agreement as if they were set forth at length herein.

2. CONTROLLING LAW. This Agreement is governed by the provisions of the Act, as defined above. All actions and amendments to this Agreement must be authorized in conformance with the Act.

3. DESCRIPTION OF SERVICES. During the term of this Agreement, the Provider shall provide to the Recipient all emergency and non-emergency Police, Fire, and EMS dispatch and communications services that may be required by the Recipient within its territorial jurisdiction. Provider agrees to maintain personnel, equipment, assistance, procedures and capabilities as required by law and as otherwise reasonably required to perform the subject services in a prompt, efficient and professional manner. It is the intent of the agreement to provide adequate staffing to cover the annual call volume of the entire dispatch center. Annually the Police Chief of the Provider municipality to evaluate and based on call volume and work load.

4. HOURS OF SERVICE. The services provided by Provider to Recipient

pursuant to this Agreement shall be provided on a twenty-four (24) hour basis, seven (7) days per week.

5. TERM OF AGREEMENT. This Agreement shall take effect on January 1, 2017 (the "Effective Date") and shall terminate at midnight on December 31, 2021.

6. COMPENSATION. Recipient shall pay to Provider a sum based on the 2016 base year amount of two hundred four thousand, nine hundred twenty-one and eighty-one cents (\$204,921.81) plus an annual percentage increase as determined by the Consumer Price Index-Urban Wage Earners (CPI-U) for the Philadelphia Region as published by the U.S. Department of Labor. Notwithstanding the payments provided for in this Paragraph of the Agreement, in the event another municipality procures the same services provided for in this Agreement from Provider, the Recipient's payment to Provider may be reduced by a pro-rata share of any savings realized through these economies of scale. All payments by the Recipient to the Provider pursuant to this Agreement shall be made in equal quarterly installments on the first day of the second month of each quarter (i.e., February 1, May 1, August 1, November 1) during the term of this Agreement.

7. EQUIPMENT. Recipient and Provider agree to upgrade their Computer Aided Dispatch (CAD) systems. The Recipient agrees to pay the Provider Fifteen Thousand dollars (\$15,000) for their portion of the upgrade fees, payable in equal annual installments of three thousand dollars (\$3,000) per year. Recipient also agrees to pay Provider their portion of the CAD annual maintenance up to Three Thousand One Hundred dollars (\$3,100) annually.

8. MUNICIPAL OFFICE LOCATION. The Provider shall maintain an office in the Township of Galloway at 300 East Jimmie Leeds Road, Galloway Township, New Jersey 08205. All inspection records and business dealings, related to emergency and non-emergency

dispatch services, pertaining to the Recipient shall be maintained and conducted at said location and can be inspected and reviewed by authorized members of Recipient upon reasonable notice to the Provider's Chief of Police.

9. MAINTENANCE OF RECORDS. The Provider shall maintain records of all call logs and activities conducted within the Recipient Township as may be required by and in accordance with the Laws of the State of New Jersey.

10. INDEMNIFICATION. Each party, for itself, its successors, guest, invitees or any users of said privilege, as part of the consideration hereof, covenants and agrees to indemnify, defend, protect and save and hold harmless, the other party, its successors and assigns, its officers, contractors, agents, employees, servants or any of them, from and against any and all losses, damages, suits, claims, fines, penalties, costs and expenses whatsoever (including death and defense or any such claims), which it, they or any of them may directly or indirectly suffer, sustain, or be subject to, or be held liable for, or which shall in any way be connected with or grow out of each party's negligence in conducting any action relating to dispatch services or police activity subject to the terms of this Agreement, provided further that nothing herein contained shall be deemed to confer upon any third person any right against either the Provider or the Recipient.

11. DISPUTES CONCERNING THE AGREEMENT. Any disputes arising between the Parties as to the interpretation of the terms and conditions of this Agreement or the satisfactory performance thereof by any of the Parties or related to any of the services and other responsibilities specified within this Agreement shall be resolved in accordance with the following:

STEP A: The Recipient's Police Chief and the Provider's Police Chief

shall attempt to resolve the matter. If no settlement is reached within a ten (10) day period, both parties agree to submit the matter as provided for in Step B below.

STEP B: The Recipient's Mayor or his or her designee, as the case may be, and the Provider's Township Manager shall attempt to resolve the matter. If no settlement is reached within a ten (10) day period, both parties agree to submit the matter as provided for in Step C below

STEP C: In the event that a dispute cannot be resolved as provided in Step B, then, pursuant to N.J.S.A. 40A:65-7(c), the dispute shall be submitted to a mutually selected arbitrator (preferably a retired Superior Court Judge from Atlantic County) for binding arbitration. If the Parties cannot mutually agree upon an arbitrator, then the dispute shall be submitted to the American Arbitration Association. Any costs associated with arbitration shall be borne equally by both parties.

12. TERMINATION. Either Party may terminate this Agreement unilaterally at any time and for any reason upon giving the other party three (3) months advance written notice of its intent to terminate. If termination is initiated by the Recipient, the Recipient agrees to pay the remaining outstanding balance of the CAD upgrade fee payable to Provider as described in section 7.

13. DEFAULT. In the event that either party defaults in the performance of any of its duties or obligations under this Agreement, after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement at the expiration of that 30 day period.

14. NOTICES. All notices, demands and other communications to be given by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been duly delivered (a) on the date of service if given personally to the party to whom notice is to be given, (b) on the date four (4) days after mailing if mailed to the party to whom notice is to be given by regular first class mail, (c) on the date of receipt as evidenced by the signed return receipt card if the notice is given by registered or certified mail, return receipt requested, postage prepaid; or (d) on the following business day if given by a nationally recognized overnight delivery service. All notices, demands and other communications given hereunder shall be properly addressed as follows:

If to the Township of Mullica:
Township Clerk
P.O. Box 317
Elwood, New Jersey 08217

If to the Township of Galloway
Township Manager
300 E. Jimmie Leeds Road
Galloway, NJ 08205

Either party may designate a different person or entity or place to or at which notices demands and other communications shall be given by delivering written notice to that effect to the other party in accordance with this Paragraph of the Agreement.

15. CHOICE OF LAW. Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

16. FURTHER ASSURANCE AND CORRECTIVE INSTRUMENTS. The Parties shall execute, acknowledge and deliver, or cause to be executed, any such instruments as may be reasonably required for correcting any inadequate or incorrect description of the services to be provided under this Agreement or to correct any inconsistent or ambiguities of this Agreement.

17. HEADINGS. The Headings in this Agreement are included herein for

convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. It is not necessary for the Parties to execute the same counterpart of this Agreement in order for this Agreement to become effective.

19. FACSIMILE/PDF SIGNATURE. This Agreement may be executed by facsimile or PDF signature.

20. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

21. SEVERABILITY. If any part of this Agreement shall be held to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.

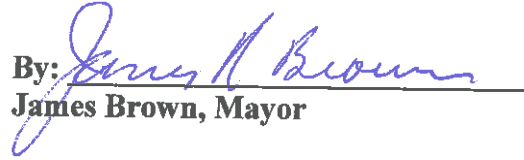
22. WAIVER. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day and year first above written.

(ACNOWLEDGEMENTS ON NEXT PAGE)

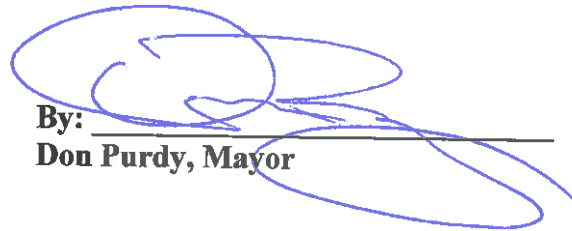
TOWNSHIP OF MULLICA


Kimberly Johnson, Municipal Clerk

By: 
James Brown, Mayor

TOWNSHIP OF GALLOWAY


Kelli Danieli, Municipal Clerk

By: 
Don Purdy, Mayor