

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Ocean City COUNTY: Cape May

RECIPIENT: Upper Township COUNTY: Cape May

BRIEF DESCRIPTION OF SERVICE:

Public Safety Answering and Dispatch Services and Associated
Computer-Aided Dispatch Support.

EFFECTIVE DATE: January 1, 2014

EXPIRATION DATE: December 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.

**TOWNSHIP OF UPPER
CAPE MAY COUNTY
RESOLUTION**

RESOLUTION NO.250 -2013

**RE: AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH
THE CITY OF OCEAN CITY TO PROVIDE PUBLIC SAFETY ANSWERING AND
DISPATCH SERVICES AND ASSOCIATED COMPUTER-AIDED DISPATCH SUPPORT**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. seq., (“Act”) provides that any local governmental unit may enter into a contract with any other local governmental unit to provide or receive any service that each local unit is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the City of Ocean City and the Township of Upper have heretofore entered into an Agreement whereby the City of Ocean City has provided public safety answering and dispatch services and associated computer-aided dispatch support for Upper Township fire and rescue units and the New Jersey State Police; and

WHEREAS, Ocean City and Upper Township have agreed to enter into a new Agreement for a term of five years, commencing on January 1, 2014 and continuing through December 31, 2018; and

WHEREAS, the Township of Upper and Ocean City deem that a Shared Services Agreement for the purposes expressed herein is in the mutual interest of both parties and is also in the public interest such that the sharing of this service will promote the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee, the governing body of the Township of Upper, in the County of Cape May and State of New Jersey, as follows:

1. **SHARED SERVICES AGREEMENT.** Pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. seq., the Township of Upper is hereby authorized and empowered to enter into a Shared Services Agreement with Ocean City pertaining to Ocean City providing public safety answering and dispatch services and associated computer-aided dispatch support to Upper Township.

2. **SERVICES TO BE PROVIDED BY CONTRACT.** The Shared Services Agreement authorized in paragraph 1 shall delineate the services, promises and covenants of each party and a copy of such Agreement shall be maintained by the Township Clerk and shall be available for public inspection.

3. **AUTHORIZATION TO MUNICIPAL OFFICIALS.** The appropriate Township officers and officials are hereby authorized to take any action necessary or advisable to carry out the intent and purpose of this Resolution. Specifically, the Mayor and Township Clerk are hereby authorized and directed to execute such Shared Services Agreement on behalf of the Township of Upper pursuant to the

authority conferred by this Resolution. The Township Clerk is further authorized and directed to seal the Agreement with the official seal of the Township of Upper.


4. **COMPLIANCE WITH STATUTORY REQUIREMENTS.** The Shared Services Agreement between the Township of Upper and Ocean City meets and satisfies the requirements of N.J.S.A. 40A:65-7, as may be amended and supplemented.

5. **CONTRACT TERM.** This Resolution authorizes a Shared Services Agreement for a duration of five (5) years commencing on January 1, 2014 and continue through December 31, 2018, unless sooner terminated or modified by either of the parties as provided in the Agreement.

6. **SEVERABILITY.** If any action, subsection, paragraph, sentence or other part of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Resolution, but shall be confined in its effect to the section, subsection, paragraph, sentence or other part of this Resolution directly involved in the controversy in which said judgment shall have been rendered and all other provisions of this Resolution shall remain in full force and effect.

7. **REPEALER.** All Resolutions or parts of Resolutions inconsistent herewith are hereby repealed to the extent of such inconsistency only.


RICHARD PALOMBO, Mayor


BARBARA L. YOUNG, Township Clerk

Resolution No. 250 -2013
Offered by: Newman
Adopted: December 9, 2013

Seconded by: Barr

Roll Call Vote:

<u>NAME</u>	<u>YES</u>	<u>NO</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
Barr	<u>x</u>	___	___	___
Corson	<u>x</u>	___	___	___
Inserra	<u>x</u>	___	___	___
Newman	<u>x</u>	___	___	___
Palombo	<u>x</u>	___	___	___

**CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY**

RESOLUTION 13-50-422

**AUTHORIZING A SHARED SERVICES AGREEMENT
BETWEEN THE CITY OF OCEAN CITY AND THE TOWNSHIP OF UPPER, NEW JERSEY
FOR PUBLIC SAFETY ANSWERING AND DISPATCH SERVICES AND
ASSOCIATED COMPUTER AIDED DISPATCH SERVICE**

WHEREAS, the City of Ocean City desires to enter into a Shared Service Agreement with the Township of Upper for the shared services of public safety answering, dispatch and associated computer aided dispatch support; and

WHEREAS, the City of Ocean City and the Township of Upper have expressed a willingness to exchange certain services and equipment which will result in a cost savings to both municipalities; and

WHEREAS, it has been determined that the execution of an Shared Services Agreement between the City of Ocean City and the Township of Upper is in the mutual interest of such parties and in the public good and will promote the public health, safety and welfare; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and empowers local units to enter into this agreement; and

WHEREAS, Frank Donato, CFO, Director of Financial Management & Emergency Management Coordinator; Chief Chad Callahan, Director of Police Services; John J. Prettyman, Police Captain; Dorothy F. McCrosson, Esq., City Solicitor; Joseph S. Clark, QPA, City Purchasing Manager; Jay Newman, Upper Township Committeeman and Fire Chief; Jay Potter, Chief, Upper Township Rescue Squad and Daniel Young, Esq., Township of Upper Solicitor have reviewed the agreement and recommend that the agreement be authorized; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it hereby authorizes a Shared Services Agreement with the Township of Upper and accept reimbursement as stated in the attached agreement.

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City, County of Cape May, New Jersey that the Mayor and City Purchasing Manager are hereby authorized to execute a Shared Services Agreement with the Township of Upper for public safety answering, dispatch and associated computer aided dispatch support.



Anthony P. Wilson
Council President

Files: RES SSA 2014-2018 Upper Township Dispatch Services.doc

Offered by COUNCILMAN GUINOSSO Seconded by COUNCILMAN DEVLIIETER

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of

said Council duly held on the 30TH day of DECEMBER 20 13

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto			X	
DeVlieger	X			
Guinosso	X			
Hartzell			X	
McClellan	X			
Ping	X			
Wilson	X			


Linda P. MacIntyre
City Clerk

**A SHARED SERVICES AGREEMENT
FOR DISPATCH SERVICES BETWEEN THE CITY OF OCEAN CITY, NEW JERSEY
AND UPPER TOWNSHIP, NEW JERSEY**

THIS AGREEMENT made this 30th day of December, 2013 between the City of Ocean City, a municipal corporation of the State of New Jersey, with principal offices at 861 Asbury Avenue, Ocean City, New Jersey, 08226 (hereinafter referred to as "Ocean City") and the Township of Upper, a municipal corporation of the State of New Jersey, with principal offices on 2100 Tuckahoe Road, Petersburg, New Jersey, 08250 and whose mailing address is P.O. Box 205, 2100 Tuckahoe, New Jersey 08250 (hereinafter referred to as "Upper").

WITNESSETH

WHEREAS, Upper desires Ocean City to provide Public Safety Answering and Dispatch Services and associated Computer Aided Dispatch (CAD) Support for fire, medical emergency, rescue and police service calls within Upper Township coverage areas as defined herein; and

WHEREAS, the aforesaid services shall be provided within the Tuckahoe, Marmora, Seaville and Strathmere Fire Companies and the Upper Township Rescue Squad coverage areas; and

WHEREAS, Ocean City is willing to provide said services under certain terms and conditions; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 to -35), provides that local units, as that term is defined in the Act, may agree to provide jointly, or on behalf of any local unit, any service that a party on whose behalf such services are to be performed may legally perform for itself; and

NOW THEREFORE, for and in consideration of the mutual covenants and conditions and wishing to be bound, the parties agree as follows:

1. Services to be provided by the City of Ocean City

A. Fire, Medical Emergency and Rescue Dispatch Services:

Ocean City agrees to provide emergency radio and telephone dispatch services for the dispatching of all fire, medical emergency and rescue services occurring within the Tuckahoe, Marmora, Seaville and Strathmere Fire Companies and the Upper Township Rescue Squad coverage areas (Upper Township coverage areas).

B. Police Transfer Dispatch Services:

Ocean City shall provide transfer dispatch service on all incidents occurring within the Upper Township coverage area specified in Paragraph 1.A hereof. This will include any request for mutual aid from organizations outside the designated coverage areas. This service shall be accomplished through 911 calls for a one-button transfer to the New Jersey State Police, for as long as the New Jersey State Police provide law enforcement services to Upper Township.

Said services shall be rendered consistent with Upper's current 911 Plan as the same may be modified during the term of this Agreement. In the event of a discrepancy between this Contract

and the 911 Plan, the 911 Plan shall govern and this Contract shall be deemed amended accordingly provided that such change does not materially affect the scope of services to be provided by Ocean City.

In the event that such amendment should materially affect the scope of services, the parties shall utilize their best efforts to negotiate a fair and a reasonable adjustment to this Contract.

C. Central Communication Operations:

The fire, medical emergency, rescue services and police dispatch services described in Sections A. and B. above shall be accomplished through Ocean City's Central Communications Operations located at 835 Central Avenue, Ocean City, NJ. Ocean City shall be required to employ certified/trained 911 dispatchers in its Central Communications Center to provide the services to Upper set forth above. The services shall be provided twenty-four (24) hours a day, three hundred and sixty-five (365) days a year. Ocean City shall reserve the right to determine the level of staffing necessary to accomplish its responsibilities under this Agreement. The dispatchers performing the services set forth herein shall be under the control and direction of the Ocean City Police Department at all times.

The services to be provided by Ocean City shall be that of public safety answering and dispatch services for fire, medical emergency, rescue and police within the Upper Township coverage areas as defined herein. Such services shall be rendered consistent with the current 911 Plan as the same may be modified during the term of this Agreement. In the event of a discrepancy between this Contract and the 911 Plan, the 911 Plan shall govern and this Contract shall be deemed amended accordingly provided that such change does not materially effect the scope of services to be provided by Ocean City. In the event of a 911 Plan modification, all notification shall be addressed to the Ocean City Police Department, Police Administration, and the Office of the Chief of Police for review and general order issuance.

2. Fee Schedule for Dispatching Services

In consideration for the services to be provided by Ocean City, Upper agrees to pay Ocean City the following established dollar amounts during the term of the Agreement. Said amount shall be made quarterly and shall be payable on the 15th day of February, May, August and November for the calendar quarter.

Year (2014)	\$222,789.00
Year (2015)	\$222,789.00
Year (2016)	\$227,245.00
Year (2017)	\$231,790.00
Year (2018)	\$236,425.00

In the event that employees of Ocean City and/or service contractors are required for service, maintenance and to repair the equipment located in Upper. Ocean City shall make notification with the primary or secondary contact person in Upper for the required authorization. Upper shall reimburse Ocean City for all the authorized direct labor costs and fringe benefits for all Ocean City employees actually engaged in the rendering of such service. Upper shall pay said reimbursement within forty-five (45) calendar days of the receipt of an invoice from Ocean City.

3. Equipment Acquisition, Services and Repairs

A. To provide the dispatching services set forth in this Agreement, the parties recognize that equipment

must be purchased and subsequently serviced and repaired and upgraded during the duration of the contract. It is the intention of the parties that all equipment acquisition and subsequent service, repairs and upgrades (that serve Upper and are approved by Upper) shall be the sole responsibility of Upper. It is agreed, therefore, as follows:

- A.1 Upper shall be responsible for all direct costs associated with the re-design, purchase, installation and transfer of equipment, which shall be located in either Upper Township or Ocean City, to effectuate the dispatching services set forth herein. Upper shall retain ownership of all equipment purchased by them as the result of this Agreement. The parties agree that they shall cooperate with each other in determining the appropriate equipment to be purchased and installed.
- A.2 Upper shall be responsible for all costs associated with the maintenance and repair of all equipment located in the township. In the event that employees of Ocean City are utilized to service, maintain or repair the equipment located in the township. Upper shall reimburse the City on an hourly basis as required. Additionally, Upper shall be responsible for all costs associated with parts needed to maintain, repair or service the equipment located in the township. The parties further agree that they shall cooperate with each other to determine the appropriate equipment to be maintained and/or repaired and/or serviced. Upper shall be required to provide Ocean City with an updated call list of equipment service contractors for Upper's equipment.
- B. Upper shall be responsible for five percent (5%) of all capital costs, both direct and in-direct costs associated with the re-design, purchase, installation and transfer of equipment, which shall be located in Ocean City Communications Center, to effectuate dispatching services set forth herein.
- C. In order to utilize the Computer Aided Dispatch System (CAD), Upper Township agrees to pay an amount of \$3,500.00 towards the annual service contract maintained by Ocean City for this system. Upper shall approve networks, upgrades and wireless office solutions that are a cost to Upper prior to purchase. This section does not preclude Ocean City from making necessary improvements to the Police Department computer system as required.

This cost shall be fixed during the life of the contract at \$3,500.00 per calendar year and shall be incorporated into the yearly fee schedule.
- D. Upper has provided space as mutually agreed upon to Ocean City for a communications facility during a declared local, state and national emergency, which would cause the Ocean City's Communication Center to be evacuated. Ocean City is responsible for all direct and in-direct costs associated with the design, purchase, installation and the transfer of necessary equipment, to effectuate the dispatching services set forth herein. Ocean City agrees to pursue continued upgrades at the Upper backup dispatching location, including the addition of a recording device. Ocean City will also explore the possibility of adding access to the Cody system as well as a backup server in order to enhance the level and quality of the dispatching services that can be provided through the Upper location.

4. Method of Payment

Upper shall make payments to Ocean City as follows: As identified in Sections 2A, 2B & 3C.

Any other payments required to be made pursuant to this Agreement shall be paid by Upper within forty-five (45) days of receipt of an invoice and voucher from Ocean City.

5. **Mutual Cooperation between the Parties**

- A.** Ocean City and Upper shall utilize their best efforts to anticipate and deal with problems or difficulties, which arise during the term of the contract. To accomplish this, each party will be required to identify one (1) representative with appropriate knowledge of the dispatching services or need thereof, to be provided by Ocean City. Each party shall also name an alternate representative in the event that the primary designee is not available. The representatives shall meet as often as necessary to assure that the dispatching services are being provided in an effective and efficient manner. On or about the 1st of January, each year, Upper and Ocean City will send reciprocal letters of notification, which designate the primary and secondary representative with authority to make day to day operational decisions for effective and efficient dispatching services.
- B.** Dispatch procedures associated with this Agreement shall be set forth in a mutually agreed upon Standard Operating Procedure (SOP). Said Standard Operating Procedure (SOP) shall be reviewed and updated on or before April 15th of each calendar year.
- C.** In the event that a dispute arises under this Agreement, which the designated representatives of the parties are unable to resolve, the dispute shall be submitted to arbitration in accordance with the Rules of the American Arbitration Association. The decision of the arbitrator shall be binding upon both parties.
- D.** Upper further agrees to provide Ocean City's full and part time dispatchers with one day of in-service training on an annual basis.

6. **Indemnification**

The parties mentioned hereon agree to submit a copy of this Shared Services Agreement to their respective insurance carriers prior to the execution of same. The parties agree that during the term of this Agreement, they shall keep in force a policy of general and comprehensive liability insurance that will insure each party against any claims for any actions or omissions charged against either or both parties during the term of this Agreement. Each party agrees to cooperate with the other in the defense of any claim or claims assessed against either or both parties arising out of the rendering or non-rendering of services contemplated by this Agreement.

7. **Duration of the Contract**

- A.** This Contract shall be for a term of five (5) years, commencing on January 1, 2014 and continue through December 31, 2018. Notwithstanding the term of this Agreement, either party shall have the right to terminate the Agreement. Such written notice shall not take place prior to July of each calendar year.
- B.** It is agreed by both parties to meet sometime **on or about July 1, 2018** to begin negotiations for a new Shared Services Agreement for said services.

8. **Governing Law**

The laws of the State of New Jersey shall govern this Agreement.

9. **Severance of the Agreement**

If any clause, sentence, paragraph or section of the Contract is adjudged invalid by a court of competent jurisdiction, the judgment shall not affect, impair or invalidate the remaining portions hereof.

In witness whereof, the parties have set their hands and seals this 30th day of December 2013.

Attest:

Attest:

The City of Ocean City

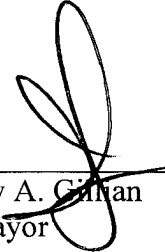
The Township of Upper



Linda P. MacIntyre, RMC
City Clerk



Barbara L. Young, RMC
Municipal Clerk



Jay A. Gilman
Mayor



Richard Palombo
Mayor



Joseph S. Clark, QPA

Date: 12-9-13

Date: 12-30-13