

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Union COUNTY: Union

RECIPIENT: Borough of Roselle COUNTY: Union

BRIEF DESCRIPTION OF SERVICE:

Shared Service agreement providing emergency dispatching services

EFFECTIVE DATE: January 22, 2013

EXPIRATION DATE: December 31, 2013

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.



COUNTY OF UNION

DEPARTMENT OF PARKS & COMMUNITY RENEWAL
Ron Zuber, Director

RECEIVED

MAY 09 2012

FINANCE DEPT.
BOROUGH OF ROSELLE

**BOARD OF
CHOSEN FREEHOLDERS**

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County Manager

ROBERT E. BARRY, ESQ.
County Counsel

JAMES E. PELLETIERE
Clerk of the Board

May 2, 2012

Mr. Bryan A. Russell, QPA
Executive Assistant to the CFO
Borough of Roselle
210 Chestnut Street
Roselle, N. J. 07203

RE: Shared Services Agreement

Dear Mr. Russell:

Enclosed please find a fully executed copy of the Shared Services Agreement for Fire & EMS Dispatch Services.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Cherron Rountree, Deputy Director
Dept. of Parks & Community Renewal

CR: sk
Enclosure

cc: David G. Brown III, Borough Administrator
Rhona C. Bluestein, Borough Clerk
Andrew Moran, Director, Dept. of Public Safety
Office of County Counsel
James E. Pelletiere, Clerk of the Board

DIVISION OF PLANNING & COMMUNITY DEVELOPMENT

Administration Building Elizabethtown Plaza Elizabeth, NJ 07207 (908)527-4229 fax(908)352-3980
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**SHARED SERVICES AGREEMENT TO PROVIDE
FIRE AND EMERGENCY MEDICAL BASIC LIFE SUPPORT
DISPATCH SERVICES**

THIS SHARED SERVICES AGREEMENT is made on this _____ day of _____ 2012, by and between **COUNTY OF UNION**, a Body Politic of the State of New Jersey, located at Union County Administration Building, Elizabethtown Plaza, Elizabeth, New Jersey 07207 (hereinafter referred to as "COUNTY") and **BOROUGH OF ROSELLE**, a Body Politic of the State of New Jersey, located at 210 Chestnut Street, Roselle, New Jersey 07203 in the County of Union (hereinafter referred to as "Municipality").

WITNESSETH:

WHEREAS, the Municipality has expressed an interest in joining with County in establishing a shared telecommunications services to dispatch Fire and EMS vehicles and equipment in the Municipality or the immediate vicinity thereof; and

WHEREAS, both parties acknowledge that the implementation of a shared dispatch service will require the Municipality's integration with County's computer-aided dispatch system; and

WHEREAS, in order to facilitate the continuity of operations between both Parties, the County will also provide ancillary services necessary for addressing emergency services; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and the Municipality do hereby agree as follows:

1. COMMENCEMENT AND COMPLETION. This Agreement shall commence upon execution of this Agreement by all parties and terminate upon completion of an initial term of three (3) years. At the conclusion of the initial term the Parties shall have the option to extend the Agreement for two (2) additional one (1) year terms.

If the Parties agree to exercise the option to extend the Agreement, the annual amount payable by Municipality may be adjusted as mutually agreed upon by the Parties. The County shall exercise the option to extend the Agreement for additional terms by first providing notice of its intent to Municipality at least four (4) months prior to the end of the term of the Agreement. Upon Municipality's acceptance of the extension offer, the Parties shall have a period of thirty (30) days from said date to negotiate the contract amount.

2. SCOPE OF SERVICES. County shall provide fire and basic life support telecommunications services to:

(A.) Municipality for the purpose of monitoring and otherwise handling all Fire and EMS telephone calls affecting the Municipality and the residents thereof.

County shall provide enhanced Public Safety Dispatch-Point ("PSDP") services

(B.) capable of receiving both the Automatic Number Identification ("ANI") information and Automatic Location Information ("ALI") from the Municipality's Public Safety Answering Point ("PSAP") or may utilize other services approved by the New Jersey Office of Emergency Telecommunications.

For purposes of this Agreement, the following terms shall have the following meanings as set forth in N.J.A.C. 17:24-1.2:

"Automatic Location Identification (ALI)" means the automatic display of the calling party's telephone number, address and supplementary information at the PSAP.

"Automatic Number Identification (ANI)" means the automatic display of the calling party's telephone number.

"Public Safety Answering Point (PSAP)" means the first point of reception of a 9-1-1 call. For purposes of this Agreement, the PSAP shall be at the Municipality's Police Department Headquarters.

"Public Safety Dispatch Points (PSDP)" means a location which provides dispatch services for one or more public safety agencies. For purposes of this Agreement, the PSDP shall be at County's designated location.

County shall maintain calltaker equipment, provide the necessary dispatchers,

(C.) and complete and maintain all records in connection with the provision of services under this Agreement as required by the 9-1-1 Emergency Telephone System Regulations as set forth in N.J.A.C. 13:81-3.1, 3.2 and 3.3. Upon request, County shall prepare monthly reports of the Municipality's Fire and EMS response activity.

County shall respond to the caller and take the necessary and appropriate action

(D.) to dispatch required emergency vehicles and personnel.

County shall dispatch Municipality's basic life support unit and simultaneously

(E.) dispatch paramedics if warranted based on caller information, according to state-mandated protocols.

County shall provide pre-arrival instructions to the caller whenever possible and

(F.) appropriate in accordance with the New Jersey State Emergency Medical Page Dispatch Guidecards.

County shall dispatch third-party mutual aid resources whenever needed.

(G.) County shall coordinate all EMS dispatching activities during a mass casualty incident.

(H.) County shall coordinate all Fire dispatching activities during a multiple alarm incident.

(I.) The County shall maintain ownership to the County's Dispatch Center, including work stations, computers and telephone systems.

(J.) The County shall operate and maintain all equipment located in the County's Dispatch Center. The County shall be responsible for the maintenance of County owned software and systems.

(K.) The County, in its sole discretion, may hire additional staff as may be necessary to address the additional responsibilities.

(L.) All of the costs of the services identified as the County's Obligation in this Section shall be at the County's sole cost.

(M.) All of the services to be rendered by the County shall be performed using its best efforts so that emergency dispatching services are reasonably maintained for Municipality.

(N.) The Municipality shall provide a means of connecting to the Municipality's Fire and EMS agencies radio system. The costs for this connection are to be the responsibility of the Municipality.

(O.) County hereby represents that it has all necessary licenses and permits to perform its obligations under the Agreement as required by applicable New Jersey and federal law, that it has sufficient personnel and technology to perform its obligations under the Agreement as required by applicable New Jersey and federal law and that it is authorized to enter into this Agreement.

3. PAYMENT. Municipality shall be responsible to pay County an amount not to exceed \$35,000.00 per year for the initial year, with a subsequent two (2%) percent increase each additional year for the remaining two (2) years of the three (3) year term of this Agreement, as follows:

Year 1 (April 1, 2012– March 31, 2013) = \$35,000 annually (\$8,750.00 quarterly);

Year 2 (April 1, 2013 – March 31, 2014) = \$35,700 annually (\$8,925.00 quarterly);

Year 3 (April 1, 2014 – March 31, 2015) = \$36,414 annually (\$9,103.50 quarterly).

Said amount may be subject to adjustment, as mutually agreed upon by the Parties, should the option to extend the Agreement for two (2) additional one (1) year terms be exercised by the Parties.

PAYMENT SCHEDULE. Payment to be the County shall be made by Municipality quarterly, with the first payment due on or before the first day of the fourth month following the commencement of the agreement, as follows:

JANUARY 1st - MARCH 31st : Due APRIL 1st

APRIL 1st - JUNE 30th : Due JULY 1st

JULY 1st - SEPTEMBER 30th: Due OCTOBER 1st

OCTOBER 1st - DECEMBER 31st: Due JANUARY 1st

INVOICING. The County shall send an invoice to Municipality reflecting the B. quarterly amount due at least thirty (30) days but no more than (90) days before the due date of the invoice.

4. INSURANCE. Each party shall maintain general and professional liability insurance in the amount of not less than \$1,000,000/\$3,000,000 covering its activities under this Agreement and shall, upon request by the other party, provide proof of such insurance coverage.

5. INDEMNIFICATION.

A. Municipality shall indemnify, save, defend, and hold harmless the County, its officers, agents, employees, contractors, and servants and each and every one of them, against and from all suits, claims, and costs of every kind and description and from all damages to which the County or any of its officers, agents, employees, contractors or servants may be put by

reason of injury to person or property resulting from the sole negligence of Municipality or any of its officers, agents, employees, contractors or servants in the performance of Municipality's responsibilities or through any negligent act or omission solely on the part of Municipality or any of its officers, agents, servants or contractors.

County hereby agrees to indemnify, save, defend, and hold harmless Municipality, its officers, agents, employees, contractors, and servants and each and every one of them, against and from all suits, claims, and costs of every kind and description and from all damages to which Municipality or any of its officers, agents, employees, contractors or servants may be put by reason of injury to person or property resulting from the sole negligence of the County or any of its officers, agents, employees, contractors or servants in the performance of the County's responsibilities or through any negligent act or omission solely on the part of the County or any of its officers, agents, servants or contractors.

6. COMMUNICATIONS. County or their designate will be available to discuss the telecommunication services provided under this Agreement with representatives of the Municipality or their designate.

7. TERMINATION.

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement at any time upon giving at least sixty (60) days written notice to the other Party unless the Parties mutually agree to a shorter time period. Upon termination of this Agreement, the Municipality shall remit to County all fees for services provided by County to the effective date of termination.

B. TERMINATION FOR CAUSE. Either party shall have the right to terminate this Agreement in the event either Party fails to perform any of the duties, obligations or responsibilities required pursuant to this Agreement if such failure continues uncured for a period of thirty (30) days after written notice of the failure has been provided to the breaching party. Upon termination of this Agreement, the Municipality shall remit to County all fees for services provided by County to the effective date of termination.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9. ASSIGNMENT. Neither party shall assign this Agreement without written prior consent of the party hereto.

10. NOTICES. 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:

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

with a copy of the notices sent to:
Office of the County Counsel
County of Union
Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207

Notices to Municipality shall be given to:
Jamel Holley, Mayor
Rhonda Bluestein, Municipal Clerk
Borough of Roselle
210 Chestnut Street
Roselle, New Jersey 07203

11. ENTIRE AGREEMENT. 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. This Agreement shall not be modified except by written agreement 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 this is an essential term of this Agreement.

12. FILING WITH COMMUNITY AFFAIRS. 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).

13. REPRESENTATIONS AND WARRANTIES BY BOTH PARTIES. The Parties represent and warrant that:

The Parties have read this entire Agreement and know the contents hereof, that A.the terms hereof are contractual and not merely recitals; and

They are fully authorized to enter into this Agreement and they have signed this B.Agreement of their own free act; and

In making this Agreement, they have obtained the advice of legal counsel and C.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 Page 7 of 8

The making and performance of this Agreement will not violate any provisions of D.law or of their respective articles of incorporation, charter, code or bylaws; and

Each Party has adopted a resolution authorizing entry into this Agreement E.pursuant to N.J.S.A. 40A:65-5(a).

14. DISPUTE RESOLUTION.

MEDIATION. In the event of any dispute under this Agreement, the Parties shall

A.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.

ARBITRATION. In the event that the Parties cannot resolve the dispute(s) B.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.

15. NO AUTOMATIC WAIVERS. No term or provision of the 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.

16. SIGNATURES. 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.

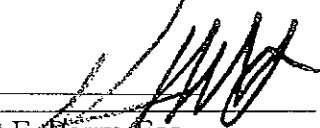
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST: COUNTY OF UNION

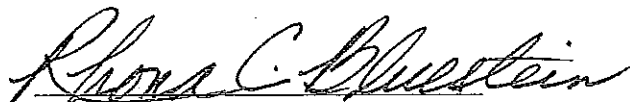

JAMES PELLETTIERE, CLERK
Board of Chosen Freeholders

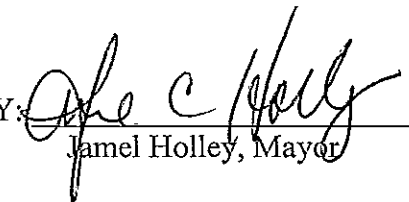
BY: 
ALFRED J. FAELLA
County Manager

Approved as to Form:

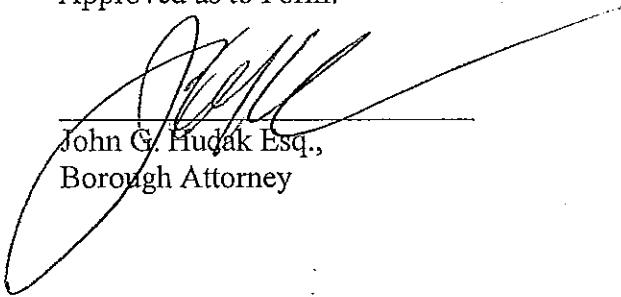

Robert E. Barry, Esq.
Union County Counsel

ATTEST: BOROUGH OF ROSELLE


Rhonda Bluestein, Municipal Clerk

BY: 
Jamel Holley, Mayor

Approved as to Form:


John G. Hudak Esq.,
Borough Attorney