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**AGREEMENT TO PROVIDE DISPATCH SERVICES INCLUDING POLICE, FIRE, AND
EMS SERVICES**

TO BOROUGH OF BUENA

by the

COUNTY OF GLOUCESTER, NEW JERSEY

and

BOROUGH OF BUENA

Dated: _____, 2018

Prepared by: Thomas G. Campo,
County Counsel

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**AGREEMENT TO PROVIDE DISPATCH SERVICES TO
BOROUGH OF BUENA**

THIS AGREEMENT ("Agreement"), dated this ____ day of _____, 2018, by and between the Borough of Buena, a Local Unit of the County of Atlantic, State of New Jersey ("Local Unit"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County").

RECITALS

WHEREAS, the County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096; and

WHEREAS, the Borough of Buena ("Local Unit") is a body politic with main offices located in Buena, Atlantic County, New Jersey; and

WHEREAS, the Local Unit has a need for updated dispatch services and has requested a Shared Services Agreement with the County due to its loss of revenues and increased costs of personnel and insurance; and

WHEREAS, the County with its updated dispatch facilities has the capability to provide and authorize dispatch services for other townships and municipalities; and

WHEREAS, the Local Unit has requested the County to provide dispatch services to include Police, Fire, and Emergency Medical Services (EMS); and

WHEREAS, the County is willing to make available the dispatch services subject to the County and Local Unit approvals and execution of this Agreement; and

WHEREAS, this Shared Services Agreement shall be in accordance with N.J.S.A. 40A:65-1 et seq., which specifically authorizes local government units, including Counties and Municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, IT IS AGREED between the County and the Local Unit that the parties shall enter into an agreement for the purpose of providing Dispatch Services to include Police, Fire, and EMS to the Local Unit by the County and the parties hereby agrees as follows:

AGREEMENT

A. DESCRIPTION OF SERVICES.

(A) Emergency Communication Services.

County agrees to provide Emergency Communication and Dispatch Services to the

Local Unit for a ten (10) year period beginning on the 1ST day of January, 2018 and ending December 31, 2027, such Emergency Communication and Dispatch Services to include the following:

- i. Providing trained emergency response telephone operators to answer telephone calls for service for fire, police and emergency medical services requests originating within the Local Unit on a 24-hour per day basis; and
- ii. Providing emergency and routine radio communications with police, fire and EMS emergency providers to Local Unit on a 24-hour per day basis including E911 PSAP, CAD (computer aided dispatch) and MDC (mobile data computer) services. County will answer the call and refer all routine and administrative calls to Local Unit.

(B) Administrative Support for Emergency Communication and Dispatch Services.

County will provide the following administrative support for the operation of the Emergency Communication and Dispatch Services System:

- i. Providing Records Management System administration:
County will provide the records in digital format, however all insurance requests, subpoenas, attorney discovery requests, etc. will be handled by Borough Personnel or designee. The information will be on a computer system and will be accessible by Local Unit.
- ii. Providing GIS mapping database creation and administration for use with Emergency Service boundaries and Wireless 911 calls; and
- iii. Providing coordination with the Local Unit to ensure compliance with the requirements of all state and federal laws and regulations to Emergency Communication and Dispatch Services.
- iv. County agrees to furnish and install any equipment necessary to establish connectivity to communicate with the Local Unit's systems for police facilities, fire stations and citizens requesting assistance. Local Unit will pay for new installation of equipment necessary to complete the transfer and to pay for any capital equipment changes or upgrades required to provide the dispatch services.
- v. The scope of services shall provide for electronic data connectivity between Gloucester County Emergency Response Center and Borough of Buena, Atlantic County and/or its law enforcement designee. Connectivity will include secure access to the Gloucester County Public Safety Computer Network for shared centralized Record Management Services, with hosting connectivity to CJIS/NCIC network. Connectivity between Gloucester County and Borough of Buena and/or its law enforcement designee shall require a secure method, integrated into their existing computer network, which costs shall be borne by the

Local Unit.

(C) Maintenance of Public Records.

Records generated and/or related to Emergency Communication and Dispatch Services provided by County to the Local Unit under this Agreement shall comply with relevant requirements of any applicable law or regulation. County shall retain such records in accordance with applicable law and shall produce such records pursuant to requests for records in accordance with applicable law. County shall make records available to the Local Unit upon reasonable notice during business hours. County will provide the records however all insurance requests, subpoenas, attorney discovery requests, etc. will be handled by Borough Personnel or their designee. The information will be on a computer system and will be accessible by Local Unit. County will be responsible for the audio tapes and only the audio tapes. The County system can be accessed by Local Unit and the Local Unit will be responsible for supplying OPRA information.

(D) Access to County's Server.

The Local Unit shall have unlimited, around-the-clock, twenty-four (24) hour access to data at all times during the term of this Agreement, with the exception of any scheduled or unexpected server maintenance down times.

These services may be amended from time to time under joint agreement by both parties.

B. INSURANCE.

Local Unit shall, if applicable to the services to be provided, maintain general liability, automobile liability, Workers' Compensation insurance in amounts, and proof of insurance coverage with a Certificate of Insurance listing, for the coverages, and which shall be in compliance with any applicable requirements of the State of New Jersey.

Neither the County nor the Local Unit intends any Agency relationship to be created by this Agreement.

C. LIMITATION OF LIABILITY AND HOLD HARMLESS

(a) Neither the County nor the Local Unit are responsible for the independent acts and/or omissions of the other party, or their officers, employees, or agents. Each party shall be responsible for the negligent, willful, or intentional acts or omissions of their respective personnel.

(b) Each party shall process and defend, at its own expense, any and all claims of whatsoever kind or nature, with respect to that party's acts or omissions of services or otherwise relating to 911 emergency or non-emergency dispatch calls.

D. DURATION OF AGREEMENT

This agreement shall be effective for a period of ten years commencing on January 1, 2018 and ending December 31, 2027.

E. COMPENSATION.

1. The Local Unit shall pay the sum of \$136,918.68 for the first year. Thereafter for the second year and subsequent years there shall be an annual increase based on the Consumer Price Index-Urban Wage Earners (CPI-U) for the Philadelphia Region as published by the US Department of Labor. The twelve-month average published in November shall be used to adjust the cost increase for the succeeding year. The annual sum is to be paid quarterly by February 1st, May 1st, August 1st, and November 1st of each calendar year.

2. Any increase in capital costs that are directly and solely attributed to the Local Unit shall be paid by the Local Unit.

F. COMPLIANCE WITH LAWS AND REGULATIONS.

The Local Unit agrees that it will, at its own cost and expense, promptly comply with, or cause to be complied with all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

G. MISCELLANEOUS.

1. **Amendment.** This Agreement may not be amended or modified for any reason without the express prior written consent of both parties hereto.
2. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
3. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
4. **Further Assurances and Corrective Instruments.** The Local Unit and the County 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 Project or to correct any inconsistent or ambiguities of this Agreement.

5. **Headings.** The Article and Section 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.
6. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Agreement.
7. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement, validity and performance.

H. EQUIPMENT.

The County shall retain ownership of any equipment and any additional equipment that must be purchased to facilitate the services to the Local Unit shall be purchased by the Local Unit. The supplied digital radios will remain the property of County on loan to Local Unit and if the Local Unit is no longer in the system the radios will be returned. If the Local Unit purchases radios/equipment, or reimbursed the County for the full cost of the capital equipment, the Local Unit will retain ownership. Prior to expending any funds for the purchase and furnishing of any equipment for which the Local Unit will be responsible, the County shall provide written notice of the cost associated with the purchase and installation. In the event the cost is not acceptable to the Local Unit, then, in that event, the Local Unit may reject the equipment. The County will not occur capital costs without notifying Local Unit.

I. PARTICIPATION AND COOPERATION.

Both parties agree to participate in this Agreement and to cooperate fully to enhance the services to be rendered by the County.

J. LEGAL AUTHORITY.

This Agreement for Shared Services pursuant to N.J.S.A. 40A:65-4, which provides for Agreements for Shared Services wherein a Local Unit may enter into an Agreement with any other Local Unit or Unit to provide or receive any service that it is empowered to provide or receive in its jurisdiction.

K. MEDIATION/ARBITRATION

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

The County's Alternative Dispute Resolution procedure is as follows:

Controversies and Claims Subject to Mediation. Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Local Unit arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

The Mediator shall be a retired Superior Court Judge mutually agreed upon by the parties. The Mediator fee shall be split equally between the parties.

L. TERMINATION.

Both parties agree that each shall possess the right to terminate this Agreement with twelve (12) months notice without penalty. Any such notice made to the County shall be made in writing and submitted to the Gloucester County Administrator and the Emergency Response Coordinator. Any notice to the Local Unit shall be in writing and submitted to the Mayor.

M. EFFECTIVE DATE.

This Agreement shall be effective as of this ____ day of _____, 2018, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Agreement.

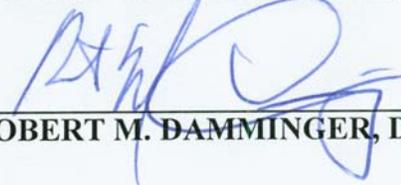
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:



LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER



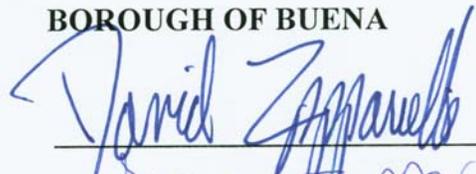
ROBERT M. DAMMING, DIRECTOR

ATTEST:



MaryAnn Coladutto
Clerk

BOROUGH OF BUENA



David Cappariello
Buena Borough
Mayor