

**SHARED SERVICES AGREEMENT FOR
DISPATCH SERVICES**

THIS AGREEMENT is made this 10th day of December, 2009 by and between:

THE CITY OF SOMERS POINT, a municipal corporation located in the County of Atlantic, State of New Jersey, with its principal office located at 1 One West New Jersey Ave., Somers Point, NJ 08244 (hereinafter "Provider"), and

THE CITY OF LINWOOD, a municipal corporation located in the County of Atlantic, State of New Jersey with its principal offices located at 400 Poplar Avenue, Linwood, New Jersey 08221 (hereinafter "Recipient".)

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, eliminating the provision of dispatch services and procuring said services from the Provider is prudent and fiscally sound; and

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

WHEREAS, the Provider has agreed to furnish to the Recipient the services of its Dispatch Department pursuant to N.J.S.A. §40A:65-1 et seq.; 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 the dispatch services for their respective jurisdictions; and

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

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

NOW, THEREFORE, it is understood and agreed as follows:

1. **CONTROLLING LAW** – This Agreement is governed by the provisions of N.J.S.A. § 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.
2. **TERM OF AGREEMENT.** This Agreement shall take effect on January 1, 2010 (the “Effective Date”). This Agreement shall run until midnight, December 31, 2014.
3. **SCOPE OF WORK.** Commencing January 1, 2010, the Provider shall furnish to the Recipient the services of its dispatchers as may be necessary to carry out within the territorial jurisdiction of the Recipient and to perform all the duties required of the following position:

EMERGENCY AND NON EMERGENCY DISPATCH SERVICES

It is expected that said duties will be performed by employees of the Provider in a manner consistent with the Quality Assurance Review Standards developed by Provider, and attached here to as Exhibit C.

4. **COMPENSATION.** Recipient shall pay to Provider an annual sum according to the schedule below:

YEAR 1	2010	\$284,000
YEAR 2	2011	\$304,000
YEAR 3	2012	\$320,000
YEAR 4	2013	\$338,000
YEAR 5	2014	\$360,000

The specified compensation for the Provider furnishing the services referred to in this Agreement, shall be payable as follows: Payments 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. The compensation has been allocated based upon a 55% - 45% split with the Recipient being responsible for 45% of the cost of the provision of Dispatch Services. The Recipient shall not be responsible for any additional costs or compensation unless the cost for health care coverage for dispatch employees increases more than the cost estimated by the Provider as attached hereto as Exhibit E.

In the event another municipality procures the same services from Provider, as contemplated herein, the cost of the services shall be prorated equally among the municipalities participating in the Shared Services Agreement for Dispatch Services.

5. **EQUIPMENT.** Recipient shall upgrade the software on its Console and donate its Console and 911 system to Provider, upon entering into this Agreement. Said equipment shall become the property of the City of Somers Point and the City of Somers Point shall take full responsibility for the maintenance and upkeep of said equipment. The Recipient shall be responsible for all costs associated with its telephone numbers and telephone lines related to emergency and non emergency dispatch services.
6. **EMPLOYMENT RECONCILIATION PLAN.** See Exhibit D.
7. **MUNICIPAL OFFICE LOCATION.** The Recipient shall maintain an office in the City of Somers Point Municipal Building at 1 W. New Jersey Ave., Somers Point, New Jersey. 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.
8. **HOURS OF SERVICES.** Dispatch Services shall be provided on a 24 Hour basis, 7 days per week.
9. **HOLD HARMLESS AND INDEMNIFICATION.** The Recipient shall indemnify and hold the Provider, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services to the Recipient, provided that the actions upon which the demand, claim or assertion of liability, are determined to have been performed in the course of carrying out official duties on behalf of the Recipient and were not beyond the scope of performing those official duties or performed in bad faith, and did not constitute negligence, actual fraud, actual malice, willful misconduct, an intentional wrong or a criminal act of the Provider or any of its agents, servants or employees. Such indemnification shall include payment of reasonable attorneys fees and costs in the defense of any claim made by a third person.
10. **MAINTENANCE OF RECORDS.** The Dispatch Department pursuant to this Agreement shall maintain records of all call logs and activities conducted within the Recipient Municipality as may be required by and in accordance with the Laws of the State of New Jersey.
11. **EXTERNAL DISPUTES.** The Recipient, shall notify the Provider's City Administrator, in a timely manner, of any complaints related to the nature, extent and quality of services provided to the Recipient by Provider.
12. **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 City Administrator or Mayor, as the case may be, and the Provider's City Administrator shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, both parties agree to submit the matter as provided for in Step B below.

STEP B: In the event that a dispute cannot be resolved as provided in Step A, then, pursuant to N.J.S.A. § 40A:65A-7(c), the dispute shall be submitted to the American Arbitration Association for binding arbitration. Any costs associated with arbitration shall be borne equally by both parties.

13. **TERMINATION.** This Agreement may be terminated at any time upon mutual Agreement of the Parties; however, unless otherwise mutually agreed upon by the Parties in writing, such termination shall not become effective for a minimum of three (3) months following the adoption of Resolutions by both governing bodies authorizing said 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.
14. **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.
15. **NOTICES.** Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the specified time limit. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall run only on business days, which for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed as follows:

If to City of Linwood:
City of Linwood
400 Poplar Ave.
Linwood, New Jersey 08055
Attn: Richard DePamphilis, III
Mayor

With a Required Copy to:
Leigh Ann Napoli, City Clerk
400 Poplar Ave.
Linwood, New Jersey 08055

If to City of Somers Point:
City of Somers Point
1 W. New Jersey Ave.
Somers Point, NJ 08244
Attn: William E. Swain,
City Administrator

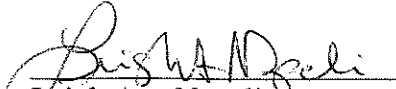
With a Required Copy to:
Carol Degrassi, RMC, City Clerk
1 W. New Jersey Ave.
Somers Point, NJ 08244

16. **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.
17. **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.
18. **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.
19. **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.

ATTEST:

CITY OF LINWOOD



Leigh Ann Napoli
City Clerk



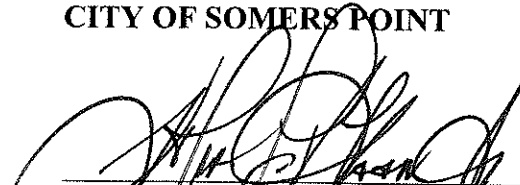
Richard DePamphilis, III, Mayor

ATTEST:

CITY OF SOMERS POINT



Carol Degrassi, MMC,
City Clerk



John L. Glasser, Jr., Mayor

EXHIBIT A

RESOLUTION No. 177, 2009

A RESOLUTION AUTHORIZING AN AGREEMENT FOR SHARED EMERGENCY AND NON EMERGENCY DISPATCH SERVICES FOR THE MUNICIPALITIES OF THE CITY OF LINWOOD AND THE CITY OF SOMERS POINT

WHEREAS, N.J.S.A. 40A:65-1 provides in part that two or more municipalities may enter into an agreement 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 City of Linwood and City of Somers Point have negotiated and agreed upon the terms and conditions of such an agreement; and

WHEREAS, a written agreement, specifying those terms and conditions, has been prepared and has been reviewed, which agreement is entitled "Shared Services Agreement for Dispatch Services"; and

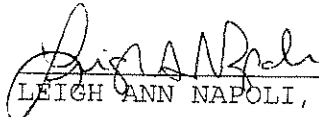
WHEREAS, the Common Council of the City of Linwood is desirous of ratifying this agreement and authorizing its execution;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the agreement entitled "Shared Services Agreement for Dispatch Services" be and hereby is ratified;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute this Agreement with the City of Somers Point for the shared emergency and non emergency dispatch services.

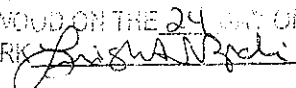
I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 24th day of November, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of November, 2009.


LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK


RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: November 24, 2009

I CERTIFY THE FOREGOING TO BE A
CERTIFIED TRUE COPY OF A
Resolution 177, 2009 ADOPTED BY
THE MAYOR & COUNCIL OF THE CITY OF
LINWOOD ON THE 24 DAY OF Nov. 2009
CLERK 

City of Somers Point Resolution

EXHIBIT B

No. 177 of 2009

Subject: **A RESOLUTION AUTHORIZING AN AGREEMENT FOR SHARED EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES FOR THE MUNICIPALITIES OF THE CITY OF LINWOOD AND THE CITY OF SOMERS POINT**

WHEREAS, N.J.S.A. 40A:65-1 provides in part that two or more municipalities may enter into an agreement 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 City of Linwood and City of Somers Point have negotiated and agreed upon the terms and conditions of such an agreement; and

WHEREAS, a written agreement, specifying those terms and conditions, has been prepared and has been reviewed, which agreement is entitled "Shared Services Agreement for Dispatch Services"; and

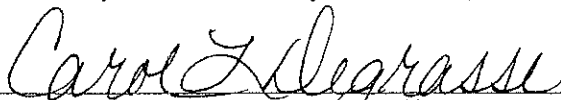
WHEREAS, the City Council of the City of Somers Point is desirous of ratifying this agreement and authorizing its execution;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Somers Point that the agreement entitled "Shared Services Agreement for Dispatch Services" be and hereby is ratified;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute this Agreement with the City of Linwood for the shared emergency and non-emergency dispatch services.

I Carol L. Degrassi, City Clerk of the City of Somers Point, New Jersey, hereby certify that the foregoing Resolution is a true copy, duly adopted by the City Council of said City at a Regular meeting held on the 10th day of December, 2009.

In Witness Whereof, I have hereunto set my hand and seal of my Office this 10th day of December, 2009.



Carol L. Degrassi, RMC/CMC, City Clerk

EXHIBIT C

Quality Standards

Shared Service for Emergency and Non Emergency Dispatch Services

A. Call-taking (telephone performance)

- (1) Answers the telephone quickly and correctly (within 10 seconds of the call, 90% of the time).
- (2) Asks and verifies the location of the incident or emergency.
- (3) Obtains the callback phone number from the person making the call.
- (4) Determines the nature of the incident or emergency and selects and assigns the appropriate response to the incident.
- (5) Accomplishes the tasks listed in paragraphs (1)—(4) quickly and effectively (within 60 seconds of the receipt of the phone call, 90% of the time).
- (6) Obtains all pertinent information and makes updates accordingly and keeps the caller on the line until all required information is obtained.
- (7) Controls the conversation with the caller, explains all possible emergency actions and employs calming techniques when required.
- (8) Exhibits a calm and professional demeanor at all times and acts in a courteous and tactful manner.
- (9) Demonstrates proper documentation of the information received on call-taker screens or cards.

B. Dispatching (radio performance)

- (1) Dispatches the appropriate police, fire or EMS units within the prescribed time frame established by the 911 emergency communication center's or remote dispatch point's standard operating procedures.
- (2) Provides all pertinent information to the responding police, fire or EMS units and relays updated information about the incident or emergency to the responding units.
- (3) Answers all radio transmissions promptly.
- (4) Speaks clearly and concisely to the responding units.
- (5) Listens attentively and understands each message that is received from the responding units.
- (6) Exhibits a timely response to requests from field units.
- (7) Maintains a calm and professional demeanor at all times.

C. Emergency medical dispatch

- (1) Emergency medical dispatch protocols will be utilized.

EXHIBIT D

Employment Reconciliation Plan

Shared Service for Emergency and Non Emergency Dispatch Services

The City of Somers Point has adopted Title 11A, and the employees providing this shared service shall be subject to Title 11A, Civil Service, of the New Jersey Statutes and shall be under the jurisdiction of the Civil Service Commission while the City is governed by that statute.

All the affected individuals who are employees of the City of Somers Point upon the adoption of this agreement shall remain employees of the City within the guidelines of Title 11A. Any new employee hired by the City of Somers Point in connection with this agreement will be hired within the guidelines of Title 11A.

No employee will be transferred to the City of Somers Point from any other unit that is a party to this agreement. Employees of the other units may be retained by those other units or terminated from employment for reasons of economy and efficiency, subject to the provisions of any existing collective bargaining agreements within those local units.

EXHIBIT E

Health Insurance Costs

Shared Service for Emergency and Non Emergency Dispatch Services

2010 \$102,600

(The following years estimate an increase of 10% per year as included in the service costs)

2011 \$112,860

2012 \$124,146

2013 \$136,560

2014 \$150,216