

OCEAN COUNTY EMERGENCY SERVICES PROGRAM
SHARED SERVICES AGREEMENT

THIS AGREEMENT, entered into on this 7 day of April 2010, between the **TOWNSHIP OF MANCHESTER**, a municipal corporation of the State of New Jersey (hereinafter "Municipality") and the **COUNTY OF OCEAN**, a body politic of the State of New Jersey (hereinafter "County").

WHEREAS, N.J.A.C. 17:24-2.1 et seq. sets forth the technical requirements and operational standards for all components of the Statewide 9-1-1 network; and

WHEREAS, these rules define and allocate responsibility for planning, equipping, staffing, establishing, operating and maintaining Public Health Safety Dispatch Points and the Enhanced 9-1-1 network; and

WHEREAS, pursuant to N.J.A.C. 17:24-6.1 of these rules, the County is required to coordinate the implementation and operation of 9-1-1 activities within the County in accordance with the Emergency Telecommunications Services Act (hereinafter "Act"), N.J.S.A. 52:17C-1 et seq, and the rules promulgated thereunder; and

WHEREAS, pursuant to N.J.A.C. 17:24-6.2, the Office of Emergency Telecommunications Services in the Department of Law and Public Safety previously approved the County's 9-1-1 Emergency Telecommunications Plan; and

WHEREAS, the Act encourages the formation of Public Safety Answering Points that serve groups of municipalities in the interest of reducing cost and increasing the efficiency of administration; and

WHEREAS, the County has offered to all municipalities an opportunity to participate in the County's enhanced 9-1-1 Emergency Telecommunications Program; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes local units as defined in said Act to enter into joint agreements for the provision of governmental services; and

WHEREAS, the Municipality wishes to enter into an agreement with the County for the provision of the 9-1-1 emergency telecommunications services required under the Act and its implementing regulations and further wishes to designate the County as its general agent for the provision of the services set forth in Paragraph 3 herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority by law, the County and Municipality mutually agree as follows:

1. **General.** The County shall provide to the Municipality 9-1-1 emergency telecommunication services required under the Act and the regulations promulgated thereunder as more specifically set forth in Paragraph 3 herein.
2. **Definitions.** The following terms shall have the following meanings as used in this Agreement:

“**Automatic Number Identification**” (ANI) means an enhanced 9-1-1 service capability that enables the automatic display of the seven-digit number used to place a 9-1-1 call.

“Automatic Location Identification” (ALI) means an enhanced 9-1-1 service capability that enables the automatic display of information defining the geographical location of the telephone used to place a 9-1-1 call.

“Direct Dispatch” means 9-1-1 call answering and public safety dispatching is done by the personnel at the PSAP.

“Enhanced 9-1-1 Service” means a service consisting of telephone network features and public answering points provided for users of the public telephone system enabling the users to reach a public service answering point by dialing the digits “9-1-1”. The service directs 9-1-1 calls to appropriate public safety answering points by selective routing based on the location from which the call originated and provides for automatic Number Identification and Automatic Location Identification features.

“Full Service” means the provisions of PSAPS and PSDPS for police, fire and emergency medical services to be provided by Public or Private Safety Agencies. All 9-1-1 calls to be handled on a Full Service basis which require the dispatch of police, fire or emergency medical services will be handled by the direct dispatch method by the PSAP call-taker requiring no transfers or additional phone lines.

“Partial Service” means the provision of PSAPS for police, fire and emergency medical services for PSDPS for those emergency services indicated in Paragraph 3 hereof.

“Private Safety Agency” means an entity, except a municipality or a public safety agency, providing emergency medical services, fire fighting or other emergency services.

“Public Safety Agency” means a functional division of a municipality, a county or the State which dispatches or provides police, fire fighting, emergency medical services or other emergency services.

“Public Safety Answering Point” (PSAP) is the first point of reception of a 9-1-1 call and serves the jurisdiction in which it is located and/or other participating jurisdictions. A Public Safety Answering Point is a facility, operated on a 24-hour basis, assigned the responsibility of receiving 9-1-1 calls and, as appropriate, directly dispatching emergency response services or transferring or relaying emergency 9-1-1 calls to other Public Safety Agencies that act as secondary dispatchers.

“Public Safety Answer Point Only” means a Public Safety Answering Point which receives 9-1-1 calls and transfers or relays said calls to other Public Safety Agencies for dispatch.

“Public Safety Dispatch Points” (PSDP) means a location which provides dispatch services for one or more Public Safety Agencies.

3. **Services Provided.** The County shall provide the following emergency telecommunication services to the Municipality in accordance with the standards set forth in the Act and its implementing regulations:

- Full Service – PSAP
- PSAP only
- Full Service - PSDP for Police, Fire & Emergency Medical Services
- Partial Service – PSDP for Services indicated below:
 - Fire
 - Emergency Medical Services

4. **County's Responsibility.**

- a. **Equipment.** The County shall be responsible for obtaining, operating and maintaining enhanced 9-1-1 telecommunications equipment within the Sheriff's Communications Center pursuant to N.J.S.A. 52:17C-8(c) and the standards set forth by the Office of Emergency Telecommunications Services pursuant to N.J.S.A. 52:17C-3.
- b. **Timetable.** The County shall ensure that all necessary steps are taken and time schedules are met in connection with the County's responsibilities under the State Plan and the Act for the implementation of the County's enhanced 9-1-1 system.
- c. **Staffing.** The County shall provide adequate staffing for its PSAPS and PSDPS in accordance with the standards set forth in the Act and the implementing regulations.

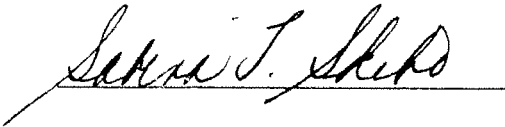
- d. Operational Standards.** The County shall operate its PSAPS and PSDPS in compliance with the operational standards set forth in the Act and the implementing regulations.
- e. Record Keeping.** The County PSAPS and PSDPS shall maintain all documents and records of operation as required by the Act and the implementing regulations.
- 5. Employment.** The Municipality shall not be deemed to be the employer of the County and, as such, shall not be responsible for compensation, insurance, performance of work or the like.
- 6. Term and Effective Date.** This Agreement shall have a term of seven (7) years. It shall be retroactive and take effect on May 26, 2009 and shall continue in full force and effect until May 25, 2016.
- 7. Termination.** Either party may terminate this Agreement upon six (6) months advance written notice to the other. During said six (6) month period, the parties will continue to perform their obligations and duties as set forth in the terms and conditions of this Agreement. In the event that this Agreement is terminated by the Municipality, said Municipality may not apply for County enhanced 9-1-1 Program for a period of one (1) year after the date of termination.
- 8. Modifications and Alterations.** It is understood and agreed by and between the parties that this Agreement contains the sole agreement between the parties and that no modifications or alterations hereto shall become

effective unless in writing and signed with the same formality as this Agreement.

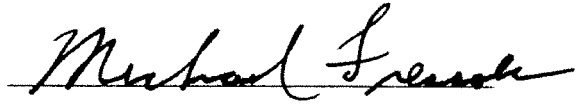
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers and their corporate seals to be hereto affixed, as of the day and year first above written.

ATTEST:

TOWNSHIP OF MANCHESTER



Municipal Clerk



Mayor

ATTEST:

COUNTY OF OCEAN



Betty Vasil, Clerk of the Board



James F. Lacey, Freeholder Director