

SHARED SERVICES AGREEMENT
(Dispatch Services)

THIS SHARED SERVICES AGREEMENT by and between **THE TOWNSHIP OF HAMILTON**, (hereinafter "Hamilton") a body politic, organized and existing under the laws of the State of New Jersey, with offices at 6101 Thirteenth Street, Mays Landing, NJ 08330; and

EGG HARBOR CITY, (here after referred to as "Egg Harbor") a body politic, organized and existing under existing under the laws of the State of New Jersey, with offices at 500 London Avenue, Egg Harbor City, NJ 08215; and

RECITALS

WHEREAS, the Municipalities of Hamilton and Egg Harbor agree that the residents can be better served with a reduced expenditure of tax dollars, while providing a greater level of government services through a shared services agreement; and

WHEREAS, the Uniform Shared Services and Consolidation Act (hereinafter "Act"), N.J.S.A. 40A: 65-1 et. seq., permits local units to enter into shared services agreements with the intention of saving costs to the residents through the reduction of local expenses; and

WHEREAS, pursuant to the provisions of the Act any local unit has the ability to enter into a shared services agreement with another local unit to provide or receive any service that each local unit provides or receives on its own; and

WHEREAS, Hamilton and Egg Harbor as "local units" defined by the Act are empowered to enter into shared services agreements; and

WHEREAS, of Hamilton and Egg Harbor hereby desire to enter into this Agreement in order to establish and create a bond by sharing services; and

WHEREAS, Egg Harbor wishes to have Hamilton's Police, Fire and EMS Dispatch Center provide dispatch services for their Police, Fire, and EMS Departments; and

WHEREAS, Hamilton wishes to utilize its Police, Fire, and EMS Dispatch Center to provide dispatch services to Egg Harbor; and

WHEREAS, the sharing of these services will benefit all both municipalities by increasing efficiency and decreasing the costs of obtaining those services elsewhere; and

WHEREAS, both parties have authorized this Agreement with the adoption of the appropriate resolution; and

WHEREAS, this Agreement shall take effect on June 4th, 2014, following the adoption of said resolutions and the execution of this Agreement by both parties.

NOW THEREFORE, the parties agree as follows:

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DISPATCH SERVICES

1. **Scope of Services**

A. Hamilton shall provide the services of its 24/7 Police, Fire, and EMS Dispatch Center located at 6101 Thirteenth Street, Mays Landing, NJ 08330, at the same level it provides to itself for Police, Fire, and EMS Dispatch Services to Egg Harbor.

B. The dispatchers and their supervisors will continue to be employees of Hamilton and Hamilton will be solely responsible for the compensation and benefits that will be paid to the dispatchers. Management, work scheduling and the operations of the center will be the responsibility of Hamilton.

C. Hamilton will continue to own and maintain all of its existing equipment and any new equipment it installs to comply the terms and conditions of this Agreement.

D. Hamilton will continue to operate its Dispatch Center in the same manner it is currently operated. Any material changes in the operation this center will be communicated from the Hamilton Chief of Police or his/her designee to the Chief of Police or his/her designee in Egg Harbor.

E. Egg Harbor agrees that it is solely responsible for installing, maintaining and operating the receiving and transmitting equipment, to include the strength of the VHF transmissions, the ability to receive VHF transmissions, and all costs related there to, including the equipment installed in its own vehicles and station houses.

F. Egg Harbor agrees that it is solely responsible for the maintenance cost and the Federal Communication Commission licensing of their VHF receiver sites, base stations, antennas, and towers.

G. Egg Harbor agrees that it is solely responsible for the associated cost of transmitting the data from their VHF receiver sites to the Hamilton radio room.

H. Egg Harbor agrees that it is solely responsible for all cost associated with adding their sites into Hamilton's radio system.

I. Egg Harbor agrees that it is solely responsible for meeting the Federal Communication Commission narrow re-banding mandate for all VHF equipment.

J. Egg Harbor agrees that it is solely responsible for the migration to the Atlantic County future P25 platform.

K. If a direct dial phone (pick-up for police/service) is required Egg Harbor agrees that it is solely responsible for all associated cost of the installation and maintenance of this equipment.

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L. Egg Harbor City agrees that it is solely responsible for updating/adding the appropriate group identification numbers (GID numbers) to their mobile and portable radios to communicate with the Hamilton communications Center.

2. Term

A. The term of this Agreement shall commence on June 4, 2014 and continue for a term of three (3) years until June 3, 2017.

B. Notwithstanding the three (3) year term, either entity may terminate this Agreement upon one hundred eighty (180) days' written notice (Resolution from their Governing Body) to the other entity.

3. Consideration

A. To facilitate this shared services agreement for the benefit of the residents of both municipalities, Egg Harbor shall pay to Hamilton the amount of \$178,741.50 annually.

B. The above annual assessment shall be divided into twelve (12) equal payments and paid to Hamilton on or before the first day of each month starting on July 1st, 2014 for the prior month's service. Payments not received by the first of the month shall be assessed a late fee of 1% per month (prorated to a daily amount) until such payment is received by Hamilton.

C. The parties agree that the annual fee outlined in 3.A will be increased annually in an amount not to exceed the Consumer Price Index for this region.

D. Both parties to this Agreement understand and acknowledge that the above described payments are for services rendered and do not represent any ownership interest in the Center or its equipment.

4. Additional Terms

A. All "Taxpayer" requests, requirements, and complaints shall be handled through Egg Harbor. If necessary, the Chief of Police of Egg Harbor, or his/her designee, shall contact the Chief of Police of Hamilton, or his designee to communicate and resolve the matter.

B. The Chief of Police of Egg Harbor shall be designated to coordinate, implement, monitor, and communicate issues that arise out of the terms of this Agreement. All complaints and concerns from "Elected Officials", and/or "staff", in reference to the conduct of this Agreement shall be forwarded to the Chief of Police of Egg Harbor, and that Chief of Police or his/her designee shall contact the Hamilton Chief of Police, or his/her designee "as appropriate" for resolution and/or action.

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5. Insurance

Egg Harbor and Hamilton shall each maintain and keep in force and effect throughout the duration of this Agreement adequate insurance coverage for their respective needs covering the acts and/or omissions of their respective agents or employees with respect to their participation in the Shared Services Agreement, with a minimum overall liability limit of FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence as a combination of primary and excess liability policies. Egg Harbor shall name Hamilton as a named additional insured on its policy and Hamilton shall name Egg Harbor as a named additional insured on its policy, with respect to all activities that each undertakes directly related to the responsibilities of each under the terms of this Shared Services Agreement. The policies obtained and issued to Egg Harbor and Hamilton in accordance with this term of the Agreement shall, among other things, fulfill the obligations of each respective party as is set forth in clause 6, Indemnification, set forth herein below.

6. Indemnification

Hamilton shall indemnify Egg Harbor for any claims made against Egg Harbor for acts or omissions related to the actions undertaken by Hamilton pursuant to this Share Services Agreement. Egg Harbor shall indemnify Hamilton for any acts or omission related to its officials, agents or employees pursuant to its performance of acts under this Agreement. By way of example, certainly not an exclusive example, if an allegation was made against agents or employees of Hamilton that it did not timely transmit a dispatch to Egg Harbor, in that case, the alleged act or omission would be one of Hamilton's agent or employee and therefore Hamilton would indemnify Egg Harbor if they were named in a suit with respect to that conduct. By way of example, certainly not exclusive example, if a claim was made against Hamilton that agents or employees of Egg Harbor did not take appropriate action once it received the dispatch, then and in that event Egg Harbor would indemnify Hamilton. The mutual indemnification obligation, as set forth herein, are to provide a defense and indemnity against any and all claims demands, suits or losses, including the costs connected therewith and for any damages which may be asserted, claimed or recovered against either Hamilton or Egg Harbor, as the case may be. This would include, but is not limited to, claims of bodily injury, death, property damage, loss of use of property or any claim for compensatory damages which, in any way, arise out of or are connected or associated with the conduct of the respective parties under this Agreement. The indemnification shall include the payment of reasonable attorney fees, defense costs and expert fees.

7. Dispute Resolution

In the event a dispute arises concerning the terms and conditions of this Agreement, the parties shall attempt to mutually agree upon a third party to arbitrate any such dispute which arises under this Agreement. Any decision by the arbitrator shall be binding on the parties. In the event the parties are unable to mutually agree on the selection of a single arbitrator, each party shall appoint an attorney licensed to practice in the State of New Jersey to serve as arbitrators. Such appointment shall be made within fifteen (15) days after written notice by either party of

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the election to proceed with arbitration by a panel of arbitrators. The two attorneys appointed by the parties (one by each party) shall appoint a third attorney, and the three attorneys shall constitute the entire panel of arbitrators. Any decision by a majority vote of the three attorneys shall be binding on the parties. The costs and expenses of the arbitrator(s) and fees charged by such arbitrator(s) shall be shared equally by the parties; however, each party shall be solely responsible for their own attorney fees and expenses related to retention of their own experts and witnesses.

8. Choice of Law

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

9. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to the services contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all parties hereto.

10. Severability

If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ATTEST:

TOWNSHIP OF HAMILTON

Joan I. Anderson
Joan I. Anderson, Township Clerk

Roger J. Silva
By: Mayor Roger J. Silva

Dated: April 20, 2015

ATTEST:

EGG HARBOR CITY

Meg Steeb
Meg Steeb, Township Clerk

Lisa Jampetti
By: Mayor Lisa Jampetti

Dated: 5-12-2015