



0062

COUNTY OF UNION

OFFICE OF THE COUNTY COUNSEL

Bruce H. Bergen, Esq., County Counsel

January 23, 2023

Borough of Fanwood
City Hall
75 North Martine Avenue
Fanwood, NJ 07023
Attention: Kathleen Holmes, Borough Clerk

BOARD OF COUNTY COMMISSIONERS

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Clerk of the Board

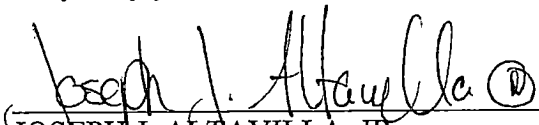
**Re: Shared Service Agreement with the Borough of Garwood
for Police, Fire and EMS
Resolution: 2022-1084
Department: Public Safety**

Dear Ms. Holmes:

Enclosed please find the fully executed Agreement in reference to the
above captioned matter.

If you have any questions, please do not hesitate to contact this office.

Very truly yours,


JOSEPH J. ALTAVILLA, JR.
Second Deputy County Counsel

JJA/tp

Enclosure

cc: Clerk of the Board
County Counsel (PDF)
Public Safety
File

ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth, NJ 07207

(908) 527-4250

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UNION COUNTY BOARD OF COUNTY COMMISSIONERS

RESOLUTION: 2022-1084

DECEMBER 15, 2022

COMMISSIONER KIMBERLY PALMIERI-MOUEDED

WHEREAS, the Borough of Fanwood wishes to continue utilizing the services of the County of Union for Police, Fire & EMS services dispatch services for a period ten (10) years commencing January 1, 2023 through December 31, 2032; and

WHEREAS, the Borough has entered into prior Shared Services Agreements with the County and now wishes to enter into a long term Shared Services Agreement between the Borough and the County of Union for Police, Fire & EMS services dispatch services for a term of ten (10) uninterrupted years commencing on January 1, 2023 through December 31, 2032; and

WHEREAS, this Board had previously adopted Resolution 2019-658 for a ten (10) year Dispatch Service Agreement; and

WHEREAS, the County of Union and the Borough of Fanwood operated under this resolution for three years. Fanwood received new LEAP funds and the needs have changed going forward; and

WHEREAS, the previous Resolution 2019-658 is terminated as of January 1, 2023 and is attached hereto; and

WHEREAS, the County of Union would continue to serve as the Borough's 9-1-1 Emergency Medical call screening and EMS Dispatch service in an amount not to exceed \$94,201.34 for year one (1) commencing January 1, 2023 through December 31, 2023, with a subsequent two percent (2%) increase in each additional year for the remaining nine (9) years of the total ten (10) year term of the agreement; and

WHEREAS, the terms and conditions are outlined in the Shared Services Agreement, substantially in the form attached hereto and made a part hereof:

NOW, THEREFORE, BE IT RESOLVED by the Union County Board of County Commissioners that it hereby authorizes the County Manager to enter in to a Shared Services Agreement between the County of Union and the Borough of Fanwood, substantially in the form attached hereto and made a part hereof, for the purpose of providing the services as listed above for the term of ten (10) years commencing January 1, 2023 through December 31, 2032 and the Borough of Fanwood will pay the County an amount not to exceed \$94,201.34 for the first year (2023); not to exceed \$ 96,085.36 for year 2 (2024); not to exceed 98,007.08 for year 3 (2025); not to exceed \$99,967.23 for year 4 (2026); not to exceed \$101,966.58 for year 5 (2027); not to exceed \$104,005.92 for year 6 (2028); not to exceed \$106,086.03 for year 7 (2029); not to exceed \$108,207.76 for year 8 (2030); not to exceed \$110,371.92 for year 9 (2031) and not to exceed \$112,579.36 for year 10 (2032) for a total revenue amount not to exceed \$1,031,478.58 paid by the Borough of Fanwood to the County of Union; and

BE IT FURTHER RESOLVED that the total revenue in the amount not to exceed \$1,031,478.58 shall be deposited into Account Nos. 3/4/5/6/7/8/9/10/11/12-01-08-119-059; and

BE IT FURTHER RESOLVED, that the County Manager is hereby authorized to execute said agreement, upon review and approval by the County Counsel's Office; and

BE IT FURTHER RESOLVED that pursuant to N.J.S.A. 40A:65-4(b), a copy of the Shared Services Agreement shall be filed with the New Jersey Department of Community Affairs, Division of Local Government Services; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

No Sufficiency of Funds Required :

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:

[Signature]
[Signature]

Vote Record - Resolution 16402		Yes/Aye	No/Nay	Abstain	Absent
☒ Adopted	James Baker Jr	☒	☐	☐	☐
☐ Adopted as Amended	Angela R. Garretson	☒	☐	☐	☐
☐ Defeated	Sergio Granados	☒	☐	☐	☐
☐ Tabled	Bette Jane Kowalski	☐	☐	☐	☒
☐ Withdrawn	Lourdes M. Leon	☒	☐	☐	☐
	Alexander Micabella	☒	☐	☐	☐
	Kimberly Palmieri-MouDED	☒	☐	☐	☐
	Christopher Hudak	☒	☐	☐	☐
	Rebecca Lynne Williams	☒	☐	☐	☐



BOROUGH OF FANWOOD

75 MARTINE AVENUE, NORTH
FANWOOD, NEW JERSEY 07023
(908) 322-8236 • FAX (908) 322-7178

ADMINISTRATION OFFICES

January 18, 2023

Mr. James Pellettiere, Clerk
Board of County Commissioners
County of Union
Administration Building
10 Elizabethtown Plaza
Elizabeth, New Jersey 07207

Re: Shared Services Agreement between County of Union and the Borough of Fanwood for the Operation of Emergency Dispatching Services

Dear Mr. Pellettiere:

Enclosed please find two executed Agreements between the County of Union and the Borough of Fanwood for the Shared Service Agreement listed above. Also enclosed for your convenience is our Resolution No. 2023-01-38 awarding same.

Please execute and return one fully executed copy to my office. As always, should you require any additional information, please do not hesitate to contact my office. Thank you.

Regards,

Kathleen Holmes
Borough Clerk

**BOROUGH OF FANWOOD,
UNION COUNTY, NEW JERSEY**

RESOLUTION: 2023-01-38	DATE OF ADOPTION: JANUARY 17, 2023
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**RESOLUTION AUTHORIZING THE BOROUGH TO ENTER INTO
AN EXTENSION OF THEIR AGREEMENT WITH THE COUNTY OF UNION FOR
THE OPERATION OF EMERGENCY DISPATCHING SERVICES**

WHEREAS, the Borough of Fanwood ("the Borough") is in need of emergency dispatching services for the public safety of its citizens; and

WHEREAS, the County of Union ("the County") has the facilities and the personnel to provide this type of service for the Borough; and

WHEREAS, the County is the current provider of these services for the Borough and has provided these services to the Borough for several years and the Borough is satisfied with the dispatching services it receives; and

WHEREAS, the New Jersey Public Contracts Law, *N.J.S.A. 40A: 11-1 et. seq.* and the New Jersey Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A: 65-1 et. seq.*, together provide an exception to the public bidding process and permits a public entity to directly enter into an agreement for emergency services of this type to provide for the public safety of a municipality's citizenry; and

WHEREAS, the Borough and the County have had a good contractual relationship in the past and desire to continue their arrangement by entering into an extension of their 2020 agreement and wish to move forward in the public interest; and

NOW THEREFORE BE IT RESOLVED, the Mayor and Council of the Borough of Fanwood hereby authorize the Mayor to execute and extension of the Borough's Agreement with the County of Union for dispatch services for an amount not to exceed \$94,201.34 for the first year with 2% increases for each subsequent year for the term of the Agreement

A copy of this Resolution shall be forwarded to the New Jersey Division of Local Government Services pursuant to law after execution of the Agreement.

Certified to be a true copy of a Resolution adopted by the Governing Body of the Borough of Fanwood at the duly held Meeting on the 17th day of January, 2023.  Kathleen Holmes, Borough Clerk	MOTION: Councilmember Patricia Walsh
	SECOND: Councilmember Katherine Mitchell
	YES: Councilmembers Anthony Carter, Gina Banks, Katherine Mitchell and Patricia Walsh
	NO: None
	ABSTAIN: None
	ABSENT: Councilmember Jeffrey Banks and Erin McElroy-Barker

**SHARED SERVICES AGREEMENT
FOR THE OPERATION OF EMERGENCY DISPATCHING SERVICES
BETWEEN
THE COUNTY OF UNION
AND
THE BOROUGH OF FANWOOD**

THIS SHARED SERVICES AGREEMENT, made and entered into this day of Jan 23, 2023 (this "Agreement") between the County of Union, a body politic of the State of New Jersey, located at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 ("County") and the Borough of Fanwood, a body politic of the State of New Jersey, located at Borough Hall, 75 North Martine Avenue, Fanwood, New Jersey 07023 ("Fanwood"), collectively referred to as the "Parties".

WHEREAS, Fanwood has expressed an interest in joining the County to establish a shared dispatching service; and

WHEREAS, pursuant to the proposed arrangement the County would serve as Fanwood's 9-1-1 public safety answering point for dispatching Fanwood emergency services, including Police, Fire and EMS; and

WHEREAS, both parties acknowledge that the implementation of a shared dispatch service requires the upgrade of Fanwood current records management system and integration with the County's computer-aided dispatch and records management system; and

WHEREAS, in order to facilitate the continuity of operations between both Parties, the County will require the upgrading of Fanwood current records management system and integration with the County's computer-aided dispatch and records management system; and

WHEREAS, the purpose of this Shared Services Agreement is to establish a program for the shared dispatching services and to set forth the responsibilities of the Parties under this Agreement.

Now in consideration of the mutual covenants and agreements the parties do hereby agree as follows:

I. COUNTY OBLIGATIONS:

- 1) The County's Police Dispatching Center shall serve as the Fanwood 9-1-1 public safety answering center and shall assume the responsibility of dispatching Police, Fire, and EMS as necessary for calls received from Fanwood.
- 2) The County shall offer the following additional ancillary services:
 - a. Implement a GPS tracking program for Fanwood police vehicles;
 - b. House prisoners at Union County Police Headquarters lookup during hours when no Fanwood Police Officers are available to watch the prisoners in Fanwood Police Headquarters; and

- c. Permit use of the County's radio system by the Fanwood Police, Fire, and EMS agencies and assign talk groups on radio system for dispatching purposes. The County reserves the right to consolidate agencies to talk groups to ensure effective communications and dispatch operations.
 - d. Install necessary software into existing laptops in vehicles to facilitate integration with Counties Computer Aided Dispatch (CAD) system
- 3) The County shall maintain ownership to the County's Police Dispatch Center, including work stations, computers and telephone systems. The County shall operate and maintain all equipment located in the County's Police Dispatch Center.
 - 4) The County shall be responsible for the maintenance of County owned software and systems.
 - 5) The County, in its sole discretion, may hire additional staff as may be necessary to address the additional responsibilities.
 - 6) All of the costs of the services identified as the County's Obligations in this Section shall be at the County's sole cost.
 - 7) 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 Fanwood.

II. FANWOOD OBLIGATIONS:

- 1) Fanwood agrees to take all necessary steps to effectuate the records management system and integration with the County's computer-aided dispatch and records management system to ensure compatibility between the systems.
- 2) Fanwood shall pay any individual maintenance fees associated with the tracking devices to be placed or already located on the Fanwood police vehicles. Fanwood shall take the necessary efforts to ensure that said devices shall be capable of successfully communicating with the County's system.
- 3) Fanwood shall be responsible for purchasing its own radios for use by Fanwood's police officers.
- 4) Fanwood shall be responsible for the maintenance costs of Fanwood owned software and hardware used by Fanwood's police officers.
- 5) Fanwood shall be responsible for any changes to their existing systems that may be required to assure that all of Fanwood's emergency dispatch technology is directed to the County's Police Dispatch Center and is compatible with the County's system.
- 6) Fanwood shall be responsible to pay the County an amount not to exceed \$94,201.34 per year for the initial one (1) year term with a subsequent two (2%) percent increase each additional year for the remaining nine (9) years of the ten (10) year term of this Agreement, as follows:

- Year 1 = An amount not to exceed \$94,201.34 annually
- Year 2 = An amount not to exceed \$96,085.36 annually
- Year 3 = An amount not to exceed \$98,007.08 annually
- Year 4 = An amount not to exceed \$99,967.23 annually
- Year 5 = An amount not to exceed \$101,966.58 annually
- Year 6 = An amount not to exceed \$104,005.92 annually
- Year 7 = An amount not to exceed \$106,086.03 annually
- Year 8 = An amount not to exceed \$108,207.76 annually
- Year 9 = An amount not to exceed \$110,371.92 annually
- Year 10 = An amount not to exceed \$112,579.36 annually

Under the term of this Agreement, the total amount due from Fanwood to the County is an amount not to exceed \$1,031,478.58.

- 7) Payment, pursuant to Section II, Paragraph 6 of this Agreement, shall be made by Fanwood quarterly, with the first payment due on or before the first day of the fourth month following the commencement of this Agreement.
- 8) Fanwood Police will utilize Mobile Data Terminals (MDT's) for all status changes with County Dispatch and will initiate low priority officer initiated calls directly through the MDT thereby eliminating radio traffic with County Dispatch.

III. GENERAL TERMS:

- 1) This Agreement is for a ten (10) year term and shall commence as of January 1, 2023 and continue through December 31, 2032.
- 2) Either party may terminate this Agreement at any time upon giving at least six (6) months written notice to the other party unless the Parties mutually agree to a shorter time period.
- 3) To the extent permitted by law, Fanwood hereby agrees to 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 negligence of Fanwood or any of its officers, agents, employees, contractors or servants in the performance of Fanwood's responsibilities or through any negligent act or omission on the part of Fanwood or any of its officers, agents, servants or contractors.
- 4) To the extent permitted by law, the County hereby agrees to indemnify, save, defend, and hold harmless Fanwood, 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 Fanwood or any of its officers, agents, employees, contractors or servants may be put by reason of injury to person or property resulting from the 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 on the part of the County or any of its officers, agents, servants or contractors.

- 5) The Parties represent and warrant that:
- a. They are fully authorized to enter into this Agreement,
 - b. 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,
 - c. The making and performance of this Agreement will not violate any provisions of law or of their respective articles of incorporation, charter, code or bylaws.
- 6) The Parties have read this entire Agreement and know the contents hereof, that the terms hereof are contractual and not merely recitals, and that they have signed this Agreement of their own free act, and in making this Agreement, they have obtained the advice of legal counsel. Both Parties to this Agreement acknowledge their respective authority to enter into this Agreement and confirm that each party has adopted a resolution authorizing entry into this Agreement pursuant to N.J.S.A. 40A.65-5(a).
- 7) No term or provision of this 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.
- 8) 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. No amendment, modification or addendum shall be effective unless in writing 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.
- 9) 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).
- 10) In the event of any dispute under this Agreement, the Parties shall 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.

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

12) 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 (eg., 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.

a Notices to the County shall be given to
Clerk, Board of County Commissioners
County of Union
Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207

with a copy of the notices sent to:

County Counsel
County of Union
Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207

b Notices to Fanwood shall be given to.
Borough Clerk
Borough of Fanwood
Borough Hall
75 North Martine Avenue
Fanwood, NJ 07023

with a copy of the notices sent to:

Borough Attorney
Borough of Fanwood
Borough Hall
75 North Martine Avenue
Fanwood, NJ 07023

13) 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 all electronic 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.

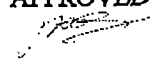
ATTEST:


JAMES PELLETIERE, Clerk
Board of County Commissioners

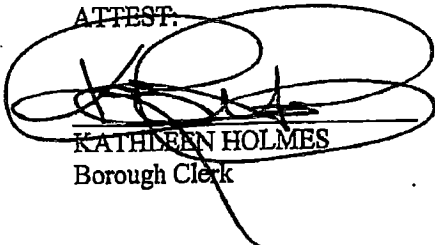
COUNTY OF UNION


Edward Oatman (Jan 22, 2022 10:08 EST)
EDWARD T. OATMAN
County Manager

APPROVED AS TO FORM:


BRUCE H. BERGEN, ESQ.
County Counsel

ATTEST:


KATHLEEN HOLMES
Borough Clerk

BOROUGH OF FANWOOD


COLLEEN MAHR
Mayor

APPROVED AS TO FORM:


RUSSELL HUEGEL, ESQ.
Borough Attorney