

**SHARED SERVICE AGREEMENT
FOR THE PROVISION OF EMERGENCY DISPATCH SERVICES
BY THE COUNTY OF MONMOUTH, THROUGH
THE MONMOUTH COUNTY
SHERIFF'S OFFICE, COMMUNICATIONS DIVISION**

THIS SHARED SERVICE AGREEMENT (the "Agreement") is made this ___ day of _____, 20___ by and between the COUNTY OF MONMOUTH, a body politic of the state of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 and the MONMOUTH COUNTY SHERIFF'S OFFICE with its principal offices located at 2500 Kozloski Road, Freehold, New Jersey 07728 (hereinafter jointly referred to as the "County"), and BOROUGH OF TINTON FALLS, in the County of Monmouth, a municipal corporation of the State of New Jersey, (referred to as the "Municipality").

IT IS AGREED:

1. Services.

- The County, under the auspices of the Monmouth County Sheriff's Office, Communications Division, will serve as the Public Safety Answering Point (PSAP) for the Municipality, in accordance with the participation plan previously submitted by the Municipality. The County will provide all calls to the Municipality by call relay, transfer, or direct emergency dispatch, in accordance with the Municipality's participation plan. The system will meet the technical requirements and operational standards set forth in *N.J.A.C. 17:24-1, et seq.* The County will provide direct emergency dispatch services for Police, Fire and Emergency Medical Services (EMS) for the Municipality.
- The County will provide computer related services to support any call taking and dispatching functions for the Municipality as may be required. Public safety software and related features/capabilities may include, but are not limited to, mobile client, field reporting, Computer Aided Dispatch (CAD) and records management.
- The Municipality will maintain and support all local hardware, routers and air cards.

- The County will maintain and support all core infrastructure equipment and systems located at the Communications Division, which includes all routers and servers.
 - If the Municipality decides to procure and utilize an Automatic License Plate Recognition (ALPR) system, then the County will physically store and maintain a server environment to host a regional ALPR system, subject to the following provisions:
 - i. The Municipality shall procure and maintain all local equipment to operate an ALPR system, including all recurring costs associated with setting up the local ALPR system. This equipment shall include, but not be limited to client computers, local servers, cameras, network infrastructure to connect to the regional ALPR network.
 - ii. The County shall have the Municipality's ALPR data available 24/7 or for the maximum uptime, given routine server service and unplanned outages.
 - iii. The regional server environment shall be redundant, to minimize downtime and to ensure the highest level of system availability.
 - iv. Both parties shall employ the same data security practices when utilizing the local ALPR system as is required when accessing and utilizing the National Crime Information Center (NCIC) system.
2. **Term.** The County shall provide said services for a three (3) year period commencing January 1, 2023, or as soon thereafter as the services begin, through December 31, 2025.
3. **Compensation.** The full 2023 fee to be paid by the Municipality shall be \$298,302.00. The annual fee for the 2nd and 3rd years of the Agreement shall be subject to a 2.0% increase for each year. Upon receipt of a proper invoice from the County, the Municipality shall pay the annual fee on or about April 1st of each year.

Municipality contact person who handles billing:

Name: SHANON RATHYEN

Title: PURCHASING AGENT, QPA

Phone & Email: 732-512-3400 EXT. 252
SRATHYEN@TINTONFALLS.COM

4. **Authorization.** This Agreement is permitted under the New Jersey Uniform Shared Services and Consolidation Act pursuant to *N.J.S.A. 40A:65-1, et seq.*
5. **Indemnification.** The County shall defend, indemnify and save harmless the Municipality, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the Municipality may be subjected by reason of any actions or inactions by the County or its officers, agents or employees.

The Municipality shall defend, indemnify and save harmless the County, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the County may be subjected by reason of any actions or inactions by the Municipality or its officers, agents or employees.

6. **Termination.** Either party may terminate this Agreement with a minimum of ninety (90) days written notice, with or without cause. The County explicitly reserves the right to terminate this Agreement upon immediate written notice for the following reasons:

- (a) The Municipality has failed to make timely payment for services rendered, in response to the County's invoice.

(b) The Municipality has failed to comply with the State and County system guidelines, provided that the Municipality has been notified of the failure(s) and not cured the failure(s) within a reasonable time following such notice.

7. **Filing of Agreement.** The Clerk of the County's Board of County Commissioners shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs.
8. **Authority to Execute.** Each party to this Agreement represents to the other party that its governing body has duly adopted a resolution or ordinance authorizing the execution of this Agreement.
9. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.
10. **Counterparts.** This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
11. **Notices.** Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the County:

County of Monmouth
Address: 1 East Main Street, Freehold NJ 07728
Attn: Elizabeth Perez, Shared Services Coordinator
Email: Elizabeth.perez@co.monmouth.nj.us
Fax:

To the Municipality:

Or to such other address or individual as any party may from time to time notify the other.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, attested and sealed by their respective and duly authorized officials.

COUNTY OF MONMOUTH

[MUNICIPALITY]

By: Thomas Arnone
Title: Commissioner Director

By: _____
Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST

Clerk of the Board

Municipal Clerk

MONMOUTH COUNTY SHERIFF'S OFFICE

By: Shaun Golden
Title: Sheriff

Date: _____

WITNESS/ATTEST:
