

TOWNSHIP OF EVESHAM

RESOLUTION NO. 284-2010

AUTHORIZING PARTICIPATION IN A  
SHARED SERVICES AGREEMENT FOR UTILIZATION OF THE  
BURLINGTON COUNTY, DEPARTMENT OF PUBLIC SAFETY,  
DIVISION OF CENTRAL COMMUNICATIONS/911 CALL SERVICE

WHEREAS, the Township Council of the Township of Evesham recognizes the need to provide residents of the Township of Evesham with appropriate cost savings measures and opportunities for the benefit of all residents of the Township of Evesham; and

WHEREAS, Evesham Township is desirous of participating with other municipalities, townships and boroughs within the County to allow for routing of Central Communications and "911" calls through the Burlington County Office of Emergency Management which services are paid for and administered by Burlington County; and

WHEREAS, it is deemed to be in the best interests of the residents of Evesham Township to be included within this Central Communications service and to memorialize the specific terms and conditions of such shared services agreement between the County and the Township of Evesham; and

WHEREAS, the County and the Township of Evesham would maintain the mutual responsibilities as detailed in the attached Shared Services Agreement between the parties for the period of July 1, 2010 through June 30, 2013; and

WHEREAS, the Township of Evesham evidences its desire to enter into such Agreement through passage of this resolution; and

WHEREAS, the County and the Township of Evesham are authorized by the "Shared Services Act", N.J.S.40A:65-4, et seq. to enter into any contract with joint provision of any service which any party to the agreement is authorized to render within its own jurisdiction; and

WHEREAS, the Township of Evesham has agreed to participate as documented in the attached Shared Services Agreement between the County of Burlington and the Township of Evesham, establishing the respective rights and obligations of the parties regarding this Shared Services Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey that:

1. The attached Shared Services Agreement between Burlington County Department of Public Safety, Division of Central Communications and the Township of Evesham for utilization of the Burlington County Department of Public Safety, Division of Central Communications/911 call service shall be effective for the period of July 1, 2010 through June 30, 2013.
2. The Mayor and Township Clerk are hereby authorized to sign, seal, and execute the Agreement on behalf of the Township of Evesham subject to review, revision approval by the Evesham Township Solicitor.
3. The Township Manager of the Township of Evesham is authorized to take any action necessary to implement the terms of the Shared Services Agreement.
4. The term of this Agreement shall be for a period of three (3) years commencing in July 1, 2010 and terminating June 30, 2013.
5. All terms, conditions and responsibilities between the parties as detailed in the attached Shared Services Agreement shall remain in full force and effect.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at its meeting held in the Municipal Building, 984 Tuckerton Road, Marlton, New Jersey 08053 on October 5, 2010.

*Carmela Bonfrisco*

Carmela Bonfrisco, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAYE	ABSTAIN	ABSENT
CROFT			✓			
HACKMAN		✓	✓			
HOWARTH	✓		✓			
MCKENNA			✓			
MAYOR BROWN			✓			

Res. # 403  
DATE: June 23, 2010

SHARED SERVICES AGREEMENT  
BETWEEN  
THE BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF BURLINGTON  
AND  
TOWNSHIP OF EVESHAM

THIS AGREEMENT made this 23rd day of June, 2010, by and between the Board of Chosen Freeholders of the COUNTY OF BURLINGTON, a body corporate and politic of the State of New Jersey, having its principal offices located at 49 Rancocas Road, Mount Holly, NJ (hereinafter referred to as "County") and the Township of Evesham, in the County of Burlington, a municipal corporation of the State of New Jersey, having its principal offices located at 984 Tuckerton Rd, Marlton, Burlington County, New Jersey 08053 (hereinafter referred to as "Entity"); and

WITNESSETH:

WHEREAS, the County has been requested by the Entity by resolution No. 284-2010 attached hereto as Schedule "A" to assume responsibility for Entity's Central Communications/"911 calls" through Burlington County, Public Safety Department, Division of Central Communications; and

WHEREAS, the County has determined that a combination of Entity's request will serve as a cost savings measure through this cost sharing arrangement between County and Entity; and

WHEREAS, the County believes that providing this service to Entity will result in no detriment to the County Central Communications system and will ultimately provide a benefit to all residents of Burlington County; and

WHEREAS, such accommodation can be made to Entity pursuant to these specific terms and conditions of this Agreement; and

WHEREAS, it is the desire of the Entity and the County to enter into this agreement in order to clearly define the responsibilities and obligations of the County and the Entity in connection with the project;

WHEREAS, in order to facilitate such Agreement and allow such use, the County received the approval of Entity's participation in this Shared Services Agreement through passage of Entity Resolution # 284 -2010 as authorization by Entity on October 5, 2010.

WHEREAS, the Entity has agreed to provide all indemnification and insurance requirements as requested by the County; and

WHEREAS, the County has consented to participate in this Shared Services Agreement as evidenced by the Freeholder Board's adoption of Resolution No. 403 as dated June 23, 2010 attached hereto as Schedule "C";

NOW, THEREFORE, and in consideration the County and the Entity agree as follows:

**ENTITY RESPONSIBILITIES AND OBLIGATIONS**

1. Entity shall provide all information and technological services to County as requested by County in order to facilitate a smooth transition of services from Entity to County.
2. Entity shall, upon request by County, provide at no charge needed facility space (within Entity's borders) to County, on an "as needed" basis, should County decide to rotate amongst facilities for Emergency Management, training, or other exercise purposes.
  - a. Entity shall, upon request by County, provide at no charge appropriate space on any Entity facility (i.e. roof, co-location on existing tower, water tower, etc.) for location of County equipment (i.e. antennae, dish, etc.) and/or provision of vacant space for construction by County of any needed tower, equipment, dish, etc. Provision of such space

shall be made by Entity to County at no cost to County.

3. Entity shall provide such services, on an "as needed" basis to County at no additional cost or expense pursuant to this Agreement.

4. Entity shall indemnify and hold harmless the County from any and all claim, liability or loss suffered by Entity or by County or by third persons arising as a result of the implementation of the County assuming responsibility of Entity's Central Communications/911 calls including but not limited to reasonable attorneys fees and court costs provided that such claim, liability or loss does not result from the negligent nor tortuous acts or omissions of the County, or its employees, agents or subcontractors.

5. Entity shall provide proof of commercial/general liability showing the limits of Entity's insurance. Such certificate shall be issued to the Burlington County Risk Manager at 49 Rancocas Road, P.O. Box 6000, Mount Holly, New Jersey 08060.

6. The parties hereto may modify and/or amend the obligations and duties set forth in this agreement, by mutual consent, set down in writing and executed by both parties.

**B. COUNTY RESPONSIBILITIES AND OBLIGATIONS**

The County agrees to:

1. Take any and all actions necessary to assist Township with implementation of the referenced Shared Services Agreement.

2. The County agrees to provide to the Entity routing of Central Communications/911 calls through the County's Office of Public Safety Services which processes shall be coordinated between the parties.

3. The parties hereto may modify and/or amend all obligations and duties set forth in this agreement, by mutual consent, set down in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed, attested and sealed by their respective and duly authorized officials on the date and year first

written above.

(SEAL)

BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF BURLINGTON

Attest:

Paul Drayton  
Paul Drayton  
County Administrator

By:

Bruce Garganio  
Bruce Garganio  
Freeholder Director

(SEAL)

ENTITY

Attest:

Carmela DeFusco  
Township Clerk/Administrator

By:

[Signature]  
Mayor

I HEREBY CERTIFY THAT THE FOREGOING IS A  
TRUE, FULL AND CORRECT COPY OF RESOLUTION  
NO. 405 ADOPTED BY THE BOARD OF CHOSEN  
FREEHOLDERS OF THE COUNTY OF BURLINGTON,  
NJ, AT ITS MEETING DATED JUN 23 2010

*Public  
Meeting*

*Paul Stewart*  
CLERK OF THE BOARD

## RESOLUTION

WHEREAS, the Burlington County Board of Chosen Freeholders (hereinafter the "Board") recognizes the need to provide residents of the County and its various townships with appropriate cost savings measures and opportunities for the benefit of all residents of the County; and

WHEREAS, a number of municipalities, townships and boroughs within the County (hereinafter "Entity" or "Entities") have requested that Burlington County, through the Burlington County Department of Public Safety, Division of Central Communications, allow for routing of Central Communications and "911" calls through the Burlington County Office of Emergency Management which services are paid for and administered by Burlington County; and

WHEREAS, a number of entities have availed themselves of the opportunity of utilization of these services for a number of years; and

WHEREAS, additional entities have requested to be included within this Central Communications service whereby the Board deems it advantageous to now memorialize the specific terms and conditions of such shared services agreement between the County and the entities availing themselves of this service; and

WHEREAS, the County and the entity would maintain the mutual responsibilities as detailed in the attached Shared Services Agreement between the parties for the period of July 1, 2010 through June 30, 2013; and

WHEREAS, the County evidences its desire to enter into such Agreement through passage of this resolution; and

WHEREAS, the entities will evidence their desire to enter into such Agreement through passage of an appropriate resolution or ordinance on or before commencement of the Shared Services Agreement with the County and the entity; and

WHEREAS, the County and the entity are authorized by the "Shared Services Act", N.J.S. 40A:65-4, et seq. to enter into any contract with joint provision of any service

ADOPTED \_\_\_\_\_, 2010

\_\_\_\_\_  
CLERK

# RESOLUTION

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which any party to the agreement is authorized to render within its own jurisdiction;  
and

WHEREAS, the parties have agreed to participate as documented in the attached Shared Services Agreement between the County of Burlington and the entity establishing the respective rights and obligations of the parties regarding this Shared Services Agreement; now, therefore, be it

RESOLVED by the Burlington County Board of Chosen Freeholders that:

1. The attached Shared Services Agreement between Burlington County Department of Public Safety, Division of Central Communications and the various entities for utilization of the Burlington County Department of Public Safety, Division of Central Communications/911 call service shall be effective for the period of July 1, 2010 through June 30, 2013.
2. The Burlington County Administrator is hereby authorized to sign, seal, execute and witness/attest the Agreement on behalf of the Board of Chosen Freeholders of the County of Burlington in accordance with the Rules of the Board.
3. The Burlington County Administrator is authorized to take any action necessary to implement the terms of the Shared Services Agreement.
4. The term of this Agreement shall be for a period of three (3) years commencing July 1, 2010 and terminating June 30, 2013.
5. All terms, conditions and responsibilities between the parties as detailed in the attached Shared Services Agreement shall remain in full force and effect.

\_\_\_\_\_  
Mary Ann O'Brien, Freeholder

ADOPTED June 23, 2010

\_\_\_\_\_  
Paul Drayton,

CLERK

STATE OF NEW JERSEY )

COUNTY OF BURLINGTON )

BE IT REMEMBERED, that on this 12<sup>th</sup> day of October, 2010 before me the subscriber, personally appeared Carmela Bonfrisco, by me duly sworn on ~~his~~/her oath depose and make proof to my satisfaction, that ~~he~~/she is the Clerk/Administrator of the Entity in the County of Burlington, the Entity named in the within instrument; that Carmela Bonfrisco is the Clerk/Administrator of said Entity; that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the Council of said Entity; that deponent well knows the official seal of said Entity; and the official seal affixed to said instrument signed and delivered by said Clerk/Administrator, as and for ~~his~~/her voluntary act and deed and as for the voluntary act and deed of said Entity, in presence of deponent, who thereupon subscribed her name thereto as witness.

Carmela Bonfrisco  
Entity Clerk/Administrator

Sworn and Subscribed to

Before me this 12<sup>th</sup> day

of October, 2010.

M. Schmitt



SCHEDULE A  
 LIST OF SHARED SERVICES ENTITIES FOR CENTRAL COMMUNICATIONS/"911 CALL" SERVICE  
 EFFECTIVE JULY 1, 2010 TO JUNE 30, 2013

BASS RIVER TOWNSHIP
BEVERLY CITY
BORDENTOWN CITY
BORDENTOWN TOWNSHIP
BORDENTOWN TOWNSHIP FIRE DISTRICT NO. 2
BURLINGTON CITY
BURLINGTON TOWNSHIP
CHESTERFIELD TOWNSHIP
CINNAMINSON TOWNSHIP
CINNAMINSON FIRE DISTRICT #1
DELANCO TOWNSHIP
DELANCO FIRE DISTRICT #1
DELTRAN TOWNSHIP
EASTAMPTON TOWNSHIP
EASTAMPTON BOARD OF FIRE COMMISSIONERS
EDGEWATER PARK TOWNSHIP
ENDEAVOR EMERGENCY SQUAD
EVESHAM TOWNSHIP
FIELDSBORO BOROUGH
FLORENCE TOWNSHIP
FLORENCE TOWNSHIP FIRE DISTRICT NO. 1
HAINESPORT TOWNSHIP
LUMBERTON TOWNSHIP
MANSFIELD TOWNSHIP
MAPLE SHADE TOWNSHIP
MEDFORD LAKES BOROUGH
MEDFORD TOWNSHIP
MOORESTOWN TOWNSHIP
MOORESTOWN FIRE DISTRICT NO. 1
MOORESTOWN TOWNSHIP BOARD OF FIRE COMMISSIONERS, FIRE DISTRICT NO. 2
MOUNT HOLLY TOWNSHIP
MOUNT LAUREL TOWNSHIP
MOUNT LAUREL FIRE DISTRICT #1
NEW HANOVER TOWNSHIP
NORTH HANOVER TOWNSHIP
PALMYRA BOROUGH
PEMBERTON BOROUGH
PEMBERTON TOWNSHIP
RIVERSIDE TOWNSHIP
RIVERSIDE TOWNSHIP BOARD OF FIRE COMMISSIONERS
RIVERTON BOROUGH
SHAMONG TOWNSHIP (INCLUDING INDIAN MILLS FIRE COMPANY)
SOUTHAMPTON TOWNSHIP
SPRINGFIELD TOWNSHIP
TABERNACLE TOWNSHIP
WASHINGTON TOWNSHIP
WESTAMPTON TOWNSHIP
WILLINGBORO TOWNSHIP
WOODLAND TOWNSHIP
WRIGHTSTOWN BOROUGH