

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF MORRIS, NEW JERSEY

RESOLUTION NO. 17

ADOPTED: December 20, 2010

BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Morris in the State of New Jersey as follows:

- 1) The Director of the Board of Chosen Freeholders is hereby authorized to sign and execute an interlocal services agreement for emergency radio dispatching services provided by the County's Communication System to the Township of Long Hill for the period April 1, 2012 through December 31, 2016, a copy of which is on file in the Office of the Department of Law and Public Safety and made a part hereof by reference.
- 2) This resolution shall take effect in accordance with the law.

I hereby certify this to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Morris in the State of New Jersey at a regular meeting held on December 20, 2010.



Diane M. Ketchum, Clerk of the Board

INTERLOCAL SERVICE AGREEMENT
FOR
RADIO DISPATCHING SERVICES

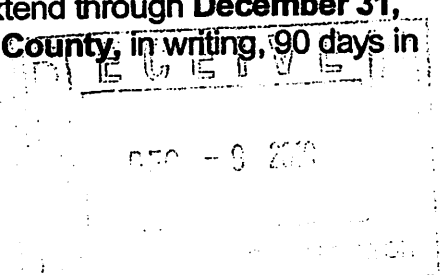
THIS CONTRACT, made and entered into this 1st day of December 2010 by and between the County of Morris (hereinafter "County") and Long Hill Township (hereinafter "Municipality")

WITNESSETH

WHEREAS, the **Municipality** has a need for radio dispatching services and the **County** has the ability to make the service available, on terms set forth, in consideration of payment as herein provided:

NOW, THEREFORE, it is understood and agreed as follows:

1. The **County** shall provide the following services to the **Municipality** in a continuous, 24-hour per day basis commencing **April 1, 2012** and continuing throughout the term of this agreement:
 - (a) Accept and transmit emergency calls for police, fire, and ambulance vehicles within the territorial jurisdiction of the **Municipality** and activate sirens and/or plectrons and/or pagers when appropriate;
 - (b) Maintain a computer log of all calls dispatched, showing date, time, source, and disposition of each call;
 - (c) Provide event reports, based on the material in the computer log, as requested by corresponding emergency service agency heads of the **Municipality**;
 - (d) Page individual officials of the **Municipality**, to the extent that paging devices are made available to those individuals at the expense of the **Municipality**;
 - (e) Monitor existing municipal government alarm installations where facilities are established therefore at the expense of the **Municipality** and dispatch police, fire, and/or first aid units in response thereto. (The County does not accept private alarm connections).
2. The services listed in paragraph 1 hereof shall be performed by personnel to be hired, paid, and supervised by the Department of Law & Public Safety of the **County** and using physical facilities of the **County**.
3. The **Municipality** agrees to pay the **County** an annual contract amount based on calculations referenced in **Addendum A**.
4. This agreement shall take effect on **April 1, 2012** and extend through **December 31, 2016**, or until such time as the **Municipality** notifies the **County**, in writing, 90 days in



advance, of the date the **Municipality** no longer requires these services.

5. The **Municipality** is solely responsible for the purchase, installation and maintenance of its radio equipment. The **Municipality** shall not purchase, install or replace radio equipment for use on the **County** trunking radio system without prior approval of the **County**.

6. The primary purpose of the County Radio Infrastructure is to satisfy the needs of the County of Morris, and provision of access to this system by the **County** to the **Municipality** is purely voluntary. Accordingly, the quality of reception in all geographic areas of the County cannot be guaranteed to the **Municipality**. Therefore, the **Municipality** acknowledges that this agreement covers the use of the system as it is established for the County of Morris and the **County** is not obligated to alter the system in any way to improve access in any geographic area within the **County** where reception is inadequate for the purposes of the **Municipality**.

****The County radio system does not provide continuous coverage in certain geographical areas of Long Hill Township. The County, however, has plans to improve coverage in this area by the implementation date of this Agreement. However, if the improvements are not operational by the implementation date of this Agreement, the Township shall have the right to extend the effective date of this Agreement until a mutually agreed upon date between the Municipality and the County****

7. The operation of each radio unit shall be in accordance with the rules and regulations of the Federal Communications Commission of the United States, as well as the rules and regulations of the County, as may be in effect at the time of the signing of the agreement or may hereinafter be adopted.

8. The **Municipality** shall participate in the Automatic Vehicle Locator (AVL) mapping system for police patrol vehicles.

9. The **Municipality** agrees to abide by the Morris County Communications Division operational policies that are consistent with current laws, regulations and APCO/CALEA standards.

10. Payments to be made to the **County** by the **Municipality** under paragraph 3 of this agreement shall be made at such time as is agreed upon by the chief fiscal officers of the parties hereto, consistent with statutory and other legal requirements. If there is no agreement between the chief fiscal officers within 90 days of the date of this agreement, or if payment is not made by the municipality within 60 days of the agreed upon date for any payment by the municipality, the County reserves the right, and may terminate services under this agreement.

11. This agreement is subject to the availability of appropriate funds and staff to execute its provisions.

12. This agreement is entered into pursuant to the provisions of N.J.S.A. 40A:65-1 et

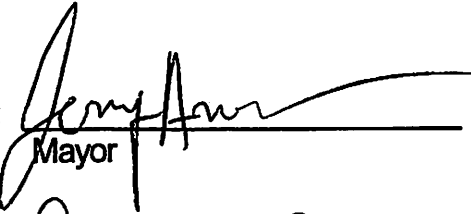
seq. (Shared Services and Consolidation) and it is the intent of the parties hereto that the provisions hereof shall be construed to give full effect to the legislative intent expressed therein.

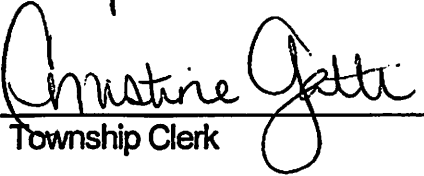
13. In addition to the other rights and remedies of the parties herein, the Township of Long Hill agrees to indemnify and hold harmless the County of Morris, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Township of Long Hill's personnel arising out of this Agreement or any of the obligations assumed by the Township of Long Hill hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Township of Long Hill is solely or jointly responsible for such liability. In the event it is determined by a Court that the Township of Long Hill is not solely responsible for said liability, then the Township of Long Hill's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Township of Long Hill. The Township of Long Hill, upon notice from the County, shall resist and defend, at the expense of the Township of Long Hill, such action or proceeding with counsel reasonably satisfactory to the County. In addition, at its option, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Township of Long Hill's obligation under this paragraph. In addition to the other rights and remedies of the parties herein, the County agrees to indemnify and hold harmless the Township of Long Hill, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the County arising out of this agreement or any of the obligations assumed by the County hereunder, provided it is determined by a Court having the appropriate jurisdiction that the County is solely or jointly responsible for such liability. In the event it is determined by court that the County is not solely responsible for said liability, then the County's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the County. The County, upon notice from the Township of Long Hill, shall resist and defend, at the expense of the County, such action or proceeding with counsel reasonably satisfactory to the Township of Long Hill. In addition, at its option, the Township of Long Hill may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the County's obligation under this paragraph.
14. The **Municipality** agrees (a) that the law of the State of New Jersey shall be the operative law in this agreement and in any subsequent contract or any related matters; and (b) that the **Municipality** submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this agreement or any subsequent contract based on this agreement. This provision shall govern in spite of language to the contrary in any submitted proposal, supporting documentation or contract language submitted with or subsequent to the agreement.
15. At the conclusion of the agreement the **County** and **Municipality** will review the existing agreement and determine if any revisions are necessary.

IN WITNESS THEREOF, the parties hereto have caused their authorized officials to affix their


atures and proper corporate seals, the day and year first written above.

FOR: TOWNSHIP OF LONG HILL

BY: 
Mayor

ATTEST: 
Township Clerk

FOR: COUNTY OF MORRIS

BY: 
Board of Chosen Freeholders

ATTEST: 
Diane M. Ketchum, Clerk of the Board of
Chosen Freeholders

INTERLOCAL SERVICES AGREEMENT
FOR RADIO DISPATCHING SERVICES

Addendum A

Morris County Communications Center Dispatch Services

Provided for (Municipality): Township of Long Hill

Term: April 1, 2012 - December 31, 2016

Service Fee

2012 Service	\$ 146,316.00 (prorated based on the start date of April 1, 2012)
2013 Service	\$ 198,990.00
2014 Service	\$ 202,970.00
2015 Service	\$ 207,029.00
2016 Service	\$ 211,169.00

County Trunked Radio System Use Fee

\$200 per year per radio recurring fee

Note: This Radio System Use Fee is in addition to the contracted dispatch service fee.

Number of Radios:

____ Police Base Stations ____ Mobile Radios ____ Portable Radios
____ Fire Vehicles ____ Fire Portables ____ EMS Vehicles ____ EMS Portables

TOTAL Radios = ____ x \$200 = **\$TBD**

2012 GRAND TOTAL \$ _____
(Service Fee, Transition & Trunk Fee)

**2013-2016 Total Fees will be calculated by October of the previous year
based on the sum of the Service Fee plus Trunk Fee**

**TOWNSHIP OF LONG HILL
RESOLUTION 10-364
AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE COUNTY OF MORRIS FOR
DISPATCH SERVICES**

WHEREAS, the Township of Long Hill desires to enter into an Interlocal Services Agreement, copy of which is attached hereto, for radio dispatch services from the County of Morris; and

WHEREAS, the Agreement is in full compliance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq; and

WHEREAS, this Agreement is to the mutual benefit of both the Township of Long Hill and the County of Morris;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Long Hill, in the County of Morris and State of New Jersey, that the Township Committee of the Township of Long Hill hereby approves the Interlocal Services Agreement with the County of Morris for radio dispatch services; and

BE IT FURTHER RESOLVED that this agreement shall take effect on April 1, 2012 or as soon thereafter as the necessary system improvements are completed and extend through December 31, 2016, or until such time as the Township notifies the County in writing, 90 days in advance, of the date the Township no longer requires these services; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign the attached Agreement; and

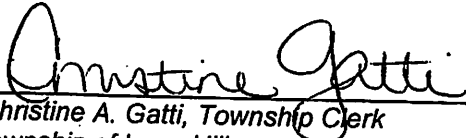
BE IT FURTHER RESOLVED that the Township Administrator is authorized to notify the Township of Bernards of this approval in order to effectuate the one year termination notification; and

BE IT FINALLY RESOLVED that a copy of the Resolution and the Agreement for Interlocal Services be sent to the County of Morris for their approval and signature. This Resolution shall take effect immediately.

Adopted by Township Committee on December 1, 2010

I, Christine A. Gatti Township Clerk of the Township of Long Hill, do hereby certify this document to be a true copy of the original which is on file in my office.

Date: 12/2/2010


Christine A. Gatti, Township Clerk
Township of Long Hill