

SERVICE AGREEMENT
FOR
EMERGENCY 9-1-1 AND DISPATCHING SERVICES

THIS CONTRACT, made and entered into this _____ day of _____
by and between the County of Morris (hereinafter "**County**") and Boonton Town (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 **January 1, 2018** 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** which is the annual **Invoice**.
4. This agreement shall take effect on **January 1, 2018** and remain in effect after execution unless terminated by either party. Either party may terminate this Agreement by providing one hundred eighty (180) days written notice to the other party.

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**.
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 Town of Boonton 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 Town of Boonton's personnel arising out of this Agreement or any of the obligations assumed by the Town of Boonton hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Town of Boonton is solely or jointly responsible for such liability. In the event it is determined by a Court that the Town of Boonton is

not solely responsible for said liability, then the Town of Boonton liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Town of Boonton. The Town of Boonton, upon notice from the County, shall resist and defend, at the expense of the Town of Boonton, 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 Town of Boonton'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 Town of Boonton, including its officers, trustees, employees, volunteers 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 Town of Boonton, shall resist and defend, at the expense of the County, such action or proceeding with counsel reasonably satisfactory to the Town of Boonton. In addition, at its option, the Town of Boonton 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 signatures and proper corporate seals, the day and year first written above.

FOR: _____

BY: _____
Mayor

ATTEST: _____
Town Clerk

FOR: COUNTY OF MORRIS

BY: _____
Board of Chosen
Freeholders

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



Morris County Communications Center Dispatch Services

Provided for (Municipality): Boonton Town

Term: January 1, 2018-December 31, 2018

2018 Service Fee: \$205,553.47

County Trunked Radio System Use Fee

\$200 per year per radio recurring fee

DPW Radios	TBD
Police Base Station:	1
Police Mobile:	13
Mobile Fire:	11
Mobile EMS:	2
Portable Police:	30
Portable Fire:	42
Portable EMS:	5
Total Radios:	104
Total Radio Fee:	\$20,800.00

2018 GRAND TOTAL \$226,353.47

Please Remit Payment To:
County of Morris
Treasurer's Office
PO Box 900
Morristown NJ 07963-0900