

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

THIS CONTRACT, made and entered into this 22 day of June 2022 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 6/22/2022 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 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 unit's 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 and 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 6/22/2022 and remain in effect after execution unless terminated by either party. (See paragraph 15).

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 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 systems 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 entered into pursuant to the provisions of N.J.SA 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.
12. 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 satisfactorily 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. If either party engages separate counsel, in addition to the attorneys retained by the indemnifying party, it shall be at their own expense.

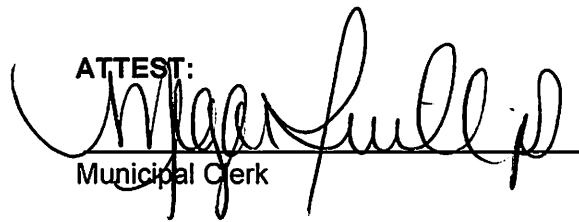
13. The **Municipality** agrees (a) that the law of the State of New Jersey shall be the operative law in this agreement and in any subsequent contract or any related matters; and (b) that the **Municipality** submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes 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.
14. At the conclusion of the agreement the **County** and **Municipality** will review the existing agreement and determine if any revisions are necessary.
15. Either party may terminate this agreement without cause by providing one hundred eighty (180) days written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused their authorized officials to their signatures and proper corporate seals, the day and year first written above.

FOR: Long Hill Township
Municipality

BY: 

Mayor

ATTEST: 

Municipal Clerk

FOR: COUNTY OF MORRIS

BY:

Board of County Commissioners

ATTEST:

Clerk of Board of County Commissioners