

**SHARED SERVICE AGREEMENT FOR  
POLICE DISPATCHING AND EMERGENCY COMMUNICATION SERVICES  
BETWEEN THE TOWNSHIP OF HOPEWELL  
AND BOROUGH OF PENNINGTON**

**THIS AGREEMENT**, made as of the \_\_\_\_\_ day of January, \_\_\_\_\_ by and between the **TOWNSHIP OF HOPEWELL** ("Hopewell Township"), a municipal corporation of the State of New Jersey, with principal offices located at 201 Washington Crossing-Pennington Road, Titusville, New Jersey 08560, and the **BOROUGH OF PENNINGTON** ("Pennington"), a municipal corporation of the State of New Jersey, with principal offices located at Borough Hall, 30 North Main Street, Pennington, New Jersey 08534.

**WITNESSETH:**

**WHEREAS**, Hopewell Township has the capacity to provide full police and emergency dispatching services to municipalities in the Hopewell Valley;

**WHEREAS**, the dispatching services provided by Hopewell Township include functioning as an answering and/or dispatch point for all police, fire and emergency medical service requests, serving as Public Safety Answering Point ("PSAP") under State laws governing emergency telecommunications services, and performing as a centralized point for command and control during emergency situations;

**WHEREAS**, the dispatching services provided by Hopewell Township for emergency 9-1-1 calls meet the requirements of N.J.S.A. 52:17C-1, et seq., which mandates that each New Jersey municipality establish, singly or in conjunction with other municipalities, or participate in regionally or on a county basis, a PSAP which utilizes enhanced 9-1-1 network features and conforms with State standards;

**WHEREAS**, a PSAP is a facility operated on a 24-hour basis which is responsible for receiving 9-1-1 calls and, as appropriate, directly dispatching emergency response services or transferring or relaying emergency 9-1-1 calls to agencies which dispatch or provide law enforcement, fire fighting, emergency medical services or other emergency services;

**WHEREAS**, as set forth in N.J.S.A. 52:17C-7, the formation of PSAP's that serve groups of municipalities is encouraged in the interest of reducing the cost and increasing the efficiency of the administration of emergency telecommunications;

**WHEREAS**, Pennington desires to contract with Hopewell Township for the provision of full police and other dispatching services, including but not limited to 9-1-1 emergency dispatching services which conform with the requirements of N.J.S.A. 52:17C-1, et seq.:

**WHEREAS**, Pennington is authorized by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40:65-5, et seq., to enter into an Interlocal services agreement with Hopewell Township for the provision of this and any service which Pennington is empowered to render within its own jurisdiction;

**WHEREAS**, Hopewell Township agrees to provide the subject dispatching services to Pennington in exchange for a fee and upon certain specified conditions:

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

1. **Scope of Services**. Hopewell Township will provide to Pennington full police dispatching and emergency 9-1-1 services on a 24-hour-per-day basis. In particular, Hopewell Township shall:

(a) accept and promptly transmit to the appropriate agency all emergency calls for police, fire, ambulance and other emergency services, and activate sirens, alarms and other emergency signals as necessary:

(b) serve as the 9-1-1 PSAP for Pennington, using equipment, systems and procedures which comply with applicable laws;

(c) accept and promptly transmit to the appropriate person or agency all calls to the main telephone number of the Pennington Police department, (609) 737-2020, including both emergency and non-emergency calls, according the highest priority to calls for emergency services;

(d) monitor radio traffic on both emergency and non-emergency frequencies, and receive and transmit, as appropriate, radio calls from field units;

(e) obtain emergency look-ups when requested by Pennington police, including warrant checks, NCIC/SCIC information, motor vehicle and driver information from the New Jersey Division of Motor Vehicles, and other look-ups;

(f) provide a centralized point for command and control during emergency situations;

(g) maintain written operating procedures for receiving and responding to all calls and provide to Pennington, through its Director of Public Safety, written notice of all changes in these procedures;

(h) maintain a log of all calls received and dispatched;

(i) furnish regular reports of activities, through the Chief of Police of Hopewell Township to the Director of Public Safety of Pennington.

The services provided pursuant to this agreement shall be performed by personnel to be hired, paid and supervised by Hopewell Township, using the physical facilities of Hopewell Township.

2. **Ownership and Control of Equipment:** This contract in no way affects the present control of radio equipment owned by Pennington and Hopewell Township. Any alteration or servicing of radio equipment used in connection with the activities contemplated by this agreement shall remain in the exclusive control of the municipality owning the equipment. All radio transmitters installed in vehicles owned by Pennington shall remain within the control of Pennington personnel. The radio equipment will be protected at all times from improper use and abuse, in conformance with applicable law.

3. **Modification of Equipment:** Performance of the subject services by Hopewell Township shall commence and be contingent upon installation and modification of necessary facilities, including (a) modification of all radio frequencies utilized by Pennington for emergency response vehicles and personnel operating within Pennington so that these radio frequencies will be compatible with the radio frequencies utilized by Hopewell Township in connection with its police and emergency dispatching system; and (b) installation of the telephone line for (609) 737-2020 at the Hopewell Township dispatching facility. The said installation and modification of facilities shall be effected promptly by Pennington, with the cooperation of Hopewell Township, at the sole expense of Pennington.

4. **Standards of Performance:** Hopewell Township agrees to maintain personnel, equipment, systems, procedures and capabilities as required by law and as otherwise reasonably required to perform the subject services in a prompt, efficient and professional manner. Hopewell Township acknowledges that the 9-1-1 and other dispatching and communications services it shall perform for Pennington pursuant to this agreement shall replace all such services now or previously performed by or on behalf of Pennington. Hopewell Township has delivered to Pennington a document entitled "Hopewell Township Police Department – Operating Procedures – Communications," which delineates in substantial part standards and procedures governing the performance of services which are the subject of this agreement. This document,

and any amendments thereto subsequently adopted with the consent of the Director of Public Safety of Pennington, are incorporated herein by reference.

5. **Term/Renewal:** This agreement shall be effective beginning January 1, 2013 and shall continue through December 31, 2013. Pennington Borough shall pay Hopewell Township according to the following schedule for all services described herein:

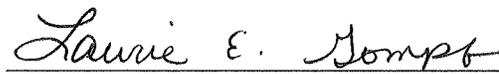
2013                      \$66,300.00

Payments shall be made in four (4) equal installments beginning on the commencement date and thereafter on the first (1<sup>st</sup>) day of May, August and November, respectively. If either party desires to discontinue services, that party shall notify the other in writing no later than sixty (60) days before the end of the contract year.

6. **Liability:** Hopewell Township and Pennington shall each be responsible for their own acts and omissions arising out of or relating to the performance of any activity pursuant to this agreement, consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the date and year hereinabove set forth.

ATTEST:

  
\_\_\_\_\_  
LAURIE GOMPF  
Municipal Clerk

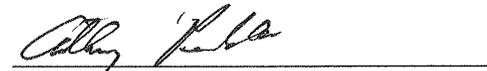
HOPEWELL TOWNSHIP

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
ELIZABETH STERLING  
Borough Clerk

BOROUGH OF PENNINGTON

  
\_\_\_\_\_  
ANTHONY PERSICHILLI  
Mayor

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**RESOLUTION #13-90**

**A RESOLUTION TO AUTHORIZE THE  
TOWNSHIP OF HOPEWELL TO CONTRACT WITH  
THE BOROUGH OF PENNINGTON FOR  
POLICE DISPATCHING AND EMERGENCY COMMUNICATION SERVICES**

**WHEREAS**, it is the desire of the Governing Body of the Township of Hopewell to contract with the Borough of Pennington for Police and Emergency Communication Services; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-5 et seq. permits local units of the State to enter into a contract with any other local unit for the provision of any service which any party to the agreement is empowered to render within its own jurisdiction.

**NOW, THEREFORE, BE IT RESOLVED** on this 25<sup>th</sup> day of February 2013, by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey that the Mayor and Clerk be and hereby are authorized to enter into a Shared Services Agreement with the Borough of Pennington for Police and Emergency Communication Services. Said services shall be furnished and rendered by the Township of Hopewell pursuant to an agreement in a form similar to that which is attached hereto.

Date Adopted: February 25, 2013

**BOROUGH OF PENNINGTON  
RESOLUTION #2013 – 3.6**

**RESOLUTION AUTHORIZING BOROUGH OF PENNINGTON TO ENTER  
INTO A SHARED SERVICES AGREEMENT WITH HOPEWELL TOWNSHIP  
FOR POLICE DISPATCHING SERVICES FOR THE YEAR 2013**

**WHEREAS**, the Borough of Pennington desires to contract with Hopewell Township for the provision of emergency and police dispatch services; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act permits a local unit to enter into a contract with another local unit for the provision of any services which any party to the agreement is empowered to render within its own jurisdiction; and

**WHEREAS**, the term of the proposed contract, entitled "Shared Services Agreement for Police Dispatching And Emergency Communication Services Between The Township Of Hopewell And Borough Of Pennington", shall be for one year beginning January 1, 2013 and continue through December 31, 2013; and

**WHEREAS**, the cost to the Borough for police dispatch services as outlined in the Shared Services agreement would be \$66,300.00, which represents an increase of 2% over the previous year;

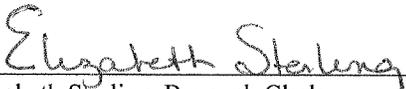
**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Pennington, that the Mayor, with the attestation of the Borough Clerk, is hereby authorized to execute the aforesaid Shared Services Agreement with Hopewell Township for the provision of emergency dispatching services during the period January 1, 2013 through December 31, 2013; and

**BE IT FURTHER RESOLVED**, that the aforesaid Agreement shall be substantially in the form attached to this Resolution, subject to approval by the Borough Attorney.

**Record of Council Vote on Passage**

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Dunn	X				Heinzel	X			
Griffiths	X				Ogren	X			
Heino	S				Tucker	M			

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on March 4, 2013.

  
Elizabeth Sterling, Borough Clerk