

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Butler COUNTY: Morris

RECIPIENT: Borough of Kinnelon COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

Provision of E-911 Services

EFFECTIVE DATE: 01/01/2016

EXPIRATION DATE: 12/31/2018

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

AGREEMENT

THIS AGREEMENT, made this 17th day of December, 2015,

by and between:

BOROUGH OF BUTLER, a Municipal Corporation of the State of New Jersey, with offices at 1 Ace Road, Butler, New Jersey

(Hereinafter, "Butler")

and:

BOROUGH OF KINNELON, a Municipal Corporation of the State of New Jersey, with offices at, 130 Kinnelon Road, Kinnelon, New Jersey, 07405

(Hereinafter, "Kinnelon")

WITNESSETH:

WHEREAS, Kinnelon is in need of dispatching services; and

WHEREAS, Butler has the ability to provide said services to Kinnelon; and

WHEREAS, the parties desire to enter into an agreement pursuant to the "Interlocal Services Act," N.J.S.A. 40:8A-1, et seq., for the provision of dispatching services.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants, promises, and consideration recited herein, the parties hereto agree as follows:

1. The Borough shall provide the following services to Kinnelon throughout the term of this agreement:

- a. Butler will provide dispatching services for the Kinnelon Police Department (KPD). These services will include answering and dispatching of calls for Police, Fire, and EMS. This service will be provided seven days a week (Monday – Sunday) for the hours of 12:00 midnight to 8:00 a.m. This service will additionally be provided on all twelve (12) Kinnelon Borough Holidays,

when deemed necessary by the Kinnelon Chief of Police or his designee, on up to six (6) additional days, and during State declared emergencies if necessary without daily hour restrictions. Additional days beyond those referenced in this paragraph will be billed at \$350 per day.

- b. Butler will provide 9-1-1 Public Safety Answering Point (PSAP) 24-hours a day seven days a week for Kinnelon Borough's 9-1-1 public safety lines.
- c. Butler will provide a reception point for messages transmitted from the Criminal Justice Information Services (CJIS) or National Crime Information Center (NCIC) to Kinnelon Police Department during dispatching hours.
- d. Butler will maintain a log of all calls dispatched, showing date, time, source, and manner of disposition of each call.
- e. Butler will provide event reports, based on the material in the log, as reasonably requested by officials of Kinnelon Police Department or Fire Chief.
- f. Butler will contact individual officers of Kinnelon, to the extent that phone numbers are made available for those. Kinnelon shall provide to the Borough the names and numbers to be contacted.

2. Butler Borough will maintain an operational dispatching service at Butler Police Headquarters. The dispatch center will be equipped and maintained for the efficient and expeditious handling of emergency service calls. All telecommunicators will be trained in accordance with the New Jersey Office of Emergency Telecommunications Services (OETS). In addition, Butler Police Department will provide a direct liaison to the Kinnelon Chief of Police or their designee. Meetings will be conducted to discuss the efficient

operation of dispatching services at the discretion and necessity of the Chief of Police of the Borough of Kinnelon or their designee.

3. The following equipment and infrastructure will be utilized to efficiently and effectively provide telecommunication services to Kinnelon Borough:
 - a. Existing radio equipment will be utilized to transmit Police, Fire, and EMS services. Any additional equipment or upgrades will be the responsibility of Kinnelon Police Department ("KPD").
 - b. Butler Borough's existing KML Technologies 9-1-1 equipment will be utilized. This equipment is capable of phase one and phase two mapping 9-1-1 calls.
 - c. CJIS and NCIC messaging will be received on State New Jersey equipment located and operated by Butler Borough. The transfer or alternate routing of these messages will be facilitated by KPD. BPD will provide a point of contact to assist with the transfer.
 - d. The memorializing of calls for service in an electronic format will be conducted by BPD telecommunicators during active dispatching hours. These calls will be entered into KPD Computer Aided Records (CAD) system provided by Law Soft Inc.
 - e. BPD will provide the availability of space for two incoming phone lines in its phone equipment. The annual costs associated with these lines will be the responsibility of KPD.
 - f. BPD has the ability to place an IP phone at Kinnelon Headquarters. This phone requires internet access and becomes an extension of the BPD phone system. It will facilitate the transferring of calls and use of intercom functions

within KPD's facilities. Phone cost and internet service will be the responsibility of KPD.

- g. BPD has the ability to provide low cost GPS technology to monitor the location of Kinnelon police vehicles. This service can be implemented at the discretion of the Chief of Police. Costs associated with this service will be the responsibility of KPD should they elect to use this service in the future.

4. 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 such policies and procedures as are agreed upon by the Chiefs of Police of both Kinnelon and Butler.

5. Kinnelon agrees to pay the Butler for the above stated services an annual fee of \$31,100 for 2016, \$31,700 for 2017 and \$32,300 for 2018. This will be billed in quarterly installments in January, April, July and October. Butler shall be entitled to discontinue service in the event payment is more than sixty days late by providing Kinnelon with thirty days notice of its intent to discontinue service.

6. The term of this agreement shall commence on January 1, 2016, which shall be the effective date of this agreement, and shall continue until December 31, 2018. Kinnelon may terminate the agreement during the term by giving 90 day prior notice in writing to Butler.

7. This agreement is entered into pursuant to the provisions of N.J.S.A. 40:8A-1, et seq. (Interlocal Services Act) 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.

8. Neither party shall be liable to the other for failure to perform its obligations under this agreement due to fire, flood, strikes, or other disturbances, accidents, war, riot, insurrection, or other causes beyond the reasonable control of the parties.

9. The services to be provided hereby shall be limited to those specifically recited. In the event that additional services shall be required by law, the parties agree that the charges provided herein shall be equitably adjusted to reflect the additional costs incurred by the Butler. Any updates required by law will be negotiated between both parties prior to implementation so both parties are aware of their share of the cost. Any grant monies available to defray the cost of the upgrade will be applied on behalf of both parties.

10. Kinnelon hereby agrees to save, indemnify and hold Butler harmless against all liability, claims and judgments or demands for damages arising from accidents, losses or injury to persons or property as a result of activities undertaken by Kinnelon officials or employees provided the liability, claims and judgments or demands do not arise out of the negligent acts of Butler officials or employees or acts of Butler officials or employees constituting a crime, actual fraud, actual malice or willful misconduct. Butler hereby agrees to save, indemnify and hold Kinnelon harmless against all liability, claims and judgments or demands for damages arising from accidents, losses or injuries to persons or property in regard to activities undertaken by Butler officials or employees, provided the liability, claims and judgments or demands do not arise out of the negligent acts of Kinnelon officials or employees or acts of Kinnelon officials or employees constituting a crime, actual fraud, actual malice or willful misconduct.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and caused their proper seals to be affixed hereto the day and year first above written.

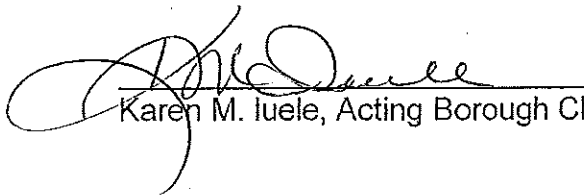
ATTEST:


Mary O'Keefe, Borough Clerk

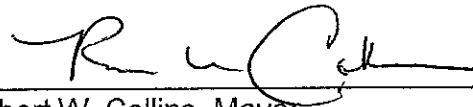
BOROUGH OF BUTLER

By: 
Robert W. Alviene, Mayor

ATTEST:


Karen M. Iuele, Acting Borough Clerk

BOROUGH OF KINNELON

By: 
Robert W. Collins, Mayor