

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Sparta Township COUNTY: Sussex

RECIPIENT: Stanhope Borough COUNTY: Sussex

BRIEF DESCRIPTION OF SERVICE:

Sparta Township to provide Stanhope Borough with 9-1- radio dispatch services

EFFECTIVE DATE: January 1, 2018

EXPIRATION DATE: December 31, 2023

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.

DISPATCHING AGREEMENT EXTENSION

THIS AGREEMENT made this 12th day of December, 2017, between the **TOWNSHIP OF SPARTA**, a municipal corporation of the County of Sussex and State of New Jersey, hereinafter referred to as "Sparta" and the **STANHOPE BOROUGH**, a municipal corporation of the County of Sussex and State of New Jersey, hereinafter referred to as "Stanhope."

WHEREAS, Stanhope has a need for radio dispatching services and Sparta has the ability to make said services available on the terms set forth herein and in consideration for payments as provided herein;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties to enter into this Shared Service Agreement as follows:

1. Sparta agrees to continue to serve as a Public Safety Answering Point (PSAP) to provide a 9-1-1 enhanced emergency telephone network to meet state requirements by personnel that are employed by Sparta and who use physical facilities/equipment provided by Sparta. Sparta further agrees to continue to provide 9-1-1 PSAP services to Stanhope for a six-year period starting January 1, 2018 through December 31, 2023.
2. PSAP/PSDP 9-1-1 services provided by Sparta shall consist of the following:
 - A. Receive 9-1-1 and emergency calls and dispatch, as appropriate, emergency response to entities of Stanhope as follows:
 - a.) Police – Sparta will provide the service of answering telephone calls to the Stanhope Police Department and of dispatching vehicles by radio as may be required as a result of said telephone calls received and, in any event, will furnish information received in said telephone calls to the Stanhope Police Department in the event immediate action is not required.

- b.) Fire – Sparta will answer telephone calls reporting fires in Stanhope or in the immediate vicinity thereof. Sparta shall blow the necessary fire signals by siren located in Stanhope to alert the Stanhope Volunteer Fire Department and at the same time report said location of said fire to the Stanhope Police Department.
 - c.) EMS – Sparta will answer telephone calls for the Stanhope Ambulance Squad and dispatch same.
 - d.) DPW – Sparta will provide radio services for Stanhope DPW. Sparta will handle after-hour calls and requests/notifications for public works emergencies.
- B. Relay, as appropriate, emergency 9-1-1 calls to other public safety agencies;
 - C. Maintain a computer log of all calls dispatched, showing date, time, source, and disposition of call;
 - D. Provide event reports based solely on the data in the computer log, when reasonably requested by Stanhope;
 - E. Page individual officials of Stanhope to the extent that paging devices have been provided to such officials at Stanhope's expense and are maintained by them accordingly;
 - F. Monitor existing municipal government alarm system installations in Stanhope, where same have been provided at Stanhope's expense and dispatch emergency response services in response thereto, as appropriate;
 - G. Such responsibilities required by N.J.S.A. 52:17C-8, as amended, except as may be required to be provided by Stanhope.

3. It is understood and agreed that this Agreement is being made for the benefit of the parties hereto only and Sparta shall not be liable for damages which may arise by reason of failure to receive or record calls properly or transmit the data required as a result of said calls, either by radio, telephone, or by use of the fire siren. This contract shall not create any liability to any third party either as against Stanhope or Sparta.
4. Stanhope hereby agrees to save and indemnify and keep harmless Sparta against all liability claims and judgments or demands arising out of the services rendered by Sparta and against all claims or demands for damages arising from said services whether occasioned by Sparta or its employees or any other person or persons except such arising out of: (a) negligence of employees of Sparta in the performance of services under this Agreement; (b) intentional and/or malicious actions of employees of Sparta in the performance of services under this Agreement; (c) any damages, claims, and/or liabilities resulting from the malfunction of Sparta's equipment utilized in the performance of services under this Agreement. Stanhope will defend at its sole cost and expense any and all suits which may be brought against Sparta on account of any claims arising out of the services provided by Sparta under this Agreement except those arising out of : (a) negligence of employees of Sparta in the performance of services under this Agreement; (b) intentional and/or malicious actions of employees of Sparta in the performance of services under this Agreement; (c) any damages, claims, and/or liabilities resulting from the malfunction of Sparta's equipment utilized in the performance of services under this Agreement. Stanhope shall reimburse Sparta on demand for any expenditures (including, but not limited to, reasonable attorney's fees) that Sparta will make by reason of such claims, except that such expenditures which have been paid for or reimbursed to Sparta pursuant to any insurance covering Sparta. Furthermore, Stanhope shall

reimburse Sparta for any costs and expenditures (including attorney's fees) expended by Sparta to enforce, in whole or part, this indemnification agreement.

5. This Agreement shall be effective for a six (6) year period beginning January 1, 2018 and concluding December 31, 2023. This Agreement shall be automatically renewed from year to year at the conclusion of its six (6) year term with a two percent (2%) increase in consideration for each successive renewal year unless either party shall notify, in writing, the other party at least one hundred and twenty days (120) before the end of the sixth year or any succeeding year that they do not intend to renew the Agreement.
6. In consideration of the services rendered by Sparta, Stanhope agrees to pay the following annual sums to Sparta:
 - a) \$95,606 for 2018;
 - b) \$95,606 for 2019;
 - c) \$95,606 for 2020;
 - d) \$95,606 for 2021;
 - e) \$96,562 for 2022 (an increase of 1.0%);
 - f) \$98,493 for 2023 (an increase of 2%)

Annual payments shall be made on a quarterly basis of April 1st, July 1st, October 1st, and December 1st of each year respectively.

7. This Agreement is not a joint contract for joint operation of law enforcement services under N.J.S.A. 40:48:B-1 et seq. or N.J.S.A.40A:65-1 et seq.
8. This Agreement shall be (a) authorized by adoption of a resolution by both parties; (b) filed with the Division of Local Government Services under the Department of Community Affairs for the State of New Jersey; and (c) open to public inspection by way of available

copies at the offices of the parties immediately after passage of their respective authorizing resolutions.

- 9. The Township of Sparta is designated as the "primary employer" for all services in this Agreement encompassed by N.J.S.A. 40A:65-6.
- 10. This Agreement is entered into pursuant to the provisions of N.J.S.A. 40A:65-1 et seq. (Shared Services & Consolidation). The law of the State of New Jersey shall govern this Agreement and any subsequent extension of this Agreement.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be signed and sealed the day and year first above written.

ATTEST:

TOWNSHIP OF SPARTA

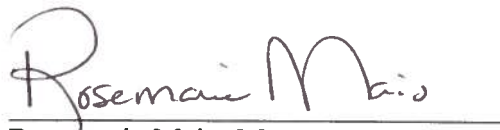

Kathleen Chambers, Clerk


Gilbert Gibbs, Mayor

ATTEST:

STANHOPE BOROUGH


Ellen Horak, Clerk


Rosemarie Maio, Mayor