

## AGREEMENT

**THIS AGREEMENT**, made this      day of                      , 2006, by and between:

**TOWNSHIP OF WASHINGTON,**

a municipal corporation of the State of  
New Jersey, with offices at the Municipal  
Building, 43 Schooley's Mountain Road,  
Long Valley, New Jersey 07853-0216,

(Hereinafter, "Township")

and:

**BOROUGH OF CHESTER,**

a municipal corporation of the State of  
New Jersey, with offices at the Municipal  
Building, 300 Main Street, P.O. Box 487,  
Chester, New Jersey 07930,

(Hereinafter, "Borough")

### W I T N E S S E T H:

**WHEREAS**, the Borough, the Chester First Aid Squad and the Chester Volunteer Fire Company are in need of radio dispatching services; and

**WHEREAS**, the Township has the ability to provide said services; 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 radio dispatching services.

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

1. The Township agrees to provide the Borough, the Chester First Aid Squad and the Chester Volunteer Fire Company with the following services on a continuous twenty-four (24) hour basis:

a. Receive, transmit and record messages for police and emergency activities, including fire and first aid, within the territorial jurisdiction of the Borough; activate sirens and/or plectrons, and/or pagers when appropriate; and provide telephone answering services for the Borough and the First Aid Squad.

b. Maintain a computer log of all calls dispatched, showing date, time, source, and manner of disposition of each call;

c. Provide event reports, based on the material in the log, as reasonably requested by officials of the Borough Police Department, First Aid Squad Captain or Fire Chief.

d. Page individual officers of the Borough, to the extent that paging devices are made available to those individuals at the expense of the Borough.

2. a. The Borough shall be billed as follows for services provided:  
Calendar Year 2006 - \$58,100; Calendar Year 2007 - \$61,705.

b. The Borough agrees to pay the Township the above-stated fee on June 1 of each calendar year commencing June 1, 2006.

c. The fee for services under this Agreement has been determined based upon a formula, which applies the Borough's percentage of total "chargeable calls" based on a three (3) year rolling average, against the Township's "total cost of operations" for the contract year. In this formula, "chargeable calls" are those calls handled by the Township which result in an incident being entered into the computer aided dispatch (CAD) system used by the Township in providing dispatch services pursuant to this Agreement. (Routine calls that are informational in nature, such as for directions or connection to Borough personnel, are not "chargeable calls.") The Borough's percentage for the initial term of this Agreement is nine

percent (9%) of the rolling three (3) year average leading up to 2006. The "total cost of operations" includes the cost of salary and wages of those employees directly involved in providing dispatch services. (All other costs including benefits, training, computer hardware maintenance, building maintenance, utilities, software licensing, computer support, capital costs and improvements, and the like are not included in calculating the "total costs of operations" under this Agreement.)

d. The Township shall provide the Borough with copies of the data used in the above formula together with the cost for services.

e. Payments due and unpaid under this agreement shall bear interest at the rate of 1-1/2 % per month from the date that payment is due.

3. Any maintenance costs, repairs or service charges pertaining to the Plectron System or other similar alarm system serving the First Aid Squad and/or the Fire Company shall be paid directly by the First Aid Squad and/or the Fire Company, and the Township shall not be liable for any such costs.

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 the rules and regulations of the Township as may be in effect at the time of the signing of this agreement or may hereinafter be adopted.

5. It is understood and agreed that the Township shall not be responsible for delays in dispatching any messages to or from any municipality or for any delays due to acts of God, war, fire, strikes, lockouts, civil or military authority, insurrection or riot, embargoes, car shortages, acts of governments, including any delays caused by the inability to obtain necessary labor or materials, or from action taken by the Township in connection with priorities, permits or other regulations issued by the United States Government or any department thereof.

6. In addition to the other rights and remedies of the parties herein, the Borough shall indemnify and hold harmless the Township, its elected and appointed officials, their employees, agents and servants, from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from damages or injury caused by, or resulting from, the negligent acts or omissions by the Borough's personnel arising out of this Agreement or any of the obligations assumed by the Borough hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Borough is solely or jointly responsible for such liability. In the event it is determined by a Court that the Borough is not solely responsible for said liability, then the Borough's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Borough. The Borough, upon notice from the Township, shall resist and defend, at the expense of the Borough, such action or proceeding with counsel reasonably satisfactory to the Township. In addition, at its option, the Township may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Borough's obligation under this paragraph.

7. In addition to the other rights and remedies of the parties herein, the Township shall indemnify and hold harmless the Borough, its elected and appointed officials, their employees, agents and servants, from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from damages or injury caused by, or resulting from, the negligent acts or omissions by the Township's personnel arising out of this Agreement or any of the obligations assumed by the Township hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Township is solely responsible for such liability. In the event it is determined by a Court that the Township is not solely responsible for said liability, then the

Township's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Township. The Township, upon notice from the Borough, shall resist and defend, at the expense of the Township, such action or proceeding with counsel reasonably satisfactory to the Borough. In addition, at its option, the Borough may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Township's obligation under this paragraph.

8. The term of this agreement shall commence on January 1, 2006, which shall be the effective date of this agreement, and shall continue until December 31, 2007.

9. This agreement is subject to the availability of appropriate funds and staff to execute its provisions.

**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:**

**TOWNSHIP OF WASHINGTON**

\_\_\_\_\_

By: \_\_\_\_\_

Dianne S. Gallets, Clerk

Tracy Tobin, Mayor

**ATTEST:**

**BOROUGH OF CHESTER**

\_\_\_\_\_

By: \_\_\_\_\_

Clerk

Mayor