

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

R E S O L U T I O N #25-65

**A RESOLUTION TO AUTHORIZE THE
TOWNSHIP OF HOPEWELL TO CONTRACT WITH
THE BOROUGH OF PENNINGTON FOR
POLICE DISPATCHING AND EMERGENCY
COMMUNICATION SERVICES FOR THE YEAR 2025**

WHEREAS, it is the desire of the Governing Body of the Township of Hopewell to contract with the Borough of Pennington for Police Dispatching 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 3rd day of February 2025 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 Dispatching and Emergency Communication Services for the year 2025. 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 3, 2025

CERTIFICATION

I, Katherine Fenton-Newman, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 3rd day of February, 2025, in the Municipal Building Auditorium, Hopewell Township, New Jersey and via Zoom Video Communications.



Katherine Fenton-Newman, CMR, RMC
Municipal Clerk

**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 3rd day of February 2025 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.

W I T N E S S E T H:

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

WHEREAS, the dispatching services provided by Hopewell Township during 2025 shall 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; and

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 that utilizes enhanced 9-1-1 network features and conforms with State standards; and

WHEREAS, a PSAP is a facility operated on a 24-hour basis that 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 that dispatch or provide law enforcement, fire fighting, emergency medical services or other emergency services; and

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

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.; and

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

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, including use of the Hopewell Township Enforsys RMS CAD reporting system 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 that 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 to 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) permit use of the Hopewell Township Enforsys RMS CAD reporting system;

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 that 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, 2025, and shall continue through December 31, 2025. In consideration for the services to be performed by

Hopewell Township, Pennington Borough shall pay the following compensation to the Township for the year 2025:

a. \$82,566.00. Payments shall be made in two (2) equal installments on the first (1st) days of April and October, respectively.

6. **Severability**: 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.

7. **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:

HOPEWELL TOWNSHIP

Katherine Fenton Newman
Municipal Clerk

Courtney Peters-Manning
Mayor

ATTEST:

BOROUGH OF PENNINGTON

Elizabeth Sterling
Borough Clerk

James Davy
Mayor