

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Butler COUNTY: Morris

RECIPIENT: Borough of Riverdale 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.

INTERLOCAL SERVICES AGREEMENT FOR EMERGENCY SERVICES

2016-2018

THIS CONTRACT, made and entered into this 15 day of December 2015 by and between the **Borough of Butler** (hereinafter "Provider") and the **Borough of Riverdale** (hereinafter "Municipality")

WITNESSETH

WHEREAS, the **Municipality** has a need for radio dispatching services and the **Provider** has the ability to make the service available, on terms set forth, in consideration of payment as herein provided:

NOW, THEREFORE, it is understood and agreed as follows:

1. The **Provider** shall provide the E-911 services to the **Municipality** in a continuous, 24-hour per day basis continuing throughout the term of this agreement.
2. The services listed in paragraph 1 hereof shall be performed by personnel to be hired, paid, and supervised by the Borough of Butler and using physical facilities of the **Provider**.
3. **Municipality** agrees to pay the **Provider** the sum of \$8,000 annually for services of 911 emergency dispatching performed during the 2016, 2017 and 2018 calendar years.
4. This agreement shall cover the period January 1, 2016 through December 31, 2018 or until such time as the **Municipality** notifies the **Provider**, in writing, one month in advance, of the date the **Municipality** no longer requires these services.
5. Payments to be made to the **Provider** by the **Municipality** under paragraph 3 of this agreement shall be made as follows:

September 1, 2016 - \$8,000

September 1, 2017 - \$8,000

September 1, 2018 - \$8,000

6. 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.

7. In addition to the other rights and remedies of the parties herein, the **Municipality** shall indemnify and hold harmless the Borough of Butler, 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 **Municipality's** personnel arising out of this Agreement or any of the obligation assumed by the **Municipality** hereunder, provided it is determined by a Court having the appropriate jurisdiction that the **Municipality** is solely or jointly responsible for such liability. In the event it is determined by a Court that the **Municipality** is not solely responsible for said liability, then the **Municipality's** liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the **Municipality**. The **Municipality**, upon notice from the **Provider**, shall resist and defend, at the expense of the **Municipality**, such action or proceeding with counsel reasonably satisfactory to the **Provider**. In addition, at its option, the **Provider** may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the **Municipality's** obligation under this paragraph.


In addition to the other rights and remedies of the parties herein, the **Provider** shall indemnify and hold harmless the **Municipality**, its Elected and Appointed Officials, 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, the negligent acts or omissions by the **Provider** arising out of this Agreement or any of the obligations assumed by the **Provider** hereunder, provided it is determined by a Court having the appropriate jurisdiction that the **Provider** is solely responsible for such liability. In the event it is determined by Court that the **Provider** is not solely responsible for said liability, then the **Provider's** liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the **Provider**. The **Provider**, upon notice from the **Municipality**, shall resist and defend, at the expense of the **Provider**, such action or proceeding with counsel reasonably satisfactory to the **Municipality**. In addition, at its option, the **Municipality** may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the **Provider's** obligation under this paragraph.

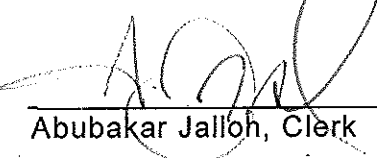
The **Municipality** shall maintain such insurances with satisfactory insurance companies as will protect it and the **Provider** from all claims. These insurances shall include Workman's Compensation, to the full extent of the law of the State of New Jersey, public liability, personal injury, including death, automobile insurance and property damage which may arise from operation under this agreement. The maintenance of this insurance shall not relieve the **Municipality** of any liability for injury, death, and property damage which is greater than the insurance coverage.

8. The Municipality agrees (a) that the law of the State of New Jersey shall be the operative law in this agreement and in any subsequent contract or any related matters; and (b) that the Municipality submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this agreement or any subsequent contract based on this agreement. This provision shall govern in spite of language to the contrary in any submitted proposal, supporting documentation or contract language submitted with or subsequent to the agreement.


IN WITNESS THEREOF, the parties hereto have caused their authorized officials to affix their signatures and proper corporate seals, the day and year first written above.

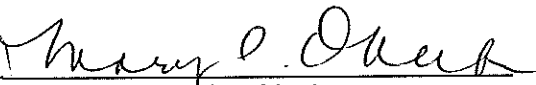
FOR: BOROUGH OF RIVERDALE

BY: 
William Budesheim, Mayor

ATTEST: 
Abubakar Jalloh, Clerk

FOR: BOROUGH OF BUTLER

BY: 
Robert W. Alviene, Mayor

ATTEST: 
Mary A. O'Keefe, Clerk

Dated: