

INTERLOCAL AGREEMENT FOR THE
PROVISION OF 911 EMERGENCY TELEPHONE SERVICES

THIS AGREEMENT, commencing on this 1 day of January 2018, by and between:

BOROUGH OF PARAMUS (hereinafter referred to as "PARAMUS"), being a Municipal Corporation of the State of New Jersey, with offices at One Jockish Square, Paramus, New Jersey 07652 and;

VILLAGE OF RIDGEFIELD PARK, (hereinafter referred to as " RIDGEFIELD PARK"), a Municipal Corporation of the State of New Jersey with offices at 232-234 Main Street, Ridgefield Park, New Jersey, 07660.

WHEREAS, each of the above parties has adopted a Resolution pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., and;

WHEREAS, RIDGEFIELD PARK seeks to utilize the services of PARAMUS to provide Public Safety Answering Point ("PSAP") emergency 911 telephone service;

NOW, THEREFORE, the parties hereto agree as follows:

1. PARAMUS agrees to provide emergency 911 telephone service for RIDGEFIELD PARK for the 2018 calendar year. Said service shall consist of a PSAP which utilizes enhanced network features, which shall include, but not be limited to the following:

- A. All PSAP services as defined in New Jersey law;
- B. Translation of 911 calls from non-English speaking persons; and
- C. Reverse 911 services based on maps and dates provided by RIDGEFIELD PARK

in a format compatible with PARAMUS' current technology.

Said PSAP shall be designed, constructed, modified, operated and maintained in such a manner so as to be at all times during the period covered by this Agreement in full compliance with all applicable statutory standards and amendments, regulations or rules adopted pursuant thereto.

2. The parties hereto specifically acknowledge and agree that the provision of PSAP services by PARAMUS does not mean and shall not be interpreted to mean that PARAMUS will undertake the dispatching function of RIDGEFIELD PARK. RIDGEFIELD PARK shall be responsible to continue to provide their own public safety dispatch point.

3. RIDGEFIELD PARK understands and agrees that PARAMUS is relying upon the payments due under this agreement for the duration of the terms of the Agreement. RIDGEFIELD PARK agrees that it may not withdraw during the term of this Agreement without the express consent of PARAMUS.

4. RIDGEFIELD PARK will pay PARAMUS fees for said service based upon the population of RIDGEFIELD PARK at the rate of fifty cents (\$0.50) per qualified municipal resident, plus the applicable percentage for Language Line Services, for a total of Six Thousand Five Hundred and Fifty Six Dollars and Fifty Cents (\$6,556.50) per year. The determination of the number of residents shall be in accordance with the most recent census figures.

5. In the event of any dispute between the parties hereto, the full amount claimed by PARAMUS shall be paid by RIDGEFIELD PARK. If through subsequent negotiation, arbitration or litigation, the amount shall be determined to be less than the amount actually paid, PARAMUS shall immediately return the excess money.

6. Except as provided below in this paragraph 6, the parties agree to resolve any dispute arising out of or relating to this agreement pursuant to the New Jersey Alternative Procedure for Dispute Resolution Act, N.J.S.A. 2A:23A-1 et seq. The cost of the Neutral shall

be borne by the parties in equal shares; provided that if the Neutral finds that a party's position was "frivolous" (as defined in N.J.S.A. 2A:15-59.1), then the Neutral may reallocate the cost of the Neutral in an equitable manner. The dispute resolution procedure provided for in this Section 10 shall not apply to a dispute between the parties based upon a cause of action against which insurance has been procured by the allegedly liable party.

7. Each party shall name the other as an additional insured on any insurance policy maintained by each party against public liability and property damage arising out of the PSAP services and shall cause each insurance policy obtained by it to provide that the insurance carrier waives all right of recovery by way of subrogation against the other party in connection with any damage covered by any policy.

8. Each party retains all immunities and defenses from liability granted by law including, but not limited to, those provided by the Tort Claims Act (N.J.S.A. 59:1-1 et seq. and those in N.J.S.A. 52:17C-10.b).

9. Except as otherwise required by law, PARAMUS shall not disclose to any third party the names, addresses, phone numbers or other personal or confidential information of RIDGEFIELD PARK residents or businesses acquired or maintained by PARAMUS in the course of performance of this agreement.

10. This Agreement shall continue in full force and effect for the 2018 calendar year.


11. Each party agrees to comply with such statutes, rules, laws and regulations as may be applicable during the term of this Agreement.

12. This Agreement will become effective upon the execution of this Agreement and the adoption of Resolutions under the Interlocal Services Act.

13. This Agreement may be executed in counterpart, the integration of all signature pages constituting the final Agreement hereto.

IN WITNESS WHEREOF, the parties hereto have, through appropriate officials, signed and sealed this Agreement on the 27 day of March, 2018.


ATTEST:


Annemarie Krusznis, Borough Clerk


BOROUGH OF PARAMUS


Richard A. LaBarbiera, Mayor

ATTEST:


Tara O'Grady, Borough Clerk

VILLAGE OF RIDGEFIELD PARK


George D. Fosdick, Mayor