

TOWNSHIP OF ROCHELLE PARK

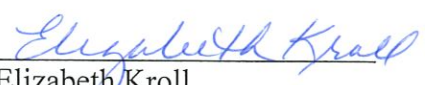
RESOLUTION NO. 2018 - 68

**A RESOLUTION AUTHORIZING THE EXTENSION OF
9 1 1 "PSAP" INTERLOCAL AGREEMENT W/ PARAMUS
FOR THE YEAR 2018**

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN	
							I hereby certify that the above Resolution was
COMM. BONIFACE		X	X				duly adopted by the Township Committee of the
COMM. KAZIMIR	X		X				Township of Rochelle Park at a meeting held
COMM. VOJNICH			X				On February 28, 2018
COMM. WARREN			X				
MAYOR HAUSER			X				
							 Municipal Clerk

BE IT RESOLVED by the Township Committee of the Township of Rochelle Park that the "PSAP" Interlocal Service Agreement for 9 1 1 services be of Paramus.

BE IT FURTHER RESOLVED that the Township of Rochelle Park shall pay the Borough of Paramus a fee of \$.50 per qualified municipal resident plus the applicable percentage for Language Line Services for a total of \$2,845.00 for the year 2018.

Attest: 
Elizabeth Kroll
Municipal Clerk



BOROUGH OF PARAMUS
OFFICE OF THE MUNICIPAL CLERK
ONE JOCKISH SQUARE
PARAMUS, NJ 07652
(201) 265-2100 / Fax (201) 265-0086
www.paramusborough.org

RECEIVED

FEB 20 2018

TWP. OF
ROCHELLE PARK

Annemarie Krusznis, RMC
Borough Clerk

Nicolette Riggi, RMC
Deputy Borough Clerk

February 14, 2018

Township of Rochelle Park
151 W. Passaic Street
Rochelle Park, NJ 07662

Attn: Township Clerk

RE: Agreement – 911 Emergency Telephone Services

Ms. Kroll,

Enclosed please find two original agreements between the Borough of Paramus and the Township of Rochelle Park for the Provision of 911 Emergency Telephone Services, along with a certified copy of the resolution authorizing said agreement.

Kindly sign both copies and return one fully executed to this office.

Sincerely,

Nicolette Riggi, RMC
Deputy Municipal Clerk

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 07675 and;

TOWNSHIP OF ROCHELLE PARK, (hereinafter referred to as "ROCHELLE PARK"), a Municipal Corporation of the State of New Jersey with offices at 151 West Passaic Street, Rochelle Park, New Jersey, 07662.

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, ROCHELLE 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 ROCHELLE 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 ROCHELLE 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 ROCHELLE PARK. ROCHELLE PARK shall be responsible to continue to provide their own public safety dispatch point.

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

4. ROCHELLE PARK will pay PARAMUS fees for said service based upon the population of ROCHELLE 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 Two Thousand Eight Hundred Forty Five Dollars (\$2,845.00) 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 ROCHELLE 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 ROCHELLE 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 28 day of February, 2018.

ATTEST:

Annemarie Krusznis, Borough Clerk

BOROUGH OF PARAMUS

Richard A. LaBarbiera, Mayor

ATTEST:

Elizabeth Kroll, Township Clerk

TOWNSHIP OF ROCHELLE PARK

Michael Kazimir, Mayor

William J Hauser



BOROUGH OF PARAMUS
County of Bergen
State of New Jersey

RESOLUTION NO. 18-02-132

Dated: February 13, 2018

At a Regular Meeting of the Mayor and Council of the Borough of Paramus, County of Bergen, State of New Jersey, held on February 13, 2018.

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR THE
ESTABLISHMENT OF THE PUBLIC SAFETY ANSWERING POINT TELEPHONE
SYSTEM BY AND BETWEEN THE BOROUGH OF PARAMUS AND THE TOWNSHIP OF
ROCHELLE PARK**

WHEREAS, the Borough of Paramus and the Township of Rochelle Park seek to enter into an Interlocal Agreement wherein the Borough of Paramus will provide telephonic access to the "Public Safety Answering Point" (PSAP) service on behalf of the Township of Rochelle Park, and;

WHEREAS, pursuant to N.J.S.A. 52:17C-1 et seq., all Municipalities of the State of New Jersey are required to provide telephonic access to an appropriate "PSAP" service, and;

WHEREAS, regionalized providing of such services is a concept specifically endorsed by the aforementioned statutory scheme, and;

WHEREAS, both of the parties to such an Agreement are authorized by law to enter into an agreement with one another to provide jointly for any lawful service to and for the residents of the respective municipalities pursuant to the provisions of the "Interlocal Services Act" N.J.S.A. 40:8A-1 et seq., and;

WHEREAS, the Borough Councils of the Borough of Paramus and the Township of Rochelle Park recognize that the implementation of an Interlocal Agreement to provide "PSAP" service, on a regionalize, cost-sharing, basis is still in the best interest of the taxpayers of the respective municipalities.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Paramus, County of Bergen, State of New Jersey, that the Borough Council hereby authorizes the execution of a "PSAP" Interlocal Services Agreement with the Township of Rochelle Park for a period of one year.

BE IT FURTHER RESOLVED, that the cost of same shall be in the amount of \$2,845.00 for calendar year 2018.

BE IT FURTHER RESOLVED, that the Borough Council of the Borough of Paramus, County of Bergen, State of New Jersey, hereby authorizes the execution of the attached Agreement with the Township of Rochelle Park.

BE IT FURTHER RESOLVED that the Agreement shall take effect upon the execution of the Agreement and adoption of Resolutions by both parties as provided by law.



BOROUGH OF PARAMUS
County of Bergen
State of New Jersey

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BE IT FURTHER RESOLVED that a copy of the Agreement be maintained on file and open to public inspection at the office of the Borough Clerk.

Approved by a roll call vote: February 13, 2018

I hereby certify that this is a true and exact copy of resolution adopted by the Mayor and Council of the Borough of Paramus on the 13th day of February 2018



Nicolette Riggi, RMC
Deputy Borough Clerk

Motion: Councilwoman Tedesco-Santos

Second: Councilman Amato

Yeas:

Nays:

Abstain:

Absent:

Councilman Amato

Councilwoman Bellinger

Councilman DiPiazza

Councilwoman Tedesco-Santos

Councilman Verile

Councilwoman Weber

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by the Mayor and Council of the Borough of Paramus on

