2013 - 120

RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL OF THE BOROUGH OF MOUNT ARLINGTON, IN THE COUNTY OF MORRIS, NEW JERSEY, AUTHORIZING EXECUTION OF INTERLOCAL SERVICES AGREEMENT WITH THE COUNTY OF MORRIS

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the Mayor and Borough Clerk are authorized to execute the following Interlocal Service Agreement with the County of Morris:

- Emergency 9-1-1 and Dispatching Services
  January 1, 2014 through December 31, 2014

This Resolution shall take effect immediately.

I hereby certify this to be an accurate and true resolution as approved by the Mayor and Borough Council at a Meeting held on November 12, 2013.

Linda DeSantis, RMC
Borough Clerk

SERVICE AGREEMENT
FOR
EMERGENCY 9-1-1 AND DISPATCHING SERVICES

THIS CONTRACT, made and entered into this 14Th day of November, 2013 by and between the County of Morris (hereinafter **"County"**) and Mount Arlington Borough (hereinafter **"Municipality"**)

WITNESSETH

WHEREAS, the **Municipality** has a need for radio dispatching services and the **County** 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 **County** shall provide the following services to the **Municipality** in a continuous, 24-hour per day basis commencing **January 1, 2014** and continuing throughout the term of this agreement:

   (a) Accept and transmit emergency calls for police, fire, and ambulance vehicles within the territorial jurisdiction of the **Municipality** and activate sirens and/or plectrons and/or pagers when appropriate;

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

   (c) Provide event reports, based on the material in the computer log, as requested by corresponding emergency service agency heads of the **Municipality;**

   (d) Page individual officials of the **Municipality,** to the extent that paging devices are made available to those individuals at the expense of the **Municipality;**

   (e) Monitor existing municipal government alarm installations where facilities are established therefore at the expense of the **Municipality** and dispatch police, fire, and/or first aid units in response thereto. (The County does not accept private alarm connections).

2. The services listed in paragraph 1 hereof shall be performed by personnel to be hired, paid, and supervised by the Department of Law & Public Safety of the **County** and using physical facilities of the **County.**

3. The **Municipality** agrees to pay the **County** an annual contract amount based on calculations referenced in **Addendum A** which is the annual **Invoice.**

4. This agreement shall take effect on **January 1, 2014** and remain in effect after execution unless terminated by either party. Either party may terminate this Agreement by providing one hundred eighty (180) days written notice to the other party

5. The **Municipality** is solely responsible for the purchase, installation and maintenance of its radio equipment. The **Municipality** shall not purchase, install or replace radio equipment for use on the **County** trunking radio system without prior approval of the **County.**

6. The primary purpose of the County Radio Infrastructure is to satisfy the needs of the County of Morris, and provision of access to this system by the **County** to the **Municipality** is purely voluntary. Accordingly, the quality of reception in all geographic areas of the County cannot be guaranteed to the **Municipality.** Therefore, the **Municipality** acknowledges that this agreement covers the use of the system as it is established for the County of Morris and the **County** is not obligated to alter the system in any way to improve access in any geographic area within the **County** where reception is inadequate for the purposes of the **Municipality.**

7. 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 County, as may be in effect at the time of the signing of the agreement or may hereinafter be adopted.

8. The **Municipality** shall participate in the Automatic Vehicle Locator (AVL) mapping system for police patrol vehicles.

9. The **Municipality** agrees to abide by the Morris County Communications Division operational policies that are consistent with current laws, regulations and APCO/CALEA standards.

10. Payments to be made to the **County** by the **Municipality** under paragraph 3 of this agreement shall be made at such time as is agreed upon by the chief fiscal officers of the parties hereto, consistent with statutory and other legal requirements. If there is no agreement between the chief fiscal officers within 90 days of the date of this agreement, or if payment is not made by the municipality within 60 days of the agreed upon date for any payment by the municipality, the County reserves the right, and may terminate services under this agreement.

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

12. This agreement is entered into pursuant to the provisions of N.J.S.A. 40A:65-1 et seq. (Shared Services and Consolidation) 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.

13. In addition to the other rights and remedies of the parties herein, the Borough of Mount Arlington agrees to indemnify and hold harmless the County of Morris, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Borough of Mount Arlington's personnel arising out of this Agreement or any of the obligations assumed by the Borough of Mount Arlington hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Borough of Mount Arlington is solely or jointly responsible for such liability. In the event it is determined by a Court that the

Borough of Mount Arlington is not solely responsible for said liability, then the Borough of Mount Arlington's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Borough of Mount Arlington. The Borough of Mount Arlington, upon notice from the County, shall resist and defend, at the expense of the Borough of Mount Arlington, such action or proceeding with counsel reasonably satisfactory to the County. In addition, at its option, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Borough of Mount Arlington's obligation under this paragraph. In addition to the other rights and remedies of the parties herein, the County agrees to indemnify and hold harmless the Borough of Mount Arlington, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the County arising out of this agreement or any of the obligations assumed by the County hereunder, provided it is determined by a Court having the appropriate jurisdiction that the County is solely or jointly responsible for such liability. In the event it is determined by court that the County is not solely responsible for said liability, then the County's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the County. The County, upon notice from the Borough of Mount Arlington, shall resist and defend, at the expense of the County, such action or proceeding with counsel reasonably satisfactory to the Borough of Mount Arlington. In addition, at its option, the Borough of Mount Arlington may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the County's obligation under this paragraph.

14. 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.

15. At the conclusion of the agreement the **County** and **Municipality** will review the existing agreement and determine if any revisions are necessary.

Morris County Communications Center Dispatch Services

Provided for (Municipality): Mount Arlington Borough

Term: January 1, 2014-December 31, 2014

2014 Service Fee: $114,046.49

County Trunked Radio System Use Fee

$200 per year per radio recurring fee

Number of Radios:

Police Base Station:	1
Police Mobile:	9
Mobile Fire:	6
Mobile EMS:	1
Portable Police:	16
Portable Fire:	7
Portable EMS:	
Total Radios:	40
Total Radio Fee:	$8,000.00

2014 GRAND TOTAL $122,046.49