

Resolution of the Demarest Governing Body

Resolution No. 110-25

June 2, 2025

| Council Member | Motion | Second | Yes | No | Abstain | Absent |
|-----------------------|---------------|---------------|------------|-----------|----------------|---------------|
| Jiang | | | ✓ | | | |
| Fox | | ✓ | ✓ | | | |
| Marks | ✓ | | ✓ | | | |
| Slowikowski | | | ✓ | | | |
| Reiss | | | ✓ | | | |
| Collins | | | ✓ | | | |

TITLE: RESOLUTION OF AUTHORIZING SHARED SERVICE AGREEMENT WITH THE COUNTY OF BERGEN FOR THE PROVISION OF 911 COMMUNICATIONS AND PUBLIC SAFETY DISPATCH SERVICES

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WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (the “Act”), promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, Bergen County, through its Department of Public Safety, Division of Communications, operates a state-of-the-art Public Safety Operations Center (“PSOC”), providing 9-1-1 communications and public safety dispatch services to many municipalities (the “Operating Entities”); and

WHEREAS, Bergen County has the capability to provide 9-1-1 communications and public safety dispatch services to the Borough of Demarest, twenty-four (24) hours a day, seven (7) days a week; and


WHEREAS, Borough of Demarest wishes to enter into a shared services agreement with Bergen County pursuant to the Act for the provision of 9-1-1 communications and public safety dispatch services; and

WHEREAS, this consolidation and shared infrastructure will result in savings passed on to Borough of Demarest while maintaining the performance and service levels on behalf of the Operating Entities; and

WHEREAS, Bergen County and Borough of Demarest wish to enter into this Agreement whereby Bergen County provides 9-1-1 communications and public safety dispatch services to Borough of Demarest twenty-four (24) hours a day, seven (7) days a week for the period commencing October 1, 2024 and ending September 30, 2029; and

NOW, THEREFORE, BE IT RESOLVED, the Mayor, Borough Administrator and Borough Clerk are authorized to execute the agreement annexed to this resolution.

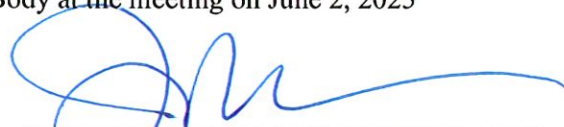
Approved:



Brian Bernstein, Mayor

CERTIFICATION

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 2, 2025



Julie Falkenstern, Acting Borough Clerk

SHARED SERVICES AGREEMENT

BETWEEN

COUNTY OF BERGEN

AND

BOROUGH OF DEMAREST

FOR:

**THE PROVISION OF
911 COMMUNICATIONS AND
PUBLIC SAFETY DISPATCH SERVICES**

**BERGEN COUNTY
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF COMMUNICATIONS**

Approved by Bergen County Resolution No. ###-2_
Approved by Borough of Demarest Resolution No. 110-25

DATE: October 1, 2024

PREPARED BY:

**BERGEN COUNTY COUNSEL
ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601-7076
(201) 336-6950**

THIS SHARED SERVICES AGREEMENT (“Agreement”) is made this 1st day of **October, 2024**, by and between:

THE COUNTY OF BERGEN (“COUNTY”), a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601, and

THE BOROUGH OF DEMAREST (“LOCAL UNIT”), a body politic and corporate of the State of New Jersey, with administrative offices located at 118 Serpentine Road, Demarest, New Jersey 07627;

The COUNTY and LOCAL UNIT may hereinafter also be referred to individually as a “Party” and collectively as the “Parties.”

WITNESETH:

WHEREAS, the current structure of providing 9-1-1 Public Safety Access Points (“PSAP”) and public safety dispatch services has resulted in a system in which increasing costs are being imposed upon municipalities, including LOCAL UNIT; and

WHEREAS, the costs and inequities of the current system have resulted in municipalities looking to participate in a unified and consolidated system, including LOCAL UNIT; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (the “Act”), promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, COUNTY, through its Department of Public Safety, Division of Communications, operates a state-of-the-art Public Safety Operations Center (“PSOC”), providing 9-1-1 communications and public safety dispatch services to many municipalities (the “Operating Entities”); and

WHEREAS, COUNTY has the capability to provide 9-1-1 communications and public safety dispatch services to LOCAL UNIT, twenty-four (24) hours a day, seven (7) days a week; and

WHEREAS, LOCAL UNIT wishes to enter into a shared services agreement with COUNTY pursuant to the Act for the provision of 9-1-1 communications and public safety dispatch services; and

WHEREAS, this consolidation and shared infrastructure will result in savings passed on to LOCAL UNIT while maintaining the performance and service levels on behalf of the Operating Entities; and

WHEREAS, COUNTY and LOCAL UNIT wish to enter into this Agreement whereby COUNTY provides 9-1-1 communications and public safety dispatch services to LOCAL UNIT twenty-four (24) hours a day, seven (7) days a week for the period commencing October 1, 2024 and ending September 30, 2029; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, COUNTY and LOCAL UNIT have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits; and

NOW, THEREFORE, BE IT AGREED, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, COUNTY and LOCAL UNIT agree to perform in accordance with the provisions, terms, and conditions set forth in this Agreement as follows:

I. TERM

This Agreement shall be for a term of five (5) years, commencing on October 1, 2024 (“Effective Date”) and ending on September 30, 2029, unless sooner terminated in accordance with this Agreement.

II. SERVICES PROVIDED BY THE COUNTY

A. During the term of this Agreement, COUNTY, through the Bergen County Department of Public Safety, Division of Communications (hereinafter “Bergen County Communications”) shall provide 9-1-1 communications and public safety dispatch services to LOCAL UNIT, twenty-four (24) hours a day, seven (7) days a week (the “Services”), as more particularly described below.

B. Bergen County Communications will:

1. Answer all 9-1-1 calls routed to Bergen County Communications from LOCAL UNIT for requests for fire, police, and emergency medical services;
2. Utilize language line services to process 9-1-1 and administrative calls from Limited English Proficient persons;
3. Dispatch emergency response providers (fire, police, and emergency medical services) within the territorial jurisdiction of LOCAL UNIT in accordance with LOCAL UNIT’s Response Plans and Dispatch Standard Operating Procedures (collectively, “SOP”), including applicable Mutual Aid requests;
4. Review any updated SOP submitted by LOCAL UNIT and implement any changes dictated by the revised SOP that are in compliance with all applicable State statutes;

5. Activate the LOCAL UNIT's sirens either:
 - i) 24/7; or
 - ii) 0700-1900 Monday-Friday; or
 - iii) No sirens unless working structure fire or major incident fitting into the Calls for Service Types.
6. Provide pre-arrival instructions to emergency response providers in accordance with the New Jersey Office of Emergency Telecommunications guidelines;
7. Maintain a Computer Aided Dispatch ("CAD") system; and
8. Generate, maintain, and preserve records generated by and/or related to the Services provided by Bergen County Communications to LOCAL UNIT under this Agreement, and make such records available upon request, in accordance with all applicable State laws and COUNTY policies.

III. LOCAL UNIT'S RESPONSIBILITIES

- A. Information owed to Bergen County Communications. In order to effectuate the Services, LOCAL UNIT shall provide Bergen County Communications with the following:
 1. LOCAL UNIT's SOP and any subsequent updates made to same;
 - a. **NOTE:** LOCAL UNIT's SOP shall designate the emergency response providers charged with responding to fire, police, and emergency medical services requests within LOCAL UNIT's jurisdiction. Bergen County Communications does not independently dispatch any emergency service provider without LOCAL UNIT's written authorization.
 2. Contact information for the emergency response providers, Public Works and municipal Administrative Offices designated by LOCAL UNIT;
 3. Recall rosters; and
 4. If utilizing COUNTY's Trunked Radio System, a list of all radio subscribers including make, model, and serial numbers for connectivity to the Trunk Radio System.
- B. LOCAL UNIT has an ongoing obligation to:
 1. Provide twenty-four (24) hour access to LOCAL UNIT's radio equipment;
 2. Utilize COUNTY town code numbering scheme and standardized Calls for Service (CFS) codes.

3. Manage its Mobile Data Terminals and all software in its First Response Vehicles and ensure the connectivity of these terminals to COUNTY's CAD system;
4. Supply and maintain all radio tie lines, or their equivalent, to ensure the connectivity of LOCAL UNIT's data and radio infrastructure to Bergen County Communications' Public Safety Operations Center ("PSOC") located at 285 Campgaw Road in the Township of Mahwah;
5. Confirm all radio units used by LOCAL UNIT are operated in accordance with the rules and regulations of Bergen County Communications and the Federal Communication Commission (FCC); and
6. Purchase, install, and maintain all necessary equipment as detailed in Article V below.

IV. PAYMENT TERMS

- A. Service Fee. COUNTY will provide the Services to LOCAL UNIT and LOCAL UNIT shall pay COUNTY an annual service charge (the "Service Fee"), which will increase two-point seventy-five percent (2.75%) each year, as set forth in the schedule below:

| <u>Year</u> | <u>Amount</u> |
|---|---------------|
| 1. October 1, 2024 through September 30, 2025 | \$69,427.00 |
| 2. October 1, 2025 through September 30, 2026 | \$71,336.00 |
| 3. October 1, 2026 through September 30, 2027 | \$73,298.00 |
| 4. October 1, 2027 through September 30, 2028 | \$75,314.00 |
| 5. October 1, 2028 through September 30, 2029 | \$77,385.00 |

- B. Payment Due. Each of the above-stated amounts shall be paid in quarterly installments, due on January 15th, April 15th, July 15th and October 15th of each calendar year.
- C. Payment Submissions. Payments shall be sent to "The Bergen County Treasurer, County of Bergen, One Bergen County Plaza, Hackensack, New Jersey 07601", or to such other address as COUNTY may direct upon notice in writing.

V. EQUIPMENT

- A. Bergen County Communications will dispatch/ "tone out" LOCAL UNIT Fire Department on LOCAL UNIT radio system. The purchasing of subscriber equipment will be paid for by LOCAL UNIT.
- B. LOCAL UNIT will pay for the costs associated with maintaining their radio equipment along with fees associated with connecting LOCAL UNIT's radio system to Bergen County Communications' radio infrastructure.

C. Course of Action - Equipment Modifications. Bergen County Communications and LOCAL UNIT will make and maintain the following equipment and networking modifications to support and facilitate the communications capabilities of LOCAL UNIT:

1. **Communications.**

- a. Radio Communications and Dispatching Equipment. Bergen County Communications will modify COUNTY's radio consoles to support the dispatch function of LOCAL UNIT's Fire Department dispatch frequency. These frequencies will be connected from LOCAL UNIT's radio system to the PSOC. LOCAL UNIT will maintain all connectivity and their own radio equipment. LOCAL UNIT will be responsible for connecting from LOCAL UNIT's Police Department to the PSOC. LOCAL UNIT will be responsible for connecting to their equipment. COUNTY will be responsible for connecting to COUNTY d-mark equipment.
- b. Telephone Communications. Bergen County Communications will supply a dedicated telephone number to LOCAL UNIT. LOCAL UNIT will use and be responsible for a T1 line or a call forward feature to forward all their administrative calls to the PSOC. A dedicated phone number will be put in place for LOCAL UNIT's police officers, public safety officials, and administrative personnel to contact the PSOC. LOCAL UNIT has the option to port their Police Department telephone number(s) to COUNTY's telephone network. LOCAL UNIT will be responsible for the costs associated with the purchase, installation, and maintenance of necessary equipment. In the event that this Agreement is dissolved by any Party, any line ported by LOCAL UNIT shall be ported back to LOCAL UNIT.
- c. Emergency Sirens. LOCAL UNIT will also supply and maintain a mechanism so that PSOC can activate the emergency sirens located in LOCAL UNIT's service area. This can be done by the use of a radio-controlled device tied into the siren unit.
- d. Data Line/T1 Line. In order to share law enforcement data between the PSOC and LOCAL UNIT's Police Department, LOCAL UNIT's Police Chief may request use of the Prosecutor's Law Enforcement network. This network connects LOCAL UNIT with the Bergen County Prosecutor's Office.

2. **CAD/RMS.** Bergen County Communications will provide LOCAL UNIT use of COUNTY's InfoShare system during the term of this Agreement. COUNTY shall be responsible for the cost of any required training, as well as maintenance of the InfoShare CAD and law enforcement Records Management System (RMS) during the term of this Agreement. Fire RMS system shall be available to LOCAL UNIT at no additional cost.

- a. If LOCAL UNIT chooses to utilize mobile data in police or fire, they will be responsible for purchasing and maintaining equipment in the various vehicles to enable such services, as well as any fees that are required for maintaining connectivity to the vehicles. LOCAL UNIT will be responsible for coordinating the purchase of software and data conversion with InfoShare or any other compatible vendor. LOCAL UNIT will also be responsible for converting data into the InfoShare System to include geo-coding data.

3. **AVL/Mapping.** Bergen County Communications currently uses AVL to monitor and dispatch emergency response units. This functionality will be made available to LOCAL UNIT. It will be LOCAL UNIT's responsibility to send the appropriate data to COUNTY's AVL System. AVL is used to assist with Closest Car Routing. The cost will be the responsibility of LOCAL UNIT for GIS Layer Creation for Master Location Database; Think GIS AVL Client Licenses; Think AVL Administrator Software Licenses. Annual maintenance, consulting and support will be the responsibility of COUNTY.
4. **Radio System Information.** COUNTY will not be providing radio infrastructure.
 - a. LOCAL UNIT will be responsible for its own legacy dispatch and radio infrastructure to connect to COUNTY's network;
 - b. LOCAL UNIT will be responsible for reprogramming their subscriber radios; COUNTY may assist at COUNTY's discretion; and
 - c. Cost for subscriber equipment will be paid for by LOCAL UNIT.

VI. TERMINATION

- A. Notwithstanding any other term in this Agreement, either Party may terminate this Agreement at any time with or without cause by giving the other Party one-hundred-eighty (180) days written notice of termination, which notice shall specify the effective date of the termination.
- B. In the event of termination by COUNTY, COUNTY shall have no liability to LOCAL UNIT for any losses or additional costs that may be incurred as a result of COUNTY's termination of this Agreement.

VII. NOTICES

Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party: (i) three (3) days after mailing by the Party when notices are sent by First Class Mail, postage prepaid; (ii) on receipt (if sent via facsimile or electronic mail with a confirmed transmission report/delivery receipt); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

If to COUNTY:

Director, Division of Communications
Department of Public Safety
COUNTY OF BERGEN
285 Campgaw Road
Mahwah, New Jersey 07430

With a copy to:

BERGEN COUNTY COUNSEL
County of Bergen
One Bergen County Plaza – Room 580
Hackensack, New Jersey 07601

If to LOCAL UNIT:

Julie Falkenstern
Borough Administrator
118 Serpentine Rd.
Demarest, NJ 07627

VIII. REPRESENTATIONS AND WARRANTIES

- A. COUNTY represents and warrants that Bergen County Communications has sufficient expertise, facilities, equipment, and manpower to fulfill the obligations of this Agreement.
- B. Neither Party will be liable to the other for any exemplary, indirect, incidental, consequential, reliance, or special damages suffered by a Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other Party to the extent comprising indirect, incidental, consequential, reliance, or special damages) regardless of the form of action, whether in contract, warranty, strict liability or tort, including without limitation, negligence of any kind whether active or passive and regardless of whether the Party knew of the possibility that such damages could result. Each Party hereby releases the other Party (and its subsidiaries, affiliates, and respective officers, employees, agents, contractors, and suppliers) from and waives any such damage claims.
- C. COUNTY shall maintain such insurances with satisfactory insurance companies, joint insurance funds and/or self-insurance funds as will protect it and LOCAL UNIT from all claims. These insurances shall include Workers' Compensation, to the full extent of the law of the State of New Jersey, commercial general liability and automobile liability insurance which covers operations under this Agreement whether such operation be by itself or by any subcontractor or any one directly or indirectly employed by either of them. The minimum acceptable limits for bodily injury and property damage are \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate and LOCAL UNIT is to be included as an additional insured. Minimum acceptable limits for Professional Liability for all professional staff shall be \$1,000,000.00 per incident/claim and \$3,000,000.00 aggregate. A certificate of insurance for \$1,000,000.00 combined single limit must be provided for all employees who will drive

a motor vehicle under the terms of this Agreement. The certificates of such insurance shall be filed with LOCAL UNIT and shall be subject to the approval of LOCAL UNIT's Counsel, Risk Manager and/or the Insurance Company(ies) underwriter(s) or Insurance Fund Administrator for adequacy of protection. In the event it is determined that protection is inadequate or unsatisfactory, notice shall be given to COUNTY immediately and COUNTY shall forthwith provide the necessary evidence of sufficient coverage in accordance with the notice. Said certificates shall be filed upon the execution of this Agreement and in any event prior to any work being done by COUNTY. The maintenance of this insurance shall not relieve COUNTY of any liability for injury, death, and property damage which is greater than the insurance coverage. The above stated limits shall not be altered during the term of this Agreement.

- D. LOCAL UNIT shall, on its own, maintain such insurance coverages and certificates with satisfactory insurance companies and/or joint insurance funds as will protect it from claims to which insurance applies. These insurances shall include Workers' Compensation, to the full extent of the law of the State of New Jersey, commercial general liability and automobile liability insurance which covers operations under this Agreement. The limits for bodily injury and property damage are \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate and COUNTY shall be included as an additional insured on the commercial general liability as per the terms of this Agreement.

IX. FURTHER ASSURANCES

COUNTY shall be responsible for the actions of its agents, servants, and employees. LOCAL UNIT shall be responsible for the actions of its agents, servants, and employees. Each of the Parties covenant that they shall, from time to time, upon request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.

X. LIMITATION OF LIABILITY

- A. In addition to the other rights and remedies of the Parties herein, LOCAL UNIT shall indemnify and hold harmless COUNTY, 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, but may not be limited to, the investigation and defense of any claims, injuries, and damages arising out of, or resulting from, damages or injury caused by, or resulting from, the negligent acts or omissions by LOCAL UNIT's personnel arising out of this Agreement or any and all obligations assumed by LOCAL UNIT under this Agreement, provided it is determined by a court having the appropriate jurisdiction that LOCAL UNIT is solely responsible for such liability. In the event it is determined by a court that LOCAL UNIT is not solely responsible for said liability, then LOCAL UNIT's liability shall be limited to that degree of liability determined by said court to be the proportionate liability of LOCAL UNIT. LOCAL UNIT, upon notice from COUNTY, shall resist and defend, at the expense of LOCAL UNIT, such action or proceeding with counsel reasonably satisfactory

to COUNTY. In addition, at its option and its expense, COUNTY may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or LOCAL UNIT's obligation under this paragraph and this Agreement wherever and whenever applicable.

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

COUNTY and LOCAL UNIT remain responsible for their own acts and omissions, including the acts and omissions of their officials and employees.

XI. DISPUTE RESOLUTION

- A. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, a Party must request non-binding mediation and the other Party must participate in the mediation prior to, and as a condition precedent to, the commencement of any litigation in a court of law. The costs of such non-binding mediation shall be shared equally between COUNTY and LOCAL UNIT.
- B. Procedure. The mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The mediator shall have full discretion as to the conduct of the mediation. Each Party shall participate in the mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter, or one Party determines, in its sole discretion that its interests are not being served by the mediation.
- C. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No mediator shall be empowered to render a binding decision.
- D. Judicial Proceedings. Upon the conclusion of mediation, either Party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey, venued in Bergen County.
- E. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a

Party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey, venued in Bergen County.

XII. TORT CLAIMS ACT

The Parties to this Agreement are both local government units and are therefore entitled to the defenses and immunities of the New Jersey Tort Claims Act, as amended.

XIII. EMPLOYMENT RECONCILIATION

- A. LOCAL UNIT has represented that it is not currently providing the Services set forth in this Agreement using public employees, and no of employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.
- B. No employees are intended to be transferred from LOCAL UNIT to COUNTY pursuant to this Agreement, and COUNTY will not accept transfer of any employees from LOCAL UNIT to COUNTY by virtue of this Agreement.
- C. In the event a reconciliation plan is required by N.J.S.A. 40A:65-11, it shall be LOCAL UNIT's responsibility to prepare such plan, and, if required, to file same with the Civil Service Commission prior to commencement of Services under this Agreement. In such case, COUNTY will cooperate with LOCAL UNIT in the preparation and filing of the plan. Any employment action taken by LOCAL UNIT pursuant to such plan is understood to be the sole responsibility of LOCAL UNIT, hereby indemnifying COUNTY from any claim resulting from such employment action to the same degree outlined in Article X(A), above.
- D. Commencement of the Services pursuant to this Agreement is subject to N.J.S.A. 40A:65-11, if applicable.

XIV. FORCE MAJEURE

A Party shall be excused for delays in the performance of its obligations hereunder to the extent due to causes beyond its reasonable control and that could not have been avoided through the exercise of reasonable care, such as Acts of God, acts or omissions of civil or military authorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, or the unavailability of necessary labor, materials, or manufacturing facilities (the "Force Majeure").

XV. MISCELLANEOUS

- A. Entire Agreement. This Agreement, including any exhibits and addenda attached hereto, contains the sole and entire Agreement between the Parties and supersedes all negotiations and prior agreements or understandings between the Parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the

execution and delivery hereof, except such representations as are specifically set forth herein.

- B. Amendments. No agreement or understanding varying or extending this Agreement shall be binding upon the Parties unless it is memorialized in a written amendment signed by an authorized officer or representative of each Party.
- C. Counterparts and Electronic Delivery and Signatures. This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement ("Agreement Documents"), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1, et seq. and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by COUNTY.
- D. Cooperation of the Parties. In performing any Services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Party. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.
- E. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of canons requiring construction against the drafting Party.
- F. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

- G. No Waiver. The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- H. Assignment. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- I. Benefit/No Third-Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership, or other entity shall be deemed a third-party or other beneficiary of this Agreement.
- J. Relationship of the Parties. In consideration of the Services provided herein, both Parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing any association, joint venture, partnership, or agency relationship of any kind between the Parties hereto. The individual Parties are and shall remain independent entities with respect to all Services performed under this Agreement. Neither Party may create or assume any liability, obligation, or expense on behalf of the other, or use the other's monetary credit in conducting any activities under this Agreement.
- K. Non-Discrimination. The Services provided by COUNTY hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.
- L. Titles and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- M. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.
- N. Authorization. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed by the Parties in receipt thereof.

[SIGNATURE PAGE TO FOLLOW]

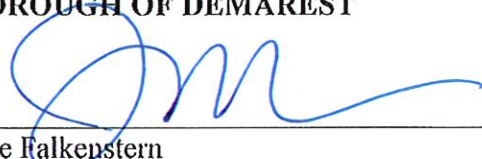
IN WITNESS WHEREOF, the Parties have executed this Shared Services Agreement for the Provision of 9-1-1 Communications and Public Safety Dispatch Services and agree to be bound by the terms thereof, as of the Effective Date.

ATTEST:



BOROUGH OF DEMAREST

By: _____


Julie Falkenstern
Borough Administrator

Dated: _____

06/03/2025

ATTEST:

COUNTY OF BERGEN

By: _____

James J. Tedesco, III, County Executive or
Thomas J. Duch, Esq., County Counsel/
County Administrator

Dated: _____