

INTERLOCAL E-911 AGREEMENT

This agreement (hereinafter referred to as the “Agreement”) made this _____ day of _____, 2009 by and between the Borough of Milltown, a Municipal corporation under the laws of the State of New Jersey, with offices located at 39 Washington Avenue, Milltown, New Jersey (hereinafter referred to as “Milltown”) and the Borough of Jamesburg, a Municipal corporation under the laws of the State of New Jersey located at 131 Perrineville Road, Jamesburg, New Jersey (hereinafter referred to as Jamesburg”).

WITNESSETH

WHEREAS, Jamesburg has established a 24-hour Public Safety Answering Point (hereinafter referred to as “PSAP”), PSAP #728, for the purpose of receiving, dispatching and relaying calls to the Fire Department, Police Department and First Aid Squad for the Borough of Jamesburg; and

WHEREAS, Milltown is desirous of entering into an inter-local service agreement with Jamesburg wherein Jamesburg shall serve as PSAP for Milltown; and

WHEREAS, the parties are authorized to enter into this agreement pursuant to N.J.S.A. 40:8A-1 et. Seq.; and

WHEREAS, the Office of Emergency Telecommunication Services of the State of New Jersey and the Middlesex County 911 Coordinator have approved and endorsed this agreement; and

WHEREAS, Milltown shall establish an enhanced Public Safety Dispatch Point (hereinafter referred to as “PSDP”) capable of receiving all the Automated Location Identification (hereinafter referred to as “ALI”) and Automated Number Identification (hereinafter referred to as “ANI”);

NOW, THEREFORE, in consideration for the promises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

Jamesburg shall act as the PSAP for Milltown and provide the personnel to perform that function, including answering, receiving, dispatching and relaying all 911, Fire Department, Police Department and First Aid Squad telephone calls to Milltown's Public Safety Dispatch Point, 24 hours a day, including all holidays, weekdays and weekends. In connection with 911 First Aid calls from Milltown, Jamesburg shall conference Milltown's PSDP in on all Emergency Medical Services (hereinafter referred as "EMS") calls Jamesburg receives while the Dispatcher at Jamesburg confirms the caller's address, assists the caller and remains on the line until EMS help arrives. All Milltown 911 callers requiring police or fire services will be transferred to the Milltown PSDP.

2. TERM

The term and responsibilities of the Agreement shall be effective from the signing date of this Agreement until December 31, 2011. Thereafter, this contract shall be automatically renewed on a one (1) year annual basis beginning each year on January 1st, unless either party receives ninety (90) days written notice prior to the renewal commencement date that the other party wishes to terminate this Agreement.

3. CONSIDERATION

In consideration for Jamesburg providing Milltown with the described services provided through December 31, 2011 as set forth herein, Milltown shall pay Jamesburg the following:

2009	\$19,560
2010	\$20,250
2011	\$20,960

Thereafter, an annual increase of 3.5%.

Payments shall be made in four (4) quarterly installments, February 1st, May 1st, August 1st, and November 1st.

4. E-911 EQUIPMENT

Milltown will provide and/or install or cause to be installed, all necessary telephone lines in order to facilitate this agreement.

5. EMPLOYEES

Jamesburg will use its best effort to employ competent, trustworthy and responsible individuals to answer, receive and relay messages on behalf of Milltown.

6. TERMINATION

This agreement may be canceled by either party upon receipt of 120 days written notice. Said notice shall be sent by certified mail, return receipt requested.

7. INDEMNIFICATION

Milltown and Jamesburg shall completely indemnify, protect and hold each other harmless from any and all costs, expenses, liability, losses, claims, suits, and proceedings of any nature whatsoever, whether brought against Jamesburg or Milltown, provided that the same does not arise out of any negligence, breach of warranty or other breach of duty by either party.

8. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

ATTEST:

BOROUGH OF MILLTOWN

Michael Januszka
Municipal Clerk

Mayor

ATTEST:

BOROUGH OF JAMESBURG

Municipal Clerk

Anthony LaMantia
Mayor