

**BOROUGH OF ALLENDALE
COUNTY OF BERGEN
STATE OF NEW JERSEY**

PUBLIC NOTICE

The following Resolution was adopted at a Regular Meeting of the Mayor and Council of the Borough of Allendale on Thursday, March 12, 2026:



THE BOROUGH OF ALLENDALE

N E W J E R S E Y

500 WEST CRESCENT AVENUE, ALLENDALE, NJ 07401

WWW.ALLENDALENJ.GOV

LINDA LOUISE CERVINO
MUNICIPAL CLERK
(201) 818-4400 EXT. 216
lindacervino@allendalenj.gov

March 13, 2026

The Borough of Ramsey
33 N. Central Avenue
Ramsey, NJ 07446

Attn: Meredith Bendian, Municipal Clerk

**Re: Resolution No. 26-106 and Shared Service Agreement for the Provision
of Public Safety Dispatch Services**

Dear Maureen:

Enclosed please find Resolution No. 26-106 and two executed Shared Services Agreements. Please return one executed copy to my attention and keep one for your file.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Linda Louise Cervino
Linda Louise Cervino, RMC
Municipal Clerk
Borough of Allendale

Enclosure

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 03/12/2026

RESOLUTION# 26-106

Council	Motion	Second	Yes	No	Abstain	Absent
O'Connell						✓
O'Toole						✓
Lovisollo			✓			
Homan						✓
Daloisio		✓	✓			
Yaccarino	✓		✓			
Mayor Wilczynski	-----	-----				

- Carried
- Defeated
- Tabled
- Approved on Consent Agenda

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF ALLENDALE AND THE BOROUGH OF RAMSEY FOR THE PROVISION OF PUBLIC SAFETY DISPATCH SERVICES

WHEREAS, the Borough of Allendale currently provides public safety dispatch services and has determined that participation in a shared services program will promote efficiency and cost savings; and

WHEREAS, the Borough of Ramsey, through its Police Department, operates a Local Dispatch Center capable of providing public safety dispatch services twenty-four (24) hours per day, seven (7) days per week; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes municipalities to enter into shared services agreements to reduce expenses funded by property taxpayers; and

WHEREAS, the Borough of Allendale and the Borough of Ramsey have negotiated a Shared Services Agreement for the provision of Public Safety Dispatch Services for a term commencing March 16, 2026 and terminating December 31, 2030; and

WHEREAS, pursuant to the Agreement, Ramsey shall provide public safety dispatch services to Allendale in exchange for an annual service fee beginning at \$205,834 for the partial year 2026 (reflecting a \$260,000 annualized amount), with subsequent annual payments subject to a three percent (3%) increase as set forth in the Agreement; and

WHEREAS, the Agreement provides for quarterly payments and outlines the respective responsibilities of each municipality regarding equipment, infrastructure, indemnification, insurance, and termination; and

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 03/12/2026

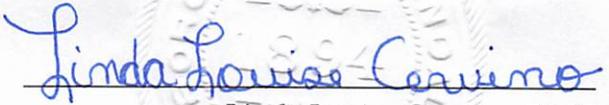
RESOLUTION# 26-106

WHEREAS, the Mayor and Council have reviewed the Agreement and determined that it is in the best interests of the Borough of Allendale and its residents to enter into same.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, as follows:

1. The Mayor is hereby authorized to execute, and the Borough Clerk to attest, a Shared Services Agreement between the Borough of Allendale and the Borough of Ramsey for the provision of Public Safety Dispatch Services for the period March 16, 2026 through December 31, 2030, in substantially the form presented to the Mayor and Council.
2. The Chief Financial Officer is hereby authorized to make quarterly payments in accordance with the payment schedule set forth in the Agreement, subject to annual budget appropriations.
3. The appropriate Borough officials, employees, and professionals are hereby authorized to take any and all actions necessary to effectuate the terms of the Agreement.
4. This Resolution shall take effect immediately upon adoption according to law.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 12, 2026.


Linda Louise Cervino, RMC
Municipal Clerk



SHARED SERVICES AGREEMENT

BETWEEN

BOROUGH OF RAMSEY

AND

BOROUGH OF ALLENDALE

FOR:

**THE PROVISION OF
PUBLIC SAFETY DISPATCH SERVICES**

Approved by the Borough of Ramsey Resolution No. _____, dated _____,
Approved by Borough of Allendale Resolution No. 26-106, dated March 12, 2026

DATED: MARCH 16, 2026

March THIS SHARED SERVICES AGREEMENT ("Agreement") is made this 12th day of _____, 2026, by and between

THE BOROUGH OF RAMSEY ("Ramsey"), a body politic and corporate of the State of New Jersey, with administrative offices located at 33 N. Central Avenue, Ramsey, New Jersey 07446; and

THE BOROUGH OF ALLENDALE ("Local Unit"), a body politic and corporate of the State of New Jersey, with administrative offices located at 500 West Crescent Avenue, Allendale, New Jersey 07401;

Ramsey and Allendale may hereinafter also be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the current structure of providing public safety dispatch services has resulted in a system in which increasing costs are being imposed upon municipalities, including Allendale; and

WHEREAS, the costs and inequities of the current system have resulted in municipalities looking to participate in a unified and consolidated system, including Allendale; 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, Ramsey, through its Police Department, operates a Local Dispatch Center which provides public safety dispatch services; and

WHEREAS, Ramsey has the capability to provide public safety dispatch services to Allendale, twenty-four (24) hours a day, seven (7) days a week; and

WHEREAS, Allendale wishes to enter into a shared services agreement with Ramsey pursuant to the Act for the provision of public safety dispatch services; and

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

WHEREAS, Ramsey and Allendale wish to enter into this Agreement whereby Ramsey provides public safety dispatch services to Allendale twenty-four (24) hours a day, seven (7) days a week for the period commencing March 16, 2026 and ending December 31, 2030; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, Ramsey and Allendale 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, Ramsey and Allendale 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 commencing on March 16, 2026 ("Effective Date") and ending on December 31, 2030, unless sooner terminated in accordance with this Agreement.

II. SERVICES PROVIDED BY BOROUGH OF RAMSEY

- A. During the term of this Agreement, Ramsey, through the Ramsey Police Department shall provide public safety dispatch services to Allendale twenty-four (24) hours a day, seven (7) days a week (the "Services"), as more particularly described below.
- B. Ramsey will:
 - 1. Dispatch emergency response providers (fire, police, and emergency medical services) within the territorial jurisdiction of Allendale in accordance with Allendale's Response Plans and Dispatch Standard Operating Procedures (collectively, "SOP"), including applicable Mutual Aid requests;
 - 2. Review any updated SOP submitted by Allendale and implement any changes dictated by the revised SOP that are in compliance with all applicable State statutes;
 - 3. Activate Allendale'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 our Calls for Service Types.
 - iv) or no longer utilize
 - 4. Provide pre-arrival instructions to emergency response providers in accordance with the New Jersey Office of Emergency Telecommunications guidelines;
 - 5. Maintain a Computer Aided Dispatch ("CAD") system; and
 - 6. Generate, maintain, and preserve records generated by and/or related to the Services provided by Ramsey to Allendale under this Agreement, and make such records available upon request, in accordance with all applicable State laws and Ramsey policies.

III. ALLENDALE'S RESPONSIBILITIES

- A. Information owed to Ramsey. In order to effectuate the Services, Allendale shall provide Ramsey with the following:

1. Allendale's SOP and any subsequent updates made to same;
 - a. **NOTE:** Allendale's SOP shall designate the emergency response providers charged with responding to fire, police, and emergency medical services requests within Allendale's jurisdiction. Ramsey does not independently dispatch any emergency service provider without Allendale's written authorization.
2. Contact information for the emergency response providers, Public Works and municipal Administrative Offices designated by Allendale;
3. Recall rosters, and
4. If utilizing Ramsey's Radio System of Choice (NJ State System), a list of all radio subscribers (IDs) for input into consoles.

B. Allendale has an ongoing obligation to:

1. Provide twenty-four (24) hour access to Allendale's radio equipment;
2. Manage its Mobile Data Terminals and all software in its First Response Vehicles and ensure the connectivity of these terminals to Ramsey's CAD system;
3. Supply and maintain all radio tie lines, or their equivalent, to ensure the connectivity of Allendale's data and radio infrastructure to the Ramsey Police Department located at 25 N. Central Avenue in the Borough of Ramsey;
4. Confirm all radio units used by Allendale are operated in accordance with the rules and regulations of the Ramsey Police Department, State of New Jersey and the Federal Communication Commission (FCC); and
5. Purchase, install, and maintain all necessary equipment as detailed in Article V below.

IV. PAYMENT TERMS

- A. **Service Fee.** Ramsey will provide the Services to Allendale and Allendale shall pay Ramsey an annual service charge (the "Service Fee"), which will increase three percent (3.00%) each year, as set forth in the schedule below. If there are significant unforeseen cost increases of providing these services Ramsey may propose to Allendale an additional adjustment to that Year.

<u>Year</u>	<u>Amount</u>
1. March 16, 2026 through December 31, 2026 (\$260,000 annual)	\$ 205,834
2. January 1, 2027 through December 31, 2027	\$ 267,800

3. January 1, 2028 through December 31, 2028	\$ 275,834
4. January 1, 2029 through December 31, 2029	\$ 284,109
5. January 1, 2030 through December 31, 2030	\$ 292,632

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. For 2026, the April 15th payment shall be \$75,834 with July 15th and October 15th at \$65,000 for the quarter.

C. Future Capital Investment: Each of the parties is currently updating their communications infrastructure, however if future capital investment is required and mutually approved, the costs would be split in a ratio reflective of the population of each municipality.

C. Payment Submissions. Payments shall be payable to "The Borough of Ramsey" and sent to the attention of the Chief Financial Officer, 33 N. Central Avenue, Ramsey, New Jersey 07446".

V. **EQUIPMENT**

A. The Police Department of the Borough of Ramsey will dispatch/"tone-out" Allendale's Fire Department on Allendale's radio system. The purchasing of subscriber equipment will be paid for by Allendale.

B. Allendale will pay for the costs associated with maintaining their radio equipment along with fees associated with connecting Allendale's radio system to Ramsey's radio infrastructure.

C. Course of Action - Equipment Modifications. Ramsey and Allendale will make and maintain the following equipment and networking modifications to support and facilitate the communications capabilities of Allendale.

1. **Communications**

a. Radio Communications and Dispatching Equipment. Ramsey Police will modify Ramsey's radio consoles to support the dispatch function of Allendale's Fire Department dispatch frequency. These frequencies will be connected from Allendale's radio system to Ramsey. Allendale will maintain all connectivity and their own radio equipment. Allendale will be responsible for connecting from Allendale's Police Department to Ramsey. Allendale will be responsible for connecting to their equipment

b. Telephone Communications. Allendale will utilize a phone compatible with Ramsey to except extension transfers. A dedicated phone number will be put in place for Allendale's police officers, public safety officials, and administrative personnel to contact Ramsey. Allendale has the option to port their Police Department telephone number(s) to Ramsey's telephone network. Allendale 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 Allendale shall be ported back to Allendale.

- c. **Emergency Sirens.** Allendale will also supply and maintain a mechanism so that Ramsey can activate the emergency sirens located in Allendale's service area. This can be done by the use of a radio-controlled device tied into the siren unit.

2. **CAD/RMS.** Allendale shall be responsible for the cost of any required maintenance/installation of the Lawsoft CAD system (or system of their choosing).

- a. If Allendale 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. Allendale will also be responsible for converting data into the Lawsoft System if they choose a different CAD/RMS provider.

3. **AVL/Mapping.** Ramsey currently uses AVL to monitor and dispatch emergency response units. This functionality will be made available to Allendale. It will be Allendale's responsibility to send the appropriate data to the AVL System. AVL is used to assist with dispatching available or nearby units. The cost will be the responsibility of Allendale for GIS Layer Creation for Master Location Database; Think GIS AVL Client Licenses; Think AVL Administrator Software Licenses.

4. **Radio System Information.** Ramsey will not be providing radio infrastructure Ramsey will be utilizing the NJ State Radio System.

- a. Allendale will be responsible for its own legacy dispatch and radio infrastructure to connect to Ramsey's network;
- b. Allendale will be responsible for reprogramming their subscriber radios; and
- c. Cost for subscriber equipment will be paid for by Allendale.

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 Ramsey, Ramsey shall have no liability to Allendale for any losses or additional costs that may be incurred as a result of Ramsey'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 Ramsey: Bruce Vozeh, Borough Administrator
Borough of Ramsey
33 N. Central Avenue
Ramsey, New Jersey 07446

With a copy to: Peter A. Scandariato, Borough Attorney
Eastwood, Scandariato & Steinberg
336 President Street
Saddle Brook, New Jersey 07663

If to Allendale: Alison Altano, Borough Administrator
Borough of Allendale
500 West Crescent Avenue
Allendale, New Jersey 07401

VIII. REPRESENTATIONS AND WARRANTIES

- A. Ramsey represents and warrants that Ramsey 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. Ramsey shall maintain such insurances with satisfactory insurance companies and/or joint insurance funds as will protect it and Allendale 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 Allendale is 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 Allendale and shall be subject to the approval of Allendale'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 Ramsey immediately and Ramsey 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 Ramsey. The maintenance of this insurance shall not relieve Ramsey if any liability for injury, death, and property damage which is greater than the insurance coverage. The above stated limits shall be altered during the term of this Agreement.

- D. Allendale shall, in 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 and property damage are \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate and Ramsey shall be included as an additional insured on the commercial general liability as per the terms of this Agreement.

IX. FURTHER ASSURANCES

Ramsey shall be responsible for the actions of its agents, servants, and employees. Allendale 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, Allendale shall indemnify and hold harmless Ramsey, 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 Allendale personnel arising out of this Agreement or any and all obligations assumed by Allendale under this Agreement, provided it is determined by a court having the appropriate jurisdiction that Allendale is solely responsible for said liability, then Allendale's liability shall be limited to that degree of liability determined by said court to be the proportionate liability of Allendale. Allendale, upon notice from Ramsey, shall resist and defend, at the expense of Allendale, such action or proceeding with counsel reasonably satisfactory to Allendale. In addition, at its option and its expense, Ramsey may engage separate counsel to appear on its behalf in such action or proceeding

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

Ramsey and Allendale 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 Ramsey and Allendale.
- 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 ongoing 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. Allendale has represented that it is currently providing the Services set forth in this Agreement using public employees.
- B. Current Allendale full-time employees, in good standing, are to be offered positions to transfer from Allendale to Ramsey pursuant to this Agreement.
- C. In the event a reconciliation plan is required by N.J.S.A. 40A:65-11, it shall be Allendale'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, Ramsey will cooperate with Allendale in the preparation and filing of the plan. Any employment action taken by Allendale pursuant to such plan is understood to be the sole responsibility of Allendale, hereby indemnifying Ramsey 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 may 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

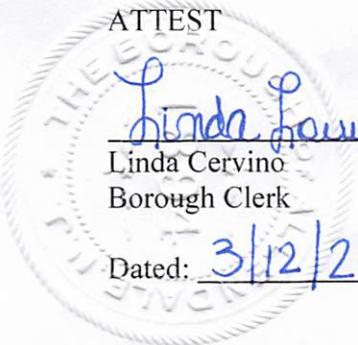
- A. Entire Agreement. This Agreement, including any exhibits and addenda attached hereto, contains the sole and entire Agreement between the Parties and supersedes all negotiations and prior agreements or understandings between the Parties, whether oral or written. The Parties acknowledge and agree 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 Ramsey.
- 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 hereby 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 Ramsey hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.
- L. Title 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.

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

ATTEST



Linda Louise Cervino
Linda Cervino
Borough Clerk

Dated: 3/12/2026

BOROUGH OF ALLENDALE

Amy Wilczynski
Amy Wilczynski
Mayor

ATTEST

Meredith Bendian
Borough Clerk

Dated: _____

BOROUGH OF RAMSEY

Deirdre Dillon
Mayor