

RESOLUTION 208-15

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN
THE BOROUGH OF CLAYTON AND THE COUNTY OF GLOUCESTER**

WHEREAS, the Borough of Clayton has agreed to enter into an Agreement for Radio Communications equipment; and

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

1. That the governing body does hereby approve the attached Agreement between the Borough of Clayton and The County of Gloucester.
2. That the Mayor be and is hereby authorized to execute said contract on behalf of the Borough of Clayton.

ADOPTED, at a regular meeting of the Mayor and Council of the Borough of Clayton held on November 12, 2015.

BOROUGH OF CLAYTON



THOMAS BIANCO, Mayor

Attest:



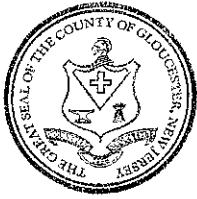
CHRISTINE NEWCOMB, Borough Clerk

CERTIFICATION

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, November 12, 2015.



CHRISTINE NEWCOMB, Borough Clerk



Board of Chosen Freeholders

Gloucester County, New Jersey

ROBERT M. DAMMINGER
FREEHOLDER DIRECTOR

P.O. BOX 337
WOODBURY, NJ 08096
(856) 853-3395
FAX (856) 853-3495
rdamming@co.gloucester.nj.us

November 4, 2015

Mayor Tom Bianco
Borough of Clayton
125 N. Delsea Drive
Clayton, NJ 08312


Dear Mayor Bianco:

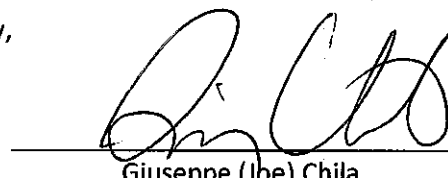
In 2013 the County of Gloucester entered into an agreement with the Motorola Corporation to design and build a new countywide 700 Mhz radio system to replace our existing system. This contract also called for the provision of more than three thousand radios. This initiative was undertaken to protect our first responders who put their lives on the line each and every day. The existing system was experiencing digital television interference and the Federal Communication Commission (FCC) had made the decision to clear the 700 spectrum for public safety use and to sell the original 500 spectrum to the broadcast media.

Gloucester County is now completing the construction phase of the new project. During the month of November we will be optimizing the system and doing extensive testing of the same. Should all go well we will begin the task of training the end users, distributing portable radios and installing mobile radios. As you all know by now that will all be done at no cost to the municipalities or the fire districts. As part of the deployment we will be asking all jurisdictions to sign the enclosed memorandum of understanding (MOU). The memorandum outlines the responsibility of the County and that of the receiving entity. This is being done to insure the appropriate and optimum use of the equipment and to set forth the rights, duties, and obligations between the parties.

We are at this time asking that you consider the MOU, sign and return it to the Gloucester County Department of Emergency Response, 1200 North Delsea Drive, Building B, Clayton, NJ 08312.

Sincerely,


Robert M. Damminger
Freeholder Director


Giuseppe (Joe) Chila
Freeholder Deputy Director/Liaison

c. Sue Miller, Administrator
Police Chief
Fire Chief

**AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND
THE BOROUGH OF CLAYTON**

This document constitutes an agreement entered into between the **County of Gloucester** (hereinafter "County"), a body politic and corporate of the State of New Jersey and the **Borough of Clayton**, (hereinafter "Receiving Entity") located at 125 N. Delsea Drive, Clayton, New Jersey, 08312

RECITALS

WHEREAS, the County has procured by State Contract certain public safety radio communications equipment (mobile, portable, and control station radios) for the purpose of interfacing with the new Gloucester County 700 MHz radio system, (hereinafter "System"); and

WHEREAS, the County will provide and transfer ownership of said public safety radio communications equipment (mobile, portable, and control station radios) to the accepting municipal police departments for use with the new System; and

WHEREAS, the County and Receiving Entity shall enter into an agreement in order to ensure appropriate and optimum use of equipment and to set forth the rights, duties, and obligations between the parties hereto; and

WHEREAS, Receiving Entity shall receive certain equipment as a Public Safety Service Entity pursuant to the terms of the within agreement; and

WHEREAS, the County will be responsible for the installation of mobile and control station radios in the appropriate and authorized vehicles and headquarters of the entity; and

WHEREAS, the Receiving Entity will be responsible for maintaining and servicing as may be needed, its designated public safety radio communications equipment through a one-year warranty period provided by Motorola, said warranty to be transferred from the County to the entity pursuant by a Warranty Transfer Agreement by and between the County of Gloucester and Motorola; and

WHEREAS, the County and the Receiving Entity agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of an Agreement in order to ensure appropriate and optimum use of the equipment and to set forth the rights, duties, and obligations between the parties hereto; and

WHEREAS, pursuant to Resolution adopted October 21, 2015, the Gloucester County Board of Chosen Freeholders have authorized the execution of this agreement.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Receiving Entity do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM.

The term of this agreement shall be for a period of five years commencing upon delivery to and acceptance of the equipment by the Receiving Entity located at the address listed herein above.

2. RESPONSIBILITIES OF THE PARTIES.

COUNTY:

- a. The County shall supply, deliver, install and program the public safety radio communications equipment as identified in several appendices to this agreement which will be provided upon the delivery and installation of the equipment for the use by the Receiving Entity for the purpose of public safety communications within Gloucester County and the Gloucester County Emergency Response, Division of Communications during emergency incidents, training exercises, and for other appropriate and authorized circumstances.
- b. Supply, delivery, installation and programming of the equipment (mobile, portable, and/or control station radios, as the case may be) shall be at no cost to the Receiving Entity and all costs associated with the supply, delivery, installation and programming of the equipment shall be borne by the County.
- c. The programming of any additional equipment not provided by the County and purchased by the entity shall be performed by the Gloucester County Department of Emergency Response, Division of Communications in order for the equipment to properly function on the County's public safety radio communications system. Appropriate programming software must be provided by Entity if necessary.
- d. Appropriate programming software must be provided by the Receiving Entity if necessary.
- e. The County reserves the right to remove or electronically disable the equipment in the case of misuse by the Receiving Entity.

RECEIVING ENTITY:

- a. Upon delivery and acceptance of the equipment, the Receiving Entity shall be solely responsible for all maintenance, repair, and/or replacement of the equipment.
- b. The Receiving Entity shall use and maintain the equipment for its intended purpose as described herein.
- c. The cost for insuring the equipment provided by the County shall be the responsibility of the Receiving Entity.
- d. While utilizing the equipment provided in accordance with the terms of this agreement, the Receiving Entity shall adhere to all Gloucester County Department of Emergency Response Division of Communications' policies and procedures enacted for the County's public safety radio communications system.
- e. The Receiving Entity shall maintain the equipment provided by the County through a one-year warranty from Motorola which was purchased by the County. Said warranty shall be provided by the entity pursuant to a Warranty Transfer agreement entered into by and between the County of Gloucester and Motorola.
- f. The Receiving Entity will be responsible for the cost of any modifications it desires to make to the equipment and shall be required to confirm with Motorola, prior to making any modifications that said modifications shall not be a cause for breach of the Equipment Warranty.
- g. The Receiving Entity acknowledges that any misuse of the equipment will result in the forfeit of ownership of the equipment and the equipment shall be returned to the County.
- h. In the event that the Receiving Entity discontinues providing its current service to its municipality or area of service in the County, the equipment shall be returned to the Gloucester County Department of Emergency Response, Division of Communications within thirty (30) days of the discontinuation of services; said removal of equipment shall be conducted by agents of the County's Department of Emergency Response.
- i. The Receiving Entity is accepting the equipment on an "as is, where is" basis and shall be responsible for any and all maintenance, repairs or replacement of the equipment that may be required.

3. PROHIBITION AGAINST TRANSFER OF EQUIPMENT

It is specifically understood that the equipment delivered and accepted by the Receiving Entity shall be used solely by the Receiving Entity for the purpose intended by this Agreement. The equipment shall not be transferred, traded, substituted, loaned, leased, sold, given or donated by the Receiving Entity or otherwise disposed of by the receiving entity without the express written consent of the County.

This agreement should be construed in accordance with the laws in the State of New Jersey and any paragraph considered null and void will not void the entire agreement and the balance of the agreement shall remain in effect.

ATTEST:

COUNTY OF GLOUCESTER

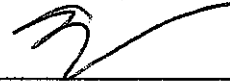
CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

(RECEIVING ENTITY)

Christine Neuzomb
Clerk


By: Tom Bianco
Title: Mayor

**AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND
THE BOROUGH OF CLAYTON - POLICE**

This document constitutes an agreement entered into between the **County of Gloucester** (hereinafter "County"), a body politic and corporate of the State of New Jersey and the **Borough of Clayton**, (hereinafter "Receiving Entity") located at 125 N. Delsea Drive, Clayton, New Jersey, 08312

RECITALS

WHEREAS, the County has procured by State Contract certain public safety radio communications equipment (mobile, portable, and control station radios) for the purpose of interfacing with the new Gloucester County 700 MHz radio system, (hereinafter "System"); and

WHEREAS, the County will provide and transfer ownership of said public safety radio communications equipment (mobile, portable, and control station radios) to the accepting municipal police departments for use with the new System; and

WHEREAS, the County and Receiving Entity shall enter into an agreement in order to ensure appropriate and optimum use of equipment and to set forth the rights, duties, and obligations between the parties hereto; and

WHEREAS, Receiving Entity shall receive certain equipment as a Public Safety Service Entity pursuant to the terms of the within agreement; and

WHEREAS, the County will be responsible for the installation of mobile and control station radios in the appropriate and authorized vehicles and headquarters of the entity; and

WHEREAS, the Receiving Entity will be responsible for maintaining and servicing as may be needed, its designated public safety radio communications equipment through a one-year warranty period provided by Motorola, said warranty to be transferred from the County to the entity pursuant by a Warranty Transfer Agreement by and between the County of Gloucester and Motorola; and

WHEREAS, the County and the Receiving Entity agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of an Agreement in order to ensure appropriate and optimum use of the equipment and to set forth the rights, duties, and obligations between the parties hereto; and

WHEREAS, pursuant to Resolution adopted October 21, 2015, the Gloucester County Board of Chosen Freeholders have authorized the execution of this agreement.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Receiving Entity do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM.

The term of this agreement shall be for a period of five years commencing upon delivery to and acceptance of the equipment by the Receiving Entity located at the address listed herein above.

2. RESPONSIBILITIES OF THE PARTIES.

COUNTY:

- a. The County shall supply, deliver, install and program the public safety radio communications equipment as identified in several appendices to this agreement which will be provided upon the delivery and installation of the equipment for the use by the Receiving Entity for the purpose of public safety communications within Gloucester County and the Gloucester County Emergency Response, Division of Communications during emergency incidents, training exercises, and for other appropriate and authorized circumstances.
- b. Supply, delivery, installation and programming of the equipment (mobile, portable, and/or control station radios, as the case may be) shall be at no cost to the Receiving Entity and all costs associated with the supply, delivery, installation and programming of the equipment shall be borne by the County.
- c. The programming of any additional equipment not provided by the County and purchased by the entity shall be performed by the Gloucester County Department of Emergency Response, Division of Communications in order for the equipment to properly function on the County's public safety radio communications system. Appropriate programming software must be provided by Entity if necessary.
- d. Appropriate programming software must be provided by the Receiving Entity if necessary.
- e. The County reserves the right to remove or electronically disable the equipment in the case of misuse by the Receiving Entity.

RECEIVING ENTITY:

- a. Upon delivery and acceptance of the equipment, the Receiving Entity shall be solely responsible for all maintenance, repair, and/or replacement of the equipment.
- b. The Receiving Entity shall use and maintain the equipment for its intended purpose as described herein.
- c. The cost for insuring the equipment provided by the County shall be the responsibility of the Receiving Entity.
- d. While utilizing the equipment provided in accordance with the terms of this agreement, the Receiving Entity shall adhere to all Gloucester County Department of Emergency Response Division of Communications' policies and procedures enacted for the County's public safety radio communications system.
- e. The Receiving Entity shall maintain the equipment provided by the County through a one-year warranty from Motorola which was purchased by the County. Said warranty shall be provided by the entity pursuant to a Warranty Transfer agreement entered into by and between the County of Gloucester and Motorola.
- f. The Receiving Entity will be responsible for the cost of any modifications it desires to make to the equipment and shall be required to confirm with Motorola, prior to making any modifications that said modifications shall not be a cause for breach of the Equipment Warranty.
- g. The Receiving Entity acknowledges that any misuse of the equipment will result in the forfeit of ownership of the equipment and the equipment shall be returned to the County.
- h. In the event that the Receiving Entity discontinues providing its current service to its municipality or area of service in the County, the equipment shall be returned to the Gloucester County Department of Emergency Response, Division of Communications within thirty (30) days of the discontinuation of services; said removal of equipment shall be conducted by agents of the County's Department of Emergency Response.
- i. The Receiving Entity is accepting the equipment on an "as is, where is" basis and shall be responsible for any and all maintenance, repairs or replacement of the equipment that may be required.

3. PROHIBITION AGAINST TRANSFER OF EQUIPMENT.

It is specifically understood that the equipment delivered and accepted by the Receiving Entity contains proprietary, encrypted software of a highly sensitive and secure nature to be used for law enforcement purposes and the equipment shall be used solely by the Receiving Entity for the purpose intended by this agreement. The equipment shall not be transferred, traded, substituted, loaned, leased, sold, given or donated by the Receiving Entity or otherwise disposed of by the receiving entity without the express written consent of the County.

This agreement should be construed in accordance with the laws in the State of New Jersey and any paragraph considered null and void will not void the entire agreement and the balance of the agreement shall remain in effect.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

(RECEIVING ENTITY)

Christine Newcomb, Clerk

SGT. Andrew Davis #1312
By: **ANDREW DAVIS**
Title: **SGT.**