

**AGREEMENT BETWEEN THE COUNTY OF BERGEN AND
TOWNSHIP OF WYCKOFF
TO PROVIDE 9-1-1 AND DISPATCH SERVICES**

This Agreement is made as of this ____ day of ____ 2014, by and between the County of Bergen, a body politic and corporate of the State of New Jersey located at One Bergen County Plaza, Hackensack, NJ 07601 ("County"), and the Township of Wyckoff, a municipal corporation located at 340 Franklin Avenue, Wyckoff, New Jersey 07481 ("Wyckoff").

WITNESSETH:

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; and

WHEREAS, the cost per resident for said services varies throughout the County; and

WHEREAS, the costs and inequities of the current system have resulted in public safety organizations looking to participate in a unified and consolidated system; and

WHEREAS, for the densely populated metropolitan areas of Bergen County, this consolidation and shared infrastructure will result in savings passed on to municipalities while maintaining the performance and service levels on behalf of the operating entities; and

WHEREAS, sharing resources and reducing costs is a driving principle behind consolidation which will eliminate duplicate purchasing costs, reduce staffing costs and reduce comprehensive training costs; and

WHEREAS, consolidating communications operations still enables the operating entities to continue to carry out their duties with no perceived change in their normal operations; and

WHEREAS, The Bergen County Communication Division, operated by the Bergen County Department of Public Safety, has the capability to provide 9-1-1 communications and Public Safety dispatch services to select municipalities throughout Bergen County; and

WHEREAS, The Township of Wyckoff is desirous of consolidating its 9-1-1 communications and public safety dispatch service with the County of Bergen and passed Resolution No. _____-2014 dated _____ authorizing the Township to enter into an agreement with the County; and

WHEREAS, the Board of Chosen Freeholders of the County of Bergen adopted Resolution No. _____ on _____ authorizing County Communications to provide 9-1-1 communications and public safety dispatch services for the Township of Wyckoff; and

WHEREAS, an agreement is necessary to delineate the respective responsibilities of the parties in connection therewith.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions herein, the parties agree as follows:

I. PURPOSE

(A) The County of Bergen shall provide 911 communications and public safety dispatch services for Wyckoff, twenty-four (24) hours a day, seven (7) days a week, as more particularly described below:

- (a) Bergen County Communications Division (hereinafter “County Communications”) shall provide 9-1-1 answering services that will include call taking of all 9-1-1 calls routed to County Communications from the Township and will include all medical pre-arrival instructions as per the New Jersey Office of Emergency Telecommunications guidelines.
- (b) County Communications shall engage translation service from the “language line” to handle 9-1-1 calls and administrative calls from non-English speaking persons.
- (c) Bergen County will maintain a CAD (Computer Aided Dispatch) system.
- (d) County Communications shall provide Police, Fire Department and Emergency Medical Services dispatching and emergency 9-1-1 (call routing) dispatching services on a twenty-four (24) hour per day basis to the Township. This shall include:
 - (i) Accept emergency calls and promptly dispatch emergency response vehicles and personnel within the territorial jurisdiction of Wyckoff;
 - (j) Activate their sirens in accordance with their SOP;
 - (ii) Maintain a log of all calls received and dispatched on behalf of Wyckoff;
 - (iii) Furnish reports of activities.

(B) In order to effectuate these services, Wyckoff shall supply County Communications with a copy of the following:

- (a) Dispatch SOP’s
- (b) Recall Rosters
- (c) Contact lists
- (d) Twenty-four (24) hour access to radio equipment on Township’s end
- (e) List of all radio subscribers to include make, model and serial numbers for connectivity to the trunk radio system.

(C) Wyckoff will be responsible for their Mobile Data Terminals and all software in their First Response Vehicles and all connectivity of these terminals to the County’s CAD system.

(D) Wyckoff will supply and be responsible for all radio tie lines and connectivity of their data and radio infrastructure to the County Communications Center located at 285 Campgaw Road in the Township of Mahwah.

(E) The operation of all radio units used by Wyckoff shall be in accordance with the rules and regulations of The Bergen County Communication Division and the Federal Communication Commission (FCC).

II. PAYMENT AND TERM

(A) The County will provide 9-1-1 communications and public safety dispatch services in accordance with this contract for the Township of Wyckoff and the Township of Wyckoff will make payments to the County of Bergen in accordance with the following schedule and conditions which is based on a 2% increase per year (the 2% increase is waived for calendar years 2016 and 2017) :

Year	Amount
January 2, 2015 through December 31, 2015	\$180,000.00
January 1, 2016 through December 31, 2016	\$180,000.00
January 1, 2017 through December 31, 2017	\$180,000.00
January 1, 2018 through December 31, 2018	\$183,600.00
January 1, 2019 through December 31, 2019	\$187,272.00
January 1, 2020 through December 31, 2020	\$191,017.44
January 1, 2021 through December 31, 2021	\$194,837.79
January 1, 2022 through December 31, 2022	\$198,734.54
January 1, 2023 through December 31, 2023	\$202,709.24
January 1, 2024 through December 31, 2024	\$206,736.42

(B) Changes to the abovementioned payment schedule will occur when:

1. In the event Wyckoff breaches or terminates this agreement, Wyckoff agrees to pay the County of Bergen the previously omitted two percent increases for calendar years 2016 and 2017. Therefore, the Wyckoff would owe an additional \$3,600 for January 1, 2016 through December 31, 2016 and an additional \$3,672 for January 1, 2017 through December 31, 2017.
2. If the Consumer Price Index rises above 5% during a twelve month calendar year, then the County of Bergen can either terminate this agreement upon providing Notice to the Township or adjust the 2% increase to an interest rate acceptable to the County and the Township.

(C) Payment Due:

Each of above-stated amounts as well as the payments due for the Trunk Radio System shall be paid in quarterly installments; due on January 30, April 1, June 1 and September 1 of each calendar year.

(D) 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 the County may direct upon notice in writing.

(E) Term

The term of this Agreement shall be for a period of ten (10) years beginning on January 2, 2015 and ending on December 31, 2024 unless sooner terminated in accordance with Paragraphs four (4) and five (5) of this Agreement.

III. EQUIPMENT

County Communications will dispatch/"tone out" Wyckoff FD and Wyckoff EMS on the Wyckoff radio system.

Wyckoff will pay for the costs associated with maintaining their radio equipment along with the connectivity fees associated with connecting the Wyckoff radio system to the County Communications radio infrastructure.

(A) Course of Action - Equipment Modifications

The County Communications and Wyckoff will make and maintain the following equipment and networking modifications to support and facilitate the communications capabilities of the Wyckoff:

1. 9-1-1

The Bergen County Communications Center is currently a fully operational 9-1-1 PSAP. The Bergen County Communications Center will provide call taking on all "hardline" 9-1-1 calls within the Township of Wyckoff. The County Communications Center will provide pre-arrival instructions as per the New Jersey Office of Emergency Telecommunications guidelines to the residents and businesses of Wyckoff.

2. Radio Communications and Dispatching Equipment

Bergen County Communications will modify the County's radio consoles to support the dispatch function of the Township of Wyckoff's Fire Department's dispatch frequency, and Emergency Medical Services dispatch frequency. These frequencies will be linked by Radio Tie lines from the Township of Wyckoff's radio system to the Bergen County Communications Center. The Township of Wyckoff will maintain all radio tie lines and their own radio equipment. Wyckoff will be responsible for connecting two four wire radio tie lines from

Wyckoff Police Department Headquarters to the Bergen County Public Safety Operations Center located at 285 Campgaw Road, in the Township of Mahwah, in the State of New Jersey. The Township of Wyckoff will be responsible for connecting the radio tie lines to their equipment. The County of Bergen will be responsible for connecting the radio tie lines to the County d-mark equipment. Bergen County Communications will not be responsible for monitoring any Fire Ground channels.

3. Telephone Communications

The County Communications will supply a dedicated telephone number to Wyckoff. Wyckoff will use and be responsible for a T1 line or a call forward feature to forward all their administrative calls to the County Public Safety Operations Center. A dedicated phone number will be put into place for Wyckoff's Police Officers, Public Safety Officials and Administrative personnel to contact the Communications Center.

4. Emergency Sirens

Wyckoff will also supply and maintain a mechanism so that the County Communications Center can activate the emergency sirens located in Wyckoff's service area. This can be done by the use of a radio tie line or a radio controlled device tied into the siren unit. Wyckoff can choose this option.

5. Data Line/T1 Line

In order to share law enforcement data between the Bergen County Public Safety Communication Center and the Wyckoff Police Department, the Wyckoff Police Chief may request use of the Prosecutor's Law Enforcement network. This network consists of a T1 line that currently connects Wyckoff with the Bergen County Prosecutor's office.

6. CAD

The Bergen County Communications Center currently utilizes a CODY CAD System. As service calls are received by the County Communications Center, they are entered into the CAD system. The CAD system will make recommendations on what units to dispatch as established by the Township's standard operating procedures. In the near future, the County will be replacing the CODY CAD with another CAD system. Wyckoff will not be responsible for the cost of the CAD system upgrade.

The cost of the CAD system will be maintained by the County of Bergen. The Township of Wyckoff will be responsible for connecting its Records Management System with the County's CAD System. This functionality will allow data from the calls that are entered into the CAD to be imported into the Township of Wyckoff Records Management System. The cost of this interface and connectivity will be the responsibility of Wyckoff. Wyckoff will be responsible for contracting with their RMS vendor and the County's CAD vendor to arrange for this interface.

If the Wyckoff chooses to use a Mobile solution they will have the capacity to use silent dispatch functionality as well as the ability to perform report writing on the MDT of each of their patrol units. The cost of the Mobile Solution, the interface, and the connectivity will be the responsibility of the Wyckoff. This connectivity can be used for AVL functionality as well. It will be the responsibility of Wyckoff to coordinate with the County's CAD vendor the purchase of any software and data conversion. Wyckoff will be responsible for maintaining its geo-coding data.

7. AVL

Bergen County Communications currently uses AVL to monitor and dispatch County Police, Norwood Police and Lodi Police units. This functionality will be made available to the Wyckoff. It will be the Wyckoff's responsibility to send the appropriate data to the County's AVL System. Normally this is done over a Verizon or AT&T cellular network. AVL is used to assist with Closest Car Routing.

8. Trunk Radio System Information

(a) The County will provide Wyckoff use of the Trunk Radio system in accordance with this contract and Wyckoff will make payments to the County of Bergen in accordance with the following schedule, understandings and conditions:

Schedule:

Year	Amount
January 2, 2015 through December 31, 2015	\$1,250.00
January 1, 2015 through December 31, 2015	\$1,250.00
January 1, 2015 through December 31, 2015	\$1,250.00
January 1, 2015 through December 31, 2015	\$1,275.00
January 1, 2015 through December 31, 2015	\$1,300.50
January 1, 2015 through December 31, 2015	\$1,326.51
January 1, 2015 through December 31, 2015	\$1,353.04
January 1, 2015 through December 31, 2015	\$1,380.10
January 1, 2015 through December 31, 2015	\$1,407.70
January 1, 2015 through December 31, 2015	\$1,435.86

Understanding:

The Trunk Radio System is designed for 95% on hip street coverage and access to this system by Wyckoff is purely voluntary. Accordingly, the quality of reception in all geographic areas of the County cannot be guaranteed to the Municipality. Therefore, Wyckoff acknowledges that this agreement covers the use of the system as it is established for the County of Bergen 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. The County of Bergen will loan Wyckoff up to five (5) portable radios during the duration of the

contract at no added expense only to be used by the public safety personnel of Wyckoff. However, The County of Bergen reserves the right to repossess said radios in the event of an emergency whereby the County of Bergen requires the use of said devices.

Conditions:

Wyckoff agrees to adhere to the following conditions and acknowledgements:

1. Wyckoff has tested their coverage area with County Communications to include external and internal locations.
2. Wyckoff agrees that by signing this contract, that the radio system coverage is acceptable and accepting the terms and conditions on utilizing the Trunk Radio System.
3. Wyckoff may operate up to and including 100 radios on the Trunk Radio System only to be utilized by public safety employees of Wyckoff
4. Wyckoff Public Safety Agencies will be given the ability to communicate on the following three Public Safety operational talk groups within the Trunk Radio System:
 - a. Fire – Operations (not to be used as Fire Ground)
 - Bergen County Communications will not be responsible for monitoring a Municipality's Fire Ground channel.
 - b. EMS – Operations (not be used as Dispatch/ Wyckoff EMS to be dispatched on their current EMS system utilizing their current radio infrastructure and VHF pagers)
 - c. Police – Dispatch/Operations
These talk groups are specific to the Public Safety discipline utilizing the talk group. I.e. Only PD units will be permitted access to the police radio talk groups.
5. The Trunked Radio System cannot be used for dispatch/paging services.
6. Wyckoff will be required to share a common talk group with other Municipalities on the system. The County will control who is assigned on the designated talk groups.
7. Wyckoff will be responsible for its own legacy dispatch and radio infrastructure to include connecting to the County's network via radio tie lines.
8. Wyckoff will be responsible for reprogramming their subscriber radios.

IV REPRESENTATIONS AND WARRANTIES

(A) The County will offer Wyckoff's Public Safety Telecommunicators an opportunity to interview for placement as a County of Bergen Communications Public Safety Telecommunicator. Upon completion of the interview process and a successful background check, the new hires may be hired at the initial starting step as defined in the Collective Bargaining Agreement between the County of Bergen and the New Jersey Employees Labor Union.

(B) The County represents and warrants that County Communications, operated by the Bergen County Department of Public Safety, has sufficient expertise, facilities, equipment and manpower to fulfill the obligations of this Agreement.

(C) 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.

V DEFAULT

In the event Wyckoff or the County fails to substantially perform in accordance with the terms of this Agreement, the aggrieved party shall have the right to give notice of a request to cure said default within thirty (30) days. In the event the defaulting party fails to cure within the thirty (30) day period, the aggrieved party shall have the right to terminate this Agreement upon sixty- (60) days notice.

VI NOTICE

Whenever under the terms of this Agreement written notice is required or permitted to be given by any party to any other party, such notice shall be deemed to have been sufficiently given if personally delivered or deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given, at the address hereinafter set forth. Either party hereto may change its respective address by written notice in accordance with the Paragraph.

Township: Clerk, Township of Wyckoff
Municipal Building
340 Franklin Avenue
Wyckoff, New Jersey 07481

And

Chief of Police
Township of Wyckoff
Municipal Building
340 Franklin Avenue
Wyckoff, New Jersey 07481

County: Communications Director
Bergen County Police Department
327 E. Ridgewood Ave
Paramus, New Jersey 07652

And

County Counsel, County of Bergen
One Bergen County Plaza
Hackensack, New Jersey 07601

VII FURTHER ASSURANCES

The County shall be responsible for the actions of its agents, servants and employees. The Township 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 any 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.

VIII ORAL NEGOTIATIONS SUPERSEDED; AMENDMENT

This Agreement, together with the other instruments and documents referred to herein, integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect of the subject matter hereof. This Agreement may not be amended or modified in any manner, including this provision by oral amendment or modifications, except by an instrument in writing signed by the parties.

IX BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

X PARAGRAPH HEADINGS

Paragraph headings used herein are for convenience only and shall not affect construction of this Agreement.

XI GOVERNING LAW

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

XII SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, on the day and year first above written.

TOWNSHIP OF WYCKOFF

ATTEST:

By: _____
, Mayor

THE COUNTY OF BERGEN

ATTEST:

By: _____
Kathleen A. Donovan
County Executive