

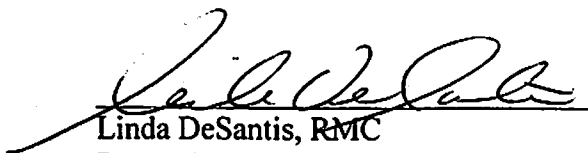
2010 - 64

**RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL
OF THE BOROUGH OF MOUNT ARLINGTON, IN THE
COUNTY OF MORRIS, NEW JERSEY, AUTHORIZING EXECUTION
OF A MEMORANDUM OF UNDERSTANDING AMONG THE COUNTY OF
MORRIS, AND THE BOROUGH OF MOUNTAIN LAKES AND THE
BOROUGH OF MOUNT ARLINGTON TO ACCEPT PAGERS THROUGH THE
COUNTY GRANT**

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the Mayor and Borough Clerk are authorized to execute the attached Memorandum of Understanding Among the County of Morris and the Borough of Mountain Lakes and the Borough of Mount Arlington to accept pagers through the County Grant.

This Resolution shall take effect immediately.

I hereby certify this to be an accurate and true resolution as approved by the Mayor and Borough Council at a Meeting held on June 1, 2010.


Linda DeSantis, RMC
Borough Clerk

Memorandum of Understanding
Among
The County of Morris
And
The Borough of Mountain Lakes
And
The Borough of Mount Arlington

This is a memorandum of understanding among and between the County of Morris, the borough of Mountain Lakes and the Borough of Mount Arlington regarding the acquisition and use of radio paging equipment for the purpose of emergency services alerting during emergency and/or urgent situations. These are referred to as the "Parties."

WHEREAS, Morris County Office of Emergency Management (MCOEM) was designated by the Board of Chosen Freeholders for the County of Morris, as the Administrative Agency responsible for implementation and administration of grants made by the Department of Homeland Security U.S. Fire Administration; and FEMA Assistance to Firefighters Grant Program; and

WHEREAS, the MCOEM has worked with the municipalities dispatched by the County to assess vulnerabilities, threats, risks, capabilities and needs and used such data to develop a regional Strategy which was approved by FEMA, and includes the purchase and disposition of the "Equipment" as described in this memorandum; and

WHEREAS, the Borough of Mountain Lakes received a grant from FEMA to enable them to purchase and utilize, for local first responders dispatched by this County, tone/voice paging communications receivers which are further defined as "Equipment" in paragraph 1 of this agreement and to deploy such Equipment in a manner to best respond to emergency incidents and other calamities; and

WHEREAS, the County of Morris worked collaboratively with the Borough of Mountain Lakes to procure, prepare and distribute said equipment; and

WHEREAS, the County of Morris seeks to achieve standardization of such specialized Equipment in order to simplify maintenance and support of said Equipment; and

WHEREAS, the primary purpose of the paging transmitter towers are to satisfy the needs of the County of Morris, and provision of access to this system by the County to the Municipality is purely voluntary. Accordingly, the quality of reception in all geographic areas of the County cannot be guaranteed to the Municipality. Therefore, the Municipality acknowledges that this agreement

covers the use of the system as it is established for County of Morris 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;

For and in consideration of 10% of grant funds allocated as specified in sections 7 & 8 of this document, the Parties mutually agree to the following terms and conditions:

1. DEFINITIONS

The following terms shall have the following meanings when used in this Agreement.

Deploy or Deployment - means the distribution of Equipment within the County, and municipalities as designated by the County.

Equipment - means tone/voice alert paging communications receivers, which include but are not limited to:

Motorola UHF Minitor V paging receiver, battery and charger.

All of the elements described in this paragraph are referred to collectively as "Equipment".

2. SINGLE POINT OF CONTACT

Every party to this memorandum shall provide every other party in writing or by E-mail with the name and contact information of a Single Point of Contact (SPOC) and an alternate for purposes of exchanging information about the Equipment. If the SPOC, the alternate or the contact information changes, this notification procedure shall be repeated within three (3) working days.

3. AUTHORIZED USE OF EQUIPMENT

The parties agree that the Equipment shall be used for appropriate communications and/or for response to situations and/or in response to emergency requests for your own Municipality, in accordance with law or a mutual aid agreement and/or other redeployment as requested by the County of Morris. The Equipment shall not be changed from the way or location it is delivered without consent of the County. The parties agree that the County and/or the local government entity where the Equipment is deployed may use it consistent with the provisions in this memorandum of understanding. The Municipality signing this agreement ensures that agencies receiving equipment shall **not transmit** on the County paging frequency at any time without the expressed written consent of the County.

4. RESPONSIBILITIES OF THE PARTIES

- a. MCOEM shall be responsible for purchasing the Equipment through the Borough of Mountain Lakes as funds allow, and for its initial deployment. Municipalities can purchase additional pagers to be used on the County system without prior approval from the County of Morris.
- b. The Morris County Office of Emergency Management shall be responsible for providing the initial orientation training for the designated Municipal training personnel, who will then provide the ongoing training or will operate the equipment in each Municipality where the Equipment is held.
- c. The local government entities where the Equipment is deployed shall be responsible for the proper working order of the Equipment by conducting routine & basic maintenance in accordance with the Manufacturer's recommendations and guidelines.
- d. The equipment shall become the property of the Municipality. Each municipality shall use this equipment for the sole purpose of its public safety agencies. All expenses including but not limited to insurance, replacement, and maintenance of this equipment shall be borne by the municipality that receives it. The County of Morris may audit the use of such equipment from time to time to ensure compliance with the above.
- e. The local government entities where the equipment is deployed agree that persons assigned to operate the Equipment will have fulfilled training requirements in accordance with standards set forth by the MCOEM. A sufficient number of employees will be trained to comply with this requirement.
- f. The County agrees to arrange with the local government entity where the Equipment is being deployed, to provide any initial training necessary to operate the Equipment.
- g. The local government entities where the equipment is being deployed agree to provide adequate insurance covering loss of or damage to the Equipment and for all liability claims arising out of its use. Any policy for such insurance will name the County of Morris as a party that is also insured. The County and/or the local government entity may self insure against such risks in accordance with applicable state laws and regulations.
- h. In addition to the other rights and remedies of the parties herein, the Municipality agrees to indemnify and hold harmless the County of Morris, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Municipality's personnel arising out of this Agreement or any of the obligation assumed by the Municipality hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Municipality is solely or jointly responsible for such liability. In the event it is determined by a Court that the Municipality is not solely responsible for said liability, then the Municipality's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Municipality. The Municipality, upon notice from the County, shall resist and defend, at the expense of the Municipality, such action or proceeding with counsel reasonably satisfactory to the County. In addition, at its option, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Municipality's obligation under this paragraph. In addition to the other rights and remedies of the parties herein, the County agrees to indemnify and hold harmless the Municipality, including its

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

i. The Municipality shall maintain such insurances with satisfactory insurance companies as will protect it and the County from all claims. These insurances shall include Workman's Compensation, to the full extent of the law of the State of New Jersey, public liability, personal injury, including death, automobile insurance and property damage which may arise from operation under this agreement whether such operation be by itself or by any subcontractor or any one directly or indirectly employed by either of them. Minimum acceptable limits for bodily injury and property damage are \$1,000,000 per person and \$2,000,000 aggregate and the County must be named as an additional insured. Minimum acceptable limits for Professional Liability for all professional staff shall be \$1,000,000 per person and \$2,000,000 aggregate. A certificate of insurance for \$1,000,000 combined single limit must be provided for all employees who will drive a motor vehicle under the terms of this Agreement. Certificates of such insurance shall be filed in the Office of the Director of Finance and County Treasurer and shall be subject to the approval of the County Counsel, Director of the Division of Risk Management and County Insurance Fund Administrator for adequacy of protection. In the event the County Counsel, Insurance Fund Administrator, or Director of the Division of Risk Management determines that protection is inadequate or unsatisfactory, notice shall be given to the Municipality immediately and the Municipality shall forthwith provide the necessary evidence of sufficient coverage in accordance with the notice from the County, County Counsel, Director of the Division of Risk Management or County Insurance Fund Administrator. Said certificates shall be filed upon the execution of this Agreement and in any event prior to any work being done by the Municipality. The maintenance of this insurance shall not relieve the Municipality 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.

5. DELIVERY OF EQUIPMENT AND RECORD KEEPING

Except as otherwise agreed to in writing by the Parties, all Equipment shall be received by the host municipality from the County. The host municipality shall be responsible for maintaining written records regarding regular maintenance of the Equipment in the form and manner required by MCOEM.

6. AWARD PERIOD OF PERFORMANCE

The period of performance of AFG Grants is 12 months from the date of award. Extensions to the period of performance will be considered only through formal requests to DHS with specific and compelling justifications regarding why an extension is required. Extensions will be considered on a case-by-case basis.

7. COST SHARING

Cost sharing under AFG is based on the population protected by the grantee. The cost share breakdown is as follows: Fire departments and nonaffiliated EMS organizations serving populations between 20,000 and 50,000 must agree to match the Federal grant funds with an amount of non-Federal funds equal to 10 percent of the total project cost.

Regional projects' cost-share will be based on the total population and demographics of the entire region – not the population of the host applicant. All non-Federal match funds must be in cash; in-kind contributions are not acceptable. No waivers of this requirement will be granted except for applicants located in Insular Areas as provided for in 48 U.S.C. § 1469a (which limits the waiver to grants under \$200,000). The grantee is not required to have the cash match in hand at the time of application, nor at the time of award. But, before a grant is awarded, DHS will contact potential awardees to determine whether the grantee has the funding in hand or if the grantee has a viable plan to obtain the funding necessary to fulfill the matching requirement.

Regional projects require one eligible applicant to act as the “host” for the project. For this award, the Borough of Mountain Lakes Fire Department is designated as the “host”. Regional applications may only include activities that are meant to address the identified regional risk. Regional applications cannot include the purchase of resources or any activities meant solely for the host applicant. The “host” in conjunction with the County will be responsible for fulfilling all grant requirements such as reporting to NFIRS, control of and accounting for the funds, and distribution and control of the property. Additionally, the host is responsible for assuring that the cost share is met. The cost share for regional projects is based on the total population and demographics of the entire region.

To achieve consistency for the purpose of this grant, the County of Morris will advance the required 10% cost share to the host, and each participating entity receiving the Equipment will be required to reimburse the County of Morris for their cost share within 60 days of the payment of the invoice.

8. GRANTEE RESPONSIBILITIES

AFG award recipients (grantees) must agree to:

(1) Perform, within the designated period of performance, all tasks (scope of work) as outlined in the grantee's application and approved by the AFG Program Office in accordance with the Articles of Agreement. Failure to adhere to the policies, terms, and conditions of the award as set forth in this document, as well as the award package and all references, including clarifications provided in the AFG Program's frequently asked questions, may result in loss of the current award as well as future eligibility.

- (2) Share in the costs of the projects funded under this grant program. Fire departments and nonaffiliated EMS organizations serving populations between 20,000 and 50,000 must agree to match the Federal grant funds with an amount of non-Federal funds equal to 10 percent of the total project cost. Regional project cost-share will be based on the total population and demographics of the entire region.
- (3) Maintain operating expenditures for the 1-year grant period of performance in the areas funded by this grant activity at a level equal to, or greater than, the average of their operating expenditures in the 2 years preceding the year in which this assistance is received. This program is meant to supplement rather than replace an organization's funding.
- (4) Retain grant files and supporting documentation for 3 years after the conclusion and closeout of the grant or any audit subsequent to closeout.
- (5) If the grantee is a fire department, agree to provide information through established reporting channels to the USFA NFIRS for the period covered by the assistance. Nonaffiliated EMS organizations do not have to comply with the NFIRS reporting requirement. If a fire department does not participate in the incident reporting system and does not have the capacity to report at the time of the award, that grantee must agree to provide information to the NFIRS system for a 12-month period commencing as soon as they develop the capacity to report. We expect non-reporting grantees to pursue the capacity to report immediately after notification of award, and for these non-reporting grantees to be actively reporting to NFIRS within the approved period of performance. AFG Program grantees from previous years will not be allowed to closeout their grants until they demonstrate that they are complying with this requirement. Failure to close out previous years' grants may affect the consideration of future awards.
- (6) Comply with Homeland Security Presidential Directive-5 (HSPD-5). Starting October 1, 2004, HSPD-5 requires all recipients of Federal preparedness funding – including recipients of Federal grants and contracts – to adopt NIMS as a condition for receipt of Federal funds. Recipients of FY 2009 AFG funds must comply with this directive. AFG recipients will be considered in compliance with this NIMS requirement if the grantee: 1) has an operational knowledge of ICS; 2) has an understanding of NIMS' principles and policies; and 3) agrees to adopt and/or comply with all directives, ordinances, rules, orders, edicts, *etc.*, passed down by local or State authorities with respect to incident management, including apparatus radio identification. Organizations already trained in ICS do not need retraining if the previous training was consistent with DHS standards. In order for us to document compliance, grantees will be required to certify their recognition of NIMS/ICS as part of the grant closeout process.

9. REVISIONS

This MOU may be revised or amended at any time by mutual agreement of participating agencies.

10. TERM OF Memorandum of Understanding

Upon approval by all parties, it will have an initial term often (10) years from the date that the last party signs it, unless terminated sooner as provided herein. However, the initial term shall not impose an obligation on the County or local government entity receiving the Equipment to maintain, replace or deploy any element of the Equipment beyond its useful product life.

11. TERMINATION

The Memorandum may be terminated by the County of Morris at any time before the term expires, by written notification.

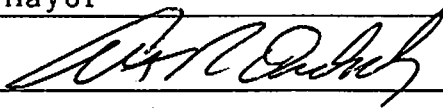
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as follows.

MUNICIPALITY Mount Arlington

COUNTY OF MORRIS

Name Arthur R. Ondish

Title Mayor

Signature 

Date 6/22/10

BOROUGH OF MOUNTAIN LAKES

Name _____

Title _____

Signature _____

Date _____