

**AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND  
THE TOWNSHIP, BOROUGH, CITY, FIRE DISTRICT OF**

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 **Township, Borough, City, Fire District**, (hereinafter "Receiving Entity") located at

**RECITALS**

**WHEREAS**, the County has procured by Public Bid for the purchase of thirty nine (39) telecoders model TCWL-2F (or equal) two channel audio recorders with LAN and USB access; and

**WHEREAS**, the County will provide and transfer ownership of said telecoders radio communications recording equipment to the accepting municipal fire departments, fire districts, fire companies for use with the new System; and

**WHEREAS**, the County and Receiving Entity should 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 the recorders in the appropriate and authorized vehicles of the entity; and

**WHEREAS**, the Receiving Entity will be responsible for maintaining and servicing as may be needed, 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 November 6, 2019, 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 an infinite period 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 the telecorder two channel audio recorders 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 of the recording equipment, shall be at no cost to the Receiving Entity and all costs associated with the supply, delivery, installation of the equipment shall be borne by the County.

#### **RECEIVING ENTITY:**

- a. Upon delivery and acceptance of the recording 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 recording equipment for its intended purpose as described herein.
- c. The cost for insuring the recording equipment provided by the County shall be the responsibility of the Receiving Entity.
- d. While utilizing the recording 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 recording equipment provided by the County.

- f. The Receiving Entity will be responsible for the cost of any modifications it desires to make to the recording equipment
- 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. The Receiving Entity is accepting the recording 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.
- i. The Receiving Entity is considered the record keeper of any recordings/data for the purpose of Open Public Records Act.

**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**

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**LAURIE J. BURNS,  
 CLERK OF THE BOARD**

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**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**(RECEIVING ENTITY)**

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\_\_\_\_\_  
 By:  
 Title: