

R14-24
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
BOROUGH OF MERCHANTVILLE
AND
TOWNSHIP OF PENNSAUKEN

THIS DOCUMENT constitutes an Memorandum of Understanding entered into by and between the Borough of Merchantville, a body politic and corporate of the State of New Jersey with offices located at 1 West Maple Avenue, Merchantville, New Jersey 08109 (Merchantville), and the Township of Pennsauken, a body politic and corporate of the State of New Jersey with offices located at 5605 North Crescent Boulevard, Pennsauken, New Jersey 08110 (Pennsauken). The date of the execution of this Agreement is the _____ day of January, 2014.

W I T N E S S E T H

WHEREAS, the Borough of Merchantville (hereinafter “Merchantville”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Township of Pennsauken (hereinafter “Pennsauken”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Pennsauken and Merchantville desire to enter into a Memorandum of Understanding (“MOU”) for transfer of fourteen (14) portable police radios (P7100IP) from the Merchantville Police Department to Pennsauken Police Department as listed in the attached Exhibit “A”, and E.F. Johnson mobile radio units as listed in the attached Exhibit “B”, and incorporated herein and made a part hereof; and

WHEREAS, the Merchantville Police Department no longer has a need for the Exhibit “A” portable radios or Exhibit “B” mobile radio units by virtue of its use of radios assigned to it by the County of Camden; and

WHEREAS, the Pennsauken Police Department can utilize the Exhibit “A” portable radios and Exhibit “B” mobile radio units to supplement existing radios; and

WHEREAS, the Pennsauken Police Department owns a 2007 Ford Crown Victoria (hereinafter referred to as “2007 Crown Vic”), bearing vehicle identification number 2FAHP71W47X130116, that is no longer needed for law enforcement purposes; and

WHEREAS, the Merchantville Police Department is in need of a 2007 Crown Vic for use in its law enforcement programs; and

WHEREAS, Pennsauken and Merchantville intend, by virtue of this document, to set forth the terms and conditions of this Understanding; and

WHEREAS, the proper and respective municipal officials were authorized to execute this Memorandum of Understanding pursuant to Resolutions of their respective governing bodies which are attached hereto and made a part of this Agreement.

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. TERM

This MOU shall be for a period of twelve (12) months; it shall be automatically renewed at the beginning of each calendar year; and shall be cancelable at the end of

any calendar year upon one hundred-eighty (180) days written notice by any party to this MOU.

2. MAINTENANCE & REPAIRS

Pennsauken shall be solely and exclusively responsible for all costs, maintenance and repairs associated with its use of the Exhibit "A" and Exhibit "B" radios.

In consideration of the transfer of the radios, the Pennsauken will transfer to the Merchantville Police Department a 2007 Ford Crown Victoria (hereinafter referred to as "2007 Crown Vic"), bearing vehicle identification number 2FAHP71W47X130116, to be utilized in its sole discretion. Upon the transfer of the aforesaid 2007 Crown Vic, Merchantville shall be fully responsible for any and all repair and maintenance as well as providing proper insurance for the aforesaid vehicle.

3. INDEMNIFICATION

Pennsauken shall indemnify, hold harmless and defend Merchantville, its elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this MOU.

Merchantville shall indemnify, hold harmless and defend Pennsauken, its elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or

property damage, arising out of or connected with the performance of the services under this MOU.

4. **NOTICES**

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Township of Pennsauken to the Township Clerk, Township of Pennsauken, 5605 North Crescent Boulevard, Pennsauken, New Jersey 08110; and for the Borough of Merchantville to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, New Jersey 08109.

5. **MISCELLANEOUS**

The following provisions shall apply to this MOU:

A. Construction of this Agreement

The parties acknowledge that this MOU was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

B. Amendments

This MOU may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

C. Headings

This section and any other headings contained in this MOU are for reference only and shall not affect the meaning and interpretation of this contract.

D. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this MOU shall be binding upon all parties hereto.

E. Entire Agreement

This MOU shall consist of the entire agreement of the parties and it is acknowledged that there is no side or oral agreement relating to this undertaking set forth herein.

F. Assignability

This MOU and all rights, duties and obligations contained herein may not be assigned without Merchantville's prior written permission.

G. Affirmative Action

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

H. No Third Party Beneficiary

Nothing contained in this MOU, express or implied is intended or shall be construed to confer upon or give any third party any rights, remedies, or benefits under or by reason of this MOU.

J. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this MOU by either of the parties shall not be construed as a waiver of those provisions.

K. Counterparts. This MOU may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this MOU.

THE TOWNSHIP OF PENNSAUKEN

BY: _____
JACK KILLION, Mayor

ATTEST:

GENE PADALINO, TOWNSHIP CLERK

I, **GENE PADALINO**, Township Clerk for the Township of Pennsauken, do hereby certify the foregoing to be a true and correct copy of the Memorandum of Understanding was adopted by Resolution of the Township of Pennsauken, at a meeting of said Township Committee of the Township of Pennsauken on January __, 2014 and that said Memorandum of Understanding was adopted by Resolution which passed by a majority vote of the Township Committee of the Township of Pennsauken.

GENE PADALINO, TOWNSHIP CLERK

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this Agreement.

THE BOROUGH OF MERCHANTVILLE

BY: _____
FRANK M. NORTH, MAYOR

ATTEST:

DENISE BROUSE, BOROUGH CLERK

I, **DENISE BROUSE**, Borough Clerk for the Borough of Merchantville, do hereby certify the foregoing to be a true and correct copy of the Memorandum of Understanding adopted by Resolution of the Borough of Merchantville, at a meeting of said Borough of Merchantville on January 13, 2014, and that said Memorandum of Understanding was adopted by Resolution which passed by a majority vote of the Borough Council of the Borough of Merchantville.

DENISE BROUSE, BOROUGH CLERK

EXHIBIT "A"

MA/COM
P7100IP PORTABLE RADIO INVENTORY

MA/COM-portable radio #9927084

MA/COM-portable radio #9927085

MA/COM-portable radio #9927087

MA/COM-portable radio #9927089

MA/COM-portable radio #9927090

MA/COM-portable radio #9927092

MA/COM-portable radio #9927093

MA/COM-portable radio #9927114

MA/COM-portable radio #9927116

MA/COM-portable radio #9927117

MA/COM-portable radio #9927118

MA/COM-portable radio #9927120

MA/COM-portable radio #9927122

MA/COM-portable radio #9927123

EXHIBIT B

E.F. Johnson mobile radio Model #242-5444-751ASAB4,

- 1) Serial#5444J3006T 43806
- 2) Serial#5444J3806T 45496
- 3) Serial#544313406T 43958
- 4) Serial#5443J3406T 43966
- 5) Serial#5444J3506T 44417
- 6) Serial#5444J3806T 45500