

Tri-Borough Radio System Agreement

WHEREAS, the Borough of Park Ridge (hereinafter Park Ridge), the Borough of Woodcliff Lake (hereinafter Woodcliff Lake), the Borough of Montvale (hereinafter Montvale), as municipal corporations, seek to continue their existing cooperation in the operation of a two-way radio system currently located in the Police Headquarters of the Borough of Park Ridge; and

WHEREAS, the existing two-way radio system has been of significant mutual benefit and value to each of the boroughs since 1947, and they desire to continue this cooperation in the operation of the radio system to the benefit of the residents of all of the municipalities; and

WHEREAS, the existing agreement expired in 1999; and

NOW THEREFORE, for mutual consideration set forth herein, the parties agree as follows:

1 Definitions:

(a) Tri-Borough Public Safety System - all of the equipment, operations personnel purchased and installed for the purposes of operating a two-way radio communications system for Park Ridge, Woodcliff Lake and Montvale Police, Fire, Public Works, the Tri-borough Volunteer Ambulance Corps and Park Ridge Water and Electric Utilities.

(b) Tri-Borough Public Safety Committee - The managing committee of the Tri-borough Public Safety System. The committee shall consist of one Commissioner from each of the municipalities. One of these Commissioners shall serve as Chairperson each year. The Chair shall rotate among the municipalities on an annual basis. Other members of the Committee include the Supervising Communications Operator as defined herein, the Administrator of each municipality, the Police Chief of each municipality, the Fire Chief from each municipality, the Emergency Management Coordinator from each municipality and a designated representative of the Tri-borough Volunteer Ambulance Corps. The total membership of the Committee shall be 17 persons. Only the Commissioners, as defined herein, shall be entitled to vote on any matter before the Committee.

(c) Supervising Communications Operator - The lead Dispatcher for the Tri-borough Public Safety System as appointed by the Tri-borough Public Safety Committee, also referred to the "SCO."

(d) Relief Dispatcher - All Dispatchers who work less than 40 hours per week.

(e) System Dispatch Center - The Park Ridge Police Headquarters, 55 Park Avenue, Park Ridge, New Jersey, or such other primary location of the Park Ridge Police Department (hereinafter referred to as "the Center").

(f) Tri-Borough Commissioners - The designated representatives from Park Ridge, Woodcliff Lake and Montvale appointed by the respective governing bodies to serve on the Tri-borough Public Safety Committee.

2. Costs of Operation of the Tri-borough Public Safety System - Park Ridge, Woodcliff Lake and Montvale agree that they shall share equally the costs of the installation and maintenance of all of the equipment of the system including any equipment acquired after the execution of this Agreement as authorized by the respective governing bodies. The parties further agree that they will share equally the cost of all salaries and benefits to all employees assigned to the Center for the operation of the Tri-borough Public Safety System. The parties further agree to share equally the cost of maintenance, upkeep, repair, replacement of parts and additional equipment necessary for the efficient operation of the Central Broadcasting System.

3. For the length of this Agreement, Park Ridge agrees and consents that Woodcliff Lake and Montvale shall have access to the Center. The parties agree that upon the termination of this Agreement, the space in which the Center is located is to be restored to its former condition and the cost of the repairs for restoration shall be borne by the parties equally.

4. The parties further agree to maintain the present two-way radio system in their police cars or other emergency vehicles and the cost and maintenance of the equipment shall be borne by each municipality for its own equipment. The parties further agree that any expense of the Tri-borough Public Safety System shall require prior approval of the voting members of the Tri-borough Public Safety Committee. All radio equipment to be purchased by any of the municipalities shall be reviewed and agreed to by the Supervising Communications Operator.

5. As to the operating expenses of the system, no later than December 15 of each year, the Chief Financial Officer of Park Ridge shall forward an accounting to Woodcliff Lake and Montvale setting forth the amounts due Park Ridge for these operating expenses. Woodcliff Lake and Montvale shall reimburse Park Ridge their equal share no later than December 31 of the year of the expenses.

6. The parties agree that the Central Broadcasting system will be operated continuously on a daily, 24 hour basis. All shift schedules for this operation shall be set by the Supervising Communication Operator.

7. Effective July 1, 1991, the salary administration and all manner of compensation for new dispatchers of the system shall become the responsibility of Montvale. These employees shall become employees of Montvale. As to reimbursement of salary costs and fringe benefits, Montvale shall forward accounting expenses to Park Ridge and Woodcliff Lake for payment by May 15th and November 1st of each year. Overtime and relief dispatcher reimbursements shall also be billed twice a year. Reimbursement of expenses shall be made to Park Ridge by the respective municipalities later than December 31 of the year the expenses are incurred. It is further understood that the parties of this Agreement will share equally and additional costs of the Dispatchers with respect to their pension adjustments after retirement and all insurances for these individuals as provided by their respective employment. These costs shall be paid in the year they are incurred. The respective Chief Financial Officer of either Montvale or Park Ridge shall forward an accounting of

these costs to the other municipalities and payment shall be made by the other municipalities no later than December 31 of the year these expenses are incurred. The determination of costs as set forth in this Agreement shall be in a manner that is recommended by the Administrators of the parties of this Agreement and accepted by the Commissioners.

8. The Tri-borough Public Safety Committee may choose to appoint one of the Dispatchers as Supervising Communications Officer. The Park Ridge Chief of Police will be responsible for the overall operation and administration of the radio room system. The Tri-borough Public Safety Committee may further agree to pay the Supervising Communications Operator and the Park Ridge Chief of Police an additional stipend for added administrative responsibility. The cost of this stipend shall be borne equally by the parties. The cost of Relief Dispatchers shall be borne equally by the parties in each and every year that this cost is incurred.

9. The employment of all employees for the Tri-borough Public Safety Committee shall be made upon the recommendation of the Park Ridge Chief of Police and the Supervising Communications Operator with the approval of the Tri-borough Public Safety Committee. All employment requires unanimous approval of the Tri-borough Public Safety Committee, which shall be ratified by the Mayor and Council of the Borough of Montvale unless the employee is an existing Park Ridge employee.

10. Each municipality shall have and maintain a separate telephone at the system Central Broadcasting Office Dispatch Center. Each party shall pay for the cost and maintenance of this telephone for their service.

11. The parties agree to continue the existing Tri-borough Public Safety Committee. The Committee is vested with the authority to establish the general policies governing the function of the Tri-borough radio system to establish salaries, stipends and hourly wage for Relief Dispatch Operators to promulgate standard operating procedures, general rules and regulations of the system, to establish a budget for this cost of equipment, maintenance and to otherwise generally administer the system. The Supervising Communications Officer shall provide a quarterly operating report to each of the Commissioners. This report shall also include a budget report on expenditures and overtime incurred to date. The Tri-borough Public Safety Committee, through its Commissioners will exercise the power set forth in this Paragraph as delegated powers from each of the municipalities subject to the provisions of this agreement_

12. The parties agree that all employees hired must be approved by the Tri-borough Committee. All employees must be qualified and trained properly. The Tri-borough Public Safety Committee shall determine the required training based upon the recommendations of the Chief of Police of Park Ridge and the Supervising Communications Operator.

13. The operational procedures of the Tri-borough Public Safety Committee are set forth in by-laws adopted by the Committee on May 23, 1991 and all subsequent amendments thereto. These by-laws are attached hereto and made a part hereof this Agreement.

14. The Operating Budget for each subsequent year shall be submitted to the

Tri-borough Public Safety Committee by November 1 of the preceding year. The Chief of Police of Park Ridge and the Supervising Communications Officer shall jointly prepare and present the draft budget to the Committee. If the Operating Budget is within all state imposed limitations of appropriations, a simple majority vote by the Tri-borough Commissioners shall be required to recommend the budget to the governing bodies of the parties to this Agreement for their approval. If the budget proposes to exceed the state imposed limitation on appropriations then a unanimous vote of all of the Commissioners is required before it shall be forwarded to the governing bodies of the parties for its approval. The Capital Budget of the Tri-borough Public Safety System shall require a unanimous vote of all of the Commissioners and be subject to the unanimous approval by the Mayors and Councils of each municipality.

15. The parties agree that in the event that this Agreement is terminated by unanimous consent, then all of the equipment in this system as of the date of termination purchased by joint funds shall be sold at a price acceptable to all parties and the proceeds shared by them. The Administrators of the respective boroughs shall establish a procedure for valuation and sale of the property consistent with the provisions of the laws of the State of New Jersey. In the event that a procedure for valuation cannot be reached, then the matter shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The costs of arbitration shall borne equally between the parties.

16. This Agreement shall remain in full force and effect until December 31, 2004. However, in the event any municipality desires to withdraw from this

Agreement, it can only do so by giving a written notice six months prior to the end of this Agreement that it is, in fact, withdrawing.

17. This Agreement shall be reviewed by the governing bodies of the parties within six months prior to the termination of the Agreement. A new Agreement shall be renewed, extended or renegotiated by the parties prior to the termination of the parties of this Agreement.

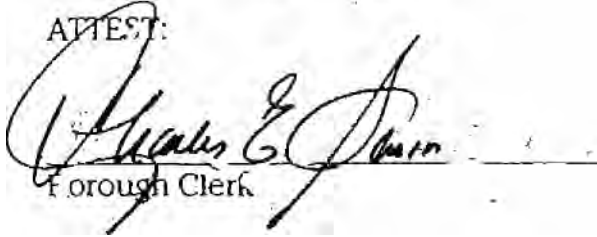
18. This Agreement shall be effective from January 1, 2000 through December 31, 204^{cEG}.

19. If any of the municipalities to this Agreement propose to have the Tri-borough Public Safety System to act as the Public Safety answering point for any additional municipality, participation shall be on a subscription basis which requires the unanimous consent of the parties. The participation of additional municipalities to provide any of those municipalities any of the rights of the parties to this Agreement requires the unanimous consent of the parties,

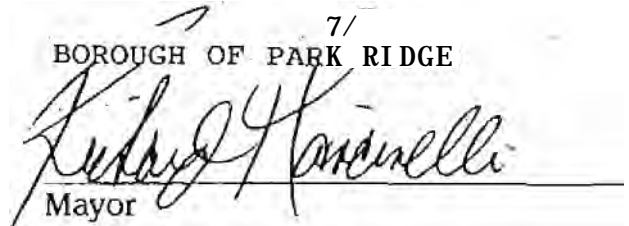
20. The parties agree that this Agreement may be amended at any time during the term of the Agreement in writing by the unanimous consent of the parties. AU amendments shall be done by the adoption of a resolution of the governing body of each party to this Agreement and a copy of which shall be attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have caused its corporate seal to be affixed and signed by the respective Mayor and attested to by its respective borough clerks this/ (day of January 2001.

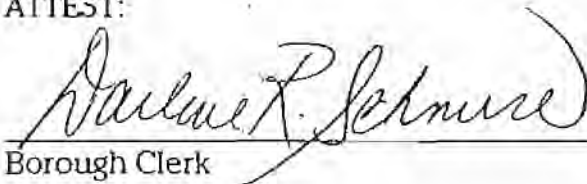
ATTEST:


Borough Clerk

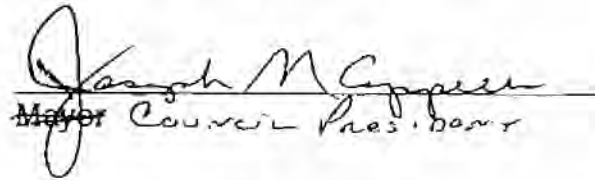
^{7/}
BOROUGH OF PARK RIDGE


Mayor

ATTEST:


Borough Clerk

BOROUGH OF WOODCLIFF LAKE


Mayor Council President

ATTEST:


Borough Clerk

BOROUGH OF MONTVALE


Mayor