



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 04/18/16 07:00 PM

2016 RESOLUTION APPROVAL

TERMINATION-CODE RED SERVICES AGREEMENT WITH EMERGENCY COMMUNICATIONS NETWORK, LLC

WHEREAS, by resolutions in 2011 the Mayor and Council of the Township of Bloomfield, entered in a contract (the "Contract") with Emergency Communications Network, LLC ("ECN"), for Code Red emergency notification services; and

WHEREAS, the Township subsequently entered into agreement with the Bloomfield Board of Education to share in the costs of these services; and

WHEREAS, the Board of Education and the Township are no longer sharing the cost of these services, and the Township is now responsible for the full amount of the Contract; and

WHEREAS, the Township has found another vendor to provide more robust services at a more economical cost; and

WHEREAS, ECN has agreed to accept an \$8,000.00 partial payment from the Township in full satisfaction of the \$27,143.00 due and owing under the Contract, and has further agreed to terminate the services upon said payment; and

WHEREAS, both parties have agreed to terminate this contract, pursuant to the terms in the attached settlement agreement and general release ("Release"); and

WHEREAS, it is in the best interest of the Township of Bloomfield to end its contract with ECN, and provide greater services at a lower cost via another vendor.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey does hereby authorize the Mayor or his designee to sign the Release and any necessary paperwork to complete the termination of the Contract with Emergency Communications Network, LLC.

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APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH

* . . . * . . . *

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on April 18, 2016.

Louise B. Chyano

 Municipal Clerk of the Township of Bloomfield

M. V. Per

 Mayor of the Township of Bloomfield

✓ Vote Record – Resolution					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopt	Elias N. Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Deny	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Withdrawn	Carlos Bernard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Table	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Not Discussed	Joseph Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Table with no Vote	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approve					
<input type="checkbox"/> Veto by Mayor					
<input type="checkbox"/> Discussion					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Discussion No Vote					

Settlement Agreement and General Release

This Settlement Agreement and General Release (the "Release") is made and entered into as of the last date signed below (the "Effective Date"), by and between Emergency Communications Network, LLC, a Delaware limited liability company ("ECN"), located at 780 W. Granada Boulevard, Ormond Beach, FL 32174 and Bloomfield Township, a body politic and corporate of the state of New Jersey ("Bloomfield") located at 1 Municipal Plaza, Bloomfield, NJ 07003.

Whereas, Bloomfield entered into that certain CodeRED Services Agreement, effective March 13, 2011 (the "Agreement") with Emergency Communications Network, Inc. ("ECN INC);

Whereas, on or about October 3, 2011, ECN INC assigned the Agreement to ECN, and since such date, ECN has assumed all obligations under the Agreement;

Whereas, certain disputes have arisen between Bloomfield and ECN regarding the Agreement; and

Whereas, Bloomfield and ECN desire to settle such disputes, pursuant to the terms set forth herein.

Now therefore, in exchange for the consideration set forth herein, Bloomfield and ECN hereby agree as follows:

1. Release. ECN hereby releases, acquits, satisfies and forever discharges Bloomfield and its employees and agents from any and all claims, causes of action, damages, promises and obligations, known and unknown, suspected or unsuspected, in law or in equity, whatsoever, which ECN or ECN INC had, now have or hereafter can, shall or may have against Bloomfield in relation to payment for services under the Agreement. Bloomfield hereby releases, acquits, satisfies and forever discharges ECN and ECN INC and their employees and agents from any and all claims, causes of action, damages, promises and obligations, known and unknown, suspected or unsuspected, in law or in equity, whatsoever, which Bloomfield had, now have or hereafter can, shall or may have against ECN or ECN INC in relation to the provision of services under the Agreement. **Bloomfield specifically acknowledges and agrees that ECN will terminate the Service, as defined in the Agreement, immediately upon the Effective Date.**

Nothing contained in this paragraph shall prevent either party from bringing a claim to enforce this Release.

2. Consideration. In consideration for the release set forth herein, Bloomfield agrees to pay to ECN, in immediately available funds, the amount of **Eight Thousand Dollars (\$8,000.00)(the "Settlement Amount") on or before May 1, 2016.** The Settlement Amount shall be payable to Emergency Communications Network, LLC at 780 W. Granada Boulevard, Ormond Beach, FL, 32174. ECN's execution of this Release shall be contingent upon payment in full of the Settlement Amount. Both parties acknowledge and agree that no promise or inducement has been offered except as set forth herein; that acceptance of the consideration set forth herein is in full accord and satisfaction of a disputed claim for which liability is expressly denied.

3. Confidentiality. Bloomfield and ECN acknowledge and agree that the terms of this Release shall remain confidential. Notwithstanding anything contained herein, neither Bloomfield nor ECN shall be in breach of this Release by submitting or revealing the terms hereof when required to do so by law, order of any court or administrative agency having competent jurisdiction over this Release and any matters related thereto.

4. Representations and Warranties; Indemnification. The parties hereto represent and warrant to each other that each has all necessary authority to enter into this Release and perform the obligations set

forth herein. Bloomfield and ECN each covenant and agree to indemnify and hold harmless the other respective party from any and all damages (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees), liabilities, losses, causes of action, suits, judgments, claims, awards, costs, fees and expenses, whether or not involving a third-party claim, arising directly or in connection with any breach of any covenant, representation or warranty made by such party in this Release or any acts or omissions of such party in connection with its performance hereunder

5. Fees. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in a Court of first jurisdiction and all Courts of Appeal.

6. Severability. In the event any provision of this Release is determined by a court of competent jurisdiction to be void, the remaining provisions of this Release shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

7. Construction. This Release may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this Release shall not affect the interpretation of this Release and are for convenience only.

8. Survival. Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Release and shall survive termination of this Release.

IN WITNESS WHEREOF, the parties execute this Release on the date(s) indicated below.

Bloomfield Township, New Jersey

By: Michael Venezia

Printed Name: Michael Venezia

Title: Mayor

Date: 4/20/16

Emergency Communications Network, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____