

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: RUTGERS, THE STATE UNIVERSITY COUNTY: MIDDLESEX

RECIPIENT: CITY OF NEW BRUNSWICK COUNTY: MIDDLESEX

BRIEF DESCRIPTION OF SERVICE:

R-061891 AUTHORIZE SHARED SERVICES AGREEMENT WITH: THE CITY OF NEW BRUNSWICK AND RUTGERS, THE STATE UNIVERSITY FOR: 911 EMERGENCY COMMUNICATIONS AND RADIO DISPATCHING SERVICES FOR THE POLICE DEPARTMENT NTE: \$362,103.00
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EFFECTIVE DATE: 9 JULY 2018

EXPIRATION DATE: 30 JUNE 2023

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

#5129  
R-061891

INTERLOCAL SERVICES AGREEMENT  
FOR E9-1-1 EMERGENCY COMMUNICATIONS

THIS AGREEMENT (herein "Agreement" made and entered into this 9<sup>th</sup> day of July, 2018 by and between the Rutgers, the State University of New Jersey (hereinafter "Rutgers") and the City of New Brunswick (hereinafter "New Brunswick").

WITNESSETH

WHEREAS, New Brunswick has a need for Emergency Communications and radio dispatching services and Rutgers has the ability to make the service available, on terms set forth, in consideration of payment as herein provided:

NOW, THEREFORE, it is understood and agreed as follows:

1. Rutgers shall provide the following services to New Brunswick on a continuous, 24-hour per day basis commencing July 1, 2018 and continuing throughout the term of this Agreement.
  - (a) Accept and transmit emergency calls for public safety (i.e., police, fire, and emergency medical) services within the territorial jurisdiction of New Brunswick and dispatch said calls to the appropriate public safety service.
  - (b) Provide dispatch and communications services with other municipal and county departments and agencies.
  - (c) Maintain a computer aided dispatch system ("CAD"), which shall include without limitation an automated public safety records system, and retain therein a computer log of all New Brunswick calls dispatched, showing date, time, source and disposition as reported by the applicable department, agency, or utility, of each call.
  - (d) Make entries, inquiries, cancellations and modifications of records in the National Crime Information Center (NCIC) as appropriate and required by law or comparable authority.
  - (e) Be responsible for the following radio frequencies and telephone lines servicing the New Brunswick Emergency Communications and Radio Dispatching platform:
    - (1) NBPD #1; NBPD #2; Nbfd; Nbfd 2; Nbfd OPS; Nbfd Main; Nbfd Admin; NB Board of Ed; Spare with Court/DPW/OEM;

(b) July 2019 – June 2020: \$753,500

(c) July 2020 – June 2021: \$782,489

(d) July 2021 – June 2022: \$811,674

(e) July 2022 – June 2023): \$840,897

4. New Brunswick shall have the option to extend this Agreement for up to three additional one year periods, by notifying Rutgers in writing of such election, no later than six (6) months prior to the expiration of each term. Upon such written notification, the parties shall negotiate in good faith the sum of the annual fee within each additional contract period. If the parties cannot mutually agree to the annual fee by a date no later than one (1) month prior to the expiration of each such term, then the renewal being negotiated shall be null and void. All other terms of the within Agreement shall remain in full force and effect during the optional periods.
5. Separate and apart from the annual fee referenced in Section 3 of this agreement, New Brunswick shall be solely responsible for one hundred (100%) percent of the costs of telephone lines required to facilitate telephonic and radio services for administrative lines and radio to Rutgers University Public Safety Building. Any costs to be paid by New Brunswick under this section shall be paid within 30 days of receiving an invoice from Rutgers.
6. New Brunswick shall give to Rutgers historical and geographical data and history (including but not limited to call history, Master Street Address Guides (MSAG), Master Name, place files, employee rosters, etc.) as necessary to facilitate New Brunswick's migration to a uniform Computer Aided Dispatch System, as determined by Rutgers. Such data shall be given to Rutgers in a commonly acceptable format as established by Rutgers.
7. New Brunswick shall be responsible for one hundred (100%) percent of the costs for additional services requested of Rutgers that are not explicitly specified under this agreement. Such services may include, but are not limited to: WebCAD, MobileCAD, Virtual Private Network (VPN) connection and Records Management. Costs for such additional services shall be determined mutually by the parties. New Brunswick shall bear the costs for maintaining equipment to the minimum required specifications for functionality of all relevant software applications.
8. During the initial period of transition and for as long as necessary as determined mutually by Rutgers and New Brunswick; New Brunswick shall provide to Rutgers CAD workstations capable of operating the New Brunswick CAD, Mobile, and RMS system as well as appropriate user

any other party or governmental agency. Authorization for the release of any such information or documentation must be requested in writing to the New Brunswick Police Department, Attention Police Director, New Brunswick City Clerk, and copy to City of New Brunswick, City Attorney. Said form of written notification seeking authorization can be via email at email addresses that will be provided at the consummation of this Agreement. Under no circumstances shall information or documentation be released without specific written authorization from New Brunswick as provided for herein.

14. As provided for herein, all telephone calls, radio transmissions and/or computer aided dispatch records made in connection with the provision of these services by Rutgers to New Brunswick shall be the property of Rutgers and New Brunswick shall not release, disseminate and/or publish same without the specific written authorization by Rutgers. This provision applies to OPRA requests, Subpoena, requests by members of the public, requests by members of the press, and/or any other party or governmental agency. In the event of a request for release of Rutgers property involving services to the New Brunswick Police Department as set forth herein, the Rutgers University Police Department will endeavor to provide notice of release to New Brunswick through the Police Director, where applicable.
15. In connection with the operation of this Agreement and in consideration of same, Rutgers agrees that it will offer employment to current New Brunswick Public Safety Telecommunications employees who successfully pass the Rutgers pre-employment screening process. Rutgers shall utilize good faith in its evaluation and determination of fitness for employment relative to the current New Brunswick employees.
16. Rutgers shall indemnify and hold harmless New Brunswick and its officers, agents, employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of Rutgers, its officers, agents, governors, trustees, employees or any of them relating to or arising out of performing services pursuant to this Agreement.

New Brunswick shall indemnify and hold harmless Rutgers and its officers, agents, governors, trustees, employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of Rutgers, its officers, agents, governors, trustees, employees or any of them relating to or arising out of performing services pursuant to this Agreement.

Rutgers, The State University of New Jersey  
335 George Street, Suite 2160  
New Brunswick, New Jersey 08901

Notices to the Municipality shall be given to:

Daniel Torrisi, City Clerk  
78 Bayard Street,  
New Brunswick, New Jersey 08901

Police Director  
New Brunswick Police Department  
25 Kirkpatrick Street  
New Brunswick, New Jersey 08901

21. The parties agree (a) that the law of the State of New Jersey shall be the operative law in this Agreement and in any subsequent contract or any related matters; and (b) that each party submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this Agreement or any subsequent contract based on this Agreement. This provision shall govern despite language to the contrary in any submitted proposal, supporting documentation or contract language submitted with or subsequent to this Agreement.
22. This Agreement constitutes a single integrated written contract expressing the entire agreement between and among the parties relating to the subject matter of this Agreement. No promises, inducements, or considerations have been offered or accepted except as set forth herein. This Agreement supersedes any prior oral or written agreements, understandings, discussions, negotiations, offers or judgment or statements concerning the subject matter hereof. This Agreement shall not be modified except by written agreement dated subsequent to the date hereof and executed by all of the parties. The requirement for such a writing shall apply to any waiver of the requirement for a written modification pursuant to this paragraph and this is an essential term of the Agreement.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year written below.

RUTGERS, THE STATE UNIVERSITY

BY THE MUNICIPAL COUNCIL:

WHEREAS, the City of New Brunswick (hereinafter "City") is desirous of entering into a Shared Services Agreement with Rutgers, the State University (hereinafter "Rutgers") for 911 Emergency Communications and Radio Dispatching Services as per N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, Rutgers has expressed a willingness to provide 911 Emergency Communications and Radio Dispatching Services which will result in a savings to the City; and

WHEREAS, it has been determined that the execution of a Shared Services Agreement between Rutgers and the City is in the mutual benefit of both parties and in the public good; and


WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and empowers local units to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the New Brunswick City Council that authorization is hereby granted for approval for the execution of a Shared Services Agreement with Rutgers University for 911 Emergency Communications and Radio Dispatching Services in a form of agreement to be first approved by the City Attorney; and

BE IT FURTHER RESOLVED, that Certified Copies of this Resolution shall be sent by the City Clerk to the following:

- Mayor James Cahill
- City Administrator
- City Attorney
- Chief Financial Officer
- Director of Police
- Kenneth B. Cop, Executive Director of Public Safety, Rutgers University Police Department

ADOPTED: June 20, 2018



COUNCIL PRESIDENT



CITY CLERK

APPROVALS



CITY ADMINISTRATOR



CITY ATTORNEY



CHIEF FINANCIAL OFFICER

TKS/kc

	YES	NO