

RESOLUTION 12-284

AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF MIDDLESEX AND THE BOROUGH OF SOUTH PLAINFIELD FOR RADIO NETWORK SERVICES AND AUTHORIZING THE MAYOR AND MUNICIPAL CLERK TO EXECUTE SAID AGREEMENT

WHEREAS Middlesex County has constructed a wireless voice and data communications network that provides a high degree of coverage throughout Middlesex County for the purpose of improving public safety and public service communications and interoperability; and

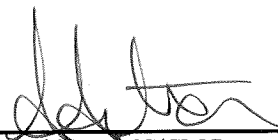
WHEREAS the Borough of South Plainfield desires the ability to use the MCRN for purposes that have been approved by the MCRN Administrator, and

WHEREAS nothing in the Agreement is intended to lessen the Borough of South Plainfield's authority over responsibility for events occurring within its jurisdiction;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of South Plainfield that the Governing Body of the Borough of South Plainfield hereby authorizes the Mayor and Municipal Clerk to execute said Shared Serve Agreement.

COUNCIL	MOTION	2 ND	AYES	NAYS	ABSTAIN	ABSENT	RECUSE
Councilman Barletta			x				
Councilman Bengivenga			x				
Councilman Frank			x				
Councilman McConville						x	
Councilman White	x		x				
Council President Rusnak		x	x				
		VOTE:	5	0			
Mayor Anesh – TIE ONLY							

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Mayor and Borough Council of South Plainfield Borough on October 1, 2012.



 Amy Antonides, RMC/CMC
 Municipal Clerk – South Plainfield Borough

MIDDLESEX COUNTY RADIO NETWORK AGREEMENT

THIS AGREEMENT (referred to herein as Agreement) for the use of the Middlesex County Radio Network (referred to herein as MCRN) is made this 15 day of November, 2012. This Agreement is between the County of Middlesex, NJ and Borough of South Plainfield referred to herein as Municipality.

RECITALS

WHEREAS, Middlesex County has constructed a wireless voice and data communications network that provides a high degree of coverage throughout Middlesex County for the purpose of improving public safety and public service communications and interoperability, and

WHEREAS, the Municipality desires the ability to use the MCRN for purposes that have been approved by the MCRN Administrator, and

WHEREAS, nothing in this Agreement is intended to lessen Municipality's authority over responsibility for events occurring within its jurisdictions.

NOW, THEREFORE, it is mutually agreed by and between parties as follows:

1. Recitals:

The Recitals identified above are incorporated to this Agreement by reference.

2. System Operation:

The MCRN shall provide a wireless radio communications network for the Municipality's use.

3. Governance:

By entering this Agreement, Municipality acknowledges that use of the MCRN will be controlled by the Middlesex County Office of the Fire Marshal through its Radio Network Administrator. No actions by the Radio Network Administrator may be so broad in nature that they negatively affect or impact the operational legal integrity of the Municipality.

4. Municipal Radios:

The Municipality agrees to provide and use only radios that are designed for use on the MCRN. All radios purchased for use on the MCRN must be purchased through county approved manufacturer dealer.

5. Prohibited from selling MCRN Service:

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The Municipality is prohibited from selling or transferring service on the MCRN to another agency or entity.

6. Municipal Radio Maintenance:

The Municipality is responsible for the maintenance and repair of its radio equipment including but not limited to portable radios, mobile radios, control station radios, and console equipment. All repairs shall be made through a county authorized repair facility. This is essential to maintain system integrity and continuity. It shall be the responsibility of the Municipality to notify the authorized repair facility when service to radio equipment operated by the Municipality is necessary. Following the initial programming of radio equipment, MCRN agrees to provide programming of radios at no additional cost.

7. Confidentiality of Municipality Radio Programming:

MCRN considers programming of municipal radios confidential. The Municipality may not divulge MCRN programming or database information in any way to any entity or person. The Municipality is responsible for appointing two Liaisons who will have the sole authority for the Municipality to request programming or database changes to the MCRN Administrator. The appointed Liaisons shall also be required to participate in MCRN user group activities and meetings.

8. Cost to Municipality:

At the end of the warranty period for radio equipment that has been purchased for use on the MCRN by the Municipality, the Municipality shall be responsible to pay Middlesex County for radio maintenance services for the equipment owned and used by the Municipality. The cost of this maintenance shall be determined by prevailing New Jersey State Contract. Middlesex County shall arrange for the authorized repair facility to maintain this equipment. There will be a \$1500.00 fee plus 5% increase per year assessed by Middlesex County to the Municipality for the use and operation of radios on the MCRN.

The Municipality shall only be responsible for costs associated with connection of System Console equipment, or Telephone (T1) Connections necessary for data connectivity to the MCRN, if necessary. The Municipality shall also be responsible to pay the authorized vendor directly for any work performed in the proper connection of the above.

9. Proper Use of Radio Network:

The Municipality must ensure that all of its users are in full compliance with MCRN and Federal Communications Commission (FCC) rules and regulations. Failure to comply may result in the loss of use for one or all radios depending on the violation. If any fines result from improper use, the Municipality shall be responsible to pay such fine. Any complaints of improper use shall be handled through the appointed liaison(s), which will be expected to investigate the complaint and report back to MCRN Administrator.

10. Municipal Network Access Priorities:

The MCRN Administrator shall be responsible for establishing and maintaining access level priorities.

- 11. Agreement Modification; Entire Agreement:
- 11. Agreement Modification; Entire Agreement:

This agreement may only be amended in writing with the approval of the County of Middlesex and the Municipality. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement.

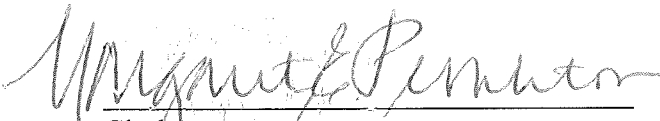
- 12. Termination of Agreement:

This Agreement shall be for a period of seven years commencing November 15th, 2012 and terminating November 15th, 2019. Either party may terminate this Agreement by providing no less than 90 days written notice of intent to terminate to the other party.

IN WITNESS WHEREOF, the parties have duly signed and sealed this agreement.

ATTEST: (for the County)

COUNTY OF MIDDLESEX:



Clerk
Board of Chosen Freeholders



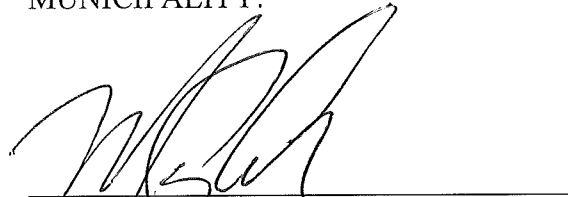
Freeholder Director Rafano

ATTEST: (for the Municipality)

MUNICIPALITY:



Amy Antonides, RMC/CMC
Borough of South Plainfield
Date:

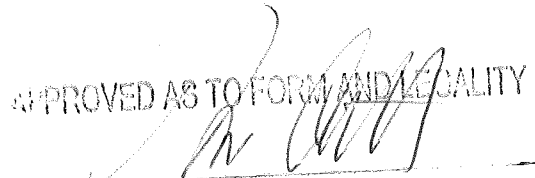


Matthew P. Anesh, Mayor
Borough of South Plainfield

APPROVED AS TO FORM:

County Counsel

Municipal User Agreements

APPROVED AS TO FORM AND LEGALITY


NICHOLAS ATHANASOPOULOS, ESQ.
DEPUTY COUNTY COUNSEL