

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Middlesex County Prosecutor's Office COUNTY: Middlesex

RECIPIENT: Borough of Carteret COUNTY: Middlesex

BRIEF DESCRIPTION OF SERVICE:

Use of Specialized Investigative Law Enforcement Equipment

EFFECTIVE DATE: 1-1-17

EXPIRATION DATE: 12-31-17

ESTIMATED COST SAVINGS

TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT -0-

Please submit this cover sheet with shared service agreement either via email to EGG@dea.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.

BOROUGH OF CARTERET
JUL 11 2017
CLERK'S OFFICE

MEMORANDUM OF UNDERSTANDING

by and between

MIDDLESEX COUNTY PROSECUTOR'S OFFICE

and the

Borough of Carteret
<Law Enforcement Agency Name>

for use of the

SPECIALIZED INVESTIGATIVE LAW ENFORCEMENT EQUIPMENT

for the period of January 1, 2017 to December 31, 2017

WHEREAS, the Middlesex County Prosecutor is the Chief Law Enforcement Officer for the County of Middlesex, and as such is charged with, inter alia, the responsibility of providing for the safety and welfare of the citizens of Middlesex County and does so by ensuring that the law enforcement professionals that serve said citizens are provided with state of the art technology and training in the field of homeland security; and

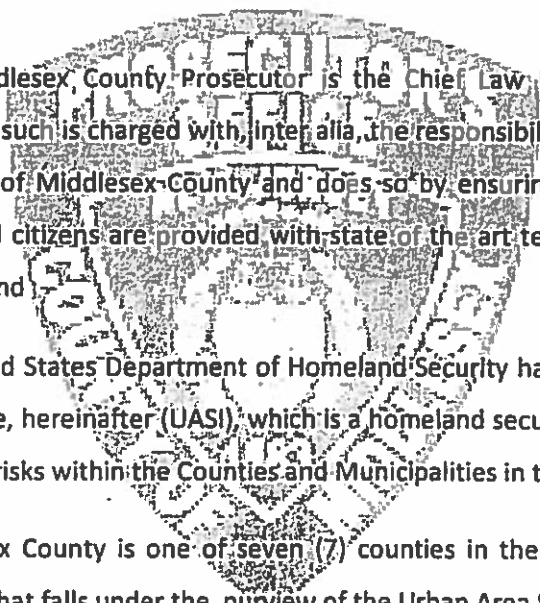
WHEREAS, the United States Department of Homeland Security has heretofore established the Urban Area Security Initiative, hereinafter (UASI), which is a homeland security designation and is based upon the infrastructure and risks within the Counties and Municipalities in the State of New Jersey; and

WHEREAS, Middlesex County is one of seven (7) counties in the State of New Jersey, which includes two (2) core cities, that falls under the purview of the Urban Area Security Initiative (UASI); and

WHEREAS, the Law Enforcement Subcommittee of the UASI has funded the purchase of specialized investigative equipment for each county and core city in the UASI region to be utilized and deployed on an "as-needed, priority" basis to support homeland security initiatives; and

WHEREAS, the Middlesex County Prosecutor's Office (herein after referred to as "MCPO") may have other specialized investigative law enforcement equipment purchased via other funding sources in its inventory; and

WHEREAS, the specialized investigative equipment issued to, owned or maintained by the MCPO can also be utilized by other law enforcement agencies to deter and detect crime;



7-11-17
cc: Mayon
A. H. ...
D. McFadden

WHEREAS, municipal law enforcement agencies that have entered into the Memorandum of Understanding (MOU) with the County of Middlesex (herein after referred to as "participating law enforcement agency"), have established a partnership for collaborative efforts with the MCPO, the State of New Jersey Office of Homeland Security and Preparedness, and the United States Department of Homeland Security to provide for the safety and welfare of the citizens of Middlesex County by participating in the use/deployment of such specialized investigative law enforcement equipment;

NOW, THEREFORE, BE IT RESOLVED that the parties of this MOU agree to make available and implement the use of specialized investigative law enforcement equipment on as as-needed, priority basis as follows:

A. EQUIPMENT AND TRAINING

1. Specialized investigative law enforcement equipment shall be loaned to and utilized solely and exclusively by approved law enforcement agencies. Criteria for approval as a "qualified" agency includes, but is not limited to execution of this MOU and the providing of all requisite documentation prior to the equipment being loaned to said agency.
2. Specialized investigative law enforcement equipment shall be operated and utilized solely by authorized personnel employed by participating law enforcement agencies. Said personnel must successfully complete the established training requirements for the use/operation of the specialized investigative law enforcement equipment. The training shall be administered by a member of the MCPO.
3. The participating law enforcement agency shall assume full responsibility for the care, maintenance and/or damages to the specialized investigative law enforcement equipment during its use and/or while said equipment is in their custody.

B. DEPLOYMENT

1. Specialized investigative law enforcement equipment will be stored at an MCPO facility and will be made available to the participating law enforcement agency for use on an "as-needed, priority basis", subject to availability and requisite approval.
2. The participating law enforcement agency is required to provide a written request to the MCPO for each requested use of specialized investigative law enforcement equipment. The request shall contain a detailed explanation describing the equipment being requested, the

event in which it is to be employed, the reason it is needed and the intended duration (dates/times) that it will be needed.

3. The participating law enforcement agency agrees to provide proof of an insurance rider with either each request submitted, or for a calendar year as long as the rider is applicable to the type of equipment the agency is seeking to utilize. The Certificate of Insurance shall carry and maintain at all times during period of use, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of use.

- a. Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Middlesex, its officers, officials, employees and volunteers shall be included as an additional insured.
- b. Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c. Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.
- d. Property Insurance (equipment): Against all risk of loss to real and personal property of County while in User's care, custody and control.

Additional Insurance Provisions

- Any combination of primary and umbrella/ excess may be used to satisfy the Limits.
- Waiver of Subrogation: The insurances shall contain Waiver of Subrogation provisions, as allowed by law, in favor of the County.
- Primary Coverage: The Certificate of Insurance should indicate that all insurance coverage's will be provided on a primary basis as respects to the County of Middlesex, its officers, officials, employees and volunteers.
- Notice of Cancellation: Each Insurance Policy required above shall provide that coverage shall not be cancelled, except with notice to the Entity.

- Special Risks: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
4. The participating agency is responsible for conducting a visual and operational inspection of the specialized investigative law enforcement equipment at the time of the pickup. The participating agency shall document/report any damage or non-operational equipment to the MCPO representative prior to taking custody of said equipment.
 5. The participating law enforcement agency agrees to report directly to the MCPO representative any damage incurred to the specialized investigative law enforcement equipment, as well as non-functional equipment, while said equipment was in their custody and control.
 6. The participating agency agrees to assume responsibility for reimbursing the County for the full costs for the repairs for any damages that occur to the specialized investigative law enforcement equipment while said equipment is in their custody, or that was not reported at the time of pickup. This clause will be waived if it is determined by the MCPO that the damage/equipment failure was not the fault of the participating agency or its personnel.
 7. The participating law enforcement agency agrees to return specialized investigative law enforcement equipment that is equipped with a fuel tank with a full tank of fuel. In the event the participating law enforcement agency fails to do so, the participating law enforcement agency shall be required to reimburse the County for cost of the fuel to fill the tank (at the rate per gallon in which the County pays for fuel) as well as an additional service fee of \$25.00.
 8. The participating law enforcement agency agrees to report any non-functioning or malfunctioning components of the specialized investigative law enforcement equipment directly to the designee of the MCPO.
 9. The participating law enforcement agency agrees to provide the proper means to transport the specialized investigative law enforcement equipment to and from the MCPO storage facility.

C. INDEMNIFICATION

The participating municipality or entity of the participating agency shall save, protect, indemnify and save harmless the County of Middlesex, County Prosecutor, their elected officials and employees from any and all damages or claims for damages to persons or property which may result or arise from the use or maintenance of such specialized investigative law enforcement equipment.

SUPERSEDE

This MOU supersedes any prior executed MOU's in respect to specialized investigative equipment, Skywatch, Mobile Pro Trailer or Drop Car .

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by its proper officers and have their proper corporate seal affixed, the day and year first written above.

OFFICE OF THE MIDDLESEX COUNTY PROSECUTOR

COUNTY OF MIDDLESEX


ANDREW CAREY
Middlesex County Prosecutor


RONALD G. RIOS - DIRECTOR
Board of Chosen Freeholders

ATTEST:


Board of Chosen Freeholders

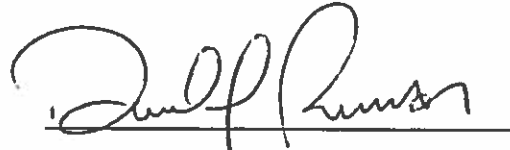
Date

7/6/17

MUNICIPALITY OF Borough of Carteret



Chief/Director of Police (signature)

Dennis McFadden
Chief/Director of Police (Printed Name)


Daniel J. Reiman, Mayor
Borough of Carteret

ATTEST:


Receiving Agency Official

Date 6-26-17
APPROVED AS TO FORM AND LEGALITY

NIKI ATHANASOPOULOS, ESQ.
SENIOR DEPUTY COUNTY COUNSEL

APPROVED AS TO FORM AND LEGALITY

Deputy County Counsel



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

6/27/2017

PRODUCER

WILLIAM KURTZ , ADMINISTRATOR
 1 JOCAMA BLVD.
 SUITE 2B
 OLD BRIDGE, NJ 08857
 732-970-1001

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTENT OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	MIDDLESEX COUNTY MUNICIPAL JOINT INSURANCE FUND
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

BOROUGH OF CARTERET
 100 COOKE AVENUE
 CARTERET, NJ 07008

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRED <input type="checkbox"/> OWNERS & CONTRACTORS PROT. <input type="checkbox"/>	JIF 10-86	01/01/2017	12/31/2017	GENERAL AGGREGATE \$2,000,000
					PRODUCT-COMP/OP AGG.
					PERSONAL & ADV. INJURY
					EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE
					MED. EXPENSE
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY	JIF 10-86	01/01/2017	12/31/2017	COMBINED SINGLE LIMIT \$1,000,000
					BODILY INJURY (PER PERSON)
					BODILY INJURY (PER ACCIDENT)
					PROPERTY DAMAGE
					EACH OCCURRENCE
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	JIF 10-86	01/01/2017	12/31/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
					E.L. EACH ACCIDENT
					E.L. DISEASE POLICY LIMIT
					E.L. DISEASE EACH EMPLOYEE
A	OTHER PROPERTY & EQUIPMENT	JIF 10-86	01/01/2017	12/31/2017	\$2,500 DEDUCTIBLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE COUNTY OF MIDDLESEX, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS TO USE OF SPECIALIZED EQUIPMENT WHILE IN NAMED INSURED'S CARE, CUSTODY AND CONTROL. COVERAGE SHALL BE ON A PRIMARY AND NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION PROVISIONS, AS ALLOWED BY LAW, IN FAVOR OF THE COUNTY

CERTIFICATE HOLDER

MIDDLESEX COUNTY PROSECUTORS OFFICE
 25 KIRKPATRICK STREET, 3RD FLOOR
 NEW BRUNSWICK NJ 08901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

