

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

PROVIDER: Borough of River Edge COUNTY: Bergen

RECIPIENT: County of Bergen COUNTY: Bergen

**BRIEF DESCRIPTION OF SERVICE:**

Shared Services Agreement with the County of Bergen for Hosting Records Management System Data On County Servers and for the Sharing of Such Information Between Law Enforcement Agencies

EFFECTIVE DATE: October 18, 2017

EXPIRATION DATE: Agreement shall review annually for successive one year terms, unless terminated sooner as provided in this agreement

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.

C 1032

# **SHARED SERVICES AGREEMENT**

**BETWEEN**

**COUNTY OF BERGEN**

**AND**

**BOROUGH OF RIVER EDGE**

**FOR:**

**HOSTING OF MUNICIPAL LAW ENFORCEMENT  
RECORDS MANAGEMENT SYSTEM DATA ON  
COUNTY SERVERS AND FOR THE SHARING OF SUCH  
INFORMATION BETWEEN LAW ENFORCEMENT  
AGENCIES**

**BERGEN COUNTY DEPARTMENT  
OF PUBLIC SAFETY**

**DIVISION OF COMMUNICATIONS**

Approved by Bergen County Resolution No. 963-17  
Approved by Borough of River Edge Resolution No. 17-304

**DATE: October 18, 2017**

**PREPARED BY:**

**BERGEN COUNTY COUNSEL  
ONE BERGEN COUNTY PLAZA  
HACKENSACK, NJ 07601-7076  
(201) 336-6950**

## **SHARED SERVICES AGREEMENT**

**THIS AGREEMENT** made this **18th** day of **October, 2017**, by and between:

**COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601, hereinafter referred to as "the COUNTY;" and

**BOROUGH OF RIVER EDGE** a body politic and corporate of the State of New Jersey, with administrative offices located at 705 Kinderkamack Road, River Edge, New Jersey 07661 hereinafter referred to as "MUNICIPALITY."

### **WITNESSETH:**

**WHEREAS**, the COUNTY, through its Department of Public Safety – Division of Communications, currently operates a state-of-the-art Public Safety Operations Center ("PSOC"), providing 9-1-1 communications and dispatch services to municipalities throughout Bergen County; and

**WHEREAS**, the COUNTY utilizes the InfoShare system, a computer aided dispatch (CAD) and law enforcement records management system (RMS) developed by CSI Technology Group; and

**WHEREAS**, the COUNTY's RMS Data is hosted on redundant, cloud-based servers with off-site backup to prevent loss of Data should any individual server, storage medium, or even a complete server location fail; and

**WHEREAS**, the MUNICIPALITY also utilizes the Infoshare system for law enforcement records management; and

**WHEREAS**, the MUNICIPALITY's law enforcement computer system is already connected to the COUNTY's law enforcement computer system through the County Prosecutor's Office network.

**WHEREAS**, the COUNTY has sufficient computer server and Data storage resources to host the MUNICIPALITY's RMS Data on the COUNTY's servers; and

**WHEREAS**, the MUNICIPALITY and the COUNTY wish to enter into a shared services agreement ("Agreement") whereby the MUNICIPALITY's law enforcement RMS Data will be hosted on the COUNTY's servers, and made available, through the InfoShare system, to County and local law enforcement entities within Bergen County; and

**WHEREAS**, this Agreement will avoid the need for the MUNICIPALITY to invest capital resources in the purchase and maintenance of computer servers to host the MUNICIPALITY's RMS; and

**WHEREAS**, by facilitating the sharing of information among law enforcement agencies, this Agreement will improve the provision of law enforcement services across the County; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property tax payers; and

**WHEREAS**, the hosting of Data and sharing of information among law enforcement agencies is not intended to make the County the custodian of the agencies' records; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-5, the COUNTY and MUNICIPALITY have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits,

**NOW, THEREFORE, BE IT AGREED**, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, the COUNTY and the MUNICIPALITY agree to perform in accordance with the provisions, terms and conditions set forth in this Agreement as follows:

I. **DEFINITIONS.**

As used in this Agreement, unless the context otherwise indicates, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used.

- A. "COUNTY" means the County of Bergen, its officers and employees, including but not limited to the County Executive, Board of Chosen Freeholders, Clerk, Sheriff, Prosecutor, and each of their officers and employees.
- B. "Data" means all information stored digitally, and shall include any records comprised thereof or which have been or can be generated therefrom.
- C. "Effective Date" means the date identified in this Agreement, which reflects the date on which the last party to this Agreement executed this Agreement, following the adoption of resolutions by the COUNTY and the MUNICIPALITY authorizing entry into this Agreement.

- D. "Law" means any statute, regulation, executive order, procurement policy or rule of any department, subdivision, board, commission, agency or instrumentality of the State of New Jersey.
- E. "RMS Data" means data stored in the Infoshare database.
- F. "Shared Services Agreement" means this Agreement and document(s) executed herein by and between the County and the MUNICIPALITY as provided under N.J.S.A. 40A:65-1 et seq.

**II. TERM.**

- A. The term of this Agreement shall commence on the Effective Date, and shall continue until December 31, 2017, unless terminated sooner as provided in this agreement.
- B. This Agreement shall renew annually for successive one year terms, unless terminated sooner as provided in this agreement.

**III. PROJECT DESCRIPTION.**

The COUNTY, through its Department of Public Safety, will host MUNICIPALITY's law enforcement RMS Data, saved by MUNICIPALITY in the Infoshare database, on the COUNTY's servers, and said RMS Data will be made available, through the InfoShare system, to the County and local law enforcement entities within Bergen County.

**IV. SERVICES PROVIDED BY THE COUNTY.**

- A. The COUNTY, through its Department of Public Safety, will host MUNICIPALITY's law enforcement RMS Data, saved by MUNICIPALITY in the Infoshare database, on the COUNTY's servers (the "Services").
- B. The COUNTY shall provide a physical location for the COUNTY's servers. In addition, the COUNTY shall provide power, network connectivity, and physical security of the site for the servers. The COUNTY shall provide system administrator services for the COUNTY servers. The COUNTY shall be responsible for maintaining a redundant back up / disaster recovery site where it shall provide power, network connectivity, and physical security of the site for the servers to reside.

- C. The COUNTY shall provide network connectivity between MUNICIPALITY's and the COUNTY's servers through the Prosecutor's Office virtual private network, which already provides MUNICIPALITY's police department with limited access to the Prosecutor's Office servers. MUNICIPALITY shall continue to pay for this access pursuant to the existing separate maintenance agreement between the parties.
- D. COUNTY shall perform the Services in accordance with and in compliance with all statutes, rules, and directives governing the performance of the services set forth in this Agreement.
- E. All performance by COUNTY shall be limited to COUNTY's appropriation for same, and COUNTY's budgetary restrictions.

**V. CONSIDERATION.**

In consideration of the performance by the COUNTY of the Services, the MUNICIPALITY agrees that all of MUNICIPALITY's RMS Data, which is saved in the Infoshare Database, will be made available, through the InfoShare system, to the County as well as local law enforcement entities within Bergen County utilizing the Infoshare System, subject to any limitations imposed by law, including Attorney General Guidelines or Prosecutor Directives.

**VI. DISK SPACE.**

The COUNTY will provide MUNICIPALITY with up to one (1) terabyte of storage space on the COUNTY's computer servers for storage of RMS Data. In the event that MUNICIPALITY exceeds its allotted disk space, COUNTY shall notify MUNICIPALITY to delete the additional files and the MUNICIPALITY agrees to promptly delete such additional files (transferring same to another storage location if required by law) or pay such supplemental charges for additional disk space as the COUNTY shall determine.

**VII. CONTENT.**

MUNICIPALITY is solely responsible for the Data it stores in the Infoshare database. COUNTY may but shall have no obligation to remove any Data that COUNTY determines in its sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or this Agreement. MUNICIPALITY agrees to defend, indemnify, and hold harmless the COUNTY against any claim arising out of the content of MUNICIPALITY's Data stored on the COUNTY's servers.

**VIII. MAINTENANCE DOWNTIME.**

The parties acknowledge that certain maintenance and upgrade activities may necessitate occasional service interruption. When maintenance, technology upgrades or other events will require such downtime, COUNTY will make reasonable efforts to schedule such downtime during off-peak hours.

**IX. SECURITY.**

- A. COUNTY shall use reasonable efforts to maintain its server(s) in one or more facilities having fire protection, air conditioning, weatherproofing, a backup power supply, secure physical access, network security, and other commercially reasonable operating characteristics customary in the field of hosting. However, COUNTY will not be held liable for losses and other costs incurred in a fire, viruses, hacking, data breaches, or other physical calamity and/or Act of God.
  
- B. MUNICIPALITY shall be responsible for maintaining adequate network security of MUNICIPALITY's devices, network(s), and accounts (e.g. firewalls and virus scanning software) to prevent spread of malicious software to the COUNTY servers. The COUNTY may deny MUNICIPALITY access to the COUNTY servers by any device, network, or account if the COUNTY learns of a serious vulnerability on such device, network, or account or if such device, network, or account has been compromised. Serious vulnerability shall include, but not be limited to:
  - 1. Lack of anti-virus software;
  - 2. Out of date anti-virus software;
  - 3. Verified malware;
  - 4. Failure to install security updates;
  - 5. Out of date operating system.
  
- C. Prior to, and as a condition of MUNICIPALITY's access to the COUNTY servers, MUNICIPALITY shall submit MUNICIPALITY's network security, antivirus, patch and maintenance, and intrusion prevention plans to the COUNTY for approval.

**X. PUBLIC RECORDS REQUESTS/SUBPOENAS.**

- A. MUNICIPALITY and COUNTY agree and understand that while MUNICIPALITY's Data will be hosted on COUNTY's servers, the Data will remain at all times the property of MUNICIPALITY and MUNICIPALITY SHALL remain at all times the custodian of records for such data. COUNTY shall only have access to MUNICIPALITY's Data for public safety purposes (e.g.

criminal investigations) or as necessary to perform the Services, and shall not be permitted to access or reproduce MUNICIPALITY's Data for any other reason.

- B. MUNICIPALITY shall be solely responsible for responding to any requests for access to MUNICIPALITY's Data under the common law or any statute (e.g. the Open Public Records Act), as well as any court orders or subpoenas for production of MUNICIPALITY's data.
- C. If the COUNTY receives a request, subpoena or court order for access to MUNICIPALITY's data, COUNTY will promptly forward the request, subpoena, or order to MUNICIPALITY, and will advise the requestor that the COUNTY is prohibited from accessing MUNICIPALITY's data, and that MUNICIPALITY is responsible for responding to any requests for access to MUNICIPALITY's data.
- D. Upon receipt by MUNICIPALITY of a forwarded request for records, subpoena or court order directed to COUNTY for MUNICIPALITY's data, MUNICIPALITY shall promptly advise COUNTY if MUNICIPALITY intends to object to the request for records, subpoena or court order. If so, MUNICIPALITY shall move to intervene, and shall interpose such objection directly with the court or party submitting the request, subpoena, or court order. Otherwise, MUNICIPALITY shall produce the requested Data in a timely manner at MUNICIPALITY's cost and expense.
- E. If any formal proceeding is brought against the COUNTY either before an administrative agency or court of law arising from a request, subpoena, or court order for access to MUNICIPALITY's data, MUNICIPALITY shall assume defense of such claim and all costs thereof utilizing counsel of COUNTY's choice to represent COUNTY in such proceeding. MUNICIPALITY shall defend, indemnify, and hold harmless COUNTY from any damages or costs, including but not limited to employee time and attorneys' fees, incurred or expended by the COUNTY due to MUNICIPALITY's failure to assume such defense in accordance with the terms of this paragraph.
- F. MUNICIPALITY shall defend, indemnify, and hold harmless COUNTY from any damages or costs, including employee time and attorneys' fees arising from a refusal by MUNICIPALITY to comply with a request, subpoena, or court order for access to MUNICIPALITY's Data or failure on the part of MUNICIPALITY to respond in a timely manner to a request, subpoena, or court order for access to MUNICIPALITY's data, notwithstanding that such request, subpoena, or court order for access was submitted to the COUNTY.
- G. Notwithstanding the foregoing, COUNTY shall have no liability to MUNICIPALITY in the event COUNTY discloses MUNICIPALITY's Data in response to a lawful request under New Jersey's Open Public Records Law, subpoena or court order. In such event, MUNICIPALITY shall also defend and



indemnify COUNTY against any claims of third parties arising out of such disclosure of MUNICIPALITY's data.

**XI. PRIVACY**

The parties acknowledge and understand that the COUNTY is merely hosting MUNICIPALITY's Data on the COUNTY's computer servers. COUNTY is not providing records management services to MUNICIPALITY. MUNICIPALITY is custodian of records for MUNICIPALITY's data, and shall be responsible for all requirements regarding how personal information is collected, accessed, used, stored, processed, disposed of, and disclosed, as well as all reporting, storage, and records management protocols, including those required for compliance with any federal or state recordkeeping or privacy laws, rules, or regulations.

**XII. DATA BREACH**

COUNTY and MUNICIPALITY acknowledge applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other events requiring notification, such as New Jersey's Identify Theft Protection Act. Upon the occurrence of an event requiring notification under applicable law ("Notification Event"), COUNTY will notify MUNICIPALITY and the Division of State Police in the Department of Law and Public Safety as soon as practicable after COUNTY becomes aware of the occurrence of such event. MUNICIPALITY shall then be responsible for notifying any individual whose personally identifiable information was contained in MUNICIPALITY's Data of such unauthorized release. MUNICIPALITY agrees to defend, indemnify, and hold harmless COUNTY from any and all claims, brought by anyone, having anything to do with an unauthorized release of personally identifiable information even if such liability results in any part from the ordinary negligence of COUNTY, its officers, employees, volunteers or contractors.

**XIII. DISPUTE RESOLUTION**

- A. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objection party must participate in the mediation. The costs of such Non-Binding Mediation shall be shared equally between the COUNTY and the MUNICIPALITY.
- B. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach

agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the mediation.

- C. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.
- D. Judicial Proceedings. Upon the conclusion of Mediation, either party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- E. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- F. Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the COUNTY shall forthwith repay the excess.

#### XIV. EMPLOYMENT RECONCILIATION.

MUNICIPALITY is not currently providing the services contemplated by this Agreement using public employees. No employees are intended to be transferred or terminated by virtue of this Agreement.

#### XV. NOTICES.

All notices, demand, consents, approvals, requests required or permitted to be given to or served upon the parties shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to  
MUNICIPALITY: **BOROUGH OF RIVER EDGE**  
705 Kinderkamack Road  
River Edge, New Jersey 07661

If to  
COUNTY: Director, Division of Communications  
Department of Public Safety  
**COUNTY OF BERGEN**  
285 Campgaw Road

Mahwah, NJ 07430

With a copy to:

**BERGEN COUNTY COUNSEL**  
County of Bergen  
One Bergen County Plaza – Room 580  
Hackensack, NJ 07601

**XVI. TERMINATION.**

- A. Notwithstanding any other term in this Agreement, the COUNTY and the MUNICIPALITY retain the right, in their sole discretion, to terminate this agreement at any time and for any reason, including convenience, on ninety days' written notice.
- B. In the event of termination by the COUNTY, the COUNTY shall have no liability to the MUNICIPALITY for any losses or additional costs that may be incurred as a result of the COUNTY's termination of this Agreement.
- C. Upon termination of this Agreement, COUNTY shall, at MUNICIPALITY's cost and direction, either export MUNICIPALITY's Data in a format MUNICIPALITY can utilize or cooperate in the transfer of MUNICIPALITY's Data to a server of MUNICIPALITY's choice.

**XVII. LIMITATION OF LIABILITY.**

- A. COUNTY shall not be liable for failure or delay in performance of Services under this Agreement, in whole or in part, due to any cause beyond COUNTY's control. By way of example and not limitation, COUNTY shall not be liable for failure or delay in performance of services resulting in any way from loss of communication or Data transmission between MUNICIPALITY's and COUNTY's computers.
- B. COUNTY and its vendors depend upon computer systems that are responsive to the demands of their users. Occasionally, these computer systems are subjected to exceptional volumes of incoming Data and/or processes that result in significant degradation of their system processing and response time. Regardless of the reason, in those instances when there is system performance degradation as the result of an extremely large volume of incoming Data and/or processes, COUNTY reserves the right, in its sole discretion, to filter or block Data and/or processes originating from or traveling to the identified sources of the high traffic volume.

- C. COUNTY shall not be liable for loss, destruction or damage of MUNICIPALITY's Data unless such loss, destruction or damage is due to the willful misconduct of COUNTY, in which event its liability shall be limited to restoring the lost, destroyed or damaged programs or data, provided such restoration can reasonably be performed by COUNTY.
- D. COUNTY shall not be liable to MUNICIPALITY or any other party for the accuracy, completeness, timeliness, or usefulness of MUNICIPALITY's Data or any claims arising therefrom.
- E. COUNTY shall not be responsible or liable for the accuracy of any other Data accessed by MUNICIPALITY pursuant to this agreement.
- F. MUNICIPALITY's sole remedy for COUNTY's liability under this Agreement, if any, other than the remedy mentioned above, shall be limited to re-performance of any service provided by COUNTY.
- G. THE SERVICES SET FORTH HEREIN ARE PROVIDED TO MUNICIPALITY ON AN "AS-IS, AS AVAILABLE" BASIS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, COUNTY DISCLAIMS ALL WARRANTIES OR CONDITION WITH RESPECT TO THE QUALITY, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES, EXPRESS AND IMPLIED, WITH REGARD TO ANY SERVICES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- H. MUNICIPALITY agrees that COUNTY shall have no liability to MUNICIPALITY for damages, whether arising under theories of contract, negligence, strict liability in tort, warranty or intellectual property infringement. MUNICIPALITY further agrees that COUNTY, its officers, manager, affiliates, representatives, subcontractors, and employees will not be liable for any lost profits or other indirect, special, incidental or consequential damages, even if COUNTY has been advised of the possibility of such damages.

**XVIII. DEFENSE AND INDEMNIFICATION.**

MUNICIPALITY will defend, indemnify, and hold harmless COUNTY, its officers and employees and agents from any loss, claim or damage to persons or property arising out of (i) MUNICIPALITY's acts or omissions in the performance of this Agreement; (ii) MUNICIPALITY's data, including but not limited to claims of intellectual property infringement, personal injury or death, property damage, products liability or negligence;

and/or (iii) MUNICIPALITY's breach of any warranty or representation made herein. The obligations of this Section will survive termination of this Agreement for any reason.

**XIX. FORCE MAJEURE.**

A party shall be excused for delays in the performance of its obligations hereunder to the extent due to causes beyond its reasonable control and that could not have been avoided through the exercise of reasonable care, such as Acts of God, acts or omissions of civil or military authorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, or the unavailability of necessary labor, materials or manufacturing facilities (the "Force Majeure").

**XX. MISCELLANEOUS.**

- A. Authorization. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.
- B. Assignment. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- C. Cooperation of the Parties. In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.
- D. Benefit/No Third Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person,

corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.

- E. Entire Agreement. This Agreement, including any Exhibits and Addenda attached hereto, contain the sole and entire Agreement between the Parties and supersedes all negotiations and prior agreements or understandings between the Parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- G. Modifications. This Agreement may not be modified except in a writing executed by all Parties.
- H. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of cannons requiring construction against the drafting party.
- I. No Waiver. The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- J. Relationship of the Parties. Accept as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

- K. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.
- L. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- M. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers, and their respective seals to be affixed the day and year first written above.

ATTEST:

**BOROUGH OF RIVER EDGE**

Stephanie Evans

By: [Signature]

ATTEST:

**COUNTY OF BERGEN**

[Signature]

By: [Signature]  
James J. Tedesco, County Executive, or  
Julien X. Neals, Esq., Acting County Administrator





2017

BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS  
RESOLUTION

WMB  
10-6-17

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
Amoroso	/			
Ganz	/			
Ortiz	/			
Sullivan	/			
Tanelli	/			
Voss	/			
Chairwoman Zur	/			
<b>TOTALS</b>	<b>7</b>	<b>-</b>	<b>-</b>	<b>-</b>

Resolution No. 963-17  
 Date: October 18, 2017  
 Page: 1 of 19  
 Department/Division: Public Safety/Communications  
 Purpose: Authorize Shared Services Agreement with River Edge for Law Enforcement Records Management System Hosting.  
 Account No. n/a  
 Contract No. n/a  
 Dollar Amount: \_\_\_\_\_  
 Prepared By: DEZ

Offered by: Body as a whole  
 Seconded by: \_\_\_\_\_  
 Approved by: [Signature]

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders on above date at the Regular Meeting by:

[Signature]

Lara Rodriguez, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

WHEREAS, the County of Bergen utilizes the InfoShare system, a computer aided dispatch (CAD) and law enforcement records management system (RMS) developed by CSI Technology Group; and

WHEREAS, the County of Bergen's RMS Data is hosted on redundant, cloud-based servers with off-site backup to prevent loss of Data should any individual server, storage medium, or even a complete server location fail; and

WHEREAS, the Borough of River Edge also utilizes the InfoShare system for law enforcement records management; and

**WHEREAS**, the Borough of River Edge's law enforcement computer system is already connected to the County of Bergen's law enforcement computer system through the County Prosecutor's Office network.

**WHEREAS**, the County of Bergen has sufficient computer server and Data storage resources to host the Borough of River Edge's RMS Data on the County of Bergen's servers; and

**WHEREAS**, the Borough of River Edge and the County of Bergen wish to enter into a shared services agreement ("Agreement") whereby the Borough of River Edge's law enforcement RMS Data will be hosted on the County of Bergen's servers, and made available, through the InfoShare system, to County and local law enforcement entities within Bergen County; and

**WHEREAS**, by facilitating the sharing of information among law enforcement agencies, this Agreement will improve the provision of law enforcement services across the County; and

**WHEREAS**, the County is authorized to enter into shared services agreements in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

**WHEREAS**, County Counsel has prepared a form of Shared Services Agreement for the above services ("Shared Services Agreement"), a copy of which is annexed to this Resolution, setting forth the terms under which the Borough of River Edge's law enforcement RMS Data will be hosted on the County of Bergen's servers, and made available, through the InfoShare system, to County and local law enforcement entities within Bergen County; and

**WHEREAS**, by Resolution No. 17-034, adopted September 5, 2017, the Borough of River Edge has approved the terms of the Shared Services Agreement,

**NOW THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders, upon the recommendation of Ralph Rivera, Director of the Department of Public Safety, and Frank Del Vecchio, Director of the Division of Public Safety Communications, as follows:

1. The recitals set forth above are incorporated into the body of this resolution as if set forth at length herein.
2. The Board of Chosen Freeholders hereby agrees to the terms of the Shared Services Agreement with the Borough of River Edge annexed hereto.
3. The County Executive or his designee is hereby authorized to execute a Shared Services Agreement with the Borough of River Edge in substantially the form annexed hereto, together with any other documents necessary to formalize the aforementioned agreement, the Shared Services Agreement, all documents to be in forms approved by County Counsel.

**BOROUGH OF RIVER EDGE**  
**RESOLUTION #17-304**

**Enter into a Municipal Law Enforcement Record Management System**  
**Shared Services Agreement with the County of Bergen**

WHEREAS, the County of Bergen ("the County") through its Department of Public Safety -- Division of Communications, currently operates a state-of-the-art Public Safety Operations Center ("PSOC"), providing 9-1-1 communications and dispatch services to municipalities throughout Bergen County; and

WHEREAS, the County utilizes the InfoShare system, a computer aided dispatch (CAD) and law enforcement records management systems (RMS) developed by CSI Technology Group; and

WHEREAS, the County's RMS Data is hosted on redundant, cloud-based servers with off-site backup to prevent loss of data should any individual server, storage medium, or even a complete server location fail; and

WHEREAS, the Borough of River Edge ("the Borough") also utilizes the InfoShare system for law enforcement records management; and

WHEREAS, the Borough's law enforcement computer system is already connected to the County's law enforcement computer system through the County Prosecutor's Office network; and

WHEREAS, the County has sufficient computer server and data storage resources to host the Borough's RMS data on the County's servers; and

WHEREAS, the Borough of River Edge and the County of Bergen wish to enter into a shared services agreement ("Agreement") whereby the Borough's law enforcement RMS data will be hosted on the County's servers, and made available through the InfoShare system, to County and local law enforcement entities within Bergen County; and

WHEREAS, this Agreement will avoid the need for the Borough to invest capital resources in the purchase and maintenance of computer servers to host the Borough's RMS; and

WHEREAS, by facilitating the sharing of information among law enforcement agencies, this Agreement will improve the provision of law enforcement services across the County; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property tax payers; and

WHEREAS, the hosting of data and sharing of information among law enforcement agencies is not intended to make the County the custodian of the agencies' records; and

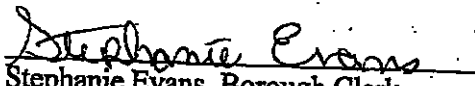
WHEREAS, pursuant to N.J.S.A. 40A:65-5, the County and the Borough have each adopted resolutions authorizing entry into this Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute said Agreement, on file with the Borough Clerk, on behalf of the Borough.

September 5, 2017

	Motion	Second	Yes	No	Abstain	Absent
Acquafredda			X			
Bartelloni		X	X			
Busteed			X			
Chinigo	X		X			
Davis			X			
Papaleo			X			
Mayor						
Mignone						

THIS IS TO CERTIFY that this is a true and compared copy of a resolution adopted by the Municipal Council of the Borough of River Edge on September 5, 2017.

  
Stephanie Evans, Borough Clerk