



**COUNTY OF SOMERSET
DEPARTMENT OF
PUBLIC HEALTH & SAFETY
DIVISION OF 9-1-1 COMMUNICATIONS**



Director
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FRED ZAETZ

Supervisors
JILL APSLEY
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ROB SCHEER
DAVE YUSIEWICZ

June 12, 2019

William Robbins, RMC
Borough of Dunellen
355 North Avenue
Dunellen, NJ 08812

RE: Radio Dispatching Services

Dear Bill:

Enclosed please find a fully executed copy of the Uniformed Shared Services Agreement for Radio Dispatching Services between the County of Somerset and the Borough of Dunellen for your records.

Very truly yours,

David J. Frauenheim
Director

Encl

- Mission Statement -

The County of Somerset is committed to excellence and innovation in public service, promoting the well-being of all residents and communities by providing effective, efficient and responsive leadership.

Somerset County Is An Equal Opportunity Employer

UNIFORMED SHARED SERVICES AGREEMENT FOR
RADIO DISPATCHING SERVICES

THIS Agreement, made and entered into this 3rd day June of 2019
by and between the County of
Somerset (hereinafter "County") and Borough of Dunellen 355 North Avenue Dunellen, NJ
08812 (hereinafter "Municipality")

WITNESSETH

WHEREAS, the Municipality has a need for radio dispatching services and the County has the ability to make the service available, on terms set forth, as herein provided:

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

1. The County shall provide the following services, for an annual fee of \$127,345.00 to the Municipality on a continuous, 24-hour per day basis commencing JULY 1, 2019 and continuing throughout the term of the agreement: Said fee for services shall be divided into 12 equal payments of \$10,612.00 and payable to the County of Somerset, 20 Grove Street, Somerville, NJ 08876 on the first of each month. Commencing July 1, 2020 an additional 2% will be added to the annual fee for services for a total of \$129,892.00 which will be divided into 12 equal monthly payments of \$10,824.00 payable on the first of each month. Commencing on July 1, 2021 an additional 2% will be assessed for services for a total of \$132,490.00 which will be divided into 12 equal monthly payments of \$11,041 payable on the first of each month. Commencing July 1, 2022 an additional 2% will be assessed for services for a total of \$135,140.00 which will be divided into 12 equal monthly payments of \$11,262.00 payable on the first of each month. Commencing July 1, 2023 an additional 2% will be assessed for services for a total of \$137,843.00 which will be divided into 12 equal payments of \$11,487.00 and payable on the first of each month.

The County will:

- (a) Accept and transmit emergency calls for police, fire, and ambulance vehicles within the territorial jurisdiction of the Municipality and activate sirens and/or pagers and/or text messaging when appropriate;
- (b) Maintain a computer log of all calls dispatched, showing date, time, source, and disposition of each call;

- (c) Provide event reports, based on the material in the computer log, as requested by corresponding emergency service agency heads of the Municipality;
 - (d) Page individual officials of the Municipality, to the extent that paging devices are made available, or through phone or text messaging to those individuals of the Municipality;
2. The services listed in paragraph 1 hereof shall be performed by personnel to be hired, paid, and supervised by the Department of Public Health and Safety, Communications Division, of the **County** and using physical facilities of the **County**.
 3. The **Municipality** and the **County** agree to pay for certain computer and general equipment as defined under **Schedule "A"** of this agreement.
 4. This agreement shall take effect on **July 1, 2019** and extend for a period of five years until **June 30, 2023** or until such time as the **Municipality** notifies the **County**, in writing, at least six (6) months in advance of the date the **Municipality** no longer requires these services.
 5. The **Municipality** is solely responsible for the purchase, installation and maintenance of its radio equipment. The **County** will be responsible for maintaining the County radio infrastructure inclusive of the 700MHz and 800MHz radio systems respectively. Secondly and in the best interests of both the County and the Borough of Dunellen the County has developed a communications plan for the Police, Fire and EMS agencies that will be dispatched by Somerset County. The **Municipality** shall not purchase, install or replace radio equipment for use on the **County** 700MHz or 800MHz radio systems without prior written approval of the **County**.
 6. The **Borough of Dunellen** acknowledges that the **County** radio infrastructure is designed for use across a geographic area that encompasses the entire **County of Somerset** and is not designed for a specific street, building or geographic area. Due to the design of the radio infrastructure, **Dunellen** acknowledges that **Somerset County** cannot assure reception or coverage in all or any geographic areas of **Dunellen**. In fact, the radio infrastructure was only designed to encompass **Somerset County** and no representations are made herein as to the sufficiency of the radio infrastructure as to providing service to **Dunellen Borough**, which is outside **Somerset County**. **Dunellen** further acknowledges that the **County** shall have no obligation to alter or upgrade the system in any way to improve access, reception or coverage to a specific building. Issues that relate to poor reception in geographic areas within the **County** or the **Municipality** will be dealt with on a case by case basis in order to determine the best possible mitigation. The County and Borough of Dunellen both agree to take reasonable steps in order to address any poor reception issues identified in geographic areas within the Municipality. Further, the **Municipality** agrees that the **County** shall have no responsibility or liability for any loss,

damage or injury arising out of, resulting from, or related to inadequate radio access, reception or coverage to any geographic area within **Dunellen**.

7. The operation of each radio unit shall be in accordance with the rules and regulations of the Federal Communications Commission of the United States, as well as the rules and regulations of the **County**, as may be in effect at the time of the signing of the agreement or may hereinafter be adopted.
8. This agreement is entered into pursuant to the provisions of N.J.S.A. 40A:65-1 et seq. (Interlocal Services Act) and it is the intent of the parties hereto that the provisions hereof shall be construed to give full effect to the legislative intent expressed herein.
9. In addition to the other rights and remedies of the parties herein, the Municipality shall indemnify and hold harmless the County of Somerset, its Elected and Appointed Officials, their Employees, Agents and Servants, from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from the negligent acts or omissions by the Municipality's personnel arising out of this Agreement or any of the obligation assumed by the Municipality hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Municipality is solely responsible for such liability. In the event it is determined by a Court that the Municipality is not solely responsible for said liability, then the Municipality's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Municipality. The Municipality, upon notice from the County, shall resist and defend, at the expense of the Municipality, such action or proceeding with counsel reasonably satisfactory to the County. In addition, at its option and its expense, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Municipality's obligation under this paragraph.
10. In addition to the other rights and remedies of the parties herein, the County shall indemnify and hold harmless The Borough of Dunellen, its Elected and Appointed Officials, Employees, Agents, and Servants, from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from, the negligent acts or omissions by the County arising out of this Agreement or any of the obligations assumed by the County hereunder, provided it is determined by a Court having the appropriate jurisdiction that the County is solely responsible for such liability. In the event it is determined by Court that the County is not solely responsible for said liability, then the County's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the County. The County, upon notice from the Municipality, shall resist and defend, at the expense of the County, such action or proceeding with

counsel reasonably satisfactory to the Municipality. In addition, at its option and its expense, the Municipality may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the County's obligation under this paragraph.

11. The County shall maintain such insurances with satisfactory insurance companies and/or joint insurance funds as will protect it and the **Municipality** from all claims. These insurances shall include Workers' Compensation, to the full extent of the law of the State of New Jersey, commercial general liability and automobile liability insurance which covers operations under this agreement whether such operation be by itself or by any subcontractor or any one directly or indirectly employed by either of them. Minimum acceptable limits for bodily injury and property damage are \$1,000,000 each occurrence and \$3,000,000 aggregate and the **Borough of Dunellen** is to be included as an **additional insured**. Minimum acceptable limits for Professional Liability for all professional staff shall be \$1,000,000 per incident/claim and \$3,000,000 aggregate. A certificate of insurance for \$1,000,000 combined single limit must be provided for all employees who will drive a motor vehicle under the terms of this Agreement. Certificates of such insurance shall be filed with the **Municipality** and shall be subject to the approval of the Municipality's Counsel, Risk Manager and/or the Insurance Company(ies) underwriter(s) or Insurance Fund Administrator for adequacy of protection. In the event it is determined that protection is inadequate or unsatisfactory, notice shall be given to the **County** immediately and the **County** shall forthwith provide the necessary evidence of sufficient coverage in accordance with the notice. Said certificates shall be filed upon the execution of this Agreement and in any event prior to any work being done by the **County**. The maintenance of this insurance shall not relieve the **County** of any liability for injury, death, and property damage which is greater than the insurance coverage. The above stated limits shall not be altered during the term of this Agreement.
12. Furthermore, with regards to the **Municipality's** responsibilities under this Agreement, the **Municipality** shall maintain such insurances with satisfactory insurance companies and/or joint insurance funds as will protect it from claims to which insurance applies. These insurances shall include workers' compensation, to the full extent of the law of the State of New Jersey, commercial general liability and automobile liability insurance which covers operations under this agreement. Limits for bodily injury and property damage are \$1,000,000 each occurrence and \$3,000,000 aggregate and the **County of Somerset** shall be included as an **additional insured on the commercial general liability**, as regards the terms of this Agreement. Minimum acceptable limits for professional liability for all professional staff shall be \$1,000,000 per incident/claim and \$3,000,000 aggregate.
13. 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 the **Parties** submit 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 in spite of language to the contrary in any

submitted proposal, supporting documentation or contract language submitted with or subsequent to the agreement.

14. The **Municipality** agrees to appoint a person to act as a liaison between the **County** and the **Municipality**. The individuals that sign this Agreement represent that they have the ability to bind the **Municipality/County**.
15. The **County**, in performing the services under this contract, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities, and obligations under the contract, including all powers of enforcement and administrative regulations that are or may be exercised by the party on whose behalf it acts pursuant to the contrary.
16. This Agreement may not be assigned by one party without the written consent of the other.

IN WITNESS THEREOF, the parties hereto have caused their authorized officials to affix their signatures and proper corporate seals, the day and year first written above.

FOR: The Borough Dunellen

BY:

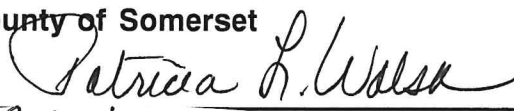

Robert J. Seader, Mayor
Borough of Dunellen

ATTEST:

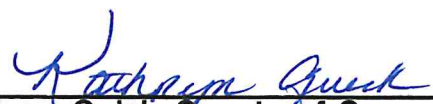

William Robins, Clerk
Borough of Dunellen

FOR: The County of Somerset

BY:


Patricia L. Walsh, Deputy Director
County of Somerset
Board of Chosen Freeholders

ATTEST:


Kathryn Quick, County of Somerset
Deputy Clerk of the Board of Chosen Freeholders

SCHEDULE "A"

Somerset County Responsibilities

Radios

- 1) Maintenance of the 500 and 700 MHz trunked radio system
- 2) Assignments and Establishment of talk groups
- 3) Radio licensing and future infrastructure needs.

Computer Equipment

- 1) Maintenance of County Records Management System (RMS)
- 2) Maintenance of the Firewall on the County Communications side
- 3) Network including QED CAD and RMS
- 4) Network security controls
- 5) Process requests for security changes including additions and deletions
- 6) Modifications to the CAD, RMS system
- 7) Data backup
- 8) Initial training on the QED CAD and RMS per the agreement with QED.
- 9) Info-Cop mobile data computer CJIS/messaging hardware/ server/s

Phone System

- 1) Verizon phone block
- 2) Maintenance of the Intrado 9-1-1 Viper system
- 3) Maintain the Videophone infrastructure at the dispatch consoles

General

- 1) Additional Comm. Center staffing and allocation of dispatcher resources based on each individual towns CFS
- 2) Improvements to County Communications including purchasing of additional CAD stations, domain controller to accommodate additional towns
- 3) Routine non-emergency notifications to include DPW, Prosecutor's on-call, Tow rosters, Health Dept. etc....
- 4) Bank hold-up alarms and panic alarm notifications
- 5) Fire, EMS, and Police procedures will be reviewed by County Communications in conjunction with the respective municipal representatives to determine compatibility with existing policies and guidelines. Somerset County will have the final say
- 6) Review of operational procedures for compatibility with existing County policies

Municipal Responsibilities

Radios

- 1) Purchase of mobiles, portables, and on-site base stations
- 2) Police, Fire, and EMS **must** migrate to the County trunked radio system
- 3) Fire, Police and EMS must conform to our numbering system to avoid duplication with other towns and they will have to use plain English on the radio vs. 10 codes
- 4) Be responsible for maintaining any private frequencies off the trunked system they wish to keep

Computer Equipment

- 1) Firewall on the municipal side for import of RMS data
- 2) VPN licensing and software to connect to the RMS
- 3) Future purchasing and licensing of additional CAD, RMS computers
- 4) Future purchase or licensing of MDT hardware or software
- 5) Purchase of additional T-1 lines and monthly costs associated with same
- 6) Weekly data validation
- 7) RMS data entry including investigation, accident and booking reports
- 8) Conversion of any existing RMS “legacy” data to the QED RMS system

Phone System

- 1) Purchase/maintenance of auto-attendant phone system
- 2) Phone upgrades and installation of additional lines from the Municipality to the County
- 3) Provide analysis of phone and dispatch call volume (CAD) with attention to peak volumes
- 4) Maintain Videophone link and local hardware

Security Issues

- 1) Upgrades to cameras, lighting, and doors around police headquarters
- 2) Monitoring of cell block cameras
- 3) Monitoring of court cameras
- 4) Monitoring of police security cameras

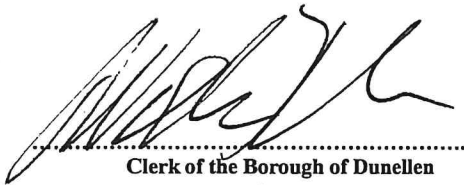
General

- 1) Alarm monitoring will have to be contracted to a Central Station Monitoring Company
- 2) NCIC validations and officer certifications as well as redirecting the NCIC printer to County Dispatch
- 3) School Crossing Guards; substitutions, notifications and attendance
- 4) Homebound or senior citizen “good morning” programs

06-03-2019: #4

**BE IT RESOLVED BY THE GOVERNING BODY OF THE BOROUGH OF
DUNELLEN, NEW JERSEY, THAT:**

The Dunellen Mayor and Municipal Clerk are authorized to negotiate and enter into an Interlocal Agreement with the County of Somerset for the provision of dispatch and other services, said agreement subject to review and approval by the Dunellen Municipal Attorney. The term of this Agreement is July 1, 2019 to June 30, 2024.


Clerk of the Borough of Dunellen

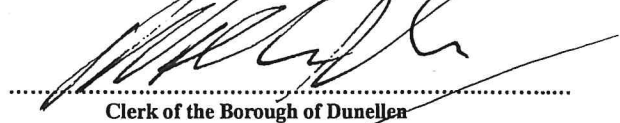


Approved 6/3/19


Mayor of the Borough of Dunellen

I certify the foregoing to be a true and correct
abstract of a resolution regularly passed at a
meeting of the Common Council of the Borough of
Dunellen, held

..... 6/3/19
and in that respect a true and correct copy of
its minutes.


Clerk of the Borough of Dunellen