

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT FOR MUTUAL AID BETWEEN THE TOWNSHIP OF NORTH BRUNSWICK AND RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY FOR THE PROVISION OF SUPPLEMENTAL POLICE EMERGENCY SERVICES AND A TRAFFIC ENFORCEMENT ADDENDUM REGARDING THE EXERCISE OF TRAFFIC AND PARKING VIOLATION AUTHORITY WITHIN THE TOWNSHIP OF NORTH BRUNSWICK

WHEREAS, pursuant to N.J.S.A. 18A:6-4.2 et seq., Rutgers has designated a police department to provide for the safety and security of its community; pursuant to N.J.S.A. 40A:14-122 et seq. and the Township of North Brunswick has designated a police department to provide for the safety and security of its community; and

WHEREAS, municipal corporations of the State of New Jersey are authorized under N.J.S.A. 40A:14-156, et seq. to provide police assistance outside their territorial jurisdictions and pursuant to the Shared Services Act, N.J.S.A. 40A:65-1 et seq., municipalities may enter into Shared Services Agreements with other governmental units by adoption of a resolution therefor; and

WHEREAS, the Township has negotiated a mutual aid agreement with Rutgers, the State University of New Jersey ("Rutgers") for the provision of supplemental police emergency services (the "Mutual Aid Services"); and

WHEREAS, the proposed contract for such Mutual Aid Services provides that each party shall assume the costs and expenses as to the provision of its personnel and equipment to the requesting party, except when such requesting party receives State or Federal aid by way of reimbursement, whereupon the participating party shall certify its costs and expenses to the requesting party and the requesting party shall pay the costs and expenses of the participating party; and

WHEREAS, a form of Shared Services Agreement for Mutual Aid has been prepared and same has been approved by the Township Attorney for North Brunswick; and

WHEREAS, in addition to such Shared Services Agreement for Mutual Aid, the Township and Rutgers desire to enter into a Traffic Enforcement Addendum authorizing Rutgers' Police Department to exercise traffic and parking violation authority within the Township of North Brunswick in areas with legitimate Rutgers Police purposes; and

WHEREAS, a form of Traffic Enforcement Addendum has been prepared and same has been approved by the Township Attorney for North Brunswick

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of North Brunswick, County of Middlesex and State of New Jersey, that it hereby authorizes and approves a Shared Services Agreement for Mutual Aid between the Township of North Brunswick and Rutgers, the State University of New Jersey for the provision of supplemental police emergency services (the "Mutual Aid Services"), and wherein the costs and expenses for personnel and equipment used in the provision of any Mutual Aid Services shall be assumed by the each party hereunder, except when the requesting party receives State or Federal aid by way of reimbursement, whereupon the participating party shall certify its costs and expenses to the requesting party and the requesting party shall pay the costs and expenses of the participating party; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to execute a Shared Services Agreement for Mutual Aid with Rutgers, the State University of New Jersey for the terms set forth therein, a copy of such Agreement being on file with the Township Clerk; and

BE IT FURTHER RESOLVED, that, pursuant to the Shared Services Act, N.J.S.A. 40A:65-1, et seq., such Shared Services Agreement for Mutual Aid shall be filed with and open to the public for inspection at the offices of the Township Clerk, and such Shared Services Agreement for Mutual Aid shall take effect upon the adoption of appropriate resolutions by all parties thereto; and

BE IT FURTHER RESOLVED, that, pursuant to N.J.S.A. 40A:65-4(b), a copy of the Shared Services Agreement for Mutual Aid shall be filed with the Division of Local Government Services in the Department of Community Services for informational purposes; and

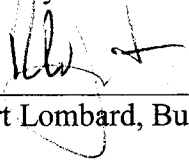
BE IT FURTHER RESOLVED, by the Township Council of the Township of North Brunswick, County of Middlesex and State of New Jersey, that it hereby authorizes and approves a Traffic Enforcement

Addendum authorizing Rutgers' Police Department to exercise traffic and parking violation authority within the Township of North Brunswick in areas with legitimate Rutgers Police purposes; and

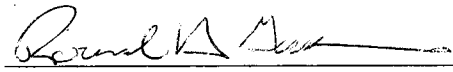
BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to execute a Traffic Enforcement Addendum with Rutgers, the State University of New Jersey for the terms set forth therein, a copy of such Agreement being on file with the Township Clerk.

TITLE

This Resolution shall be known and may be cited as the Resolution Authorizing a Shared Services Agreement for Mutual Aid for the provision of supplemental police assistance and a Traffic Enforcement Addendum to exercise traffic and parking violation authority within the Township of North Brunswick in areas with legitimate Rutgers Police purposes, between the Township of North Brunswick and Rutgers, the State University of New Jersey's Police Department.



Robert Lombard, Business Administrator

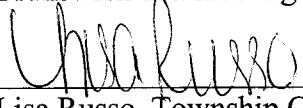


Ronald H. Gordon, Township Attorney
Approved as to Legal Form

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
NARRA				
ANDREWS				
NICOLA				
DAVIS				
CORBIN				
SOCIO				
MAYOR WOMACK				

I do hereby certify that the foregoing is a true copy of a Resolution passed by the Township Council of North Brunswick at a meeting duly held on the 3 day of March, 2011.



Lisa Russo, Township Clerk

Dated: 3-7, 2011

C: K. McCormick

J. Selanoff

J. Kruglein

DLAS - L. Russo

SHARED SERVICES AGREEMENT FOR MUTUAL AID

This Shared Services Agreement for Mutual Aid ("Agreement") is made and entered into by and between the Township of North Brunswick ("Township") and Rutgers, the State University of New Jersey ("Rutgers") in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- a. **DEFINITIONS.** As used in this Agreement, the following phrases shall have the meanings indicated:
1. Participating law enforcement agencies and municipalities shall mean each Municipal Corporation of the State of New Jersey, which has by ordinance or resolution, entered into this or a substantially similar Shared Services Agreement for Mutual Aid with Rutgers, The State University of New Jersey's University Police Department.
 2. Requesting municipality or law enforcement agency shall mean a participating municipality or agency which has requested assistance pursuant to this agreement.
 3. Emergency shall mean any situation or combination of situations which, in the opinion of the Chief of Police or designee of a requesting municipality or law enforcement agency, requires the assistance of police personnel, from one or more participating law enforcement agencies to protect or promote the public safety or welfare, or to protect police personnel.
 4. Chief of Police shall mean the Chief of Police or other head of a municipal police department or law enforcement agency or that person's designee.
- b. **PURPOSE:** It is to the mutual advantage and benefit of the participating municipality or law enforcement agency that each agree to render supplemental police assistance to any requesting municipality or law enforcement agency pursuant to this agreement.
- c. **PROCEDURES:** When a request for Mutual Aid is requested, the communications centers of the requesting and receiving law enforcement agencies should ensure that the pertinent information regarding the request for mutual aid is obtained.
- d. **COMMUNICATIONS:** Each supervisor from assisting law enforcement agencies shall ensure that provisions are made to maintain constant radio communications with assigned personnel. Options include, but are not limited to: assigning agency personnel to personnel of the requesting agency, issuing radios provided by the requesting agency, establishing a "patch" with the radio talk group designated by the requesting agency and/or switching all personnel to a common radio frequency.

- e. **AUTHORITY:** Pursuant to N.J.S.A 18A:6-4.2 et seq., Rutgers has designated a police department to provide for the safety and security of its community; pursuant to N.J.S.A 40A:14-122 et seq., North Brunswick has designated a police department to provide for the safety and security of its community. Municipal corporations of the State of New Jersey are authorized under N.J.S.A. 40A:14-156, et seq. to provide police assistance outside their territorial jurisdictions. Municipal corporations of the State of New Jersey are authorized under N.J.S.A. 40A:65-1 et seq. to enter into shared services agreements with other municipalities and law enforcement agencies.

- f. **SCOPE:** This agreement shall apply to every instance of police emergency assistance between participating municipalities and law enforcement agencies.

- g. **INTER-LOCAL ASSISTANCE:** The Chief of Police of each participating municipality or law enforcement agency is authorized to provide assistance to requesting municipalities or law enforcement agencies, to the extent possible, without endangering persons or property within the municipality or area within the law enforcement agency's borders rendering assistance. The members of each police department supplying aid shall have the same powers, authority, rights and immunities of the members of the police department of the requesting law enforcement agency while providing assistance to that agency. All enforcement actions (arrests, summonses, etc.) must be thoroughly documented. Arrested persons should be immediately turned over to the requesting agency for processing in accordance with that agency's procedures.

- h. **EXPENSES:** Each participating municipality or law enforcement agency shall assume the costs and expenses of providing its personnel and equipment to the requesting agency, except when the requesting municipality or agency receives State or Federal aid by way of reimbursement. When State or Federal aid is received by the requesting law enforcement agency, each participating municipality or law enforcement agency shall certify its costs and expenses to the requesting law enforcement agency and the requesting agency shall pay the costs and expenses of each participating municipality or law enforcement agency to the extent necessary so that no participating municipality or law enforcement agency bears a greater portion of unreimbursed costs and expense than the requesting municipality or law enforcement agency.

- i. **Senior Ranking Officer:** When police assistance is requested pursuant to this agreement, the Chief of Police of the requesting law enforcement shall be the senior ranking officer of all members of any police department rendering assistance.

- j. **Injury and Death Benefits:** Members of any police department who suffer injury while providing assistance pursuant to this agreement, or their legal representatives if death results, shall be entitled to all the benefits they would have received if injury or death had occurred in the participating municipality or law enforcement agency where their duties are normally performed. The participating municipality or law enforcement agency where their duties are normally performed shall provide such injury or death benefits.

- k. **Terms: Withdrawal:** Any participating law enforcement agency may withdraw from and terminate its part in this agreement at the end of any calendar year, provided that notice of its intention to terminate is given no later than the prior November 12 to every other participating municipality and law enforcement agency. Otherwise, the agreement shall remain in force from year to year.
- l. **Report to Governing Body:** The Chief of Police in each participating municipality and law enforcement agency shall annually, as soon after the end of the calendar year as practicable, furnish their respective governing bodies summary reports of services rendered and received under this agreement, along with comments and recommendations.

ACCEPTED AND AGREED TO:

**RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY POLICE DEPARTMENT**

**RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY**

By: _____
Rhonda L. Harris, Chief of Police

By: _____
James E. Kohl, Vice President, APS

WITNESSED OR ATTESTED TO:

TOWNSHIP OF NORTH BRUNSWICK

By: _____
Lisa Russo, Municipal Clerk

By: _____
Francis "Mac" Womack, Mayor

**TOWNSHIP OF NORTH BRUNSWICK
POLICE DEPARTMENT**

By: _____
Kenneth McCormick, Director, Public Safety

Lisa Russo

From: Drea Kaplon [DKAPLON@decotiislaw.com]
Sent: Thursday, February 24, 2011 10:20 AM
To: Robert Lombard; Kenneth McCormick; Lisa Russo
Cc: Ronald Gordon
Subject: Rutgers Shared Services Agreement for Mutual Aid.DOC;Rutgers REDLINE Shared Services Agmt Mutual Aid.DOC

Attachments: iManage_1249841_1.DOC; iManage_1250067_1.DOC; iManage_1250072_1.DOC

<<iManage_1249841_1.DOC>> <<iManage_1250067_1.DOC>>

Dear All - attached please find the revised Shared Services Agreement for Mutual Aid with Rutgers University, together with a redline showing our changes to same. Kindly review. Should you have any questions, please contact Ronald Gordon at 201/907-5261.

Please note that the signatory section of the Traffic Endorsement Addendum has been revised to be consistent with the signatory section of the Shared Services Agreement for Mutual Aid. <<iManage_1250072_1.DOC>>

Best,

DK

Drea Kaplon, Paralegal
DeCotiis, FitzPatrick & Cole, LLP.
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500 Frank W. Burr Boulevard
Teaneck, NJ 07666
Direct dial: 201-347-2124
Facsimile: 201-928-0588

E-mail: DKaplon@decotiislaw.com

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Thank you very much.

2/24/2011