

**A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK
AUTHORIZING AN AGREEMENT WITH
MIDDLESEX COUNTY DIVISION OF ARCHIVES AND RECORDS MANAGEMENT
FOR TEMPORARY STORAGE OF PUBLIC RECORDS**

WHEREAS, in September of 2021, a significant amount of water penetrated the Municipal Complex from Hurricane Ida, causing major damage to the structure, including flooding within the basement archive room; and

WHEREAS, in October of 2021, the company Polygon was engaged to provide removal, treatment and restoration of water damaged documents located within the basement; and

WHEREAS, in addition, records located on the first and second floor that were not impacted by flood waters needed to be relocated during restoration of the Municipal Complex; and

WHEREAS, the County of Middlesex owns and operates a facility known as the Division of Archives and Records Management Center, located on Apple Orchard Lane in North Brunswick, which as capacity sufficient to store a large number of records; and

WHEREAS, in June of 2022, municipal officials contacted county officials to request use of space within the Middlesex County Division of Archives and Records Management facility; and

WHEREAS, pursuant to the Uniform Shared Services Act under N.J.S.A. 40:8A-2 et seq., municipalities within the State of New Jersey are permitted to enter into agreements with other local units of government, including County agencies, for the provision of services; and

WHEREAS, in July and August of 2022, county officials coordinated with municipal officials the relocation of municipal public records into the facility in an effort to ensure the security and integrity of documents will be maintained; and

WHEREAS, Middlesex has offered temporary use of the facility based upon the attached agreement; and

WHEREAS, the Mayor hereby make a recommendation to execute retro-active a contract for the temporary storage of municipal public records; and

WHEREAS, expenses associated with the temporary storage of records while the municipal complex is under restoration will be included under the separate insurance and FEMA claims for Hurricane Ida.

NOW, THEREFORE, BE IT RESOLVED, on this 6th of September 2022, the Township Council of the Township of North Brunswick, County of Middlesex, State of New Jersey, hereby authorizes:

1. The Mayor or Business Administrator to execute a Shared Service Agreement with the County of Middlesex Division of Archives and Records Management to provide archive of municipal records as outlined within the attached agreement; and
2. Prior to execution of Shared Service Agreement, the Township Attorney is authorized to review the agreement as to form; and
3. Said agreement shall commence retro-active July 1, 2022 and continue until December 31, 2023 unless either party exercises its right to terminate the agreement in accordance with the agreement.

CERTIFICATION

I, Cavel Gallimore, Chief Financial Officer, shall certify that funds are made available for this purpose in the FY2023 Budget while the claim is processed under Insurance and FEMA claims for reimbursement, and the balance shall be made available subject to the appropriation of funds in the FY2024 budget year.

Cavel Gallimore
Chief Financial Officer

Justine Progebin
Business Administrator

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

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA				
GUADAGNINO				
ANDREWS				
SOCIO				
DAVIS				
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on September 6, 2022.

Lisa Russo
Township Clerk

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2022 between the County of Middlesex, a municipal corporation of the State of New Jersey, having its principal offices at John F. Kennedy Square in the City of New Brunswick, County of Middlesex and State of New Jersey, hereinafter referred to as "County," and North Brunswick Township having its principal offices at 710 Hermann Road, North Brunswick Township, County of Middlesex and State of New Jersey hereinafter referred to as the "municipality".

WHEREAS, the County of Middlesex owns a facility known as the Division of Archives and Records Management Center, which facility has a storage capacity sufficient to store a large number of documents; and

WHEREAS, due to a recent incident of flooding at its storage facility, the municipality is in need of access to a facility for which it may temporarily store records that the municipality is required to maintain; and

WHEREAS, the County and municipality may, pursuant to the statutory authority found at N.J.S.A. 40:8A-2 et seq., enter into an agreement for the storage of the records at the County's Division of Archives and Records Management Center;

NOW, THEREFORE, in consideration of the mutual covenants and promises as set forth in this Agreement and for other good and valuable consideration, the above named parties do hereby mutually agree as follows:

1. The County will provide a facility known as the Division of Archives and Records Management Center (DARM Center) for the safekeeping of municipal records
 - a. Pursuant to State law, the records remain the property of the municipality as the originating agency
 - b. The County, according to the terms of this agreement, is providing only a storage service
2. The municipal governing body shall designate a local records coordinator and an alternate who will work directly with the County Division of Archives and Records Management personnel.
 - a. This individual must have a working knowledge of procedures, State statutes and municipal records
 - b. Pursuant to N.J.S.A. 40A: 9-133 (e) (1) the Municipal Clerk shall be designated as the Local Records Coordinator
 - c. The municipal governing body shall also designate the individual and individuals who will be authorized to request the retrieval of documents
3. DARM Center personnel will only accept one (1) cubic foot archival storage boxes with lids, one-half cubic foot archival boxes (made for special documents and checks), books and magnetic tapes
 - a. The municipality will supply its own boxes
4. DARM Center personnel will not be responsible for determining the contents of each box

5. Scheduling for the delivery of boxes to be stored will be made by the Local Records Coordinator with the DARM Center Office Services Manager.
 - a. North Brunswick Township shall deliver the records to the DARM Center and also will be responsible for placing boxes on the proper shelves and the pick-up of records
 - b. Verification of the above boxes will be made by municipal personnel
6. Requests for retrieval of records shall be accomplished by the municipality contacting the DARM Center for access to the facility
 - a. Efforts will be made by DARM Center personnel to make available these records for pickup by the municipality within 24 hours (exclusive of weekends and holidays) of receipt of the request
 - b. The County does not, however, guarantee that requested records will be available within 24 hours of a municipal request
7. In the event that the County determines that it no longer has sufficient storage space available at the DARM Center to continue to accept records from the municipality, the County may, upon notice to the municipality, advise that until further notice it will no longer accept additional records for storage due to a lack of available space at the storage facility.
8. The municipality agrees to remit to the County the fees outlined in attached billing list.
9. The County will bill these fees on a calendar quarter basis at the beginning of the quarter.
 - a. Records received for the first time will be prorated for the quarter
 - b. A municipality shall make payments to the County within 120 days of receiving a notice of billing as described above
 - c. If the municipality fails to make timely payments as described above, the County may terminate this agreement without further notice.
10. The County agrees that the records will only be released to those authorized by the municipality.
 - a. In the event that the County is served with a subpoena for the production of a document or documents, the County agrees to give notice to the municipality whose records are being sought
 - b. If the municipality does not move to quash the subpoena within the time provided by law, the County will provide the documents in question pursuant to the subpoena
11. It is understood by both parties to this agreement that the County, through the DARM Center, makes no provision for the destruction of records pursuant to N.J.S.A. 47:3-15 et seq. and that each municipality will be solely responsible for this aspect of the maintenance of its records.
12. The above-named municipality does hereby covenant for itself, its assigns, to keep the same harmless the said County of Middlesex, its agents, employees, or assigns from any and all liability arising out of the safekeeping of municipal records and for errors, mistakes, delays, failures and any other possibilities of liability arising out of and from or under this agreement, except for any errors, mistakes, delays, failures and any other possibility of liability caused by the gross negligence of the County of Middlesex, its agents or employees.
18. The term of this agreement shall be for a period of three years.
19. It is understood that either party may terminate this agreement by providing 90 day written notice to the other party

- a. In the event of early termination, the municipality must pay all outstanding charges on or prior to the date upon which said municipality avails itself of the early termination provision of the Agreement.
20. The terms and conditions contained in this Agreement are subject to the approval of the Board of County Commissioners of the County of Middlesex and the governing body of the municipality.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

WITNESS:

COUNTY OF MIDDLESEX

Amy R. Petrocelli, Clerk
Board of County Commissioners

Ronald G. Rios, Director
Board of County Commissioners

WITNESS:

BY: _____

Billing Price List

Code	Description	Facility	Container Type	Container Type description	Charge	Comment
101	Receive new box (transfer in)				\$ 1.00	Per Transaction
301	Destroy a box				\$ -	No Charge
401	Request a Box (Checkout full)				\$ 1.34	Per Transaction
403	Request a Subitem (checkout partial)				\$ 1.00	Per Transaction
601	Return a Box request (check-in full)				\$ 1.34	Per Transaction
603	Return a Subitem request (check-in partial)				\$ 1.00	Per Transaction
900	Consulting services				\$ 50.00	(Not covered in RIMS)
901	Pick-up				\$ 10.00	(Not covered in RIMS)
902	Purchase empty boxes				\$ 1.50	(Not covered in RIMS)
201	Storage of a box	DARM Storage Center	ARCHBOX	Archive Box (0.50 CF)	\$ 0.11	Per item per month
201	Storage of a box	DARM Storage Center	BOOK	Book (0.25 CF)	\$ 0.06	Per item per month
201	Storage of a box	DARM Storage Center	BOXLRG	Large Storage Box (2.00 CF)	\$ 0.45	Per item per month
201	Storage of a box	DARM Storage Center	BOXSTD	Standard Storage Box (1.00 CF)	\$ 0.22	Per item per month
201	Storage of a box	DARM Storage Center	BV	Bound Volume (0.50 CF)	\$ 0.11	Per item per month
201	Storage of a box	DARM Storage Center	CDFL12R3X5	Card File-3X5 Cards 12 inch Row (0.10 CF)	\$ 0.02	Per item per month
201	Storage of a box	DARM Storage Center	CDFL12R4X6	Card File-4X6 Cards 12 inch Row (0.17 CF)	\$ 0.04	Per item per month
201	Storage of a box	DARM Storage Center	CDFL12R5X8	Card File-5X8 Cards 12 inch Row (0.25 CF)	\$ 0.06	Per item per month
201	Storage of a box	DARM Storage Center	CDFL14TAB	Card File-14 inch Box of Tab Cards (0.20 CF)	\$ 0.04	Per item per month
201	Storage of a box	DARM Storage Center	CHKBOX	Check Box (0.25 CF)	\$ 0.06	Per item per month
201	Storage of a box	DARM Storage Center	FDRWLATLEG	File Drawer-Lateral Legal-size (2.50 CF)	\$ 0.56	Per item per month
201	Storage of a box	DARM Storage Center	FDRWVERLEG	File Drawer-Vertical Legal-size (2.00 CF)	\$ 0.45	Per item per month
201	Storage of a box	DARM Storage Center	FDRWVERLET	File Drawer-Vertical Letter-size (1.50 CF)	\$ 0.34	Per item per month
201	Storage of a box	DARM Storage Center	MAPBOX	Custom Map Box (2.00 CF)	\$ 0.45	Per item per month
201	Storage of a box	DARM Storage Center	MF	Microfilm (0.01 CF)	\$ -	N/A
201	Storage of a box	DARM Storage Center	OSHLFLEG36	Open Shelf-Legal-size 36 inch Long (2.50 CF)	\$ 0.56	Per item per month
201	Storage of a box	DARM Storage Center	OSHLFLET36	Open Shelf-Letter-size 36 inch Long (2.00 CF)	\$ 0.45	Per item per month
201	Storage of a box	DARM Storage Center	Plan42	Plans up to 42 inches (6.00 CF)	\$ 1.34	Per item per month
201	Storage of a box	DARM Storage Center	PRNTBND	Printout Binder (0.25 CF)	\$ 0.06	Per item per month
201	Storage of a box	DARM Storage Center	PRNTBNDBOX	Binder Box (3.00 CF)	\$ 0.67	Per item per month
201	Storage of a box	DARM Storage Center	PRNTBNDBOX4	Binder Box (3.00 CF)	\$ 0.67	Per item per month
201	Storage of a box	DARM Vault	ARCHBOX	Archive Box (0.50 CF)	\$ 0.67	Per item per month
201	Storage of a box	DARM Vault	BOOK	Book (0.25 CF)	\$ 0.34	Per item per month
201	Storage of a box	DARM Vault	BOXLRG	Large Storage Box (2.00 CF)	\$ 2.68	Per item per month
201	Storage of a box	DARM Vault	BOXSTD	Standard Storage Box (1.00 CF)	\$ 1.34	Per item per month
201	Storage of a box	DARM Vault	BV	Bound Volume (0.50 CF)	\$ 0.67	Per item per month
201	Storage of a box	DARM Vault	CDFL12R3X5	Card File-3X5 Cards 12 inch Row (0.10 CF)	\$ 0.13	Per item per month
201	Storage of a box	DARM Vault	CDFL12R4X6	Card File-4X6 Cards 12 inch Row (0.17 CF)	\$ 0.23	Per item per month
201	Storage of a box	DARM Vault	CDFL12R5X8	Card File-5X8 Cards 12 inch Row (0.25 CF)	\$ 0.34	Per item per month
201	Storage of a box	DARM Vault	CDFL14TAB	Card File-14 inch Box of Tab Cards (0.20 CF)	\$ 0.27	Per item per month
201	Storage of a box	DARM Vault	CHKBOX	Check Box (0.25 CF)	\$ 0.34	Per item per month
201	Storage of a box	DARM Vault	FDRWLATLEG	File Drawer-Lateral Legal-size (2.50 CF)	\$ 3.35	Per item per month
201	Storage of a box	DARM Vault	FDRWVERLEG	File Drawer-Vertical Legal-size (2.00 CF)	\$ 2.68	Per item per month
201	Storage of a box	DARM Vault	FDRWVERLET	File Drawer-Vertical Letter-size (1.50 CF)	\$ 2.01	Per item per month
201	Storage of a box	DARM Vault	MAPBOX	Custom Map Box (2.00 CF)	\$ 2.68	Per item per month
201	Storage of a box	DARM Vault	MF	Microfilm (0.01 CF)	\$ 0.01	Per item per month
201	Storage of a box	DARM Vault	OSHLFLEG36	Open Shelf-Legal-size 36 inch Long (2.50 CF)	\$ 3.35	Per item per month
201	Storage of a box	DARM Vault	OSHLFLET36	Open Shelf-Letter-size 36 inch Long (2.00 CF)	\$ 2.68	Per item per month
201	Storage of a box	DARM Vault	PLAN42	Plans up to 42 inches (6.00 CF)	\$ 8.04	Per item per month
201	Storage of a box	DARM Vault	PRNTBND	Printout Binder (0.25 CF)	\$ 0.34	Per item per month
201	Storage of a box	DARM Vault	PRNTBNDBOX	Binder Box (3.00 CF)	\$ 4.02	Per item per month
201	Storage of a box	DARM Vault	PRNTBNDBOX4	Binder Box (3.00 CF)	\$ 4.02	Per item per month