

RESOLUTION

WHEREAS, the County of Ocean has created and established a program to coordinate the implementation and operation of 911 activities within the County in accordance with the Emergency Telecommunications Services Act, N.J.S.A. 52:17C-1 et seq.; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., authorizes local units as defined in said Act to enter into joint agreements for the provision of governmental services such as 911 Emergency Telecommunications Services; and

WHEREAS, the participating Municipalities wish to enter into an Agreement with the County for the provision of the 911 Emergency Telecommunications Services;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF OCEAN, AND STATE OF NEW JERSEY, as follows:

1. The County 911 Emergency Services Program - Municipal Services Agreements are approved as to form upon execution with all participating municipalities in the 911 Program.
2. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute 911 Emergency Services Program - Municipal Services Agreements with each of the Municipalities set forth below.

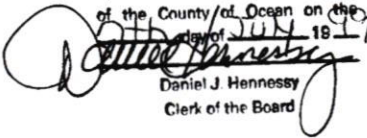
1. Township of Barnegat
2. Borough of Barnegat Light
3. Borough of Bay Head
4. Borough of Beach Haven
5. Borough of Beachwood
6. Township of Berkeley
7. Township of Brick
8. Township of Dover
9. Township of Eagleswood
10. Borough of Harvey Cedars
11. Borough of Island Heights
12. Township of Jackson
13. Township of Lacey
14. Borough of Lakehurst
15. Township of Lakewood
16. Borough of Lavalette
17. Township of Long Beach
18. Township of Manchester
19. Township of Mantoloking

20. Borough of Ocean Gate
21. Borough of Pine Beach
22. Township of Plumsted
23. Borough of Point Pleasant
24. Borough of Point Pleasant Beach
25. Borough of Seaside Heights
26. Borough of Seaside Park
27. Borough of Ship Bottom
28. Borough of South Toms River
29. Township of Stafford
30. Borough of Surf City

3. These Agreements shall be kept on file and open to public inspection in the Office of the Clerk of the Board of Chosen Freeholders immediately upon the introduction of this Resolution.

4. Certified copies of this Resolution shall be forwarded to the following:

Clerks of the Municipalities set forth above;
Ocean County Sheriff;
Ocean County Director, Management & Budget; and
Ocean County Counsel.

I certify the foregoing to be a
true copy of a Resolution *Adopted*
by the Board of Chosen Freeholders
of the County of Ocean on the
day of *July* 19 *97*

Daniel J. Hennessy
Clerk of the Board

RESOLUTION

February 6, 2008

WHEREAS, the Ocean County Board of Chosen Freeholders has created and established an enhanced 911 Emergency Telecommunications System within the County of Ocean in accordance with the Emergency Telecommunications Services Act, N.J.S.A. 52:17C-1 et. seq.; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., authorizes municipalities to enter into joint agreements for the provision of governmental services such as 911 Emergency Telecommunications Services; and

WHEREAS, the Township of Lacey wishes to enter into an Amended Agreement with the County of Ocean for the provision of 9-1-1 Emergency Telecommunications Services, which Amended Agreement shall specifically include EMS dispatching services, in addition to the services currently provided by the County of Ocean under the parties existing Agreement;

WHEREAS, the County has agreed to provide the Township of Lacey with these additional dispatching services at a cost of \$10,000.00 per year, effective Feb. 7, 2008, which cost represents the County's minimum charge for the provision of these services.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF OCEAN, AND STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of this Board are hereby authorized and directed to enter into an Amended 911 Emergency Services Program Municipal Services Agreement with the Township of Lacey as set forth above.

2. Copies of this Resolution and the Amended Agreement shall be kept on file and made available for public inspection in the Office of the Clerk of the Board during normal business hours.

3. Certified copies of this Resolution shall be forwarded to the following:

Clerk, Township of Lacey;
Ocean County Sheriff;
Ocean County Department of Finance
Ocean County Director, Management & Budget; and
Ocean County Counsel.

I certify the foregoing to be a
True copy of a Resolution *Adopted*
By the Board of Chosen Freeholders
of the County of Ocean on the
6th day of *Feb*, 20*08*
Betty Vasil
Betty Vasil
Clerk of the Board

**TOWNSHIP OF LACEY AMENDED
COUNTY 911 EMERGENCY SERVICES PROGRAM
MUNICIPAL SERVICES AGREEMENT**

THIS AGREEMENT, entered into on this 28th day of August 2008, between the **TOWNSHIP OF LACEY**, a municipal corporation of the state of New Jersey (hereinafter "Municipality") and the **COUNTY OF OCEAN**, a body politic of the State of New Jersey (hereinafter "County").

WHEREAS, N.J.A.C. 17:24-2.1 et seq. sets forth the technical requirements and operational standards for all components of the Statewide 9-1-1 network; and

WHEREAS, these rules define and allocate responsibility for planning, equipping, staffing, establishing, operating and maintaining Public Safety Dispatch Points and the Enhanced 9-1-1 network; and

WHEREAS, pursuant to N.J.A.C. 17:24-6.1 of these rules, the County is required to coordinate the implementation and operation of 9-1-1 activities within the County in accordance with the Emergency Telecommunications Services Act (hereinafter "Act"), N.J.S.A. 52:17C-1 et seq., and the rules promulgated pursuant thereto; and

WHEREAS, pursuant to N.J.A.C. 17:24-6.2, the Office of Emergency Telecommunications Services in the Department of Law and Public Safety, has previously approved the County's 9-1-1 Emergency Telecommunications Plan; and

WHEREAS, the Act encourages the formation of Public Safety Answering Points that serve groups of municipalities in the interest of reducing cost and increasing the efficiency of administration; and

WHEREAS, the County has offered to all municipalities an opportunity to participate in the County's enhanced 9-1-1 Emergency Telecommunications Program; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., authorizes local units as defined in said Act to enter into joint agreements for the provision of governmental services; and

WHEREAS, the Municipality wishes to enter into an Amended Agreement with the County for the provision of the 9-1-1 emergency telecommunications services required under the Act and its implementing regulations and further wishes to designate the County as its general agent for the provision of the services set forth in Paragraph 3 herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority provided by law, the County and the Municipality mutually agree as follows:

1. **General.** The County shall provide to the Municipality 9-1-1 emergency telecommunication services required under the Act and the regulations promulgated thereunder as more specifically set forth in Paragraph 3 herein.

2. **Definitions.** The following terms shall have the following meanings as used in this Agreement:

"Automatic Number Identification (ANI)" means an enhanced 9-1-1 service capability that enables the automatic display of the seven-digit number used to place a 9-1-1 call.

"Automatic Location Identification (ALI)" means an enhanced 9-1-1 service capability that enables the automatic display of information defining the geographical location of the telephone used to place a 9-1-1 call.

"Direct Dispatch" means 9-1-1 call answering and public safety dispatching is done by the personnel at the PSAP.

"Enhanced 9-1-1 Service" means a service consisting of telephone network features and public answering points provided for users of the public telephone system enabling the users to reach a public service answering point by dialing the digits A9-1-1". The service directs 9-1-1 calls to appropriate public safety answering points by selective routing based on the location from which the call originated and provides for automatic Number Identification and Automatic Location Identification features.

"Full Service" means the provision of PSAP'S and PSDP's (Direct Dispatch) for police, fire and emergency medical services to be provided by Public or Private Safety Agencies. All 9-1-1 calls to be handled on a Full Service basis which require the dispatch of police, fire or emergency medical services will be handled by the direct dispatch method by the PSAP call-taker requiring no transfers or additional phone lines.

"Partial Service" means the provision of PSAP's for police, fire and emergency medical services and PSDP's for those emergency services indicated in Paragraph 3 hereof.

"Private Safety Agency" means an entity, except a municipality or a public safety agency, providing emergency medical services, fire fighting or other emergency services.

"Public Safety Agency" means a functional division of a municipality, a county or the State which dispatches or provides police, fire fighting, emergency medical services or other emergency services.

"Public Safety Answering Point (PSAP)" is the first point of reception of a 9-1-1 call and serves the jurisdiction in which it is located and/or other participating jurisdictions. A Public Safety Answering Point is a facility, operated on a 24-hour basis, assigned the responsibility of receiving 9-1-1 calls and, as appropriate, directly dispatching emergency response services or transferring or relaying emergency 9-1-1 calls to other Public Safety Agencies that act as secondary dispatchers.

"Public Safety Answer Point Only" means a Public Safety Answering Point which receives 9-1-1 calls and transfers or relays said calls to other Public Safety Agencies for dispatch.

"Public Safety Dispatch Points (PSDP)" means a location which provides dispatch services for one or more Public Safety Agencies.

3. Services Provided. The County shall provide the following emergency telecommunication services to the Municipality in accordance with the standards set forth in the Act and its implementing

regulations:

- ☒ Full Service - PSAP
- ☐ PSAP only
- ☐ Full Service - PSDP for Police, Fire & Emergency Medical Services
- ☒ Partial Service - PSDP for Services indicated below:
 - ☒ Fire
 - ☒ Emergency Medical Services

4. County's Responsibility.

A. Equipment. The County shall be responsible for obtaining, operating and maintaining enhanced 9-1-1 telecommunications equipment within the Sheriff's Communications Center pursuant to N.J.S.A. 52:17C-8(c) and the standards set forth by the Office of Emergency Telecommunications Services pursuant to N.J.S.A. 52:17C-3.

B. Timetable. The County shall ensure that all necessary steps are taken and time schedules are met in connection with the County's responsibilities under the State Plan and the Act for the implementation of the County's enhanced 9-1-1 system.

C. Staffing. The County shall provide adequate staffing for its PSAP's and PSDP's in accordance with the standards set forth in the Act and the implementing regulations.

D. Operational Standards. The County shall operate its PSAP's and PSDP's in compliance with the operational standards set forth in the Act and the implementing regulations.

E. Record Keeping. The County PSAP's and PSDP's shall maintain all documents and records of operation as required by the Act and the implementing regulations.

5. Employment. The Municipality shall not be deemed to be the employer of the County and as such, shall not be responsible for compensation, insurance, performance of work or the like.

6. **Compensation.** In consideration of the County providing the Municipality with the expanded (fire/emergency medical services) dispatching services set forth in Paragraph 3 of this Amended Agreement, the Municipality will pay the County \$10,000.00 per year for the receipt and dispatching of up to 5000 calls, which sum represents the County's minimum charge for the expanded dispatching services set forth above, for the remainder of the term of this Amended Agreement. Payment for the period February 7, 2008 through May 24, 2008 shall be pro rated and shall be due and payable upon the execution of this Amended Agreement. Thereafter, payments for subsequent Contract Years shall be made in four equal quarterly installments of \$2,500.00 each, which monies shall be due and payable on the 25th day of May, August, November, and February of every Contract Year for which this Amended Agreement is in effect. The Ocean County Finance Department shall bill the Municipality quarterly for all monies due and payable to the County.

7. **Term and Effective Date.** This Amended Agreement shall take effect on August 18, 2008 and shall continue in full force and effect until May 24, 2009. For the purposes of Paragraph 6 above, the annual Contract Year of this Agreement shall commence on May 25, 2008 and every May 25th thereafter for as long as this Amended Agreement is in effect.

8. **Termination.** Either party may terminate this Amended Agreement upon six (6) months' advance written notice to the other. During said six (6) month period, the parties will continue to perform their obligations and duties as set forth in the terms and conditions of this Amended Agreement. In the event that this Amended Agreement is terminated by the Municipality, said Municipality may not apply for County enhanced 9-1-1 Program for a period of one (1) year after the date of termination.

9. **Modifications and Alterations.** It is understood and agreed by and between the parties that this Amended Agreement contains the sole agreement of the parties and that no modifications or alterations

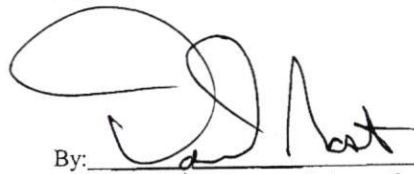
hereto shall become effective unless in writing and signed with the same formality as this Amended Agreement. This Amended Agreement supercedes all prior 9-1-1 Emergency Services Program Municipal Services Agreements executed by the parties, which Agreements, upon the execution of this Amended Agreement, are hereby rendered null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Agreement to be executed by their proper officers and their corporate seals to be hereto affixed, as of the day and year first above written.

ATTEST:

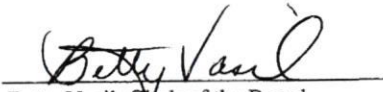
TOWNSHIP OF LACEY

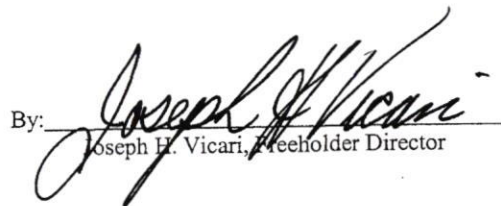

Veronica Laureight, Municipal Clerk


By: David Mast, Mayor

ATTEST:

COUNTY OF OCEAN


Betty Vasil, Clerk of the Board


By: Joseph H. Vicari, Freeholder Director

RESOLUTION
APRIL 7, 2010

WHEREAS, the County of Ocean has created and established an enhanced 911 Emergency Telecommunications System within the County of Ocean in accordance with the Emergency Telecommunications Services Act, N.J.S.A. 52:17C-1 et. seq.; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. seq. authorizes local units as defined in said capital act to enter into joint agreements for the provision of governmental services such as 911 Emergency Telecommunications Services; and

WHEREAS, the following municipalities wish to enter into Agreements with the County of Ocean for the provision of 911 Emergency Telecommunication Services Act and implementing regulations:

1. Township of Barnegat
2. Township of Barnegat Light
3. Borough of Bayhead
4. Borough of Beach Haven
5. Borough of Beachwood
6. Township of Berkeley
7. Township of Brick
8. Township of Eagleswood
9. Borough of Harvey Cedars
10. Borough of Island Heights
11. Township of Jackson
12. Township of Lacey
13. Borough of Lakehurst
14. Township of Lakewood
15. Borough of Lavallette
16. Township of Little Egg Harbor
17. Township of Long Beach
18. Township of Manchester
19. Borough of Mantoloking
20. Borough of Ocean Gate
21. Township of Ocean
22. Borough of Pine Beach
23. Township of Plumstead
24. Borough of Point Pleasant
25. Borough of Point Pleasant Beach
26. Borough of Seaside Heights
27. Borough of Ship Bottom
28. Borough of South Toms River
29. Township of Stafford
30. Borough of Surf City
31. Township of Toms River
32. Borough of Tuckerton
33. Borough of Seaside Park

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF OCEAN, AND STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute all Shared Service Agreements with the above municipalities for the provision of 911 Emergency Telecommunications Services as more particularly set forth in a contract authorizing same.
2. Copies of this Resolution and the Agreements shall be kept on file and open to public inspection in the office of the Clerk of the Board during normal business hours.
3. Certified copies of this Resolution be forwarded to:

Director, Ocean County Office of Emergency Management
Ocean County Comptroller
Office of Ocean County Counsel
Township of Barnegat
Township of Barnegat Light
Borough of Bayhead
Borough of Beach Haven
Borough of Beachwood
Township of Berkeley
Township of Brick
Township of Eagleswood
Borough of Harvey Cedars
Borough of Island Heights
Township of Jackson
Township of Lacey
Borough of Lakehurst
Township of Lakewood
Borough of Lavallette
Township of Little Egg Harbor
Township of Long Beach
Township of Manchester
Borough of Mantoloking
Borough of Ocean Gate
Township of Ocean
Borough of Pine Beach
Township of Plumstead
Borough of Point Pleasant
Borough of Point Pleasant Beach
Borough of Seaside Heights
Borough of Ship Bottom
Borough of South Toms River
Township of Stafford
Borough of Surf City
Township of Toms River
Borough of Tuckerton
Borough of Seaside Park

I certify the foregoing to be a
True copy of a Resolution *Adopted*
By the Board of Chosen Freeholders
of the County of Ocean on the
14th day of *April*, 20*10*
Betty Vasil
Betty Vasil
Clerk of the Board

OCEAN COUNTY EMERGENCY SERVICES PROGRAM
SHARED SERVICES AGREEMENT

THIS AGREEMENT, entered into on this 11th day of February 2010, between the **TOWNSHIP OF LACEY**, a municipal corporation of the State of New Jersey (hereinafter "Municipality") and the **COUNTY OF OCEAN**, a body politic of the State of New Jersey (hereinafter "County").

WHEREAS, N.J.A.C. 17:24-2.1 et seq. sets forth the technical requirements and operational standards for all components of the Statewide 9-1-1 network; and

WHEREAS, these rules define and allocate responsibility for planning, equipping, staffing, establishing, operating and maintaining Public Health Safety Dispatch Points and the Enhanced 9-1-1 network; and

WHEREAS, pursuant to N.J.A.C. 17:24-6.1 of these rules, the County is required to coordinate the implementation and operation of 9-1-1 activities within the County in accordance with the Emergency Telecommunications Services Act (hereinafter "Act"), N.J.S.A. 52:17C-1 et seq, and the rules promulgated thereunder; and

WHEREAS, pursuant to N.J.A.C. 17:24-6.2, the Office of Emergency Telecommunications Services in the Department of Law and Public Safety previously approved the County's 9-1-1 Emergency Telecommunications Plan; and

WHEREAS, the Act encourages the formation of Public Safety Answering Points that serve groups of municipalities in the interest of reducing cost and increasing the efficiency of administration; and

WHEREAS, the County has offered to all municipalities an opportunity to participate in the County's enhanced 9-1-1 Emergency Telecommunications Program; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes local units as defined in said Act to enter into joint agreements for the provision of governmental services; and

WHEREAS, the Municipality wishes to enter into an agreement with the County for the provision of the 9-1-1 emergency telecommunications services required under the Act and its implementing regulations and further wishes to designate the County as its general agent for the provision of the services set forth in Paragraph 3 herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority by law, the County and Municipality mutually agree as follows:

1. **General.** The County shall provide to the Municipality 9-1-1 emergency telecommunication services required under the Act and the regulations promulgated thereunder as more specifically set forth in Paragraph 3 herein.
2. **Definitions.** The following terms shall have the following meanings as used in this Agreement:

"Automatic Number Identification" (ANI) means an enhanced 9-1-1 service capability that enables the automatic display of the seven-digit number used to place a 9-1-1 call.

“Automatic Location Identification” (ALI) means an enhanced 9-1-1 service capability that enables the automatic display of information defining the geographical location of the telephone used to place a 9-1-1 call.

“Direct Dispatch” means 9-1-1 call answering and public safety dispatching is done by the personnel at the PSAP.

“Enhanced 9-1-1 Service” means a service consisting of telephone network features and public answering points provided for users of the public telephone system enabling the users to reach a public service answering point by dialing the digits “9-1-1”. The service directs 9-1-1 calls to appropriate public safety answering points by selective routing based on the location from which the call originated and provides for automatic Number Identification and Automatic Location Identification features.

“Full Service” means the provisions of PSAPS and PSDPS for police, fire and emergency medical services to be provided by Public or Private Safety Agencies. All 9-1- calls to be handled on a Full Service basis which require the dispatch of police, fire or emergency medical services will be handled by the direct dispatch method by the PSAP call-taker requiring no transfers or additional phone lines.

“Partial Service” means the provision of PSAPS for police, fire and emergency medical services for PSDPS for those emergency services indicated in Paragraph 3 hereof.

“Private Safety Agency” means an entity, except a municipality or a public safety agency, providing emergency medical services, fire fighting or other emergency services.

“Public Safety Agency” means a functional division of a municipality, a county or the State which dispatches or provides police, fire fighting, emergency medical services or other emergency services.

“Public Safety Answering Point” (PSAP) is the first point of reception of a 9-1-1 call and serves the jurisdiction in which it is located and/or other participating jurisdictions. A Public Safety Answering Point is a facility, operated on a 24-hour basis, assigned the responsibility of receiving 9-1-1 calls and, as appropriate, directly dispatching emergency response services or transferring or relaying emergency 9-1-1 calls to other Public Safety Agencies that act as secondary dispatchers.

“Public Safety Answer Point Only” means a Public Safety Answering Point which receives 9-1-1 calls and transfers or relays said calls to other Public Safety Agencies for dispatch.

“Public Safety Dispatch Points” (PSDP) means a location which provides dispatch services for one or more Public Safety Agencies.

3. **Services Provided.** The County shall provide the following emergency telecommunication services to the Municipality in accordance with the standards set forth in the Act and its implementing regulations:

- ☒ Full Service – PSAP
- ☐ PSAP only
- ☐ Full Service - PSDP for Police, Fire & Emergency Medical Services
- ☒ Partial Service – PSDP for Services indicated below:
 - ☒ Fire
 - ☒ Emergency Medical Services

4. **County's Responsibility.**

- a. **Equipment.** The County shall be responsible for obtaining, operating and maintaining enhanced 9-1-1 telecommunications equipment within the Sheriff's Communications Center pursuant to N.J.S.A. 52:17C-8(c) and the standards set forth by the Office of Emergency Telecommunications Services pursuant to N.J.S.A. 52:17C-3.
- b. **Timetable.** The County shall ensure that all necessary steps are taken and time schedules are met in connection with the County's responsibilities under the State Plan and the Act for the implementation of the County's enhanced 9-1-1 system.
- c. **Staffing.** The County shall provide adequate staffing for its PSAPS and PSDPS in accordance with the standards set forth in the Act and the implementing regulations.

e. Record Keeping. The County PSAPS and PSDPS shall maintain all documents and records of operation as required by the Act and the implementing regulations.

6. **Compensation.** In consideration of the County providing the Municipality with the expanded **(fire/emergency medical services)** dispatching services set forth in Paragraph 3 of this Amended Agreement, the Municipality will pay the County \$10,000.00 per year for the receipt and dispatching of up to 5000 calls, which sum represents the County's minimum charge for the expanded dispatching services set forth above, for the remainder of the term of this Amended Agreement. The Ocean County Finance Department shall bill the Municipality quarterly for all monies due and payable to the County.

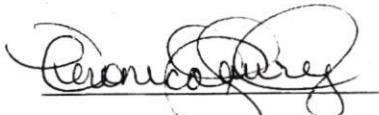
8. Termination. Either party may terminate this Agreement upon six (6) months advance written notice to the other. During said six (6) month period,

the parties will continue to perform their obligations and duties as set forth in the terms and conditions of this Agreement. In the event that this Agreement is terminated by the Municipality, said Municipality may not apply for County enhanced 9-1-1 Program for a period of one (1) year after the date of termination.

9. **Modifications and Alterations.** It is understood and agreed by and between the parties that this Agreement contains the sole agreement between the parties and that no modifications or alterations hereto shall become effective unless in writing and signed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers and their corporate seals to be hereto affixed, as of the day and year first above written.

ATTEST:


Municipal Clerk

TOWNSHIP OF LACEY


Mayor

ATTEST:


Betty Vasil, Clerk of the Board

COUNTY OF OCEAN


James F. Lacey, Freeholder Director



Ocean County Board of Chosen Freeholders

OFFICE OF THE
OCEAN COUNTY FREEHOLDERS

Director John P. Kelly
Deputy Director Gerry P. Little
Freeholder John C. Bartlett
Freeholder Virginia E. Haines
Freeholder Joseph H. Vicari

101 Hooper Ave
Toms River, New Jersey
08754-2191
Tel: 732-929-2005
Fax: 732-505-1918

Board Meeting Agenda

Date: December 21, 2016 - 4:00 PM
Location: Administration Building
Room 119
101 Hooper Avenue
Toms River, NJ 08754

Agenda: Authorizing Shared Service Agreements with various Municipalities for 9-1-1 Emergency Telecommunications Services.

Official Resolution#	2016001394						
Meeting Date	12/21/2016						
Introduced Date	12/21/2016						
Adopted Date	12/21/2016						
Agenda Item	i-16						
CAF #							
Purchase Req. #							
Result	Adopted						
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.
Kelly	✓				✓		
Little	✓		✓		✓		
Bartlett		✓					
Haines	✓			✓	✓		
Vicari	✓						✓

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

Betty Varil

Clerk Of The Board

RESOLUTION

December 21, 2016

WHEREAS, the County of Ocean has created and established an enhanced 911 Emergency Telecommunications System within the County of Ocean in accordance with the Emergency Telecommunications Services Act, N.J.S.A. 52:17C-1 et. seq.; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A 40A:65-1 et. seq. authorizes local units as defined in said capital act to enter into joint agreements for the provision of governmental services such as 911 Emergency Telecommunications Services; and

WHEREAS, the following municipalities wish to enter into Agreements with the County of Ocean for the provision of 911 Emergency Telecommunication Services Act and implementing regulations:

1. Township of Barnegat Light
2. Borough of Bayhead
3. Borough of Beach Haven
4. Borough of Beachwood
5. Township of Berkeley
6. Township of Brick
7. Township of Eagleswood
8. Borough of Harvey Cedars
9. Borough of Island Heights
10. Township of Lacey
11. Borough of Lakehurst
12. Township of Lakewood
13. Township of Little Egg Harbor
14. Township of Long Beach
15. Township of Manchester
16. Borough of Mantoloking
17. Borough of Ocean Gate
18. Township of Ocean
19. Borough of Pine Beach
20. Township of Plumstead
21. Borough of Point Pleasant
22. Borough of Point Pleasant Beach
23. Borough of Seaside Heights
24. Borough of Ship Bottom
25. Borough of South Toms River
26. Township of Stafford
27. Borough of Surf City
28. Township of Toms River
29. Borough of Tuckerton
30. Borough of Seaside Park

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF OCEAN, AND STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute all Shared Service Agreements with the above municipalities for the provision of 911 Emergency Telecommunications Services as more particularly set forth in a contract authorizing same.

2. Copies of this Resolution and the Agreements shall be kept on file and open to public inspection in the office of the Clerk of the Board during normal business hours.

3. Certified copies of this Resolution be forwarded to:

Director, Ocean County Office of Emergency Management
Ocean County Comptroller
Office of Ocean County Counsel
Township of Barnegat Light
Borough of Bayhead
Borough of Beach Haven
Borough of Beachwood
Township of Berkeley
Township of Brick
Township of Eagleswood
Borough of Harvey Cedars
Borough of Island Heights
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Borough of Point Pleasant
Borough of Point Pleasant Beach
Borough of Seaside Heights
Borough of Ship Bottom
Borough of South Toms River
Township of Stafford
Borough of Surf City
Township of Toms River
Borough of Tuckerton
Borough of Seaside Park

**TOWNSHIP OF LACEY
COUNTY 911 EMERGENCY SERVICES PROGRAM &
COMPUTER AIDED DISPATCH SUPPORT
MUNICIPAL SERVICES AGREEMENT**

THIS AGREEMENT, entered into on this 21st day of December, 2016, between the **TOWNSHIP OF LACEY**, a municipal corporation of the state of New Jersey (hereinafter "Municipality") and the **COUNTY OF OCEAN**, a body politic of the State of New Jersey (hereinafter "County").

WHEREAS, N.J.A.C. 17:24-2.1 et seq. sets forth the technical requirements and operational standards for all components of the Statewide 9-1-1 network; and

WHEREAS, these rules define and allocate responsibility for planning, equipping, staffing, establishing, operating and maintaining Public Safety Dispatch Points and the Enhanced 9-1-1 network; and

WHEREAS, pursuant to N.J.A.C. 17:24-6.1 of these rules, the County is required to coordinate the implementation and operation of 9-1-1 activities within the County in accordance with the Emergency Telecommunications Services Act (hereinafter "Act"), N.J.S.A. 52:17C-1 et seq., and the rules promulgated pursuant thereto; and

WHEREAS, pursuant to N.J.A.C. 17:24-6.2, the Office of Emergency Telecommunications Services in the Department of Law and Public Safety; has previously approved the County's 9-1-1 Emergency Telecommunications Plan; and

WHEREAS, the Act encourages the formation of Public Safety Answering Points that serve groups of municipalities in the interest of reducing cost and increasing the efficiency of administration; and

WHEREAS, the County has offered to all municipalities an opportunity to participate in the County's enhanced 9-1-1 Emergency Telecommunications Program; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.,

authorizes local units as defined in said Act to enter into joint agreements for the provision of governmental services; and

WHEREAS, the Municipality wishes to enter into an Agreement with the County for the provision of the 9-1-1 emergency telecommunications services required under the Act and its implementing regulations and further wishes to designate the County as its general agent for the provision of the services set forth in Paragraph 4 herein; and

WHEREAS, the Office of the Sheriff has implemented an integrated and comprehensive Computer-aided Dispatch system to enable all County law enforcement divisions to communicate seamlessly using real time data to make informed decisions, identify trends and manage resources efficiently; and

WHEREAS, the Computer-aided Dispatch system support is an optional service offered by the County to the any Municipality wishing to enter into an Agreement with the County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority provided by law, the County and the Municipality mutually agree as follows:

1. **General.** The County shall provide to the Municipality 9-1-1 emergency telecommunication services required under the Act and the regulations promulgated thereunder as more specifically set forth in Paragraph 3 herein.

2. **Computer-Aided Dispatch.** The County shall provide, where requested, support for the Computer-aided Dispatch system as more specifically set forth in Paragraph 8 herein.

3. **Definitions.** The following terms shall have the following meanings as used in this Agreement:

"Automatic Number Identification (ANI)" means an enhanced 9-1-1 service capability that

enables the automatic display of the seven-digit number used to place a 9-1-1 call.

“Automatic Location Identification (ALI)” means an enhanced 9-1-1 service capability that enables the automatic display of information defining the geographical location of the telephone used to place a 9-1-1 call.

“Direct Dispatch” means 9-1-1 call answering and public safety dispatching is done by the personnel at the PSAP.

“Enhanced 9-1-1 Service” means a service consisting of telephone network features and public answering points provided for users of the public telephone system enabling the users to reach a public service answering point by dialing the digits A9-1-1". The service directs 9-1-1 calls to appropriate public safety answering points by selective routing based on the location from which the call originated and provides for automatic Number Identification and Automatic Location Identification features.

“Full Service” means the provision of PSAP’S and PSDP’s (Direct Dispatch) for police, fire and emergency medical services to be provided by Public or Private Safety Agencies. All 9-1-1 calls to be handled on a Full Service basis which require the dispatch of police, fire or emergency medical services will be handled by the direct dispatch method by the PSAP call-taker requiring no transfers or additional phone lines.

“Partial Service” means the provision of PSAP’s for police, fire and emergency medical services and PSDP’s for those emergency services indicated in Paragraph 3 hereof.

“Private Safety Agency” means an entity, except a municipality or a public safety agency, providing emergency medical services, firefighting or other emergency services.

“Public Safety Agency” means a functional division of a municipality, a county or the State which dispatches or provides police, fire fighting, emergency medical services or other emergency services.

“Public Safety Answering Point (PSAP)” is the first point of reception of a 9-1-1 call and serves the jurisdiction in which it is located and/or other participating jurisdictions. A Public Safety Answering Point is a facility, operated on a 24-hour basis, assigned the responsibility of receiving 9-1-1 calls and, as appropriate, directly dispatching emergency response services or transferring or relaying emergency 9-1-1 calls to other Public Safety Agencies that act as secondary dispatchers.

“Public Safety Answer Point Only” means a Public Safety Answering Point which receives 9-1-1 calls and transfers or relays said calls to other Public Safety Agencies for dispatch.

“Public Safety Dispatch Points (PSDP)” means a location which provides dispatch services for one or more Public Safety Agencies.

“Computer-aided Dispatch Support” means technical support for the County’s software program used to initiate public safety calls for service, dispatch, and maintain the status of responding resources in the field (Optional).

4. **Services Provided.** The County shall provide the following emergency telecommunication services to the Municipality in accordance with the standards set forth in the Act and its implementing regulations:

☐ PSAP only

☐ PSAP / Full Service PSDP for Police, Fire & Emergency Medical Services

☒ PSAP / Partial Service PSDP for Services indicated below:

☐ Police

☒ Fire

☒ Emergency Medical Services

☐ CAD System Support

5. **County’s Responsibility.**

A. Equipment. The County shall be responsible for obtaining, operating and maintaining enhanced 9-1-1 telecommunications equipment within the Sheriff's Communications Center pursuant to N.J.S.A. 52:17C-8(c) and the standards set forth by the Office of Emergency Telecommunications Services pursuant to N.J.S.A. 52:17C-3.

B. Timetable. The County shall ensure that all necessary steps are taken and time schedules are met in connection with the County's responsibilities under the State Plan and the Act for the implementation of the County's enhanced 9-1-1 system.

C. Staffing. The County shall provide adequate staffing for its PSAP's and PSDP's in accordance with the standards set forth in the Act and the implementing regulations.

D. Operational Standards. The County shall operate its PSAP's and PSDP's in compliance with the operational standards set forth in the Act and the implementing regulations.

E. Record Keeping. The County PSAP's and PSDP's shall maintain all documents and records of operation as required by the Act and the implementing regulations.

6. Employment. The Municipality shall not be deemed to be the employer of the County and as such, shall not be responsible for compensation, insurance, performance of work or the like.

7. Compensation for Expanded Dispatching. In consideration of the County providing the Municipality with the expanded dispatching services set forth in Paragraph 4 of this Agreement, the Municipality will pay the County ten-thousand dollars (\$10,000.00) for the first year, which sum represents the County's base charge for the expanded dispatching services set forth above. Payment for the period May 26, 2016 through December 31, 2016, shall be five-thousand dollars \$5,000.00 and is due and payable to the County on or before March 1, 2017. Thereafter, payments for subsequent Contract Years shall be made in four equal quarterly installments of the base charge \$2,500.00 each, plus any increase pursuant to paragraph

10, herein, which monies shall be due and payable on the 1st day of February, May, August and November, of every Contract Year for which this Amended Agreement is in effect. The Ocean County Finance Department shall bill the Municipality for all monies due and payable to the County.

8. **Computer-aided Dispatch System Support.** Not Applicable.

9. **Compensation for Computer-aided Dispatch System Support.** Not Applicable.

10. **Escalation Clause.** Beginning January 1, 2018 and on each January 1 thereafter, for the duration of this agreement, the base annual charge for expanded dispatching services set forth above, shall increase by two percent (2%) and will be billed with the May 1st invoice.

11. **Term and Effective Date.** This Agreement shall take effect on May 26, 2016 and shall continue in full force and effect until December 31, 2021.

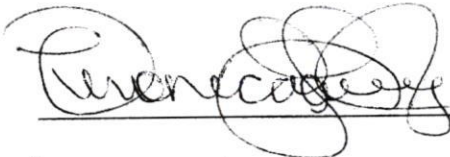
12. **Termination.** Either party may terminate this Agreement upon six (6) months' advance written notice to the other. During said six (6) month period, the parties will continue to perform their obligations and duties as set forth in the terms and conditions of this Agreement. In the event that this Agreement is terminated by the Municipality, said Municipality may not apply for County enhanced 9-1-1 Program for a period of one (1) year after the date of termination.

13. **Modifications and Alterations.** It is understood and agreed by and between the parties that this Agreement contains the sole agreement of the parties and that no modifications or alterations hereto shall become effective unless in writing and signed with the same formality as this Agreement. This Agreement supersedes all prior 9-1-1 Emergency Services Program Municipal Services Agreements executed by the parties, which Agreements, upon the execution of this Agreement, are hereby rendered null and void.

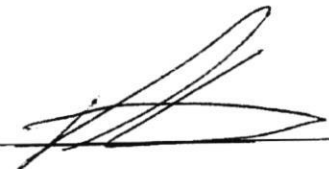
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers and their corporate seals to be hereto affixed, as of the day and year first above written.

ATTEST:

TOWNSHIP OF LACEY



Veronica Lauread, Municipal Clerk

By: 

Peter Curatolo, Mayor

ATTEST:

COUNTY OF OCEAN



Betty Vasil, Clerk of the Board

By: 

Joseph H. Vicari, Freeholder Director

RESOLUTION NO. 2016- 156

**RESOLUTION OF THE TOWNSHIP OF LACEY, COUNTY
OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING
THE EXECUTION OF A SHARED SERVICES AGREEMENT
WITH THE COUNTY OF OCEAN PURSUANT TO NJSA
40A:65-1 ET SEQ FOR 911 EMERGENCY
TELECOMMUNICATION SERVICES**

WHEREAS, pursuant to NJAC 17:24-6.1 the County is required to coordinate the implementation and operation of 911 activities within the County in accordance with the Emergency Telecommunications Services Act (hereinafter "Act"), NJSA 52:17C-1 et seq and the rules promulgated pursuant thereto; and

WHEREAS, pursuant to NJAC 17:24-6.2, the Office of Emergency Telecommunications Services in the Department of Law and Public Safety; has previously approved the County's 911 Telecommunications Plan; and

WHEREAS, the County has offered to all municipalities an opportunity to participate in the County's enhanced 911 Emergency Telecommunications Program; and

WHEREAS, the Uniform Shared Services and Consolidation Act, NJSA 40A:65-1 et seq., authorizes local units as defined in said Act to enter into joint agreements for the provision of governmental services; and

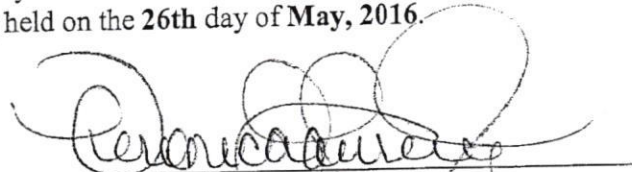
WHEREAS, the Township of Lacey wishes to enter into an agreement with the County of Ocean for the provision of 911 Emergency Telecommunication Services.

NOW, THEREFORE BE IT RESOLVED by the governing body of the Township of Lacey, County of Ocean, State of New Jersey, as follows:

1. That the Mayor and Township Clerk are hereby authorized and directed to enter into and execute a Shared Services Agreement with the County of Ocean for the provision of 911 Emergency Telecommunication services as more specifically set forth therein.
2. That a certified copy of this resolution and agreement is on file and available for public inspection at the Municipal Clerk's Office.
3. That a certified copy of this resolution and agreement shall be forwarded to the County of Ocean, the Chief Financial Officer and the Chief of Police.

CERTIFICATION

I, VERONICA LAUREIGH, do hereby certify that I, the undersigned, am the Township Clerk of the Township of Lacey and am duly authorized to certify resolutions adopted by the Township Committee at a regular meeting held on the **26th** day of **May, 2016**.



VERONICA LAUREIGH
Municipal Clerk/Administrator

Contract Period: May 26, 2016 to May 25, 2023