

SHARED SERVICE AGREEMENT
FOR THE PROVISION OF EMERGENCY DISPATCH SERVICES
BY THE COUNTY OF MONMOUTH, THROUGH
THE MONMOUTH COUNTY SHERIFF'S OFFICE, COMMUNICATIONS DIVISION

THIS SHARED SERVICE AGREEMENT (the "Agreement") is made this 7th day of February 2023 by and between the COUNTY OF MONMOUTH, a body politic of the State of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 and the MONMOUTH COUNTY SHERIFF'S OFFICE with its principal offices located at 2500 Kozloski Road, Freehold, New Jersey 07728 (hereinafter jointly referred to as the "County"), and the Borough of Farmingdale, in the County of Monmouth, a municipal corporation of the State of New Jersey, (referred to as the "Municipality").

IT IS AGREED

1. Services.

- The County, under the auspices of the Monmouth County Sheriff's Office, Communications Division, will serve as the Public Safety Answering Point (PSAP) for the Municipality, in accordance with the participation plan previously submitted by the Municipality. The County will provide all calls to the Municipality by call relay, transfer, or direct emergency dispatch, in accordance with the Municipality's participation plan. The system will meet the technical requirements and operational standards set forth in *N.J.A.C. 17:24-1*, et seq. The County will provide direct emergency dispatch services for Police, Fire and Emergency Medical Services (EMS) for the Municipality.
- The County will provide computer related services to support any call taking and dispatching functions for the Municipality as may be required. Public safety software and related features/capabilities may include, but are not limited to, mobile client, field reporting, Computer Aided Dispatch (CAD) and records management.
- The Municipality will maintain and support all local hardware, routers and air cards.
- The County will maintain and support all core infrastructure equipment and systems located at the Communications Division, which includes all routers and servers.
- If the Municipality decides to procure and utilize an Automatic License Plate Recognition (ALPR) system, then the County will physically store and maintain a server environment to host a regional ALPR system, subject to the following provisions:
 - i. The Municipality shall procure and maintain all local equipment to operate an ALPR system, including all recurring costs associated with setting up the local ALPR system. This equipment shall include, but not be limited to client computers, local servers, cameras, network infrastructure to connect to the regional ALPR network.
 - ii. The County shall have the Municipality's ALPR data available 24/7 or for the maximum uptime, given routine server service and unplanned outages.
 - iii. The regional server environment shall be redundant, to minimize downtime and to ensure the highest level of system availability.
 - iv. Both parties shall employ the same data security practices when utilizing the local ALPR system as is required when accessing and utilizing the National Crime Information Center (NCIC) system.

2. **Term.** The County shall provide said services for a three (3) year period commencing January 1, 2023, or as soon thereafter as the services begin, through December 31, 2025.
3. **Compensation.** The full 2023 fee to be paid by the Municipality shall be \$7,647.00. The annual fee for the 2nd and 3rd years of the Agreement shall be subject to a **2% increase** for each year. Upon receipt of a proper invoice from the County, the Municipality shall pay the annual fee on or about April 1st of each year.

Municipality contact person who handles billing:

Name: Corinne DiCorcia Williams

Title: Borough Clerk

Phone & Email: 732-938-4077 & clerk@farmingdaleborough.org

4. **Authorization.** This Agreement is permitted under the New Jersey Uniform Shared Services and Consolidation Act pursuant to *N.J.S.A. 40A:65-1*, et seq.
5. **Indemnification.** The County shall defend, indemnify and save harmless the Municipality, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the Municipality may be subjected by reason of any actions or inactions by the County or its officers, agents or employees.

The Municipality shall defend, indemnify and save harmless the County, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the County may be subjected by reason of any actions or inactions by the Municipality or its officers, agents or employees.

6. **Termination.** Either party may terminate this Agreement with a minimum of ninety (90) days written notice, with or without cause. The County explicitly reserves the right to terminate this Agreement upon immediate written notice for the following reasons:
 - (a) The Municipality has failed to make timely payment for services rendered, in response to the County's invoice.
 - (b) The Municipality has failed to comply with the State and County system guidelines, provided that the Municipality has been notified of the failure(s) and not cured the failure(s) within a reasonable time following such notice.
7. **Filing of Agreement.** The Clerk of the County's Board of Chosen Freeholders shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs.

8. **Authority to Execute.** Each party to this Agreement represents to the other party that its governing body has duly adopted a resolution or ordinance authorizing the execution of this Agreement.
9. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.
10. **Counterparts.** This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
11. **Notices.** Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the County:

County of Monmouth

Address: **1 East Main Street, Freehold, New Jersey 07728**

Attn: **Elizabeth Perez, Shared Services Coordinator**

Email: Elizabeth.perez@co.monmouth.nj.us

Fax:

To the Municipality:

Borough of Farmingdale

Address: **11 Asbury Avenue, Farmingdale, New Jersey 07727**

Attn: **Borough Clerk**

Email: clerk@farmingdaleborough.org

Fax:

Or to such other address or individual as any party may from time to time notify the other.

* SIGNATURE PAGE TO FOLLOW *

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, attested and sealed by their respective and duly authorized officials.

COUNTY OF MONMOUTH

BOROUGH OF FARMINGDALE

By: Thomas A. Arnone
Title: Commissioner Director

By: James A. Daly
Title: Mayor, Borough of Farmingdale

Date: _____

Date: February 7, 2023

ATTEST:

ATTEST:

Tamara Brown
Monmouth County Clerk of the Board

Corinne DiCorcia Williams
Borough Clerk

MONMOUTH COUNTY SHERIFF'S OFFICE

By: Shaun Golden
Title: Sheriff

Date: _____

WITNESS/ATTEST:

**BOROUGH OF FARMINGDALE
COUNTY OF MONMOUTH, STATE OF NEW JERSEY**

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilwoman Linszky	X		X			
Councilman Steinfeld			X			
Councilman Dyevoich			X			
Councilman Brandl		X	X			
Councilwoman Corallo			X			
Councilwoman Sagan			X			
Mayor Daly						

CERTIFICATION

I, Corinne DiCorcia Williams, Borough Clerk of the Borough of Farmingdale do hereby certify this to be a true and exact copy of a resolution adopted by the Governing Body of the Borough of Farmingdale, County of Monmouth, State of New Jersey at the regular meeting held on February 7, 2023



C.M. DiCorcia Williams, RMC, Borough Clerk



BOROUGH OF FARMINGDALE

"Today's Town...with Yesterday's Touch"

11 Asbury Avenue
Farmingdale, New Jersey 07727

County of Monmouth
Attn: Elizabeth Perez, Shared Services Coordinator
1 East Main Street
Freehold, New Jersey 07728

February 8, 2023

RE: Shared Service Agreement – Emergency Dispatch and Public Safety Answering Point Services

Dear Ms. Perez:

Enclosed please three partially executed copies of the above referenced agreement, along with a resolution authorizing the same. Please return one fully executed copy to my attention at your convenience.

Thank you for your time. If you need anything further, please do not hesitate to contact me at clerk@farmingdaleborough.org

Respectfully,

COPY

Corinne DiCorcia Williams, RMC
Borough of Farmingdale

2/8/23
await
fully
executed
copy

Enc.

**SHARED SERVICE AGREEMENT
FOR THE PROVISION OF EMERGENCY DISPATCH SERVICES BY THE COUNTY OF MONMOUTH,
THROUGH THE MONMOUTH COUNTY SHERIFF'S OFFICE, COMMUNICATIONS DIVISION**

THIS SHARED SERVICE AGREEMENT (the "Agreement") is made this 7th day of April 2020 by and between the COUNTY OF MONMOUTH, a body politic of the Borough of Farmingdale State of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 and the MONMOUTH COUNTY SHERIFF'S OFFICE with its principal offices located at 2500 Kozloski Road, Freehold, New Jersey 07728 (hereinafter jointly referred to as the "County"), and BOROUGH OF FARMINGDALE, in the County of Monmouth, a municipal corporation of the State of New Jersey, (referred to as the "Municipality").

IT IS AGREED

1. **Services.** The County, under the auspices of the Monmouth County Sheriffs Office, Communications Division, will serve as the Public Safety Answering Point (PSAP) for the Municipality, in accordance with the participation plan previously submitted by the Municipality. The County will provide all calls to the Municipality by call relay, transfer, or direct emergency dispatch, in accordance with the Municipality's participation plan. The system will meet the technical requirements and operational standards set forth in N.J. A. C.17:24-1, et seq. The County will provide direct emergency dispatch services for Police, Fire and Emergency Medical Services (EMS) for the Municipality.

The County will provide computer related services to support any call taking and dispatching functions for the Municipality as may be required. Public safety software and related features/capabilities may include, but are not limited to, mobile client, field reporting, Computer Aided Dispatch (CAD) and records management. The Municipality will maintain and support all local hardware, routers and air cards.

The County will maintain and support all core infrastructure equipment and systems located at the Communications Division, which includes all routers and servers.

If the Municipality decides to procure and utilize an Automatic License Plate Recognition (ALPR) system, then the County will physically store and maintain a server environment to host a regional ALPR system, subject to the following provisions:

- I. The Municipality shall procure and maintain all local equipment to operate an ALPR system, including all recurring costs associated with setting up the local ALPR system. This equipment shall include, but not be limited to client computers, local servers, cameras, network infrastructure to connect to the regional ALPR network.
- II. The County shall have the Municipality's ALPR data available 24/7 or for the maximum uptime, given routine server service and unplanned outages.
- III. The regional server environment shall be redundant, to minimize downtime and to ensure the highest level of system availability.
- IV. Both parties shall employ the same data security practices when utilizing the local ALPR system as is required when accessing and utilizing the National Crime Information Center (NCIC) system.

2. **Term.** The County shall provide said services for a three (3) year period commencing January 1, 2020, or as soon thereafter as the services begin, through December 31, 2022.

3. **Compensation.** The full 2020 fee to be paid by the Municipality shall be \$71313.00. The annual fee for the 2nd and 3rd years of the Agreement shall be subject to a 1.5% increase for each year. Upon receipt of a proper invoice from the County, the Municipality shall pay the annual fee on or about April 1st of each year.

Municipality contact person who handles billing:

Name: Elizabeth Griffin

Title: Office Clerk/Finance & Collections

Phone & Email: 732-938-4077

lgriffin@farmingdaleborough.org

4. Authorization. This Agreement is permitted under the New Jersey Uniform Shared Services and Consolidation Act pursuant to N.J.S.A. 40A:65-1, et seq.
5. Indemnification. The County shall defend, indemnify and save harmless the Municipality, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the Municipality may be subjected by reason of any actions or inactions by the County or its officers, agents or employees.
The Municipality shall defend, indemnify and save harmless the County, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the County may be subjected by reason of any actions or inactions by the Municipality or its officers, agents or employees.
6. Termination. Either party may terminate this Agreement with a minimum of ninety (90) days written notice, with or without cause. The County explicitly reserves the right to terminate this Agreement upon immediate written notice for the following reasons:
 - (a) The Municipality has failed to make timely payment for services rendered, in response to the County's invoice.
 - (b) The Municipality has failed to comply with the State and County system guidelines, provided that the Municipality has been notified of the failure(s) and not cured the failure(s) within a reasonable time following such notice.
7. Filing of Agreement. The Clerk of the County's Board of Chosen Freeholders shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs.
8. Authority to Execute. Each party to this Agreement represents to the other party that its governing body has duly adopted a resolution or ordinance authorizing the execution of this Agreement.
9. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.
10. Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
11. Notices. Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the County: County of Monmouth

Address: 1 East Main street, Freehold NJ 07728

Attn: Elizabeth Perez, Shared Services Coordinator Email: Elizabeth.perez@co.monmouth.nj.us

To the Municipality: Borough of Farmingdale

Address: 11 Asbury Avenue, Farmingdale, New Jersey 07727

Attn: Borough Clerk Email: clerk@farmingdaleborough.org

Or to such other address or individual as any party may from time to time notify the other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, attested and sealed by their respective and duly authorized officials.

COUNTY OF MONMOUTH

By: _____
Thomas A. Arnone
Freeholder Director

Date:

Marion Masnick
Clerk of the Board

MONMOUTH COUNTY SHERIFF'S OFFICE

By: _____
Shaun Golden
Sheriff

Date:

WITNESS/ATTEST:

BOROUGH OF FARMINGDALE

By: _____
James A. Daly
Mayor, Borough of Farmingdale

Date:

CMO, Corcoria
Corinne DiCorcia
Borough Clerk

**BOROUGH OF FARMINGDALE
COUNTY OF MONMOUTH, STATE OF NEW JERSEY**

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilman Romano			X			
Councilwoman Linszky	X		X			
Councilman Steinfeld			X			
Councilman Dyevoich			X			
Councilman Brandl			X			
Councilwoman Corallo		X	X			
Mayor Daly						

CERTIFICATION

I, Corinne DiCorcia, Borough Clerk of the Borough of Farmingdale do hereby certify this to be a true and exact copy of a resolution adopted by the Governing Body of the Borough of Farmingdale, County of Monmouth, State of New Jersey at a regular meeting held on April 7, 2020.


 Corinne M. DiCorcia, RMC, Borough Clerk

MUNICIPAL BUILDING
11 Asbury Avenue
Farmingdale, New Jersey 07727

Borough Office Hours
8:30 a.m. to 4:00 p.m.
Phone: 732-938-4077
Fax: 732-938-2023



BOROUGH COUNCIL MEETS
1st & 3rd Tuesdays @ 7:00 p.m.

Community Center
13 Asbury Avenue
Farmingdale, New Jersey 07727

BOROUGH OF FARMINGDALE

April 8, 2020

Ms. Elizabeth Perez
Shared Services Coordinator
County of Monmouth
1 East Main Street
Freehold, New Jersey 07728

**RE: CONTRACT AND RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT FOR
Emergency Dispatch Services**

Dear Ms. Perez:

Please find enclosed two partially executed copies of the above noted contract together with a certified copy of the approval resolution for your files. Please return one fully executed copies of the contract at your earliest convenience.

If anything additional is needed, please do not hesitate to contact me.

Very truly yours,

CMO. Concia

Corinne DiCorcia, RMC
Borough Clerk
clerk@farmingdaleborough.org

Enclosures

MUNICIPAL BUILDING
11 Asbury Avenue
Farmingdale, New Jersey 07727

Borough Office Hours
8:30 a.m. to 4:00 p.m.
Phone: 732-938-4077
Fax: 732-938-2023



BOROUGH COUNCIL MEETS
1st & 3rd Tuesdays @ 7:00 p.m.

Community Center
13 Asbury Avenue
Farmingdale, New Jersey 07727

BOROUGH OF FARMINGDALE

April 8, 2020

Ms. Elizabeth Perez
Shared Services Coordinator
County of Monmouth
1 East Main Street
Freehold, New Jersey 07728

**RE: CONTRACT AND RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT FOR
Emergency Dispatch Services**

Dear Ms. Perez:

Please find enclosed two partially executed copies of the above noted contract together with a certified copy of the approval resolution for your files. Please return one fully executed copies of the contract at your earliest convenience.

If anything additional is needed, please do not hesitate to contact me.

Very truly yours,

CMC DiCorcia

Corinne DiCorcia, RMC
Borough Clerk
clerk@farmingdaleborough.org

→ File Copy

Enclosures