



RESOLUTION NO. 2019-372

**City of Asbury Park
County of Monmouth
State of New Jersey**

**RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF
UNDERSTANDING (M.O.U.) BETWEEN THE COUNTY OF MONMOUTH, THE
TOWNSHIP OF NEPTUNE, AND THE CITY OF ASBURY PARK**

WHEREAS, there exists an approximate 1.25 square mile area located in both the Township of Neptune (“Neptune”) and the City of Asbury Park (“Asbury Park”), that is plagued by gunfire and violent crime; and

WHEREAS, there exists technology that proactively addresses gun violence issues by detecting over ninety percent (90%) of gunfire incidents with a precise location in less than sixty (60) seconds, in order to help improve law enforcement response time (the “Gunfire Technology”); and

WHEREAS, Asbury Park has previously purchased and installed its own camera surveillance system which is maintained by a third-party contractor; and

WHEREAS, Neptune has also previously purchased and installed its own camera surveillance system which is maintained by a third-party contractor; and

WHEREAS, the County of Monmouth (the “County”), through the County Prosecutor’s Office, wishes to work with Asbury Park and Neptune in order to implement the Gunfire Technology within the 1.25 square mile area of concern, by connecting the Asbury Park and the Neptune current camera systems and equipping them with the Gunfire Technology; and

WHEREAS, Asbury Park, Neptune and the County (hereinafter collectively referred to as the “parties”) have negotiated a proposed form of Memorandum of Understanding (the “M.O.U.”) which contains all of the terms and conditions associated with establishing the Gunfire Technology in Asbury Park and Neptune; and

WHEREAS, a copy of the proposed M.O.U. is attached hereto and made a part hereof; and

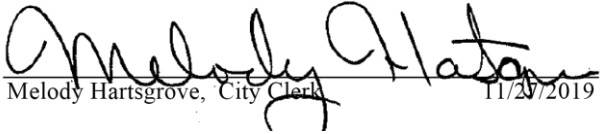
WHEREAS, the Mayor and Council of Asbury Park have determined that it would be in the best interests of the health, safety and welfare of the residents of Asbury Park, and the general public, to enter into the attached M.O.U. regarding the establishment of the Gunfire Technology in Asbury Park and Neptune, under the terms and conditions set forth therein.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park as follows:

1. That the attached M.O.U. is hereby approved.
2. That the Mayor is hereby authorized to execute, and the Deputy City Clerk to attest, the attached M.O.U. on behalf of Asbury Park.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Monmouth County Prosecutor's Office
132 Jerseyville Avenue
Freehold, NJ 07728
Attn: Christopher J. Gramiccioni, County Prosecutor
 - b. Township of Neptune
25 Neptune Boulevard
Neptune, NJ 07554
Attn: Richard J. Cuttrell, Municipal Clerk
 - c. Michael Capabianco, City Manager;
 - d. David Kelso, Police Chief;
 - e. JoAnn Boos, CFO;
 - f. Frederick C. Raffetto, Esq., City Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-372 which was finally adopted by the City Council at a meeting held on the 26th day of November, 2019

CERTIFIED BY ME THIS 27th DAY OF November, 2019.


Melody Harts Grove, City Clerk 11/20/2019

MELODY HARTSGROVE
CITY CLERK

✓ Vote Record - Resolution 2019-372						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Second Reading			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Second	☒	☐	☐	☐
	Yvonne Clayton	Voter	☒	☐	☐	☐
	Jesse Kendle	Voter	☐	☐	☐	☒
	Amy Quinn	Mover	☒	☐	☐	☐
	John Moor	Voter	☒	☐	☐	☐

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE COUNTY OF MONMOUTH, THE CITY OF
ASBURY PARK AND THE TOWNSHIP OF NEPTUNE**

This Memorandum of Understanding is entered into on this _____ day of _____, 2019, by and between the County of Monmouth (hereinafter referred to as the “County”), the City of Asbury Park (hereinafter referred to as “Asbury”) and the Township of Neptune (hereinafter referred to as “Neptune”).

WHEREAS, there exists an approximate 1.25 square mile area located in both Asbury and Neptune, that is plagued by gunfire and violent crime; and

WHEREAS, there exists technology that proactively addresses gun violence issues by detecting over 90% of gunfire incidents with a precise location in less than 60 seconds, in order to help improve law enforcement response time (the “gunfire technology”); and

WHEREAS, Asbury has previously purchased and installed its own camera surveillance system which is maintained by a third party contractor; and

WHEREAS, Neptune has previously purchased and installed its own camera surveillance system which is maintained by a third party contractor; and

WHEREAS, the County, through the Monmouth County Prosecutor’s Office, wishes to work with Asbury and Neptune in order to implement the gunfire technology within the 1.25 square mile area of concern, by connecting Asbury’s and Neptune’s current camera systems and equipping them with the gunfire technology; and

NOW, THEREFORE, in consideration of the forgoing recitals, the County, Asbury and Neptune (collectively the “Parties”) agree as follows:

I. Responsibilities/Acknowledgments of the Parties

A. The County agrees to pay all costs necessary to establish the gunfire technology in Asbury and Neptune, which shall include all service fees and licensing costs payable to the gunfire technology contractor for calendar year 2020, as well as the costs necessary to connect Asbury’s and Neptune’s camera systems to the gunfire technology via their current camera service providers.

The total amount of such initial purchase by the County is estimated to be \$180,285.63, broken down as follows:

- \$100,750.00 payable to the gunfire technology contractor.
- \$47,045.00 payable to Neptune's third party camera contractor.
- \$32,490.63 payable to Asbury's third party camera contractor.

These prices shall be subject to modification, upon agreement of the Parties.

B. After year one (calendar year 2020), Asbury and Neptune agree to be responsible for the payment of all costs necessary to keep the gunfire technology active for a minimum of two years (calendar years 2021 and 2022), at a total estimated cost of \$90,750.00 per year.

C. Asbury agrees to pay the gunfire technology contractor 60% of all costs required to maintain the gunfire technology on an annual basis, for calendar years 2021 and 2022.

D. Neptune agrees to pay the gunfire technology contractor 40% of all costs required to maintain the gunfire technology on an annual basis, for calendar years 2021 and 2022.

E. Asbury and Neptune agree to service and maintain their existing camera systems via separate service contracts with their respective third party contractors throughout the duration of this MOU.

II. Cooperation by the Parties/Access to Data.

A. The Parties acknowledge that when the gunfire technology receives a gunshot alert, notification of the latitude and longitude and related data, will be sent to the Asbury Park Police Department, the Neptune Township Police Department, the Monmouth County Sheriff's Office and to the Monmouth County Prosecutor's Office.

B. Upon receiving a notification from the gunfire technology, the jurisdiction where the gunshot was detected will obtain the video footage from its respective camera system. This video footage shall be considered evidential and shall be archived and stored in accordance with the Monmouth County Prosecutor's Office Evidence Manual. It shall also be made available to the Monmouth County Prosecutor's Office upon written request.

III. Inspection of Equipment. Upon advance written notice, the Monmouth County Prosecutor's Office shall have the right to inspect Asbury's and/or Neptune's camera interfacing and archiving equipment to ensure its functionality with the gunfire technology.

IV. Governing Law / Compliance with Law. The MOU shall be governed, interpreted and construed in accordance with the laws of the State of New Jersey. Venue for any cause of action which may arise out of or be connected with this MOU shall be in Monmouth County, NJ unless changed by mutual agreement by the Parties.

V. Execution in Counterparts. This MOU 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.

VI. Notices. Any notices that are provided pursuant to this MOU shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the County:

Monmouth County Prosecutor's Office
132 Jerseyville Ave.
Freehold, NJ 07728
Attn: Christopher J. Gramiccioni, County Prosecutor
Email: CGramiccioni@mcponj.org
Phone: 732-431-7160
Fax: 732-409-3673

To Asbury:

City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712
Attn: Michael Capabianco, City Manager
Email: michael.capabianco@cityofasburypark.com
Phone: 732-502-5755

To Neptune:

Township of Neptune
25 Neptune Blvd.
Neptune, NJ 07754-1125
Attn: Richard J. Cuttrell, Municipal Clerk
Email: Rcuttrell@neptunetownship.org
Phone: 732-988-5200 x234

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 executed this MOU.

ATTEST OR WITNESS:

COUNTY OF MONMOUTH

Lori Linskey
First Assistant Prosecutor

By: _____
Christopher J. Gramiccioni
Monmouth County Prosecutor

ATTEST OR WITNESS:

CITY OF ASBURY PARK

Melody Hartsgrove
Deputy Clerk

By: _____
John Moor, Mayor

ATTEST OR WITNESS:

TOWNSHIP OF NEPTUNE

Richard J. Cuttrell
Municipal Clerk

By: _____
Carol J. Rizzo, Mayor