

**BOROUGH OF NEW PROVIDENCE
ORDINANCE 2012-15**

**AN ORDINANCE OF THE BOROUGH OF NEW PROVIDENCE CREATING A JOINT
MEETING BETWEEN THE CITY OF SUMMIT AND THE BOROUGH OF NEW
PROVIDENCE FOR EMERGENCY DISPATCH SERVICES, TO BE KNOWN AS THE
NEW PROVIDENCE & SUMMIT EMERGENCY SERVICES DISPATCH CENTER**

BE IT ORDAINED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, as follows:

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., (hereinafter referred to as the "Statute") provides that local units may enter into a joint contract, to provide for the formation of a joint meeting for the joint operation of any public services, public improvements, works, facilities, or undertakings which the local units are empowered to operate; and

WHEREAS, the joint contract may provide for joint services, including, but not limited to, general government administration, health, police and fire protection, which any contracting local unit is authorized to provide; and

WHEREAS, the City of Summit ("Summit") and the Borough of New Providence ("New Providence") (Summit and New Providence together with other municipalities who have executed the joint contract shall hereinafter be referred to as "Participating Local Units") are in need of dispatch services to ensure public safety and wish to aggregate their collective emergency dispatch services in order to negotiate emergency dispatch services in a cost-effective manner, furthering the public interest entrusted to such a joint meeting; and

WHEREAS, the governing bodies of the Participating Local Units have determined that, for reasons of efficiency and economy, membership in the Joint Meeting is in the best interest of the Participating Local Units, and eliminating the provision of dispatch services by each Participating Local Unit and procuring said services from the Joint Meeting is prudent and fiscally sound; and.

WHEREAS, Summit and New Providence have negotiated and agreed upon the terms and conditions of such a joint contract; and

WHEREAS, the joint contract, specifying those terms and conditions, has been prepared and has been reviewed, which agreement is entitled, "AGREEMENT BOROUGH OF NEW PROVIDENCE & CITY OF SUMMIT EMERGENCY SERVICES DISPATCH CENTER"; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF NEW PROVIDENCE, as follows:

Article I. General Provisions.

Section 1. Name.

1.1 This meeting, composed of members of the governing bodies of the municipalities of Summit and New Providence, located in the County of Union, in the State of New Jersey, shall be known as the "**NEW PROVIDENCE & SUMMIT EMERGENCY SERVICES**

DISPATCH CENTER” (hereinafter referred to as the “Shared Dispatch Center”)

Section 2. Purpose.

2.1 On behalf of the Participating Local Units, the purpose of the Joint Meeting shall be to plan, administer, operate and manage public safety central dispatching services and emergency 911 (call routing) dispatching services on a 24-hour per day basis whose services shall include, but not be limited to, the following:

2.1.1. Accept all calls and promptly dispatch emergency response vehicles and personnel of the Participating Local Units or Service Contract Units, and activate sirens, alarms, or other emergency signals when appropriate;

2.1.2. Receive non-emergency calls and handle administrative functions of the Participating Local Units’ dispatch function;

2.1.3. Maintain a log of all calls received and dispatched, showing date, time, source, and disposition of each call and as may be required by and in accordance with the Laws of the State of New Jersey;

2.1.4. Furnish regular reports of activities to the Participating Local Units;

2.1.5. Obtain necessary information to fulfill the mission of emergency dispatch for the Participating Local Units or Service Contract Units from the New Jersey Motor Vehicle Commission and other Criminal Justice Systems; and

2.1.6. Establish operating procedures to assure efficient management and operations of the Shared Dispatch Center.

Section 3. Location of Office.

3.1 The Joint Meeting’s principal office shall be at the New Providence Municipal Center located at 360 Elkwood Avenue, New Providence, New Jersey.

Section 4. Powers.

4.1 The Joint Meeting shall be a public body corporate and politic constituting a political subdivision of the State exercising public and essential governmental functions to provide for the public health and welfare. The Joint Meeting, through the Management Committee, may exercise the following powers and authority:

4.1.1. To sue and be sued;

4.1.2. To acquire and hold real and personal property by deed, gift, grant, lease, purchase, condemnation or otherwise;

4.1.3. To enter into any and all contracts or agreements and to execute any and all instruments;

4.1.4. To do and perform any and all acts or things necessary, convenient, or desirable for the purposes of the Joint Meeting or to carry out any powers expressly provided for in N.J.S.A. 40A:65-1 et seq.;

4.1.5 To sell real and personal property owned by the Joint Meeting at public sale;

4.1.6. To operate all services, lands, public improvements, works, facilities, or undertakings for the purposes and objects of the Joint Meeting;

4.1.7. To enter into a contract or contracts providing for or relating to the use of its services, lands, public improvements, works, facilities or undertakings, or any part thereof, by local units who are not members of the Joint Meeting ("Service Contract Units"), and other persons, upon payment of charges as hereinafter provided for or as fixed by the Management Committee;

4.1.8. To receive whatever State or Federal aid or grants that may be available for the purposes of the Joint Meeting and to make and perform such agreements and contracts as may be necessary or convenient in connection with the application for, procurement, acceptance, or disposition of such State or Federal aid or grants; and

4.1.9. To acquire, maintain, use and operate lands, public improvements, works or facilities in any municipality in the State, except where the governing body of such municipality, by resolution adopted within 60 days after receipt of written notice of intention to so acquire, maintain, use or operate, shall find that the same would adversely affect the governmental operations and functions and the exercise of the police powers of such municipality.

Section 5. Specific Powers.

5.1 The Joint Meeting shall not:

5.1.1. Obligate itself to any capital expenditure over \$100,000 in the aggregate in any calendar year without the approval of the governing bodies of the Participating Local Units;

5.1.2. Acquire or accept or dispose of any real property or any interest therein, or enter into any lease for any real property, without the consent of the governing body of each Participating Local Unit;

5.1.3. Incur any indebtedness outside the ordinary course of operations without the consent of the governing body of each Participating Local Unit;

5.1.4 Acquire, maintain, use or operate any lands, public improvements, works or facilities in any municipality in the State, except for its principal place of business and any necessary connections thereto, without the consent of the governing body of each Participating Local Unit.

Section 6. Compliance with Laws.

6.1 The Joint Meeting shall comply with all applicable laws and regulations, including, but not limited to conducting its affairs pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11- 1 et seq.), the Local Lands & Building Law (N.J.S.A. 40A:12-1 et seq.), the Local Budget Law (N.J.S.A. 40A:4-1 et seq.), the Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq.) and the regulations promulgated by the Local Finance Board or the Division of Local Government Services in the New Jersey Department of Community Affairs.

Section 7. Terms and Conditions.

7.1 The terms and conditions of the Joint Meeting, including times of meetings, powers and composition of Management Committee and other officials of the Joint Meeting, shall be set forth in detail in the joint contract.

Article III. Miscellaneous Provisions.

Section 1. Admission of New Participating Local Unit.

1.1 Additional Local Units may join the Joint Meeting by written addendum to the joint contract, with the approval of the majority of the governing bodies of the Participating Local Units, upon recommendation by the Joint Meeting, with terms and conditions as agreed upon.

Section 2. Term.

2.1 The Joint Meeting shall remain in full force and effect for a period of three full years, plus the remainder of the year in which the joint contract is signed, and shall renew automatically for additional terms of three (3) years, not to exceed a total of forty years.

Section 3. Effective Date.

3.1 This ordinance shall take effect upon final passage and publication as provided by law.

INTRODUCTION: November 12, 2012
PUBLIC HEARING: November 26, 2012
ADOPTION: November 26, 2012

BOROUGH OF NEW PROVIDENCE
COUNTY OF UNION
STATE OF NEW JERSEY

J. Brooke Hern, Mayor

Attest:

Wendi B. Barry, Borough Clerk