

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: EGG HARBOR TOWNSHIP COUNTY: ATLANTIC

RECIPIENT: BOROUGH OF LONGPORT COUNTY: ATLANTIC

BRIEF DESCRIPTION OF SERVICE:

DISPATCH SERVICES

EFFECTIVE DATE: SEPTEMBER 1, 2015

EXPIRATION DATE: DECEMBER 31, 2017

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**SHARED SERVICES AGREEMENT**  
**between**  
**TOWNSHIP OF EGG HARBOR**  
**and**  
**BOROUGH OF LONGPORT**  
**for**  
**Dispatch Services**

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**THIS AGREEMENT** is made this 25<sup>th</sup> day of July 2015 by and between:

**TOWNSHIP OF EGG HARBOR**, a municipal corporation located in the County of Atlantic, State of New Jersey, with its principal office located at 3515 Bargaintown Road, Egg Harbor Township, New Jersey 08234 (hereinafter "Provider") and the **BOROUGH OF LONGPORT**, a municipal corporation located in the County of Atlantic, State of New Jersey, with its principal office located at 2305 Atlantic Avenue, Longport, New Jersey 08403 (hereinafter "Recipient").

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

**WHEREAS**, the Recipient has determined, that for reasons of efficiency and economy, eliminating the provision of dispatch services and procuring said services from the Provider is prudent and fiscally sound; and

**WHEREAS**, the Recipient is in need of dispatch services to ensure public safety; and

**WHEREAS**, the Provider has agreed to furnish to the Recipient the services of its Dispatch Department pursuant to N.J.S.A. §40A:65-1 et seq.; and

**WHEREAS**, the terms and conditions of this undertaking are set forth below; and

**WHEREAS**, the Parties have each duly authorized their proper officials to enter into and execute this Agreement through the accompanying Resolutions attached hereto as Exhibits A and B respectively.

**NOW, THEREFORE**, it is understood and agreed as follows:

1. **CONTROLLING LAW** – This Agreement is governed by the provisions of N.J.S.A. §40A:65-1 et seq., the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.
2. **TERM OF AGREEMENT** – This Agreement shall take effect on September 1, 2015 (the "Effective Date"). This Agreement shall run until midnight, December 31, 2017.
3. **SCOPE OF WORK** – Commencing September 1, 2015, the Provider shall furnish to the Recipient the services of its dispatchers as may be necessary to carry out within the territorial jurisdiction of the Recipient and to perform all the duties required of the following position:

## EMERGENCY AND NON EMERGENCY DISPATCH SERVICES

It is expected that said duties will be performed by employees of the Provider in a manner consistent with the standards developed by Provider, and attached here to as Exhibit C.

4. **COMPENSATION** – Recipient shall pay to Provider an annual sum according to the schedule below:

September 1 – December 31, 2015	\$ 82,500
January 1 – December 31, 2016	\$240,000
January 1-December 31, 2017	\$247,500

The specified compensation for the Provider furnishing the services referred to in this Agreement, shall be payable as follows: Payments shall be made in equal quarterly installment on the first day of the second month of each quarter (i.e., February 1, May 1, August 1, November 1) during the term of this Agreement. In 2015, payment is due in full on November 1, 2015. The Recipient shall not be responsible for any additional costs.

The Township has reduced the compensation by \$2,500 in 2015 and \$10,000 in 2016 and 2017 in recognition for the mutual aid services provided by the Borough of Longport to Seaview Harbor and other parts of the Township.

5. **EQUIPMENT** – The Recipient shall be responsible for all costs associated with its telephone numbers and telephone lines related to emergency and non emergency dispatch services.
6. **MUNICIPAL OFFICE LOCATION** – The Recipient shall maintain an office in the Township of Egg Harbor Municipal Building at 3515 Bargaintown Road, Egg Harbor Township, New Jersey 08234. All inspection records and business dealings, related to emergency and non emergency dispatch services, pertaining to the Recipient shall be maintained and conducted at said location.
7. **HOURS OF OPERATION** – Dispatch Services shall be provided on a 24 Hour basis, 7 days per week.
8. **HOLD HARMLESS AND INDEMNIFICATION** – The Recipient shall indemnify and hold the Provider, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provisions of the services to the Recipient, provided that the actions upon which the demand, claim or assertion of liability, are determined to have been performed in the course of carrying out official duties on behalf of the Recipient and were not beyond the scope of performing those official duties or performed in bad faith, and did not constitute negligence, actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act of the Provider or any of its agents, servants or employees. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person.
9. **MAINTENANCE OF RECORDS** – The Egg Harbor Township Police Department pursuant to this Agreement shall maintain records of all call logs and activities conducted