

RESOLUTION NO. 2020 - 154

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR , COUNTY OF OCEAN , STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT WITH THE BOROUGH OF TUCKERTON FOR POLICE DISPATCH SERVICES

WHEREAS, pursuant to N.J.S.A. 40A:65-1 *et seq.*, a municipality may enter into agreements for shared services with another municipality to provide or receive any service that the units participating in the agreement are empowered to provide or receive within their own jurisdiction; and

WHEREAS, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment, and assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, Tuckerton has a need for police dispatch services; and

WHEREAS, Little Egg Harbor has a fully functioning police dispatch unit with the capability of assisting another municipality with police dispatch services and will act as the Lead Agency for this Agreement; and

WHEREAS, The Borough of Tuckerton will compensate the Township at a rate of \$88,701.82 for 2020 payable quarterly; payable quarterly retroactive beginning January 1 through December 31; 2020 and 3% annual increases as of January 1st of each successive year.

WHEREAS, This Shared Service Agreement shall become effective September 10, 2020, Retroactive to January 1, 2020 and shall continue in full force and effect for a period of seven years, terminating on the 31st day of December, 2026.

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

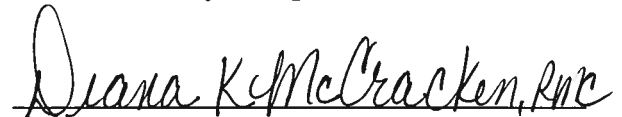
1. That the governing body does hereby authorize the execution of a shared service agreement with the Borough of Tuckerton for Police Dispatch Services, in accordance with the terms of said agreement attached hereto and made a part of as Schedule A. The form of said agreement is subject to the approval of the Township Attorney.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Shared Service Agreement, and any other documents necessary to effectuate the terms of this resolution.

3. That a certified copy of this resolution shall be forwarded to the Chief of Police, the Chief Financial Officer, and Administrator of the Township of Little Egg Harbor and Tuckerton Borough

CERTIFICATION

I, DIANA K. MCCRACKEN, RMC, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **10th** day of **September, 2020**.


DIANA K. MCCRACKEN, Township Clerk
Little Egg Harbor Township

AGREEMENT FOR SHARED SERVICES

THIS AGREEMENT made this 10th day of September, 2020, by and between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087, hereinafter referred to as "LITTLE EGG HARBOR," and the **BOROUGH OF TUCKERTON**, a municipal corporation of the State of New Jersey, having its principal offices located at 420 East Main Street, Tuckerton, New Jersey, hereinafter referred to as "TUCKERTON"

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40A:65-1 *et seq.*, a municipality may enter into agreements for shared services with another municipality to provide or receive any service that the units participating in the agreement are empowered to provide or receive within their own jurisdiction; and

WHEREAS, it is the intent and purpose of the "Act" to encourage economy and regionalization of services as well as Shared Service Agreements to eliminate unnecessary duplication of effort and fees; and

WHEREAS, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act must do so by the adoption of a resolution; and

WHEREAS, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment, and assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, Tuckerton has a need for police dispatch services; and

WHEREAS, Little Egg Harbor has a fully functioning police dispatch unit with the capability of assisting another municipality with police dispatch services and will act as the Lead Agency for this Agreement; and

WHEREAS, Little Egg Harbor desires to enter into a Shared Service Agreement with Tuckerton for police dispatch services.

NOW, THEREFORE, in consideration of the mutual covenants and commissions hereinafter set forth pursuant to the authority provided by law, Little Egg harbor and Tuckerton mutually agree as follows:


1. The Little Egg Harbor Police Department shall provide police dispatch services for the Tuckerton Police Department. The Township of Little Egg Harbor shall have

- complete authority over any and all police dispatch service staffing, hours, responsibility and related activities, as limited therein.
2. Little Egg Harbor shall be responsible to pay said police dispatchers as employees inclusive benefits. Tuckerton shall reimburse Little Egg Harbor for services as follows:
 - A. \$88,701.82 for 2020 payable quarterly; payable quarterly retroactive beginning January 1 through December 31; 2020 and
 - B. 3% annual increases as of January 1st of each successive year.
 3. The costs in the above-paragraph are calculated upon call volume data from 2019. Any fluctuation in call volume that represents either an increase or decrease in call volume of more 10% will require a recalculation of the annual fee due under this agreement. The Administrators and Chief Financial Officers of the respective municipalities will provide and analyze factual data to determine whether qualifying fluctuation has occurred.
 4. This Shared Service Agreement shall become effective Sept. 10, 2020 and shall continue in full force and effect for a period of seven years, terminating on the 31st day of December, 2026.
 5. One hundred and eight (180) days prior to the expiration of the Agreement, the parties agree to engage in good faith negotiations for an extension of the Agreement.
 6. Either party may cancel this Shared Service Agreement on six months written notice to the other. During said six-month period, the parties will continue to perform pursuant to the terms of this Agreement.
 7. Upon termination for good cause or expiration of this Shared Service Agreement, the parties shall have no further liability to each other. The parties may by mutual consent in writing extend the within Agreement.
 8. It is understood and agreed by and between the parties that the Chief of Police of Little Egg Harbor and the Chief of Police of Tuckerton will plan and commemorate by separate memorandum a mutual aid program to coordinate the provision of policing services between the municipalities.
 9. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than set forth in this Agreement.
 10. The covenants and agreements herein contained shall inure to the benefit of, be binding upon the successors, heirs, executors, administrators and assigns of the parties hereto, respectively.
 11. The Agreement shall be governed by and construed under the laws of the State of New Jersey.
 12. The provisions of the Agreement are severable and it is the intention of the parties hereto that if the Agreement cannot take effect in its entirety because of the final judgement of any Court of competent jurisdiction, holding invalid any part or parts thereof, the remaining provisions of the Agreement shall be given full force and effect completely as if parts held invalid had not been included therein.

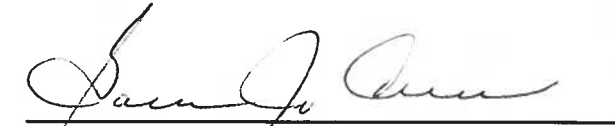
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its proper Officers and its corporate seals to be hereto affixed, as of the day and year first above written.

WITNESS & ATTEST:

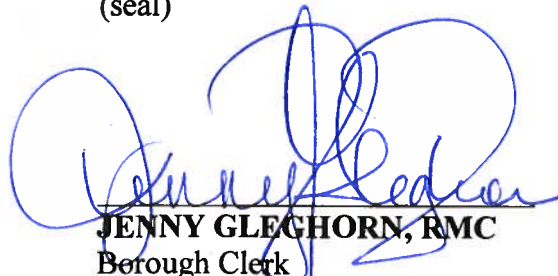
TOWNSHIP OF LITTLE EGG HARBOR



DIANA MCCRACKEN, RMC
Township Clerk
(seal)



BARBARA JO CREA, MAYOR



JENNY GLEGHORN, RMC
Borough Clerk
(seal)

BOROUGH OF TUCKERTON



SUSAN R. MARSHALL, MAYOR