

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Sea Bright COUNTY: Monmouth

RECIPIENT: Borough of Highlands COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

Sea Bright is providing life guard services to the Borough of Highlands.

EFFECTIVE DATE: June 16, 2018

EXPIRATION DATE: September 3, 2018

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT n/a

Please submit this cover sheet with shared service agreement either via email to 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.

RESOLUTION NO. 84-2018
AUTHORIZING A SHARED SERVICES AGREEMENT WITH
THE BOROUGH OF HIGHLANDS FOR LIFE GUARD SERVICES

Councilmember Leckstein introduced and offered for adoption the following Resolution; seconded by Councilmember Birdsall:

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq. authorizes the approval of Shared Services Agreements between local units by Resolution; and

WHEREAS, the Borough of Sea Bright ("Sea Bright") and the Borough of Highlands ("Highlands") wish to enter into a Shared Services Agreement for the provision of life guard services by Sea Bright to Highlands; and

WHEREAS, Sea Bright and Highlands agree that Sea Bright is to provide life guard services to Highlands for the period of June 16, 2018 through and including September 3, 2018 as per the terms of the Agreement attached for an amount of \$36,000.00; and

WHEREAS, the parties acknowledge and agree that they are associated for only the purposes set forth in the Agreement and any other duly ratified Shared Services Agreement between them, and that each is a public entity separate and distinct from the other.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey that the Mayor and Borough Clerk are hereby authorized to execute the attached Shared Services Agreement for life guard services with the Borough of Highlands for the 2018 summer season for a fee of \$36,000; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution and a copy of the attached Agreement be forwarded to the following:

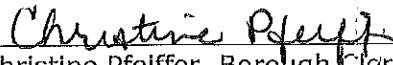
1. Finance Manager
2. Beach Manager
3. Borough Attorney
4. Borough of Highlands
5. Department of Community Affairs, DLGS

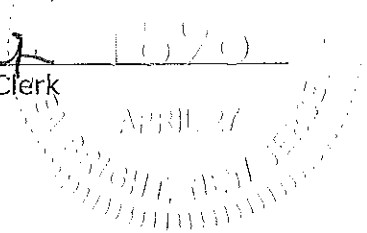
Vote:	Birdsall,	Keeler,	Kelly,	Leckstein,	Rooney,	Schwartz
	Yes	Yes	Absent	Yes	Yes	Absent

April 17, 2018

CERTIFICATION

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on April 17, 2018.


Christine Pfeiffer, Borough Clerk



SHARED SERVICES AGREEMENT

This AGREEMENT made this 17 day of April, 2018, by and between

BOROUGH OF HIGHLANDS
42 Shore Drive
Highlands, New Jersey 07732
(hereinafter referred to as "Highlands")

AND

BOROUGH OF SEA BRIGHT
1167 Ocean Avenue
Sea Bright, New Jersey 07760
(hereinafter referred to as "Sea Bright")

WHEREAS, Highlands and Sea Bright (hereinafter collectively referred to as the "Parties") wish to encourage inter-municipal cooperation; and

WHEREAS, Sea Bright has the staffing and personnel to provide Lifeguard operations to Highlands at two (2) beaches, commonly referred to as Snug Harbor and Miller Street, for the period of June 16, 2018 through and including September 3, 2018; and

WHEREAS, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et seq., authorizes local units of this State to enter into an agreement with any other local unit or units for the joint provision within their several jurisdictions of any service which any Party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, Highlands and Sea Bright agree that Sea Bright has the necessary staffing and certifications to provide Lifeguard Operations by and through Sea Bright Ocean Rescue which is a nationally certified ocean rescue agency as more specifically delineated in the Highlands

Lifeguard/River Rescue Program Summer 2018 Proposal from the Borough of Sea Bright dated February, 2018 (annexed hereto as "Exhibit A"); and

WHEREAS, the parties have each duly authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the parties as follows:

1. The Borough of Sea Bright shall provide Lifeguard Operations which will fall under the supervision and operational command of Sea Bright Ocean Rescue. In accordance with the agreed upon staffing and hours of operation, one (1) ocean rescue supervisor will provide daily oversight of the aforesaid Lifeguard operations via a roving rescue vehicle. It is expressly understood and agreed that two (2) beaches in the Highlands, more commonly known as Snug Harbor and Miller Street, will be protected for the period from Saturday, June 16, 2018 through and including Monday, September 3, 2018.
2. It is agreed by and between the parties that one (1) lifeguard stand per beach will be staffed between the hours of 10:00a.m. until 4:00p.m., seven (7) days per week until August 20, 2018. It is further agreed that the Highlands Beaches commonly referred to as Snug Harbor and Miller Street will each be assigned two (2) USLA qualified open water beach lifeguards until August 20, 2018. Additionally, it is expressly understood and agreed that for the period of August 20, 2018 through and including September 3, 2018, between the hours of 10:00 am until 4:00 p.m., staffing at Snug Harbor and Miller Street will be assigned two (2) USLA qualified open water beach lifeguards on weekends which may be reduced to only one (1) lifeguard per beach during the

weekdays dependent upon available personnel. Further, it is expressly understood and agreed that Sea Bright shall notify Highlands of such staffing as soon as is reasonably practicable after their candidates have been evaluated, hired and trained. It is also expressly understood and agreed that any staff reductions that occur shall be communicated in writing to the Borough Administrator for the Borough of Highlands.

3. It is also agreed by and between the parties that there will be a roving supervisor between Sea Bright and the Highlands.
4. Highlands will designate and maintain the swim areas at both of the aforementioned beaches with ropes and/or buoys. The Highlands will also maintain safe and clean beaches free of debris. Additionally, Highlands will perform routine maintenance on lifeguard stands and will provide appropriate storage at the Miller Street Beach for rescue equipment.
5. Bay and River rescue services as well as advanced rescue response from Sea Bright's Surf Rescue Team will be available to the Highlands 24 hours per day.
6. It is agreed by and between the parties that each ocean lifeguard will hold the following professional level of certification: AHA, AED-BLS Certification with extensive training on advanced resuscitation as well as AHA First Aid and Aquatic Medical Responder which consists of twenty (20) hours of additional trauma and medical training.
7. It is agreed by and between the parties that Ocean Rescue Supervisors will maintain all training and certification of a front-line Ocean Lifeguard with the following additional certifications and training: State or National Certification as a Paramedic, EMT or EMR, FEMA Incident Command Courses IC 100, IC 700 and IC 800, Rescue Water

- Craft Operator or Crewman and Completion of annual emergency vehicle operations course (EVOC) training.
8. It is agreed by and between the parties that the Lifeguard and Rescue Services being provided include the following: water surveillance and prevention of drowning and/or traumatic injury, water rescue either in open water or swift water (guarded area), Code-X missing swimmer search and rescue (still water), First-Aid to the sick and injured within the staffed beach areas, emergent rapid resuscitation of ill or injured patrons within the staffed beach areas, emergency medical care and ambulance coordination within the boundaries of the staffed beach and bathing areas, as well as coordination and resource management of major water related emergencies (Lifeguard supervisor) consisting of the following: capsized boat or water craft with swimmers in distress, rescue of swimmers outside of guarded areas (swift water), assist injured swimmers and boaters in unguarded areas of Highlands as well as assessment and safety management of dangerous aquatic life.
 9. The Borough of Sea Bright will charge the Highlands for all of the aforesaid Lifeguard Operations Services the amount of \$36,000.
 10. The Borough of Sea Bright submitted an outline of proposed services for the aforesaid Lifeguard operations services to the Highlands which is incorporated as if more fully set forth herein and is annexed hereto as Exhibit A.
 11. It is agreed by and between the parties that payment by the Highlands to Sea Bright will be rendered in three (3) equal installments of \$12,000 each on July 1, 2018, August 1, 2018 and September 1, 2018. Additionally, it is expressly understood and agreed that

the parties will cooperate with each other should reasonable extensions of time be necessary.

12. Each party agrees to release, indemnify, defend and hold harmless the other party, its agents, officers and employees, from and against any and all claims, demands, losses, expenses, attorney fees, causes of action, judgments, lawsuits, proceedings, damages, and liability which may be asserted or claimed and which relate in any way to, or arise in any way from, any acts or omissions of the negligent party, its agents, officers and employees, resulting from this Agreement.
13. This Agreement is entered into pursuant to the provisions of the "Uniform Shared Services and Consolidation Act" N.J.S.A. 40A:65-1 et seq.
14. As provided in the "Uniform Shared Services and Consolidation Act" N.J.S.A. 40A:65-7(g), in the event of any dispute as to the amount to be paid, the full amount to be paid shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the party having received the payment shall forthwith repay the excess.
15. It is hereby acknowledged that in accordance with N.J.S.A. 40A:65-7(d), the personnel of the Borough of Sea Bright that are performing Lifeguard Operations are doing so as a general agent for the Borough of Highlands and shall have all powers of performance reasonably necessary and convenient to carry out the duties, obligations and responsibilities under this Agreement and allowable by law.
16. The parties will keep in force, at their respective cost and expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey or with Monmouth County or the Joint Insurance Fund, which insurance shall

be evidenced by certificates and/or policies to be exchanged by both parties. Each certificate or policy shall require a thirty (30) day cancellation notice. Certificates of Insurance shall be delivered to each party, prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the parties prior to the implementation of this Agreement.

17. The term of this Agreement shall be through September 3, 2018. This Agreement may be terminated at any time by either party, with or without cause, by at least thirty (30) days prior written notice to the other party. Further, either party reserves the right to terminate the agreement at any time if payment for services rendered is not made or if the services are not rendered, or the time within which the services are rendered is unreasonable.
18. The parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.
19. Highlands and Sea Bright hereby acknowledge that prior to execution of this agreement; the respective municipal bodies shall authorize such execution by and through the procedures and standards in the adoption of appropriate resolutions as set forth more fully under the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-5(a).
20. This Agreement along with the Proposal from the Borough of Sea Bright, which is annexed hereto as Exhibit A, sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless same shall be in writing and signed by all of the parties hereto.

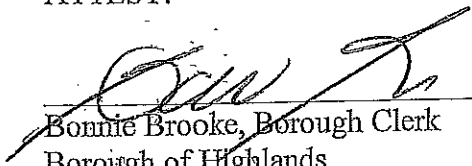
21. This Agreement shall be interpreted in accordance with the rights of the Parties hereto and shall be governed by the laws of the State of New Jersey.
22. Any dispute regarding the terms of this Agreement shall be venued in New Jersey Superior Court, Monmouth County.
23. The rights, duties and obligations of this agreement may not be assigned without either Party's prior written consent and it is agreed that a failure or delay in the enforcement of any of the provisions of this agreement by either Party shall not constitute a waiver of those provisions.
24. The Parties acknowledge and agree that they are associated for only the purposes set forth in the agreement and each is a public entity separate and distinct from the other.
25. In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.
26. All notices, statements or other documents required by this Agreement shall be hand delivered or mailed to the designated municipal representative.
 - a. The designated representative for the Borough of Highlands is:

Kim Gonzales, Borough Administrator
Borough of Highlands
42 Shore Drive
Highlands, NJ 07732
 - b. The Designated representative for the Borough of Sea Bright is:

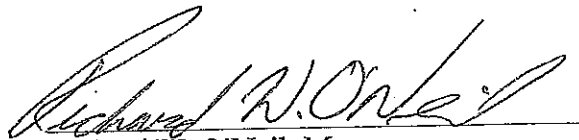
Joseph Verruni, Borough Administrator
Borough of Sea Bright
1167 Ocean Avenue
Sea Bright, NJ 07760
27. This Agreement shall be binding upon the Parties and their legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective officer duly authorized, and to be duly attested, and to have their respective municipal seals affixed hereunto, and have caused this Agreement to be dated as of the day and year first written above.

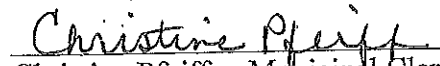
ATTEST:



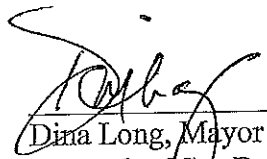
Bonnie Brooke, Borough Clerk
Borough of Highlands
Date:



Richard W. O'Neil, Mayor
Borough of Highlands
Date:



Christine Pfeiffer, Municipal Clerk
Borough of Sea Bright
Date:



Dina Long, Mayor
Borough of Sea Bright
Date: