

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: BOROUGH OF WILDWOOD CREST COUNTY: CAPE MAY

RECIPIENT: WILDWOOD CREST SCHOOL DISTRICT COUNTY: CAPE MAY

BRIEF DESCRIPTION OF SERVICE:

To enter into an interlocal facilities and services agreement with the Wildwood Crest School District, and for certain services to be rendered by the Borough of Wildwood Crest.

EFFECTIVE DATE: April 9, 2014

EXPIRATION DATE: April 8, 2021

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.

INTERLOCAL SERVICES AGREEMENT FACILITIES AND SERVICES

THIS AGREEMENT, made this 9TH day of APRIL, 2014, between **THE BOROUGH OF WILDWOOD CREST**, a municipal corporation of the State of New Jersey, having its principal place of business at 6101 Pacific Avenue, Wildwood Crest, New Jersey, 08260, hereinafter referred to as the "Municipality", and **THE WILDWOOD CREST SCHOOL DISTRICT BY THE WILDWOOD CREST BOARD OF EDUCATION**, whose principal place of business is 9100 Pacific Avenue, Wildwood Crest, New Jersey, 08260, hereinafter referred to as "School District".

WHEREAS, the Municipality owns various equipment and employs personnel to provide maintenance and related services for all municipally-owned buildings and grounds, and

WHEREAS, the Municipality is desirous of occasionally sharing equipment and personnel with the School District to provide limited exterior grounds maintenance, and

WHEREAS, the School District is desirous of occasionally sharing the facility with the Municipality, particularly in the event of any emergency or natural or manmade disaster, for the use of the facility as a public shelter, and

WHEREAS, the Interlocal Services Act (N.J.S.A. 40:8A-1, et seq.) authorizes and empowers the Municipality and the School District to enter into this Agreement.

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

1. SCOPE OF SERVICES:

A. The Municipality agrees to occasionally provide municipally-owned equipment and municipally-employed personnel for limited exterior maintenance of grounds of facility, inclusive of but not limited to, trimming or cutting of trees, grass cutting, weed control, field maintenance, removal of debris, trash removal, snow removal, miscellaneous exterior maintenance as may be required for the health, safety and welfare of the children and general public for the school facility.

B. The Municipality shall pay for a new emergency generator and all costs of the installation thereof, including any necessary upgrades or improvements to all existing or new utility lines to allow for the installation of the new emergency generator. The School District shall provide to the Municipality the use of the facility during

emergencies, natural or manmade disasters, and/or homeland security threats as a public shelter in exchange for the new emergency generator/system as provided for by the Municipality. It is understood and agreed to by all parties that the use of the school facility for any declared emergency, whether same be declared as such by municipal, county, state or federal governments, shall be considered to be a priority use, and any other use of the facility when such emergency is declared shall be deemed to be secondary.

C. There shall be no fees on the part of either party for the services provided for in this Agreement.

D. It is understood and agreed to by all parties that municipal-owned equipment and personnel shall first be made available for municipal projects and buildings whenever needed, and the maintenance services provided to the School District by the Municipality shall be available when not in use by the Municipality or as scheduled and at the sole discretion of the Director and/or Superintendent of Public Works, whose decisions in this regard shall be binding upon the parties.

2. **TERM:** This Agreement shall be deemed to be in effect from the date of execution hereof for a period of seven (7) years unless otherwise agreed to by the parties hereto. Either party may, upon sixty (60) days advance written notice to the other party, terminate this Agreement and, absent such termination notice, the Agreement shall be deemed to continue in full force and effect for the term herein.

3. **CONTACT PERSON:** Municipality and the School District each agree to appoint a contact person and alternate on behalf of each party in order to support and facilitate the implementation of this Agreement, including any request for equipment or services or use of facility. Unless otherwise appointed by a resolution of the Municipality's governing body, the Municipality's contact person for use of equipment and/or personnel of the Municipality shall be the Commissioner of Public Works and the alternate shall be the Superintendent of Public Works.

A. The contact person for the Municipality for use of the School District's facility for emergency purposes shall be, first, the Commissioner of Public Safety and the alternate contact person shall be the Chief of Police of the Borough of Wildwood Crest.

B. The contact person for the School District shall be first, the Business Administrator and Secretary of the Wildwood Crest Board of Education and, alternately, the President of the Wildwood Crest Board of Education.

4. **EFFECTIVE DATE:** This Agreement shall become effective upon passage of authorizing resolutions by the Municipality and the School District and

execution of this Agreement as required by the Interlocal Services Act (N.J.S.A. 40:8A-4, et seq.)

5. **LEVEL OF SERVICE:** The Municipality and the School District agree to provide all services in a professional and workmanlike manner.

6. **POWER AND AUTHORITY OF MUNICIPALITY AND/OR SCHOOL DISTRICT:** The Municipality and the School District, in performing the services under this Agreement, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities and obligations under the Agreement.

7. **OTHER AGREEMENTS:** The Municipality and the School District reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement.

8. **INDEMNIFICATION:** No party shall be liable for any negligent, reckless or intentional acts or omissions of any others and each shall indemnify, defend and hold the others harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of itself or any of its respective employees or independent contractors in rendering the services set forth in this Agreement. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions. The terms and conditions of this paragraph shall survive the execution, delivery and performance of this Agreement and any succeeding documents, shall be binding upon the heirs, successors, administrators and assigns of each of the parties hereto. No party to this Agreement waives any immunity to which it may be entitled pursuant to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1, et seq.)

9. **INSURANCE:** It is understood and agreed to that the Municipality is currently insured through the Atlantic County Joint Insurance Fund and the School District, Wildwood Crest Board of Education, is currently insured through New Jersey School Board Associations Insurance Group. The parties hereto agree, to the extent that it is necessary, each party will name the other as additional insured, if required for purposes of this Interlocal Services Agreement. Each party shall provide, if required, certificates of insurance setting forth coverage and naming the other party as additional insured, with a proviso that any such policies cannot be cancelled except upon sixty (60) days notice to the other party. In the event either party ceases to participate in its insurance program as is in effect on the date of this Agreement, such party shall provide alternative insurance comparable to the coverage in effect on the date of this Agreement,

subject to the approval of the other party, which approval shall not be unreasonably withheld, conditioned or delayed.

10. DISPUTE RESOLUTION: In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to submit said dispute to an impartial arbitrator appointed by the American Arbitration Association in accordance with the American Arbitration Association rules. Each party involved in arbitration shall be responsible for equally sharing the cost of the arbitrator. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The parties agree that the decision rendered by the impartial arbitrator shall be binding.

11. MISCELLANEOUS: This Agreement may only be modified in writing, duly authorized and signed by the parties' authorized representatives. All notices, statements or other documents required by this Agreement shall be hand delivered or mailed to the following addresses:

For the Municipality: Director of Public Works or
 Director of Public Safety
 Borough of Wildwood Crest
 6101 Pacific Avenue
 Wildwood Crest, NJ 08260

For the School District: Business Administrator or
 Board Secretary or
 President of Board of Education
 Wildwood Crest Board of Education
 9100 Pacific Avenue
 Wildwood Crest, NJ 08260

12. AUTHORIZATION: Each party represents and warrants to the other that all municipal action necessary for the Municipality or the School District to enter into and perform all obligations required by this Agreement has been validly taken and that the undersigned are authorized to execute this Agreement.

13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

14. NO ASSIGNMENTS: One party, without the written consent of the other, may not assign this Agreement.


15. ENTIRE AGREEMENT: This Agreement 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 the same shall be in writing and signed by all parties hereto.

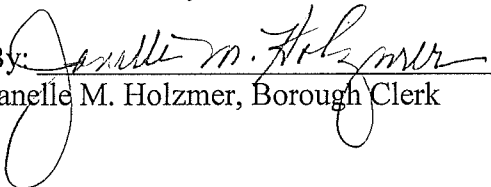
16. SEVERABILITY: If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

IN WITNESS WHEREOF, the parties affix their signatures to this Agreement, intending to be legally bound. If a party is a corporation, this Agreement is signed by its proper corporate officers and its corporate seal is affixed.

WITNESS:

BOROUGH OF WILDWOOD CREST

By: 

By: 

Janelle M. Holzmer, Borough Clerk

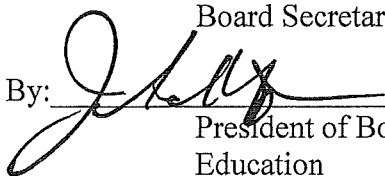
WITNESS:

WILDWOOD CREST SCHOOL
DISTRICT BY THE WILDWOOD CREST
BOARD OF EDUCATION

By: 

Business Administrator

By: _____
Board Secretary

By: 

President of Board of
Education