

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Wildwood Crest COUNTY: Cape May

RECIPIENT: Wildwood COUNTY: Cape May

BRIEF DESCRIPTION OF SERVICE:

Shared Services for Law Enforcement Services for July 4th concert on the beach.

EFFECTIVE DATE: 6-22-16

EXPIRATION DATE: 7-4-16

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

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.

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Agreement") is entered into this 22nd day of June, 2016, by and between the CITY OF WILDWOOD ("Wildwood"), a New Jersey municipality with municipal offices at 4400 New Jersey Avenue, Wildwood, New Jersey 08260 and the BOROUGH OF WILDWOOD CREST ("Wildwood Crest"), a New Jersey municipality with municipal offices at 6101 Pacific Avenue, Wildwood, New Jersey 08260;

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J. S.A. 40A:65-1, et seq., authorizes governmental units to enter into agreements for the exchange and sharing of services;

WHEREAS, the City of Wildwood annually hosts a number of community events;

WHEREAS, one such community event is a music concert being held on the beach July 4, 2016 ("event");

WHEREAS, due to the number of attendees expected at the event, in order to provide appropriate law enforcement services within the area of the event without a concomitant decrease in law enforcement services elsewhere in the Wildwood, it is necessary for Wildwood to engage the services of additional law enforcement personnel;

WHEREAS, the temporary assignment of police officers from Wildwood Crest for the event can assist Wildwood in meeting its law enforcement needs created by the event; and,

WHEREAS, due to the special needs posed by the event, in order to provide appropriate law enforcement services within the area of the special events, it is necessary to employ additional and/or special equipment not in the possession of Wildwood's Police Department.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: For and in consideration of the exchange of mutual covenants and conditions and such other consideration as is set forth in this Agreement and as authorized by the provisions of N.J.S.A. 40A:65-1, et seq., Wildwood and Wildwood Crest agree as follows:

1. Incorporation of Preamble. All of the provisions of the preamble that are set forth above are repeated and incorporated herein by this reference thereto as if set forth at length.
2. Provision of Services and Equipment. Upon request made by Wildwood, Wildwood Crest agrees to provide Wildwood with equipment, which, at the time of this agreement is contemplated as including beach vehicles and shot guns and other equipment as may be requested. Upon request made by Wildwood, Wildwood Crest agrees to provide to

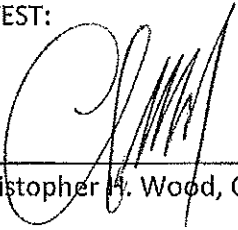
Wildwood law enforcement personnel from the Wildwood Crest Police Department during the event.

3. Remuneration. There shall be no fee to Wildwood for use of equipment of Wildwood Crest. Wildwood shall pay Wildwood Crest for the use of such officers at a rate of 1 ½ times the usual pay for such officers provided for temporary assignment.
4. Insurance. Wildwood is a member of the Atlantic County Joint Insurance Fund and the Municipal Excess Liability Fund and agrees to remain insured by said entities for so long as this Agreement remains in effect. The parties hereto agree, however, that, as to worker's compensation insurance, Wildwood Crest employees shall be deemed to be only Wildwood Crest employees without regard to whether they are providing a service to Wildwood in furtherance of the purpose and intent of this Agreement and nothing in this Agreement shall be interpreted as forming an employer-employee relationship between Wildwood and Wildwood Crest employees that are temporarily assigned to duty in Wildwood pursuant to the terms of this Agreement.
5. Effective Date; Termination. This Agreement shall be approved by resolution for the governing bodies of Wildwood and Wildwood Crest duly adopted in accordance with law at public meetings held in accordance with the provisions of the Open Public Meetings Act and the provisions of the Uniform Shared Services and Consolidation Act. Upon execution of this Agreement on behalf of the parties hereto, the effective date of this Agreement shall be the date of adoption of the last resolution necessary to make this Agreement effective. This Agreement shall expire at the termination of the event.
6. Miscellaneous.
 - a. This agreement shall be governed by the laws of the State of New Jersey. In the event of a dispute arising out of this Agreement, the parties agree that they immediately will meet and make a good faith effort to resolve said dispute. In the event that the dispute cannot be resolved amicably then any litigation arising out of this Agreement shall be litigated in the Superior Court of New Jersey, Cape May County.
 - b. The parties have read this Agreement and it is a full statement of their understandings. This Agreement is not subject to oral modification and may only be changed by a writing approved, adopted and executed with the same formalities as were attendant to the approval, adoption and execution of this Agreement.
 - c. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the substantive provisions of this agreement.

- d. Wildwood and Wildwood Crest agree that no inference concerning the meaning or interpretation of this Agreement shall be drawn based upon the fact that it was drafted by Wildwood's legal counsel.

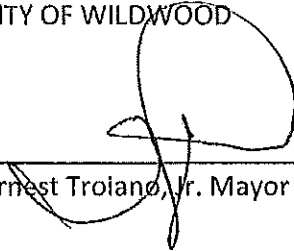
IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first written above:

ATTEST:



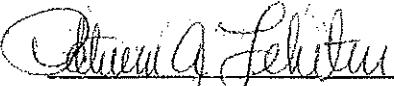
Christopher H. Wood, City Clerk

CITY OF WILDWOOD



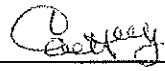
Ernest Troiano, Jr. Mayor

ATTEST:



Patricia A. Feketics, Borough Clerk

BOROUGH OF WILDWOOD CREST



Carl H. Groon, Mayor