

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Wildwood Crest COUNTY: Cape May

RECIPIENT: North Wildwood COUNTY: Cape May

BRIEF DESCRIPTION OF SERVICE:

Shared Services for Sand Harvesting. Removal of sand from Wildwood Crest berm to be transported to North Wildwood for replenishment

EFFECTIVE DATE: 3-15-16

EXPIRATION DATE: 12-31-16

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 FOR BEACH SAND HARVESTING

THIS SHARED SERVICES AGREEMENT ("Agreement") is entered into this 15th day of March, 2016, by and between the **CITY OF NORTH WILDWOOD** ("North Wildwood"), a New Jersey municipality, having municipal offices at 901 Atlantic Avenue, North Wildwood, New Jersey 08260 and the **BOROUGH OF WILDWOOD CREST** ("Wildwood Crest"), a New Jersey municipality, having municipal offices at 6101 Pacific Avenue, Wildwood Crest, New Jersey 08260;"

PREAMBLE:

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

WHEREAS, there exists a large amount of sand on the berm in the Borough of Wildwood Crest that can be removed without detriment to the shore protection of that municipality; and

WHEREAS, as a result of the storms and weather conditions experienced during 2015 and 2016 to date, various portions of the beaches in the City of North Wildwood, particularly the north-end beaches, are in dire need of immediate beach sand replenishment; and

WHEREAS, the City's engineering and beach surveying professionals have examined and analyzed the beach sand in the Borough of Wildwood Crest and have advised the Mayor and City Council that, under prevailing federal and state regulations, it would be lawful to utilize that sand for beach replenishment purposes on those north-end beaches in the City of North Wildwood that are in need of such replenishment; and

WHEREAS, the City of North Wildwood possesses all necessary federal and state permits that are needed to conduct beach replenishment activities on the City's north-end beaches; and

WHEREAS, the governing bodies of the City of North Wildwood and the Borough Wildwood Crest have determined that it would be mutually beneficial to enter into a Shared Services Agreement under the terms of which harvested beach sand will be transferred to North Wildwood in connection with beach replenishment uses by the City of North Wildwood; and

WHEREAS, the City of North Wildwood will bear the cost of engineering, surveying, and inspecting the beach, upon the submission of detailed billing both from in-house professionals as well as reimbursement to the Borough of Wildwood Crest upon the presentment of said invoices for prompt payment and North Wildwood will perform such remedial action as necessary to ensure that the beaches in the Borough of Wildwood Crest from which sand is harvested are properly graded and/or groomed to the extent necessary to return the beaches to their pre-harvested condition.

NOW, THEREFORE, for and in consideration of the exchange of mutual covenants and conditions and for such other consideration as is set forth in this Agreement and as authorized by the provisions of the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et. seq.*, and intending to be legally bound, North Wildwood and Wildwood Crest agree as follows:

1. **Incorporation of Preamble.** All of the statements of the preamble are repeated and are incorporated herein and are made a part hereof by this reference thereto as if set forth at length.
2. **Beach Sand Harvesting and Transport.** North Wildwood shall provide such equipment and labor as is necessary to harvest the beach sand from designated locations in the Borough of Wildwood Crest and to then transport the harvested sand by truck to designated locations on the northerly beaches of the City of North Wildwood for beach replenishment purposes. The beach sand shall be harvested to both depths and widths as specified by the project professionals designated by each municipality. Upon authorization from the project professionals, the project shall commence and, weather permitting, will progress uninterrupted until completed.
3. **Salary and Benefits; Remuneration.** All individuals who are employed by North Wildwood and who perform services in furtherance of the purposes, intent and terms of this Agreement shall be deemed to be only North Wildwood employees notwithstanding the fact that they are engaged in activity on the Wildwood Crest beaches and that Wildwood Crest may benefit from that activity. As to all such individuals, North Wildwood shall be responsible for payment of salary and the maintenance of employee benefits. In consideration of the transfer of the beach sand from the Borough of Wildwood Crest to the City of North Wildwood as aforesaid, the City of North Wildwood will bear the cost of engineering, surveying, and inspecting the beach, upon the submission of detailed billing both from in-house professionals as well as reimbursement to the Borough of Wildwood Crest for any outside professionals (e.g., Stockton Coastal Research Center) upon the presentment of said invoices for prompt payment. The City of North Wildwood also shall take the necessary actions to ensure that the beaches in the Borough of Wildwood Crest from which sand is harvested are properly graded and/or groomed to the extent necessary to return the beaches to their pre-harvested condition. When Wildwood Crest is due such reimbursement the Wildwood Crest Chief Financial Officer shall supply to the North Wildwood Chief Financial Officer an accounting and such written records and documentation as will substantiate the amounts due. Upon receipt of such documentation, the North Wildwood Chief Financial Officer will prepare and will provide the Wildwood Crest Chief Financial Officer an appropriate voucher for the payment to be made which then shall be executed on behalf of Wildwood Crest and returned to the North Wildwood Chief Financial Officer who then shall process the voucher for payment in accordance with North Wildwood's usual and customary procedures for the payment of such vouchers.
4. **Insurance.** Both parties are members of the Atlantic County Joint Insurance Fund and both parties maintain municipal excess liability insurance coverage and each party agrees to remain so insured for so long as this Agreement remains executory. The parties further agree that, as to worker's compensation insurance, each municipality's employees shall be deemed to be only that municipality's employees without regard to whether they are providing a service to

North Wildwood or to Wildwood Crest in furtherance of the purposes, intent and terms of this Agreement.

5. **Effective Date.** This Agreement shall be approved by Resolution of the governing bodies of North Wildwood and Wildwood Crest duly adopted in accordance with law at public meetings held in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6, *et. seq.*, and the Uniform Shared Services and Consolidation Act. The Effective Date of this Agreement shall be the date of adoption of the last Resolution necessary to make this Agreement effective

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 their respective Municipal Administrators 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. If any term or provision of this Agreement or the application thereof to any participating municipality or circumstances, to any extent, is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

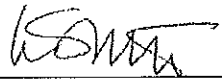
e. This Agreement may be signed in one or more duplicate original counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

f. North 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 North Wildwood's legal counsel.

[Signature page to follow]

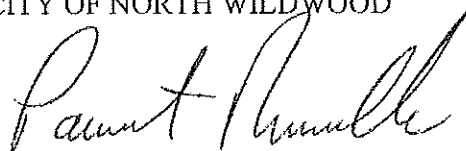
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

ATTEST:



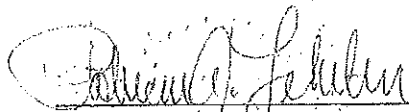
W. Scott Jett, City Clerk

CITY OF NORTH WILDWOOD




Patrick Rosenello, Mayor

ATTEST:



Patricia Beketics, Borough Clerk

BOROUGH OF WILDWOOD CREST



Carl Groon, Mayor