

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION 16-52-024

**AUTHORIZING A SHARED SERVICES AGREEMENT FOR TEMPORARY
MUNICIPAL ENGINEER SERVICES AND PROJECT MANAGEMENT SERVICES**

This Agreement for the provision of temporary Municipal Engineer services and Project Management Services is made as of this 14th day of January, 2016, by and between the City of Sea Isle City, a New Jersey Municipal Corporation, the mailing address for which is 233 JFK Boulevard, Sea Isle City, NJ 08243, (hereinafter "Sea Isle City") and the City of Ocean City, a New Jersey Municipal Corporation, the mailing address for which is 861 Asbury Avenue, Ocean City, NJ 08226, (hereinafter "Ocean City) and the parties state:

WHEREAS, Ocean City has a need for a temporary Municipal Engineer while it recruits and hires a permanent Municipal Engineer; and,

WHEREAS, Sea Isle City employs George Savastano, P.E., who is qualified to serve as a Municipal Engineer and who is familiar with Ocean City, having worked there in the capacity of Municipal Engineer in the past; and,

WHEREAS, Sea Isle City has a need for a project manager; and,

WHEREAS, Ocean City employs Roger Rinck, who is an experienced project manager and who has provided project management services to Sea Isle City in the past; and,

WHEREAS, Sea Isle City agrees that George Savastano, P.E. may serve as Ocean City's Municipal Engineer on a temporary basis in accordance with the terms hereof; and,

WHEREAS, Ocean City agrees that Roger Rinck may provide project management services to Sea Isle City in accordance with the terms hereof; and

WHEREAS, it is in the mutual interests of the cities of Ocean City and Sea Isle City to maintain a cooperative relationship and assist each other when possible;

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq. permits local units to enter into an agreement to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, and the City of Sea Isle City and the City of Ocean City desire to do same; and,

WHEREAS, Municipal Engineering services and project management services are services which both Ocean City and Sea Isle City are empowered to provide or receive within their own respective jurisdictions;

NOW, THEREFORE, the City of Sea Isle City and the City of Ocean City hereby agree as follows:

SECTION 1.

The above recitals are incorporated herein and made a part hereof.

SECTION 2.

Sea Isle City will provide George Savastano, P.E. to serve as Ocean City's Municipal Engineer on a temporary basis while Ocean City recruits and hires a permanent Municipal Engineer. The scope of duties hereunder is as follows:

a. Review general engineering issues and project matters as requested by the Ocean City Business Administrator.

b. Coordinate with Ocean City staff and contracted professionals as required to provide appropriate administration of Ocean City engineering issues and project matters.

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c. The scope of duties does not include work associated with Planning and Zoning Board applications.

d. The workplace insurance coverage for George Savastano shall remain the responsibility of Sea Isle City, regardless of specific engineering/project assignment at any given time.

e. George Savastano shall serve as Ocean City's Municipal Engineer hereunder on a month-to-month basis. He will work with the Ocean City administration to establish a plan of action for the selection of a successor Municipal Engineer, with the understanding that the parties expect this to be accomplished within six months.

f. Ocean City will compensate Sea Isle City \$8,500 per calendar month for George Savastano's services hereunder. This compensation amount shall be subject to review by the Business Administrator of each municipality and may be adjusted only with the mutual consent of both, based upon the services performed during the preceding month.

SECTION 3.

Ocean City will provide Roger Rinck to serve as project manager for project duties in Sea Isle in accordance with the following:

a. Projects shall be outlined at the beginning of each calendar year the year by Sea Isle City and Ocean City administrations, with the general understanding that the majority of Rinck's time while this agreement is in effect will be spent working in Sea Isle.

b. Rinck will not have operational duties in Ocean City during the pendency of this Agreement, however, he will have project management duties in Ocean City.

c. Rinck will perform project management services for Ocean City at the direction of the Ocean City Department Head to whom he reports.

d. Rinck shall report to Savastano for projects in Sea Isle City.

e. Sea Isle will provide Rinck with office space and office supplies as needed for him to perform project management services in Sea Isle City.

f. Ocean City will provide Rinck with a municipal vehicle to be used for business purposes and for travel between cities.

g. The workplace insurance coverage for Roger Rinck shall remain the responsibility of Ocean City, regardless of specific project assignment at any given time.

h. Sea Isle City will compensate Ocean City \$5,000 per calendar month for Roger Rinck's services hereunder. This compensation amount shall be subject to review by the Business Administrator of each municipality and may be adjusted only with the mutual consent of both, based upon the services performed during the preceding month.

SECTION 4.

A. Effective Date

This Agreement shall become effective and binding upon passage of a resolution by the governing body of each of the municipalities party to this agreement accepting and the agreement and authorizing its execution.

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B. Duration

This Agreement shall remain in effect for the balance of 2016 and terminate December 31, 2016 unless renewed with the mutual consent of the parties, evidenced by a resolution passed by the governing body of each of the municipalities party to this agreement.

C. Amendment

This Agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Business Administrator of each party and specifies the date the provisions of such amendment shall be effective.

D. Termination

Either participating municipality may terminate its participation herein by providing 30-days written notice to the other party.

E. Non-contingent Provisions

The agreement of Sea Isle City to perform Section 2 hereof is not contingent upon Ocean City's performance of Section 3 hereof, and vice versa.

SECTION 5.

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the Laws of the State of New Jersey. The Parties agree that any litigation which may ensue shall be instituted in the Superior Court of the State of New Jersey venued in Cape May County.

SECTION 6.

The parties agree to work as partners in effecting the purposes of this agreement and to attempt to resolve any dispute that may arise during the course of this joint undertaking by way of mediation with the use of a mutually agreeable mediator, with each party being responsible for its own costs and fees and equally sharing the cost and fees of the mediator.

SECTION 7.

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 rendered.

SECTION 8.

Any notices issued under or pursuant to this agreement shall be effective upon receipt by the party's respective City Clerks, with copy to the party's respective City Solicitors, at the following addresses:

City of Ocean City:

Clerk, City of Ocean City
861 Asbury Ave.
Ocean City, NJ 08226

Dorothy McCrosson, Esq.
Solicitor, City of Ocean City
200 Asbury Ave.
Ocean City, NJ 08226

City of Sea Isle City City:

Clerk, City of Sea Isle City City
4400 New Jersey Ave.
City of Sea Isle City City, NJ 08260

Paul J. Baldini, Esq.
Solicitor, City of Sea Isle City City
8405 E. Landis Ave.
Sea Isle City City, NJ 08243

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

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SIGNATURES:

The City of Ocean City

Sheila Cottrell

Sheila Cottrell, RMC
Deputy City Clerk

Jay A. Gillian
Mayor

The City of Sea Isle City

Cindy Griffith, RMC
City Clerk

Leonard C. Desiderio
Mayor

Keith P. Hartzell

Keith P. Hartzell
Council President

Offered by COUNCILMAN WILSON Seconded by COUNCILWOMAN BERGMAN

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the 14TH day of JANUARY, 2016.

NAME	AYE	NAY	ABSENT	ABSTAINED
Bergman	X			
DeVlieger	X			
Gunosso	X			
Hartzell	X			
Madden	X			
McClellan	X			
Wilson	X			

Sheila Cottrell
Deputy City Clerk

**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. 010 (2016)

AUTHORIZING THE EXECUTION OF SHARED SERVICES BETWEEN THE CITY OF SEA ISLE CITY AND THE CITY OF OCEAN CITY, CAPE MAY COUNTY, NEW JERSEY

WHEREAS, the City of Sea Isle City (hereinafter, "Sea Isle") desires to enter into a Shared Service Agreement with the City of Ocean City for shared services for the delivery of engineering and project management duties; and

WHEREAS, a mutually advantageous agreement has been negotiated between Sea Isle and Ocean City which would enable each city to provide professional services to the other on a limited basis, with the cost of such services to be paid as determined by the level of involvement of each city's representative on a particular project; and

WHEREAS, it has been determined that the execution of a Shared Services Agreement between Sea Isle and Ocean City is in the public good and in the best long term interests of both municipalities, their residents and taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40:65-1 et seq., authorizes and empowers local units to enter into this agreement; and

WHEREAS, the attached Shared Services Agreement has been prepared for the delivery of engineering and project management services; and

WHEREAS, additional Shared Services Agreements may be prepared on a case by case basis, and will be on file in the offices of Sea Isle City's Clerk and Ocean City's Clerk, and available for public review during normal business hours; and

WHEREAS, Sea Isle believes that the execution of this Shared Services Agreement will, in the short term and long run, be of value to Sea Isle's taxpayers by providing such services to Sea Isle at a reduced cost; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sea Isle City, County of Cape May, New Jersey as follows:

1. Sea Isle City accepts and will or shall approve the attached Shared Services Agreement to be entered into with Ocean City, a true copy of which will be on file at the office of the Clerk of Sea Isle City and can be reviewed by the public during normal business hours.
2. The Mayor, Business Administrator and City Clerk are hereby authorized to execute any and all necessary documents in order to implement this Resolution.


John C. Gibson, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Divney	X					X
Edwardi				X		
Kehner	X					
Tighe	X				X	
Gibson	X					

I, HEREBY, CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey at the regular meeting held on Tuesday, January 5, 2016.


Cindy L. Griffith, City Clerk

**SHARED SERVICES AGREEMENT FOR TEMPORARY
MUNICIPAL ENGINEER SERVICES; AND, PROJECT
MANAGEMENT SERVICES**

This Agreement for the provision of temporary Municipal Engineer services and Project Management Services is made as of this 5th day of January, 2016, by and between the City of Sea Isle City, a New Jersey Municipal Corporation, the mailing address for which is 233 JFK Boulevard, Sea Isle City, NJ 08243, (hereinafter "Sea Isle City") and the City of Ocean City, a New Jersey Municipal Corporation, the mailing address for which is 861 Asbury Avenue, Ocean City, NJ 08226, (hereinafter "Ocean City") and the parties state:

WHEREAS, Ocean City has a need for a temporary Municipal Engineer while it recruits and hires a permanent Municipal Engineer; and,

WHEREAS, Sea Isle City employs George Savastano, P.E., who is qualified to serve as a Municipal Engineer and who is familiar with Ocean City, having worked there in the capacity of Municipal Engineer in the past; and,

WHEREAS, Sea Isle City has a need for a project manager; and,

WHEREAS, Ocean City employs Roger Rinck, who is an experienced project manager and who has provided project management services to Sea Isle City in the past; and,

WHEREAS, Sea Isle City agrees that George Savastano, P.E. may serve as Ocean City's Municipal Engineer on a temporary basis in accordance with the terms hereof; and,

WHEREAS, Ocean City agrees that Roger Rinck may provide project management services to Sea Isle City in accordance with the terms hereof; and

WHEREAS, it is in the mutual interests of the cities of Ocean City and Sea Isle City to maintain a cooperative relationship and assist each other when possible;

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq. permits local units to enter into an agreement to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, and the City of Sea Isle City and the City of Ocean City desire to do same; and.

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- b. Coordinate with Ocean City staff and contracted professionals as required to provide appropriate administration of Ocean City engineering issues and project matters.
- c. The scope of duties does not include work associated with Planning and Zoning Board applications.
- d. The workplace insurance coverage for George Savastano shall remain the responsibility of Sea Isle City, regardless of specific engineering/project assignment at any given time.
- e. George Savastano shall serve as Ocean City's Municipal Engineer hereunder on a month-to-month basis. He will work with the Ocean City administration to establish a plan of action for the selection of a successor Municipal Engineer, with the understanding that the parties expect this to be accomplished within six months.
- f. Ocean City will compensate Sea Isle City \$8,500 per calendar month for George Savastano's services hereunder. This compensation amount shall be subject to review by the Business Administrator of each municipality and may be adjusted only with the mutual consent of both, based upon the services performed during the preceding month.

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 - b. Rinck will not have operational duties in Ocean City during the pendency of this Agreement, however, he will have project management duties in Ocean City.
 - c. Rinck will perform project management services for Ocean City at the direction of the Ocean City Department Head to whom he reports.
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- d. Rinck shall report to Savastano for projects in Sea Isle City.
- e. Sea Isle will provide Rinck with office space and office supplies as needed for him to perform project management services in Sea Isle City.
- f. Ocean City will provide Rinck with a municipal vehicle to be used for business purposes and for travel between cities.
- g. The workplace insurance coverage for Roger Rinck shall remain the responsibility of Ocean City, regardless of specific project assignment at any given time.
- h. Sea Isle City will compensate Ocean City \$5,000 per calendar month for Roger Rinck's services hereunder. This compensation amount shall be subject to review by the Business Administrator of each municipality and may be adjusted only with the mutual consent of both, based upon the services performed during the preceding month.

SECTION 4.

A. Effective Date

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B. Duration

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D. Termination

Either participating municipality may terminate its participation herein by providing 30-days written notice to the other party.

E. Non-contingent Provisions

The agreement of Sea Isle City to perform Section 3 hereof is not contingent upon Ocean City's performance of Section 4 hereof, and vice versa.

SECTION 5.

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the Laws of the State of New Jersey. The Parties agree that any litigation which may ensue shall be instituted in the Superior Court of the State of New Jersey venued in Cape May County.

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SECTION 7.

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 rendered.

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Ocean City, NJ 08226

Dorothy McCrosson, Esq.
Solicitor, City of Ocean City
200 Asbury Ave.
Ocean City, NJ 08226

City of Sea Isle City City:

Clerk, City of Sea Isle City City
4400 New Jersey Ave.
City of Sea Isle City City, NJ 08260

Paul J. Baldini, Esq.
Solicitor, City of Sea Isle City City
8405 E. Landis Ave.
Sea Isle City City, NJ 08243

SIGNATURES:

The City of Ocean City


RMC

Acting City Clerk

The City of Sea Isle City

Cindy Griffith, RMC
City Clerk



Jay A. Gillian
Mayor



Leonard C. Desiderio
Mayor



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

OFFICE OF CITY CLERK

January 19, 2016

Cindy Griffith, RMC
City Clerk
City of Sea Isle City
233 John F. Kennedy Blvd.
Sea Isle City, NJ 08243

Dear Cindy:

Enclosed please find a certified copy of Resolution #16-52-024 and signed agreement for shared services.

Thank You.

Sincerely,


Sheila Cottrell, Deputy City Clerk

861 ASBURY AVENUE, OCEAN CITY, NJ 08226
609-525-9328 FAX: 609-399-6366
