

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: CITY OF WILDWOOD COUNTY: CAPE MAY

RECIPIENT: BOROUGH OF WEST WILDWOOD COUNTY: CAPE MAY

BRIEF DESCRIPTION OF SERVICE:

<p>MUNICIPAL COURT SERVICES</p>
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EFFECTIVE DATE: JAN 1, 2015

EXPIRATION DATE: DEC-31, 2015

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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  
BETWEEN THE BOROUGH OF WEST WILDWOOD AND  
THE CITY OF WILDWOOD PURSUANT TO THE PROVISIONS OF  
N.J.S.A. 40A:65-1, ET. SEQ. KNOWN AS THE UNIFORM SHARED  
SERVICES AND CONSOLIDATION ACT FOR MUNICIPAL COURT  
SERVICES**

**THIS AGREEMENT** made this 2ND day of JANUARY, 2015 by and between Borough of West Wildwood, a Municipal Corporation of the State of New Jersey, with principal offices at 701 W. Glenwood Avenue, West Wildwood, NJ 08260 hereinafter referred to as "West Wildwood" and the City of Wildwood, a Municipal Corporation of the State of New Jersey, with principal offices at 4400 New Jersey Avenue, Wildwood, NJ 08260, hereinafter referred to as "Wildwood".

**WITNESSETH:**

**WHEREAS**, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. any local government unit may enter into a contract with any other local government unit to provide and receive any service that each unit is empowered to provide or receive within its own jurisdiction; and

**WHEREAS**, West Wildwood has indicated a willingness to enter into a Shared Services Agreement with Wildwood to permit Wildwood to provide all of the usual and ordinary services of a Municipal Court for West Wildwood; and

**WHEREAS**, Wildwood has expressed a willingness to enter into a shared Services Agreement with West Wildwood to provide all of the usual and ordinary services of a Municipal Court for West Wildwood.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements and considerations contained herein West Wildwood and Wildwood hereby agree as follows:

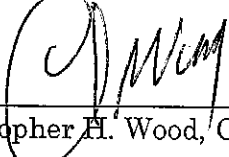
1. Wildwood hereby agrees to provide at its costs and expense all usual and ordinary judicial and administrative services to West Wildwood including the physical court facilities, the services of the Judge, Prosecutor, Public Defender, Court Administrator and other court staffing and equipment as required by statute and by the Supreme Court of New Jersey, for all matters arising within the jurisdiction of the Municipal Court of West Wildwood. This shall include security requirements of the administrative Office of the courts, Municipal Division, and Municipal Court Services.
2. For and in consideration of services aforesaid, West Wildwood shall pay to Wildwood the sum of \$17,500.00 ("the annual payment"). The payments shall be made in equal quarterly payments on the first day of the second month of each quarter.

3. West Wildwood shall retain all revenue West Wildwood receives from West Wildwood Municipal Court matters including but not limited to the assessment of fines, costs and other fees. The parties understand and agree that such revenue may be collected by Wildwood but must be disbursed in accordance with State law such that Wildwood may be required to forward same directly to West Wildwood.
4. West Wildwood hereby agrees to appoint the current and future Municipal Court Judge of Wildwood as the Judge of the Municipal Court of West Wildwood. In the event the Judge of the Municipal Court of West Wildwood must be reappointed during the term of this Agreement, West Wildwood agrees to appoint the then current Municipal Court Judge of Wildwood as the Municipal Court Judge of West Wildwood.
5. The parties agree that Wildwood shall have sole and exclusive authority over all matters with respect to the municipal court services provided under this Agreement, including but not limited to physical facilities, personnel, administrative services, and scheduling. All employees and personnel for the municipal court services provided herein shall be the employees and personnel of Wildwood exclusively. Wildwood shall make all appointments to said positions in its sole discretion. Wildwood shall save and hold harmless West Wildwood for any and all claims directly or indirectly related to the employment of any personnel providing services in accordance with this Agreement.
6. Wildwood shall keep and maintain Errors and Omissions insurance coverage on any and all staff providing services in accordance with this Agreement naming West Wildwood as an additional insured. Wildwood shall keep and maintain a policy of insurance on the facilities naming West Wildwood as an additional insured. Further, Wildwood shall keep and maintain any and all bonding requirements for revenue which may be collected by Wildwood on behalf of West Wildwood in an amount agreeable by and between the parties.
7. This Agreement is subject to the review and approval of the civil Service commission with respect to the employment reconciliation plan pursuant to N.J.S.A. 40A:65-11. If necessary, this employment reconciliation plan shall be provided by West Wildwood to the Civil Service Commission and shall outline the matters required pursuant to said statute with respect to West Wildwood employees. With respect to Wildwood employees, there are no anticipated changes after this Agreement which would impact Wildwood employees. Wildwood has not agreed to hire or receive any employees of West Wildwood. West Wildwood agrees it has the sole and exclusive responsibility for all employment and personnel obligations in any manner associated with current West Wildwood court employees, personnel and appointments. West Wildwood agrees to indemnify and hold Wildwood harmless from and against any and all claims, causes of action, suits, administrative proceedings, liability, damages, losses, costs, including reasonable attorney fees, and other obligations arising directly or indirectly from, or in any manner associated with, current West Wildwood employees, personnel and appointments.

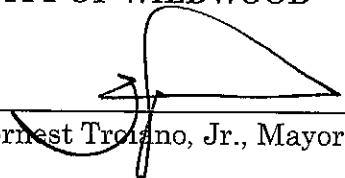
8. This Agreement is also contingent upon the Assignment Judge of the Superior court of New Jersey, Vicinage I, approving this arrangement.
  
9. This Agreement commences January 1, 2015 and shall continue for a period of one (1) year ending on December 31, 2015. On or before January 31, 2016, representatives from each municipality shall meet to discuss the possible renewal and modification of this agreement. In the event the commencement date of this Agreement is delayed due to a delay in obtaining the approvals set forth in paragraphs 6 and 7 above, the parties agree that the commencement date shall be the date the last such approval is obtained. Either party may cancel this Agreement upon sixty (60) days' notice for any reason. Notwithstanding anything herein to the contrary, the term of this Agreement shall remain in full force and effect for so long and until the Administrative Office of the courts for the State of New Jersey governing this vicinage approved the termination of this Shared Services Agreement.
  
10. The identity of the individual courts of the Borough of West Wildwood and Wildwood shall continue to be expressed as may be required under New Jersey law. The courtroom and sessions of West Wildwood Municipal court shall be held in Wildwood City Hall. Sessions for West Wildwood Municipal Court may be combined with sessions of Wildwood Municipal Court and shall be held at such times as shall be fixed by Wildwood Municipal Court Judge.

IN WITNESS WHEREOF, the parties have set their hands and seals below.

ATTEST:

  
\_\_\_\_\_  
Christopher H. Wood, City Clerk


CITY OF WILDWOOD

  
\_\_\_\_\_  
Ernest Troiano, Jr., Mayor

ATTEST:

  
\_\_\_\_\_  
Donna L. Frederick, RMC, Municipal Clerk

BOROUGH OF WEST WILDWOOD

  
\_\_\_\_\_  
Cornelius Maxwell, Deputy Mayor

BOROUGH OF WEST WILDWOOD  
 COUNTY OF CAPE MAY  
 STATE OF NEW JERSEY

RESOLUTION 2015-026

**A RESOLUTION ESTABLISHING A SHARED SERVICES AGREEMENT  
 BETWEEN THE BOROUGH OF WEST WILDWOOD AND THE  
 CITY OF WILDWOOD FOR MUNICIPAL COURT SERVICES**

**WHEREAS**, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq. any local government unit may enter into a contract with any other local government to provide and receive any service that each unit is empowered to provide or receive within its own jurisdiction; and

**WHEREAS**, the City of Wildwood and Borough of West Wildwood deem it appropriate and economically beneficial to enter into such an Agreement of services pertaining to Municipal Court Services for the year 2015.

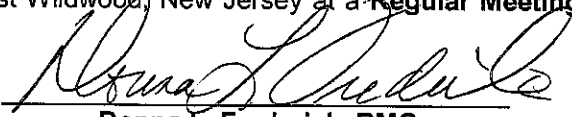
**WHEREAS**, the Borough of West Wildwood hereby agrees to appoint the current and future Municipal Court Judge of the Municipal Court of Wildwood as Judge of the Municipal Court of West Wildwood. In addition the Borough of West Wildwood hereby appoints the same Court Administrator, Prosecutor, Public Defender and other court personnel as currently serving and who in the future shall serve for the City of Wildwood during the term of said agreement.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that they hereby authorize and direct the Deputy Mayor and Borough Clerk to execute a Shared Services Agreement with the City of Wildwood for Municipal Court Services in the amount not to exceed \$ 17,500.00; and

**BE IT FURTHER RESOLVED** that the term of this Agreement is for one (1) year, commencing January 1, 2015 and expiring December 31, 2015, and that all services to be provided by the City of Wildwood to the Borough of West Wildwood, along with the fees due to the City of Wildwood for providing these services, are outlined in the Agreement which is annexed and made a part hereof.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox					X	
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **January 2, 2015**.

  
 Donna L. Frederick, RMC  
 Municipal Clerk

CITY OF WILDWOOD  
Cape May County, New Jersey

RESOLUTION

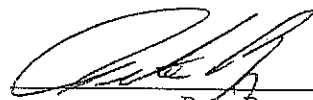
A RESOLUTION ESTABLISHING A SHARED SERVICES AGREEMENT  
BETWEEN THE BOROUGH OF WEST WILDWOOD AND CITY OF WILDWOOD  
FOR MUNICIPAL COURT SERVICES PURSUANT TO THE UNIFORM SHARED  
SERVICES AND CONSOLIDATION ACT, N.J.S.A.40A:65-1 ET SEQ.


WHEREAS, N.J.S.A. 40A:65-1, et seq. the Uniform Shared Services and Consolidation Act, authorized municipalities to enter into Agreements with other municipalities for the joint provisions within their jurisdictions of services which any of the parties on whose behalf such services are to be performed may legally perform for itself; and

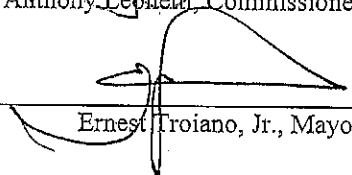
WHEREAS, the City of Wildwood and Borough of West Wildwood deemed it appropriate and economically beneficial to enter into such an Agreement of services pertaining to Municipal Court Services for the year 2015.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, County of Cape May and State of New Jersey, the Governing Body thereof, that they hereby authorize and direct the Mayor and City Clerk to execute a Shared Services Agreement with the Borough of West Wildwood for Municipal Court Services; and

BE IT FURTHER RESOLVED, that the term of this Agreement is one (1) year, and that all services to be provided by the City of Wildwood to the Borough of West Wildwood, along with the fees due to the City of Wildwood in the amount not to exceed \$17,500.00 for providing these services, are outlined in the Agreement which is annexed hereto and made a part hereof.

  
Peter Byron, Commissioner

  
Anthony Leporetti, Commissioner

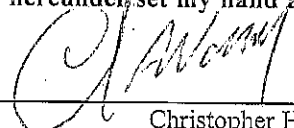
  
Ernest Troiano, Jr., Mayor

Resolution No. 19-1-15

Offered by: Leporetti

Seconded by: Byron

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 14<sup>th</sup> day of January, 2015 and in witness whereof I have hereunder set my hand and official seal on this date written.

  
Christopher H. Wood, City Clerk