

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: CITY OF SEA ISLE CITY COUNTY: CAPE MAY

RECIPIENT: COUNTY OF CAPE MAY COUNTY: CAPE MAY

BRIEF DESCRIPTION OF SERVICE:

Resolution of the City of Sea Isle City, County of Cape May, and State of New Jersey Authorizing the City to Enter into a Shared Service Agreement with Ocean City for Project Management Services

EFFECTIVE DATE: June 28, 2018

EXPIRATION DATE: December 31, 2018

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.

RESOLUTION 095 (2018)

RESOLUTION OF THE CITY OF SEA ISLE CITY, COUNTY OF CAPE MAY AND STATE OF NEW JERSEY AUTHORIZING THE CITY TO ENTER INTO A SHARED SERVICE AGREEMENT WITH OCEAN CITY FOR PROJECT MANAGEMENT SERVICES

WHEREAS, the City of Sea Isle City (hereinafter, "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, 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 Sea Isle City and Ocean City to maintain a cooperative relationship and assist each other when possible; and

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

WHEREAS, Sea Isle City and Ocean City desire to enter into an agreement for the aforescribed joint services by written agreement between the two municipalities in a form substantially similar to the agreement attached hereto; 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 approves the Shared Services Agreement to be entered into with the City of Ocean City, which shall be in a form substantially similar to the agreement attached hereto.
2. A true copy of the final, executed shared Services Agreement will be on file at the office of the Clerk of Sea Isle City and will be available for review by the public during normal business hours.
3. The Mayor, business Administrator and City Clerk are hereby authorized to execute any and all necessary documents in order to implement this Resolution.


BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to Paula Doll, CFO and the City of Ocean City.


John C. Gibson, Councilman

Recorded Vote:

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

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of Sea Isle City, New Jersey, at the regular meeting held on May 29, 2018.


Shannon D. Romano, Municipal Clerk

**SHARED SERVICES AGREEMENT FOR PROJECT
MANAGEMENT SERVICES**

This Agreement for the provision of Project Management Services is made as of this 28 day of JUNE, 2018, 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, 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, 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, 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.

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

- a. Rinck's primary responsibility shall be to his duties in Ocean City. He shall be available to work in Sea Isle City only if and when doing so does not compromise or prejudice his operational and project management work in Ocean City. The majority of Rinck's time while this agreement is in effect will be spent working in Ocean City.

- b. Specific projects will be agreed upon in advance between the Ocean City and Sea Isle City Business Administrators.
- c. Rinck shall report to Savastano for projects in Sea Isle City.
- d. Sea Isle will provide Rinck with office space and office supplies as needed for him to perform project management services in Sea Isle City.
- e. Ocean City will provide Rinck with a municipal vehicle to be used for business purposes and for travel between cities.
- f. The workplace insurance coverage for Roger Rinck shall remain the responsibility of Ocean City, regardless of specific project assignment at any given time.
- g. Sea Isle City will compensate Ocean City at a rate of \$100 per hour for Roger Rinck's services hereunder.

SECTION 3.

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.

B. Duration

This Agreement shall remain in effect for the balance of 2018 and terminate December 31, 2018 unless renewed with the mutual consent of the parties, evidenced by a resolution passed by the governing body of each of the parties 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.

SECTION 4.

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 5.

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 6.

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 7.

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

City of Sea Isle City:

Clerk, City of Sea Isle City
233 JFK Boulevard
City of Sea Isle City, NJ 08243

Paul J. Baldini, Esq.
Solicitor, City of Sea Isle City
4413 New Jersey Avenue
Wildwood, NJ 08260

SIGNATURES:

The City of Ocean City



Melissa G. Rosner, RMC

The City of Sea Isle City



Shannon D. Romano, RMC, CMR
City Clerk


Jay A. Gillian

Mayor


Leonard C. Desiderio

Mayor

RESOLUTION 18-54-239

AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT BETWEEN THE CITY OF OCEAN CITY AND THE CITY OF SEA ISLE CITY, CAPE MAY COUNTY, NEW JERSEY FOR PROJECT MANAGEMENT SERVICES

WHEREAS, the City of Ocean City desires to enter into a Shared Service Agreement with the City of Sea Isle City for shared services for the administration and inspection of project related work and other project management duties; and

WHEREAS, a mutually advantageous agreement has been negotiated between the City of Ocean City and the City of Sea Isle City which would enable each city to provide professional services to the other on an as needed basis for project management; and

WHEREAS, it has been determined that the execution of a Shared Services Agreement between the City of Ocean City and the City of Sea Isle 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. 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 Sea Isle City and the City of Ocean City desire to do same; and

WHEREAS, Dorothy F. McCrosson, Esq., City Solicitor has reviewed the agreement and recommends that the agreement be authorized; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it hereby authorizes a Shared Services Agreement with the City of Sea Isle and will accept reimbursement as stated in the attached agreement and as follows:

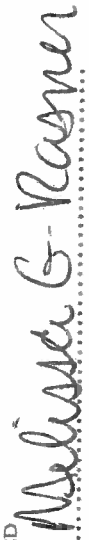
1. Ocean City accepts approves the Shared Services Agreement for project management services to be entered into with Sea Isle City, a true copy of which will be on file at the office of the Clerk of Ocean City and can be reviewed by the public during normal business hours.
2. The Mayor and City Clerk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


Peter V. Madden
Council President

Offered by **COUNCILMAN . BARR** Seconded by **COUNCILMAN . WILSON**

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 **28TH** day of **JUNE** 2018

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


Melissa G. Rasner
City Clerk