

SHARED SERVICES AGREEMENT

This is an Agreement between the Borough of West Cape May, a municipal corporation with offices at 731 Broadway, West Cape, May, NJ; and the Borough of Cape May Point, a municipal corporation with offices at 215 Lighthouse Avenue, Cape May Point, NJ.

The parties enter into this Agreement on the 23rd day of July, 2014.

The parties enter into this Agreement pursuant to N.J.S.A. 40A:65-1 et seq., the "Uniform Shared Services and Consolidation Act."

RECITALS

1. Both West Cape May and Cape May Point own and operate various pieces of heavy equipment, which each municipality uses for various public works purposes, such as trash removal, snow and ice removal, street salting and repair, addressing water leaks, etc.

2. In the past, from time to time, on an informal basis, the two municipalities have shared this equipment and the labor necessary to operate it, as a convenience and as a means of efficiently and economically providing their residents with necessary services.

3. The governing bodies of both West Cape May and Cape May Point now believe it would be in the best interest of the residents of both municipalities to formalize this equipment-sharing agreement, so that both municipalities may have the benefit of all available equipment without duplicate purchases and operating costs.

4. The parties intend this Agreement to accomplish that purpose.

Accordingly, it is hereby AGREED as follows:

1. West Cape May and Cape May Point will share the use of the equipment listed in the attached Exhibit A to this Agreement.

2. The equipment listed in Exhibit A will be shared by the two boroughs on an "as needed" basis, as mutually determined by the respective public works managers of the two municipalities.

3. Each municipality shall provide the necessary labor to operate the equipment borrowed by it when it is being operated in that municipality.

4. Each municipality shall be responsible for the maintenance and upkeep of its own equipment.

5. Each municipality will be responsible for purchasing and storing supplies for its own use, except that West Cape May will store the road-salt for both municipalities.

6. The list of equipment in Exhibit A shall be reviewed and updated on an annual basis by the public managers of both municipalities.

7. Each municipality shall keep a log or schedule of the hours any piece of its equipment is used by or for the other municipality, together with a total of the labor and operational costs associated with each use. At the end of each year, the municipalities will account to each other for the shared equipment costs, and will "true up" the costs of either reimbursement to whichever municipality has a favorable account balance, or a credit for future hours of equipment usage.

8. Each municipality will maintain insurance on its own equipment but will also maintain the other municipality as an additional insured on its policy.

9. The duration of this Agreement will be for three (3) years. Either party may terminate this Agreement without cause at any time, on 60 days' notice to the other party.

10. The parties will arbitrate any dispute arising under the terms of this Agreement. The results of that arbitration will be binding.

BOROUGH OF WEST CAPE MAY


By: Pamela Kaithern, Mayor

BOROUGH OF CAPE MAY POINT


By: Anita vanHeeswyk, Mayor