

INTERLOCAL SERVICES AGREEMENT
FIRE SUPPRESSION SERVICES

BETWEEN **THE BOROUGH OF WILDWOOD CREST**
AND **WILDWOOD CREST VOLUNTEER FIRE COMPANY NO. 1**
AND **THE TOWNSHIP OF LOWER**
AND **THE COMMISSIONERS OF FIRE DISTRICT NO. 3, TOWNSHIP OF LOWER, COUNTY OF CAPE MAY**

THIS AGREEMENT made on this 30 day of NOV., 2016, by and between **BOROUGH OF WILDWOOD CREST**, a municipal corporation of the State of New Jersey, having its principal place of business at 6101 Pacific Avenue, Wildwood Crest, New Jersey, 08260, hereinafter referred to as the "Borough", **WILDWOOD CREST VOLUNTEER FIRE COMPANY NO. 1**, having its principal place of business at 7100 Pacific Avenue, Wildwood Crest, New Jersey, 08260, hereinafter referred to as "Volunteer Fire Company", **TOWNSHIP OF LOWER**, a municipal corporation of the State of New Jersey, having its principal place of business at 2600 Bayshore Road, Villas, New Jersey, 08251, hereinafter referred to as the "Township, and **THE COMMISSIONERS OF FIRE DISTRICT NO. 3, TOWNSHIP OF LOWER, COUNTY OF CAPE MAY**, having its principal place of business at 415 Breakwater Road, Erma, New Jersey, 08204, hereinafter referred to as the "District".

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., the Borough, Volunteer Fire Company, Township and District desire to contract for the furnishing of fire protection services, and

WHEREAS, it is in the best interest of the citizens of both the Borough and the Township to enter into this joint agreement for the furnishing of fire protection services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **FIRE SUPPRESSION SERVICES:** The current volunteer fire department known as Wildwood Crest Volunteer Fire Company No. 1 shall provide fire suppression services ONLY to the Township exclusively for the geographical area of the Township known as Diamond Beach. This shall include all areas of Diamond Beach from Richmond Avenue to the base of the bridge known as the Ocean Drive Bridge. This shall also include the geographical area of the Township which is located along Bayview Drive. In addition to the Volunteer Fire Company providing

suppression services, the Borough will provide police and EMT services with the Volunteer Fire Co. ONLY for all fire calls and/or fire suppression services when responded to by the Volunteer Fire Co. The Borough, through the Volunteer Fire Co., shall be the initial response for all fire calls and fire suppression services within the designated geographic location, and the Volunteer Fire Co. will respond to all fire calls and fire suppression services in the same manner, utilizing the same equipment and manpower that the Volunteer Fire Co. currently utilizes in response to such calls within Wildwood Crest, and the District shall be required to also respond on site to all calls. After arriving on site, as soon as safe and reasonably practical, the Township's police, EMTs and the District will relieve all Wildwood Crest units that are on scene. The District and/or Township shall have all reporting and post-response obligations as to documentation, claims, reports, etc. It is expressly understood and agreed to by all parties hereto that the Borough shall not be required to provide EMT or police services or protection EXCEPT as to any and all fire calls. All dispatch obligations shall be that of Township. Borough shall have no responsibility or liability pertaining to dispatch operations or dispatch communications. This agreement does not include any services from Borough to Township for annual or other fire, life hazard, smoke detector or carbon monoxide inspections, all of which shall remain the sole responsibility of the Township of Lower, Bureau of Fire Safety.

2. TERM OF AGREEMENT: The term of this agreement shall be three (3) years from January 1, 2017 to December 31, 2019. This agreement shall be cancelled by either party upon written notice to all parties of cancellation ninety (90) days prior to the requested cancellation date, except that Borough may terminate this agreement upon thirty (30) days written notice from Borough to all parties of nonpayment.

3. CONSIDERATION/CONTRIBUTION FOR OPERATING EXPENSES: The agreed-upon cost of providing said services shall be as follows:

Year 1:
\$38,750.00 on or before February 1, 2017
\$38,750.00 on or before October 1, 2017

Total Year 1 \$77,500

Year 2:
\$40,000.00 on or before February 1, 2018
\$40,000.00 on or before October 1, 2018

Total Year 2 \$80,000

Year 3:
\$42,500.00 on or before February 1, 2019
\$42,500.00 on or before October 1, 2019

Total Year 3 \$85,000

All funds are to be made payable to the Wildwood Crest Volunteer Fire Company No. 1.

4. **INSURANCE:** It is understood and agreed to that the Borough and the Township are currently insured through the Atlantic County Municipal Joint Insurance Fund, and the District is current insured through VFIS. The parties hereto agree, to the extent that it is necessary, each party will name the other as additional insured, if required for purposes of this Interlocal Services Agreement. Each party shall provide, if required, certificates of insurance setting forth coverage and naming the other party as additional insured, with a proviso that any such policies cannot be cancelled except upon sixty (60) days notice to the other party. In the event either party ceases to participate in its insurance program as is in effect on the date of this Agreement, such party shall provide alternative insurance comparable to the coverage in effect on the date of this Agreement, subject to the approval of the other party, which approval shall not be unreasonably withheld, conditioned or delayed.

5. **TERMINATION:** This agreement may be terminated upon three (3) months written notification by any party to all parties, in which event the parties agree to meet and resolve all issues associated with such termination. This agreement may also be terminated upon the default of any payments due hereunder, subject to Borough providing thirty (30) days written notice to all parties of said default and providing an opportunity to cure the default within the 30-day notice period. Should said default continue beyond the 30-day notice period, Borough shall be entitled to issue written notice to all parties of termination.

6. **NOTICE:** All notices pertaining to this agreement shall be made only in writing, duly authorized and signed by the parties' authorized representatives. All notices, statements or other documents required by this agreement shall be hand delivered, emailed, faxed or mailed to the following addresses:

For the Borough: Director of Public Safety and
Borough Clerk
Borough of Wildwood Crest
6101 Pacific Avenue
Wildwood Crest, NJ 08260

For the Volunteer Fire Co. Wildwood Crest Volunteer Company No. 1
7100 Pacific Avenue
Wildwood Crest NJ 08260

For the Township: Mayor and
Township Manager
2600 Bayshore Road
Villas NJ 08251

For the District: Board of Commissioners
Chairman
P. O. Box 162
Rio Grande NJ 08242

7. **AMENDMENTS TO AGREEMENT:** Any modifications or changes to this agreement must be made in writing by mutual consent of the parties hereto and executed by all parties. Unless so modified or in the event of termination of the agreement pursuant to Paragraph 5 herein, all conditions and terms of this agreement shall be binding on the parties.

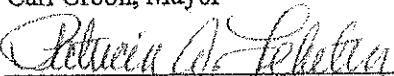
IN WITNESS WHEREOF, the parties affix their signatures to this Agreement, intending to be legally bound. If a party is a corporation, this Agreement is signed by its proper corporate officers and its corporate seal is affixed.

WITNESS:

BOROUGH OF WILDWOOD CREST

By: 

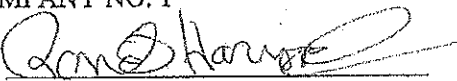
Carl Groon, Mayor

By: 

Patricia Feketics, Borough Clerk

WITNESS:

WILDWOOD CREST VOLUNTEER FIRE
COMPANY NO. 1

By: 

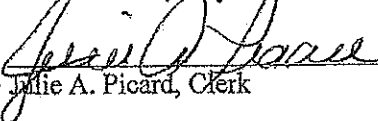
Ron Harwood, Chief

WITNESS:

TOWNSHIP OF LOWER

By: 

Michael Beck, Mayor

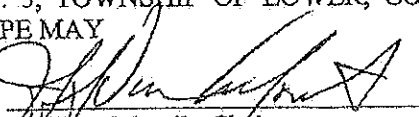
By: 

Julie A. Picard, Clerk

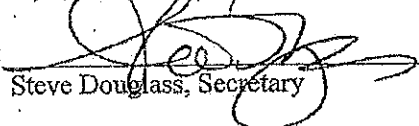
WITNESS:



THE COMMISSIONERS OF FIRE DISTRICT
NO. 3, TOWNSHIP OF LOWER, COUNTY OF
CAPE MAY

By: 

Jeff Van Mourik, Chairman

By: 

Steve Douglass, Secretary