

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

RESOLUTION 2024-079

**RESOLUTION AUTHORIZING EXECUTION OF A
MEMORANDUM OF UNDERSTANDING BETWEEN
THE BOROUGH OF WEST WILDWOOD AND FOP LODGE 7**

WHEREAS, the Borough of West Wildwood (the "Borough") and FOP Lodge 7 ("FOP 7") executed a Collective Bargaining Agreement ("CBA") and are subject to the terms therein until its expiration on December 31, 2025; and

WHEREAS, on February 9, 2024, FOP 7 filed a grievance against the Borough alleging various violations of the CBA with regard to enhanced compensation for the acting officer-in-charge of the police department; and

WHEREAS, the Borough and FOP 7 engaged in settlement negotiations and came to a resolution with regard to the Grievance,

WHEREAS, the Borough and FOP 7 have agreed to execute a Memorandum of Understanding ("MOU"), attached hereto, to memorialize the settlement and resolution of the issues set forth in the Grievance.

NOW, THEREFORE, BE IT RESOLVED, on this 18th day of September, 2024, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that the Commissioner of Public Safety is hereby authorized on behalf of the Borough to execute the MOU.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon adoption by the Board of Commissioners of the Borough of West Wildwood.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Matthew J. Ksiazek	X		X			
Commissioner John J. Banning			X			
Commissioner Joseph D. Segrest		X	X			

I, Donna Frederick, 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 Workshop Meeting held on September 18, 2024.


Donna L. Frederick, RMC
Municipal Clerk

- C. After three (3) months of compensation at the Lieutenant rate of pay, on November 8, 2024, Sergeant Dodd's compensation will increase to that of the Captain's rate of pay, as set forth in the current CBA;
- D. Sergeant Dodd's rate of pay will remain at the Captain's rate during his tenure as OIC, or until a new CBA is executed between the Borough and the FOP 7; and
- E. FOP 7 will dismiss, with prejudice, the Grievance dated February 9, 2024.

3. Opportunity for Review. Each Party to this MOU has had an opportunity to have this MOU reviewed by an attorney of his/her choice, and have been fully advised by their attorney as to the meaning and interpretation of executing this MOU.

4. Modifications in Writing. This MOU may not be modified unless in writing and executed by the Parties hereto. The provisions of this MOU shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the parties.

5. Signing Authority. Each of the Parties hereby expressly represents and warrants that it possesses full and complete approval and authority necessary to execute this MOU and to enter into the obligations set forth in this MOU, and that the person executing this MOU on behalf of such Party has all necessary and appropriate authority to do so and to bind such Party to the obligations set forth in this MOU.

6. Entire Agreement. This MOU contains the entire agreement between the Parties relating to the subject matter hereof, and all prior agreements relative hereto which are not contained herein are terminated.

7. Law Governing. This MOU shall be governed by and construed in accordance with the local, internal laws of the State of New Jersey.

8. Severability. This MOU is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this MOU or the application thereof to any Party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain between the Parties as expressed herein, the remainder of this MOU and the application of such provision to a Party or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

9. Headings. The Section headings appearing in this MOU are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be signed, as of the date first above written.

ATTEST:



Donna L. Frederick
Municipal Clerk

BOROUGH OF WEST WILDWOOD

By: 

Commissioner John Banning
Public Safety Director

ATTEST:

Scott T. Cox

FOP LODGE 7

By: 

Name: James Dodd

Title: West Wildwood FOP Representative