

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

14-50-271

**AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE  
COUNTY OF CAPE MAY, NEW JERSEY FOR THE FUNDING AND DEVELOPMENT  
OF A SKATEBOARD PARK IN OCEAN CITY**

**WHEREAS**, the Administration of the City of Ocean City (hereinafter, "the City") applied to the Cape May County Open Space Program for funding in the amount of \$500,000 to be used in the development of a skateboard park on City-owned land at 550 Asbury Avenue ("the Project"); and,

**WHEREAS**, the Cape May County Open Space Board, after public hearing and deliberation thereon, recommended that the Board of Chosen Freeholders of Cape May County (hereinafter, "the County") approve the said application; and,

**WHEREAS**, the County conducted a public hearing regarding the Project on July 8, 2014; and,

**WHEREAS**, by Resolution dated September 9, 2014, the County authorized the attached Shared Services Agreement; and,

**WHEREAS**, City Council has adopted Ordinance #14-42, the bond ordinance which will provide the funding for the project in advance of the \$500,000 reimbursement from the County;

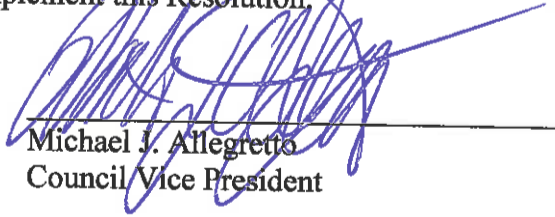
**WHEREAS**, both the City and the County believe that the shared services being contemplated hereby are in the best long-term interests of both the County and the City, and their residents and taxpayers; and

**WHEREAS**, a Shared Services Agreement has been prepared by County Counsel, has been reviewed by the City's Solicitor and is on file in the offices of the City's Clerk and the County and is available for public review during normal business hours; and,

**WHEREAS**, the City believes that the execution of this Shared Services Agreement will be of value to the City's taxpayers;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, County of Cape May, New Jersey as follows:

1. The City accepts and approves the Shared Services Agreement to be entered into with the County, a true copy of which is on file at the office of the Clerk of Ocean City and can be reviewed by the public during normal business hours; and
2. The Mayor, Business Administrator and City Clerk are hereby authorized to execute any and all necessary documents in order to implement this Resolution.

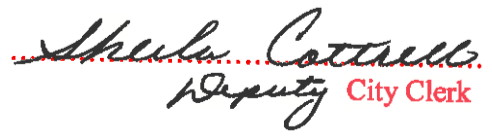
  
\_\_\_\_\_  
Michael J. Allegretto  
Council Vice President

File name:\ Res approving SSA with County

Offered by ... COUNCILMAN DEVLIEGER ..... Seconded by ... COUNCILMAN MCCLELLAN .....

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 ..... 4TH ..... day of ... DECEMBER ..... 2014.

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DeVlieger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Guinosso	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hartzell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madden	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McClellan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wilson	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

  
\_\_\_\_\_  
Deputy City Clerk

**CAPE MAY COUNTY  
OFFICE of COUNTY COUNSEL**

4 Moore Road, DN-104  
Cape May Court House, N.J. 08210-1654  
Tel. (609) 465-1122 Fax (609) 463-0705  
Website: [www.capemaycountygov.net](http://www.capemaycountygov.net)



GERALD M. THORNTON  
Freeholder Director

BARBARA BAKLEY-MARINO, ESQ.  
County Counsel  
[bbm@co.cape-may.nj.us](mailto:bbm@co.cape-may.nj.us)

JAMES B. ARSENAULT, JR., ESQ.  
Assistant County Counsel  
[jarsenault@co.cape-may.nj.us](mailto:jarsenault@co.cape-may.nj.us)

September 19, 2014

MAYOR'S OFFICE  
SEP 24 2014  
RECEIVE

Jay A. Gillian, Mayor  
City of Ocean City  
861 Asbury Avenue  
Ocean City, New Jersey 08226

**Re: Open Space Program; Shared Services Agreement  
Ocean City Skatepark**

Dear Mayor Gillian:

Enclosed herewith are:

1. A copy of County Resolution No. 725-14 authorizing the approval of the above-referenced Agreement; and
2. Three (3) original copies of the Agreement executed by the Director and Clerk of the Freeholder Board.

After your municipality has executed the documents, I respectfully request that you provide our office with two (2) fully executed copies of same.

Thank you for your attention to this matter.

Very truly yours,

James B. Arsenault, Jr.  
Assistant County Counsel

JBA:jm  
Enclosures

**SHARED SERVICES AGREEMENT**

**BY AND BETWEEN THE**

**COUNTY OF CAPE MAY**

**AND**

**THE CITY OF OCEAN CITY**

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**OCTOBER 1, 2014 - SEPTEMBER 30, 2015**

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**CAPE MAY COUNTY OPEN SPACE AND FARMLAND PRESERVATION PROGRAM**

## PREAMBLE

THIS SHARED SERVICES AGREEMENT made and dated as of the 15<sup>th</sup> day of October, 2014, constitutes an agreement between the County of Cape May (hereinafter "County") and the City of Ocean City (hereinafter "Municipality"), both constituting public bodies corporate and politic of the State of New Jersey.

## WITNESSETH

WHEREAS, the County has determined that it is in the best interest of the County and residents therein, as well as the Municipality and residents of the individual Municipality located within the County, for the County to provide funds to such Municipality for the acquisition of lands for open space and the development of public park and recreation facilities or improvements; and

WHEREAS, the County desires, pursuant to the provisions of N.J.S.A. 40:12-16, et seq., N.J.S.A. 40:12-9 and N.J.S.A. 40A:65-1, et seq. and other related statutes providing for joint action with regard to capital projects and improvements which are deemed to benefit the County and the Municipality and their residents, to provide funding for such projects and improvements, and

WHEREAS, in 1989, pursuant to P.L. 1989, Chapter 30, the County of Cape May Board of Chosen Freeholders established an Open Space and Farmland Preservation Trust Fund; and

WHEREAS, on December 27, 2012, in accordance with N.J.S.A. 40:12-15.3, the Board of Chosen Freeholders adopted new 2013 Program Guidelines for the Open Space Program that incorporated the two additional eligible categories of park and recreation development as well as historic preservation projects; and

WHEREAS, the Municipality has submitted a joint application under the 2013 Program for Skate Park Equipment (Item #8) as listed on the Engineer's Estimate prepared by Roger D. McLarnon, PE, CME, PP on 04/15/14, herein attached as Schedule "A", located at Block 504, Lot 1 (portion), bounded by 5<sup>th</sup> and 6<sup>th</sup> Streets, City of Ocean City, New Jersey, with the initial amount of the request of \$500,000.00 (hereinafter "Submitted Proposal"); and

WHEREAS, on May 27, 2014, the Open Space Review Board has thoroughly reviewed, deliberated and voted to make a recommendation to the Board of Chosen Freeholders to fund this project, in an amount not to exceed \$500,000.00. This will hereinafter be referred to as the "Defined Project"; and

WHEREAS, a public hearing on this Defined Project was held on July 8, 2014 at the Cape May County Administration Building, 4 Moore Road, Cape May Court House, New Jersey 08210; and

WHEREAS, on the basis of the information provided by the applicant, the recommendation of the Open Space Review Board, and input gathered from the public hearing,

the Board of Chosen Freeholders desires to enter into this Shared Services Agreement with the Municipality to support the implementation of the Defined Project; and

WHEREAS, the County and the Municipality desires to enter into this Agreement in order for the County to provide funding to the Municipality for the aforementioned Defined Project;

NOW, THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the County and the Municipality, each for itself, its successors and assigns, do mutually covenant, promise and agree as follows:

**ARTICLE I**  
**PROVISION OF SERVICES**

**SECTION 101. County Funding.** The County agrees to provide reimbursement funds to the Municipality to undertake the Defined Project. Such funds shall be provided by the County to the Municipality with no repayment requested if the Municipality completes the Defined Project within the time frame outlined in Section 102 (the "Initial Term").

**SECTION 102. Agreement Term; Terms and Conditions.** The term of the Agreement shall commence on October 1, 2014 and shall terminate on September 31, 2015, which shall be the date when the Defined Project must be completed as referred to in Section 101. If the Municipality request an extension of the Initial Term from the date referred to in Section 101, it shall make such request in writing at least 60 days prior to such date to the Clerk of the Board of Chosen Freeholders. The County shall notify, in writing, the Municipality of the County's agreement to extend the completion of the Defined Project no later than 30 calendar days prior to the expiration date of the Initial Term.

**SECTION 103. Municipal Obligation.** In consideration for the County providing the funding to reimburse the Municipality, the Municipality agrees to pay to undertake the Defined Project and to complete it by the end of the Term of this Agreement as described in Section 101.

**SECTION 104. Conditions Precedent.** The following items shall be conditions precedent to the performance by the County and the Municipality of the respective obligations under this Agreement:

(a) The Approving Capital or Bond Ordinance or other budget provisions setting forth the authorization to proceed with the Defined Project of the Municipality shall have been adopted and shall be in full force and effect. A fully executed copy must be provided to the County within 30 days of passage.

(b) Application and receipt of any necessary permits from any and all agencies.

(c) Delivery of opinions of counsel to the County and the Municipality that this Agreement has been duly authorized and executed, and upon due execution by the other party will be a valid, binding and enforceable obligation of the County or the Municipality, as the case may be, except as the enforceability thereof may be subject to general principles of equity and laws affecting the enforcement of creditor's rights generally.

**SECTION 105. Authorized County and Municipal Representatives.** a) The authorized County Representative for all purposes of the Agreement shall be the Freeholder Director or such other representative who shall, from time to time, be designated by the Freeholder Director.

(b) The authorized Municipal Representative for all purposes of the Agreement shall be the Mayor or such other representative who shall, from time to time, be designated by the Mayor.

(End of Article 1)

**ARTICLE II**  
**REPRESENTATIONS AND WARRANTIES**

**SECTION 201. Representations and Warranties of the County.** The County represents and warrants to the Municipality as follows:

(a) General. The County is a public body corporate and politic of the State of New Jersey and has the power and authority to provide the Services to the Municipality and to execute and deliver this Agreement and all documents necessary to give effect to this Agreement and to perform its obligations hereunder.

(b) No Conflict. The execution, delivery and performance of this Agreement (i) has been duly authorized by all requisite action of the County, (ii) to the best knowledge of an Authorized County Representative, following diligent inquiry, will not violate or conflict with any provision of law, rule or regulation, any order of any court or other agency of government and (iii) to the best knowledge of an Authorized County Representative, will not violate or result in a default under any provision of any indenture, agreement or other instrument.

(c) Litigation. Except as otherwise disclosed to the Municipality, to the best knowledge of an Authorized County Representative, there is no action, suit or proceeding at law or in equity or by or before any Governmental Authority or other agency now pending or, threatened against or affecting the ability of the County to enter into this Agreement.

(d) Obligations of the County. When executed and delivered by the County, this Agreement will be a legal, valid and binding obligation of the County enforceable against it in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, moratorium or similar laws affecting creditors' rights generally.

**SECTION 202. Representations and Warranties by the Municipality.** The Municipality makes the following representations and warranties to the County:

(a) General. The Municipality (i) is a public body corporate and politic of the State of New Jersey, (ii) has full corporate power and authority to execute and deliver this Agreement and all documents necessary to give effect to this Agreement and to perform its obligations hereunder, and (iii) by proper Municipal action has duly authorized the execution and delivery of this Agreement.

(b) No Conflict. The execution, delivery and performance of this Agreement (i) has been duly authorized by all requisite action of the Municipality, (ii) to the best knowledge of an Authorized Municipal Representative, following diligent inquiry, will not violate or conflict with any provision of law, rule or regulation, any order of any court or other agency of government and (iii) to the best knowledge of an Authorized Municipal Representative, will not violate or result in a default under any provision of any indenture, agreement or other instrument.

(c) Litigation. Except as otherwise disclosed to the Municipality, to the best knowledge of an Authorized Municipal Representative, there is no action, suit or proceeding at



law or in equity or by or before any Governmental Authority or other agency now pending or, threatened against or affecting the ability of the Municipality to enter into this Agreement or perform the services hereunder.

(d) Obligations of the Agency. When executed and delivered by the Municipality, this Agreement will be a legal, valid and binding obligation of the Municipality, enforceable against it in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, moratorium or similar laws affecting creditors' rights generally.

(End of Article II)

**ARTICLE III**  
**OPEN SPACE AND FARMLAND PRESERVATION PROGRAM REQUIREMENTS**

**SECTION 301.** The County will reimburse the Municipality in an amount not to exceed \$500,000.00 to support the Defined Project identified in Section 302. This amount is the maximum total amount of funding by the County to the Municipality.

**SECTION 302.** Municipality will utilize funding from the County in the amount of \$500,000.00 to support the Defined Project. The Defined Project is specifically identified and described in the Municipality's application, presentation and recommendation by the County Open Space Review Board and is made a part of and incorporated with this Agreement as if set forth at length herein. The County's funding shall not be utilized for any other purpose. In the event said funding is not utilized for the Defined Project, the County shall declare Municipality in default of this Agreement and require the immediate repayment of \$500,000.00 to the County as described in Section 308 herein.

**SECTION 303.** The Municipality is responsible for the design, preparation, permitting, construction and completion of the Defined Project. The Municipality will prepare detailed site plans, with engineer's estimates, for approval by the Open Space Review Board and/or the Board of Chosen Freeholders prior to the commencement of the Defined Project, and will be wholly responsible for the implementation of the Defined Project in accordance with the same. Said Defined Project is or shall be accessible to all individuals as required by the Americans with Disabilities and Amendments Act. Municipality further agrees to assume or continue the obligations and prerogatives which otherwise apply to it as the owner of the property and of the Defined Project such as the long-term care, maintenance and operation of the Defined Project, which shall include all applicable insurance thereon, as follows:

- The Skate Park must be open to all residents of Cape May County
- The Skate Park will be known as the "Cape May County Skate Park in Ocean City" or other similar name as approved by the County
- Signage must be installed recognizing the partnership between the County and the Municipality and the contribution of Open Space Trust Funding to the development of the Skate Park
- The Municipality must have a budget line item dedicated annually for the maintenance of the Skate Park, at an amount to be determined by the Municipality's engineer
- The County must be provided with any proposed fee schedule for use of the Skate Park facility; County will have oversight of the proposed fees
- The County must approve any proposed third-party contracts for use and/or management of the site
- The County must approve any proposed sponsorships or third-party involvement on the site, including signage.

**SECTION 304.** The County will reimburse the Municipality the actual amount of expenditures made by the Municipality for implementation of the Defined Project in an amount

described in Section 301 above. Upon completion of the Defined Project, the County will schedule a formal inspection of the Defined Project, and will review the Defined Project for consistency with the site plan and engineer's estimates referenced in Section 303 above. Municipality will provide a certification to the total expenditures and provide proof of all expenditures for the Defined Project to the Chief Financial Officer of the County of Cape May within thirty (30) days of final completion of the Defined Project. Proof of all expenditures shall be in the form of vouchers or purchase orders, vendor invoices, and copies of cancelled checks (both sides). The failure to provide said documentation will result in a default of this agreement, and will result in non-payment by the County.

**SECTION 305.** The Municipality agrees to indemnify the County and to hold it harmless from and against any and all damages, claims, losses and liabilities of any sort (including reasonable attorney's fees) that the County may incur as a result of or arising out of the design, preparation, construction and use of the Defined Project. In addition, Municipality agrees to have the County named annually as a primary additional insured on a general liability insurance policy with coverage at least equal to three million dollars (\$3,000,000.00) per bodily injury or property damage occurrence until completion of the Defined Project. A certificate of insurance evidencing said coverage and the additional insured designation shall be provided to the County on an annual basis.

(a) Municipality assumes the risk of all damage, loss, cost and expense arising out of or relating to the Defined Project.

(b) It is the intention that the scope of this provision for indemnification is the widest and most comprehensive allowable by law and the Municipality will be responsible for any and all liabilities, occurrences, damages or costs which may occur.

(c) The Municipality and the County agree that this Agreement shall be construed to the fullest extent possible by law to impose upon the Municipality the fullest duties of indemnity which shall include the obligation by the Municipality to:

(1) Inspect the condition of the Defined Project, and repair as necessary;

(2) Defend the County in any claim, lawsuit, arbitration or claim of any sort completely through total and final resolution of the matter including appeals. In the event the Municipality does not timely provide a defense and indemnity that causes the County to incur costs including attorney's fees to enforce any rights pursuant to this Agreement, then, Municipality shall also be responsible for said costs and fees as incurred by County;

(3) Defend and indemnify the County for any claims for reimbursement and subrogation by any and all medical providers, medical insurers or workers compensation carriers or any other individual or entity.

**SECTION 306.** Municipality waives all rights to make a claim (or crossclaim) or file a suit against County for, and relieves County from all liability or responsibility of any kind arising from such damages, loss, cost or expense arising out of or related to the Defined Project.

**SECTION 307. Default.** Failure on the part of Municipality to comply with either the implementation of the Defined Project, in any aspect, as described in its application or any provision of this Agreement, or the satisfactory maintenance of the improvements, as required herein constitutes "default". Upon "default", as determined solely by the County, the County may, at its option, either:

(a) Declare this Agreement to be terminated, and require Municipality to repay the funds identified herein to the County within ten (10) days; or

(b) Permit Municipality to "cure" any default within thirty (30) days. Thereafter, County may, at its option, grant any other additional time needed to cure any default as necessary. If said default continues longer than any time frame agreed upon by County, Municipality shall repay the funds identified herein to the County within ten (10) days.

**SECTION 308. County Indemnification.** The County agrees to indemnify the Municipality and hold it harmless from and against any claims, damages, losses or liabilities that the Municipality may incur as a result or arising out of the gross negligence on the part of the County. The County does not waive any applicable N.J.S.A. 59-1, et seq. immunities.

(End of Article III)

**ARTICLE IV  
MISCELLANEOUS**

**SECTION 401. Governing Law.** This Agreement shall be deemed to be a contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the Superior Court of New Jersey sitting in Cape May Court House, New Jersey.

**SECTION 402. Consents.** Any consents required by the County or Municipality under this Agreement (other than those delegated to the applicable Authorized County Representative or Authorized Municipal Representative) shall be adopted by a resolution of the respective governing bodies.

**SECTION 403. Amendments.** Any amendment or modification of this Agreement will only be effective upon the execution of a written instrument authorized by the members of the Municipality in the case of the Municipality and the Freeholder Director and the Board of Chosen Freeholders in the case of the County.

**SECTION 404. Assignment.** No party may assign or attempt to assign its respective obligations under this Agreement. Any purported assignment of rights in violation of this provision is void. In addition to voiding the purported assignment, the County shall declare the assignor in default of this Agreement and require the re-payment of all project funds within seven (7) days.

**SECTION 405. Severability.** If one or more of the provisions of this Agreement are determined to be contrary to law, then such provision or provisions shall be deemed severable from the remaining provisions and shall not affect the validity of the other provisions of this Agreement.

**SECTION 406. Term.** The duties and obligations under Sections 306 and 307 shall remain in effect for as long as the applicable statute of limitations remain in effect and the duty to defend shall extend beyond the statute of limitations to the extent any claim is made against the County at any time in the future as it relates to the Defined Project.

**SECTION 407. Notices.** All notices required under the terms of this Agreement shall be given by hand delivering such notices or by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties. Notices to the County shall be sent to the Clerk, Board of Chosen Freeholders and County Treasurer. Notices to the Municipality shall be sent to the Mayor and Clerk of the Municipality.

**SECTION 408. Entire Agreement.** This Agreement constitutes the entire understanding of the parties.


(End of Article IV)

IN WITNESS WHEREOF, the County and the Municipality have caused their respective seals to be hereunto affixed and attested and this Agreement to be signed by their respective, duly authorized officers and to be dated as of the day and year first written above.

ATTEST:

COUNTY OF CAPE MAY

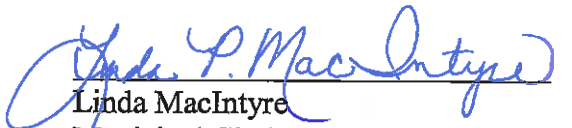
  
Elizabeth Bozzelli  
Clerk of the Board  
[SEAL]

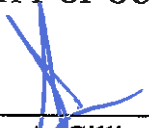
BY:   
Gerald M. Thornton  
Freeholder Director

Date: September 9, 2014

ATTEST:

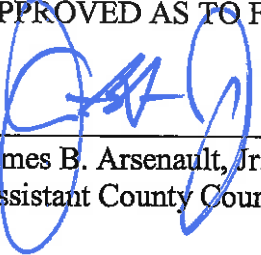
CITY OF OCEAN CITY

  
Linda MacIntyre  
Municipal Clerk  
[SEAL]

BY:   
Jay A. Gillian  
Mayor

Date: 12-9-14

APPROVED AS TO FORM:

  
James B. Arsenault, Jr., Esquire  
Assistant County Counsel

**BOARD OF CHOSEN FREEHOLDERS  
CAPE MAY COUNTY, NEW JERSEY  
RESOLUTION**

No. 725-14

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES  
AGREEMENT WITH THE CITY OF OCEAN CITY FOR THE PROJECT KNOWN AS  
"OCEAN CITY SKATEPARK", PROVIDING FOR THE FUNDING OF A PORTION OF  
THIS PROJECT, IN A TOTAL AMOUNT NOT TO EXCEED \$500,000.00, WITH  
ADOPTION OF ALL OTHER TERMS AND CONDITIONS OF THE  
ANNEXED SCHEDULES**

**WHEREAS**, the County of Cape May (hereinafter "County") has determined that it is in the best interest of the County and residents therein, as well as the municipalities and residents of the individual municipalities located within the County, for the County to provide funds to such municipalities for the acquisition of lands for open space and the development of public park and recreation facilities or improvements, and historic preservation; and

**WHEREAS**, the County desires, pursuant to the provisions of N.J.S.A. 40:12-16 et seq., N.J.S.A. 40:12-9 and N.J.S.A. 40A:65-1, et seq. and other related statutes providing for joint action with regard to capital projects and improvements which are deemed to benefit the County and the municipalities and their residents, to provide funding for such projects and improvements, and

**WHEREAS**, in 1989, pursuant to P.L. 1989, Chapter 30, the County of Cape May Board of Chosen Freeholders established an Open Space and Farmland Preservation Trust Fund; and

**WHEREAS**, on December 27, 2012, in accordance with N.J.S.A. 40:12-15.3, the Board of Chosen Freeholders adopted new 2013 Program Guidelines for the Open Space Program that incorporated the two additional eligible categories of park and recreation development as well as historic preservation projects; and

**WHEREAS**, the City of Ocean City (hereinafter "Municipality") has submitted an application under the 2013 Program for Skate Park Equipment with the initial amount of the request of \$500,000.00 (hereinafter "Submitted Proposal"); and

**WHEREAS**, on May 27, 2014, the Open Space Review Board thoroughly reviewed, deliberated and voted to make a recommendation to the Board of Chosen Freeholders to fund the project, in an amount not to exceed \$500,000.00, pursuant to the attached Schedule "A". This will hereinafter be referred to as the "Defined Project"; and

**BOARD OF CHOSEN FREEHOLDERS  
CAPE MAY COUNTY, NEW JERSEY  
RESOLUTION**

No. 725-14

**WHEREAS**, a public hearing on this project was held on July 8, 2014 at the Cape May County Administration Building, 4 Moore Road, Cape May Court House, New Jersey 08210; and

**WHEREAS**, on the basis of the information provided by the applicant, the recommendation of the Open Space Review Board, and input gathered from the public hearing, the Board of Chosen Freeholders desires to enter into this Shared Services Agreement, attached hereto as Schedule "B", with the Municipality to support the implementation of the Defined Project; and

**WHEREAS**, the County and the Municipality desire to enter into this Agreement in order for the County to provide funding to the Municipality for the aforementioned Defined Project; and

**WHEREAS** the Municipality will have sole responsibility over the development and implementation of the Defined Project, including the permitting, construction, operating, and long-term maintenance of the Defined Project in accordance with all applicable laws and regulations; and

**NOW, THEREFORE**, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the County and the Municipality, each for itself, its successors and assigns, do mutually covenant, promise and agree as follows:

1. All of the above recitals are incorporated herein by reference as if repeated at length.
2. The appropriate officers of the Board, to wit, the Freeholder Director and the Clerk, are hereby authorized and directed to execute the attached Shared Services Agreement, effective October 1, 2014 through September 30, 2015, a copy of which is attached hereto as Schedule "B".
3. Encumbrance of funds under the Open Space Program to be released pursuant to the terms and conditions of the attached Shared Services Agreement.

STATEMENT

*This Resolution authorizes a Shared Services Agreement with the City of Ocean City for funding for the above-referenced project under the Open Space Program, pursuant to N.J.S.A. 40:12-16, et seq.*

cc: City of Ocean City  
Director/Planning Department  
Division Director/Open Space & Farmland Preservation  
County Treasurer  
File:

STATE OF NEW JERSEY } ss.:  
COUNTY OF CAPE MAY }

I, Elizabeth Bozzelli, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the \_\_\_\_\_ 9th \_\_\_\_\_ day of \_\_\_\_\_ September \_\_\_\_\_, 20 14 .

Signed, \_\_\_\_\_

*Elizabeth Bozzelli*  
Clerk of the Board jim

Freeholders	RECORD OF VOTE					
	Ayes	Nays	Abstain	Absent	Moved	Second
Mr. Desiderio	✓					
Ms. Gabor	✓					✓
Ms. Hayes	✓					
Mr. Morey	✓				✓	
Mr. Thornton	✓					

V - Indicates Vote Moved-Resolution Offered Second-Resolution Seconded



# **SCHEDULE "A"**

CAPE MAY COUNTY  
PLANNING DEPARTMENT



Will Morey  
Freeholder

4 Moore Road  
Cape May Court House, N.J. 08210-1601  
(609) 465-1080 □ Fax: 465-1418  
planningbd@co.cape-may.nj.us

Leslie L. Gimeno, PP, AICP  
Planning Director

*Established 1953*

Mr. Mike Dattilo, Business Administrator  
City of Ocean City  
861 Asbury Avenue  
Ocean City, NJ 08226

June 6, 2014

Re: Application to Open Space Program for a Skate Park

Dear Mr. Dattilo,

The Open Space Board is in receipt of the City's application to the Cape May County Open Space Program for the construction of a Skate Park on a city-owned parcel located at 550 Asbury Avenue in Ocean City.

Upon submission, each application is reviewed by the Board for consistency with the goals and objectives of the Program, as described in the Program Guide. In order to maximize the benefit of the use of limited funds, the Open Space Board makes positive recommendations to the Board of Chosen Freeholders for those projects that have a regional appeal, and that would contribute to the diversity of our County's open space and recreation resources.

After careful consideration, the Cape May County Open Space Review Board has decided to **recommend** the City's Park/Recreation Development project to the Board of Chosen Freeholders funding in the amount not to exceed \$500,000. This funding is to be utilized for the "Skate Park Equipment" (Item #8) as listed on the Engineer's Estimate prepared by Roger D. McLarnon, PE, CME, PP on 4/15/14, which was provided as "Tab #7" in the City's application package.

In its deliberations, the Open Space Board had several questions and concerns regarding the site as a whole. Therefore, we are requesting that the City submit a site plan for the lot in question, which includes not only the schematic of the skate park, but also the planned viewing platforms/facilities and a landscaping plan. This should be submitted to the Open Space Board prior to the public hearing which will be scheduled for July 8<sup>th</sup>.

In addition to the submission of a site plan, there are several conditions regarding our positive recommendation to the Board of Chosen Freeholders. These items will be

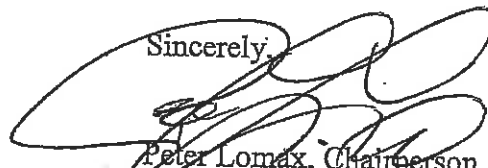
incorporated into a draft Shared Services Agreement which will be sent to you prior to July 8<sup>th</sup>. In general, they are as follows:

- The Skate Park must be open to all residents of Cape May County
- The Skate Park will be known as the "Cape May County Skate Park in Ocean City" or other similar name as approved by the County
- Signage must be installed recognizing the partnership between the County and the City and the contribution of Open Space Trust Funding to the development of the Skate Park
- The City must have a budget line item dedicated annually for the maintenance of the skate park, at an amount to be determined by the City Engineer
- The County must be provided with any proposed fee schedule for use of the skate park facility; County will have oversight of the proposed fees
- The County must approve any proposed third-party contracts for use and/or management of the site
- The County must approve any proposed sponsorships or third-party involvement on the site, including signage

County Counsel will work to develop a draft Shared Services Agreement for your review. A public hearing on the project will be held by the Board of Chosen Freeholders in order to meet the requirements of N.J.S.A. 40:12-15.2 et seq. It is anticipated that this hearing will be scheduled for Tuesday, July 8<sup>th</sup>. If no modifications to the project and/or documents are necessitated by the public hearing, the Freeholder Board can move to adopt a resolution and execute the necessary documents at their regularly scheduled meeting on August 26<sup>th</sup>, 2014.

Thank you in advance for your cooperation as we move through the necessary steps to bring the project into fruition. I look forward to working with you over the next several months, and to enjoying the wonderful recreation opportunities that this project will bring to our area residents and visitors for many years to come. If you have any questions or concerns throughout the process, please feel free to contact Leslie Gimeno, County Planning Director, at (609) 465-6875.

Sincerely,



Peter Lomax, Chairperson  
Open Space Review Board

Cc: Mike Laffey, Director of Operations  
Dale Foster, County Engineer  
County Counsel



**CITY OF OCEAN CITY  
ENGINEER'S ESTIMATE**

**PROJECT NAME:**  
Skateboard Park in 500 block of West Avenue

**PROJECT NUMBER:**  
6-13-063

**BASE BID**

**DATE:** 4/15/14

ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	EST. UNIT PRICE	AMOUNT
<b>SKATEPARK IMPROVEMENTS</b>					
1	CLEARING SITE	LUMP SUM	1	\$25,000.00	\$25,000.00
2	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	S.Y.	700	\$15.00	\$10,500.00
3	CONCRETE SIDEWALK, 4" THICK	S.Y.	2,000	\$70.00	\$140,000.00
4	CONCRETE FOUNDATIONS	UNITS	6	\$3,000.00	\$18,000.00
5	FENCING - 12 FT HIGH	LF	580	\$20.00	\$11,600.00
6	GATE - 4 FT WIDE	UNITS	2	\$150.00	\$300.00
7	CONCRETE RIBBON WALL	L.F.	580	\$90.00	\$52,200.00
8	SKATE PARK EQUIPMENT	L.S.	1	\$500,000.00	\$500,000.00

**ESTIMATED CONSTRUCTION COST: \$757,600.00**

This cost estimate was developed in consideration of the Public Bidding Laws and Prevailing Wage Requirements of the State of New Jersey.

  
 Roger D. McLarnon, PE, CME, PP