

**TOWNSHIP OF UPPER
CAPE MAY COUNTY
R E S O L U T I O N**

RESOLUTION NO. 94 -2013

**RE: AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE
COUNTY OF CAPE MAY FOR MAINTENANCE OF
THE UPPER TOWNSHIP SENIOR CENTER**

WHEREAS, the County has undertaken the renovations of a senior citizen facility located at 1369 Stagecoach Road in Upper Township with grant funding received from the New Jersey Department of Community Affairs; and

WHEREAS, the County of Cape May has indicated a desire to enter into a Shared Services Agreement with the Township of Upper for maintenance of the facility upon completion of the renovations; and

WHEREAS, the Township of Upper has deemed it to be in the Township's interest to provide the services to the County as outlined in the Shared Services Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee, the governing body of the Township of Upper, in the County of Cape May and State of New Jersey, as follows:

1. **SHARED SERVICES AGREEMENT.** Pursuant to the provisions of the Uniform Shared Services and Consolidation Act, (N.J.S.A. 40A:65-1, et seq.,) the Township of Upper is hereby authorized and empowered to enter into a Shared Services Agreement with the County of Cape May for maintenance of the senior center facility located at 1369 Stagecoach Road in Upper Township, upon completion of the renovations to said facility by the County.

2. **SERVICES TO BE PROVIDED; CONTRACT.** The Shared Services Agreement authorized in paragraph 1 hereof shall cover those services, which are enumerated in said Agreement, a copy of which is attached hereto.

3. **AUTHORIZATION TO MUNICIPAL OFFICIALS.** The appropriate Township officers and officials are hereby authorized to take any action necessary or advisable to carry out the intent and purpose of this Resolution. Specifically, the Mayor and Township Clerk are hereby authorized and directed to execute such Shared Services Agreement on behalf of the Township of Upper

pursuant to the authority conferred by this Resolution. The Township Clerk is further authorized and directed to seal said Agreement with the official seal of the Township of Upper.

4. COMPLIANCE WITH STATUTORY REQUIREMENTS. The Shared Services Agreement between the County of Cape May and the Township of Upper shall meet and satisfy the requirements of N.J.S.A. 40A:65-1, et seq., as same may be amended and supplemented.

5. CONTRACT TERM. The term of this Agreement is for a period of five (5) years upon completion of the renovations to the senior center.

6. SEVERABILITY. If any section, subsection, paragraph, sentence or other part of this Resolution is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Resolution, but shall be confined in its effect to the section, subsection, paragraph, sentence or other part of this Resolution directly involved in the controversy in which said judgment shall have been rendered and all other provisions of this Resolution shall remain in full force and effect.

7. REPEALER. All Resolutions or parts of Resolutions inconsistent herewith are hereby repealed to the extent of such inconsistency only.

8. EFFECTIVE DATE: This Resolution shall take effect immediately upon final adoption and publication in the manner provided by law.


RICHARD PALOMBO, Mayor


Barbara L. Young, Twp. Clerk

Resolution No. 94 -2013
Offered by: Palombo
Adopted: April 22, 2013

Seconded by: Inserra

Roll Call Vote:

<u>NAME</u>	<u>YES</u>	<u>NO</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
Barr	X	_____	_____	_____
Corson	X	_____	_____	_____
Inserra	X	_____	_____	_____
Newman	X	_____	_____	_____
Palombo	X	_____	_____	_____

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

No. 373-13

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE
TOWNSHIP OF UPPER AND THE COUNTY OF CAPE MAY FOR MAINTENANCE
OF THE UPPER TOWNSHIP SENIOR CENTER**

WHEREAS, the County of Cape May (hereinafter "County") has undertaken the renovations of a senior citizen facility located at 1369 Stagecoach Road in Upper Township with grant funding received from the New Jersey Department of Community Affairs; and

WHEREAS, the Township of Upper and the County are authorized to entered into shared services agreements, pursuant to N.J.S.A. 40A:65-1, et seq.; and

WHEREAS, both parties desire to enter into an agreement for the maintenance of the facility upon completion of the renovations; and

WHEREAS, the parties wish to formalize the terms and conditions of this Shared Services Agreement as annexed hereto as Schedule "A".

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of Cape May 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 Director and the Clerk, are hereby authorized and directed to execute a Shared Services Agreement, a copy of which is attached hereto as Schedule "A".
3. The term of the Agreement is for a period of five (5) years upon completion of the renovations, with a one five-year renewal option.

STATEMENT

This Resolution authorizes a Shared Services Agreement with Upper Township for maintenance of the Upper Township Senior Center. The term of this Agreement is in effect for five (5) years upon completion of the project, with a one five-year renewal option.

cc: Township of Upper
Director/Department on Aging
County Engineer
Director/Facilities & Services
File: Agreement/Shared Services

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 _____ 10th _____ day of

May _____, 20 13 .

Signed, _____

Elizabeth Bozzelli
Clerk of the Board jim

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

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

**SHARED SERVICES AGREEMENT
BY AND BETWEEN
THE TOWNSHIP OF UPPER
AND
THE COUNTY OF CAPE MAY**

(RENOVATIONS TO THE UPPER TOWNSHIP SENIOR CENTER)

THIS AGREEMENT made and entered into on the 10th day of May, 2013,
by and between:

THE TOWNSHIP OF UPPER,

a municipal Corporation of the State of New Jersey,
with offices located at: 2100 Tuckahoe Road
Petersburg, New Jersey 08250

hereinafter referred to as the "Township",

and the:

THE COUNTY OF CAPE MAY,

a Body Politic and Corporate of the State of New Jersey,
with offices located at: William E. Sturm Jr. Administration Building
4 Moore Road
Cape May Court House, New Jersey 08210

hereinafter referred to as the "County".

WHEREAS, the County has undertaken the renovations of a senior citizen center facility in the Township funded by a grant received by the County from the New Jersey Department of Community Affairs; and

WHEREAS, the Township occupies a portion of the property owned by the County located at 1369 Old Stage Coach Road and has agreed to the construction as outlined above; and

WHEREAS, the County desires, pursuant to the provisions of N.J.S.A. 40:23-14 which provides for joint action with regard to public works improvements which are deemed to benefit the County and the Township and their residents, to provide funding for such projects and improvements; and

WHEREAS, this project will provide a more suitable facility to accommodate senior citizens, including necessary ADA upgrades to both the interior and exterior portion of the property; and

WHEREAS, the County shall provide staffing for this center that is utilized by senior citizens located in and around the Township, which hours shall be determined by the parties subsequent to the renovations; and

WHEREAS, the operating costs, including utilities, and all interior and exterior maintenance including, but not limited to, housekeeping, grass cutting, and snow plowing and any other maintenance associated with this facility will be paid by the Township upon completion of the renovations; and

WHEREAS, N.J.S.A. 40A:65-1, et seq. authorizes local government units, including townships and counties, to enter into agreements for the exchange of services pursuant to the provisions of that statute known as the “Uniform Shared Services and Consolidation Act”; and

WHEREAS, the parties hereto intend to enter such an Agreement pursuant to the authority conferred by the “Uniform Shared Services and Consolidation Act”.

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

**ARTICLE I
PROVISION OF SERVICES**

SECTION 101. Funding:

(a) **County Funding.** The County will receive and appropriate funding from the New Jersey Department of Community Affairs, Small Cities Grant funding for improvements as contained in the attached application for grant funding in the amount of \$307,877 with a County match of \$54,332. The funds utilized for the project will be solely those as described herein.

(b) **Township Funding.** Upon the completion of the renovations, the Township is required to pay for all utilities associated with the facility as well as all associated maintenance costs.

SECTION 102. Authorized County and Municipal Representatives:

(a) The authorized County Representatives 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 Township 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 Township 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 Township 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 Township, 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.

(e) **Indemnification.** No party shall be liable for any negligent, reckless or intentional acts or omissions of any other(s) and each shall indemnify, defend and hold the other(s) harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of itself or any of its respective employees or independent contractors in rendering the services set forth in this Agreement. Such indemnification shall include payment of reasonable attorneys' fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions. The terms and conditions of this paragraph shall survive the execution, delivery, and performance of this Agreement and any succeeding documents, shall be binding upon the heirs, successors, administrators and assigns of each of the parties hereto. No party to this Agreement waives any immunity to which it may be entitled pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

SECTION 202. Representations and Warranties by the Township:

The Township makes the following representations and warranties to the County:

(a) **General.** The Township (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 Township 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 Township, (ii) to the best knowledge of an Authorized 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 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 Township, to the best knowledge of an Authorized Township 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 Township to enter into this Agreement or perform the Services hereunder.

(d) **Obligations of the Agency.** When executed and delivered by the Township, this Agreement will be a legal, valid and binding obligation of the Township, 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.

(e) **Indemnification.** No party shall be liable for any negligent, reckless or intentional acts or omissions of any other(s) and each shall indemnify, defend and hold the other(s) harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of itself or any of its respective employees or independent contractors in rendering the services set forth in this Agreement. Such indemnification shall include payment of reasonable attorneys' fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions. The terms and conditions of this paragraph shall survive the execution, delivery, and performance of this Agreement and any succeeding documents, shall be binding upon the heirs, successors, administrators and assigns of each of the parties hereto. No party to this Agreement waives any immunity to which it may be entitled pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

(End of Article II)

**ARTICLE III
MISCELLANEOUS**

SECTION 301. 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 302. Consents:

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

SECTION 303. 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 Township in the case of the Township and the Freeholder Director and the Board of Freeholders in the case of the County.

SECTION 304. 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 305. 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 306. 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 Project. The agreement to operate the senior center as outlined

herein shall remain in effect for five (5) years upon completion of the project. There is a one time five (5) year option to renew at the desire of both parties.

SECTION 307. 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 Board of Freeholders Clerk and County Treasurer. Notices to the Township shall be sent to the Mayor and Clerk of the Township.

SECTION 308. Dispute Resolution:

In the event of a dispute between the parties arising out of this Agreement, the contract documents or the work being performed, the parties agree that they will immediately meet and make a good faith effort to resolve such conflict.

SECTION 309. Adoption:

This Agreement shall be approved by resolution of the Council of the Township and by resolution of the Cape May County Board of Chosen Freeholders. Said resolutions shall be duly adopted in accordance with the law at public meetings held in accordance with the Open Public Meetings Act. The parties have read this Agreement. It is a full statement of their understandings. It may not be changed except in writing signed by both parties.

SECTION 310. Entire Agreement:

This Agreement constitutes the entire understanding of the parties.


(End of Article III)

IN WITNESS WHEREOF, the County and the Township 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:

TOWNSHIP OF UPPER


Barbara L. Young
Municipal Clerk

BY: 
Richard Palombo
Mayor

Date: 4-22-13

ATTEST:

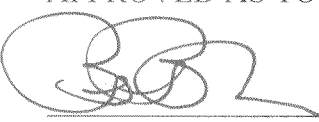
COUNTY OF CAPE MAY


Elizabeth Bozzelli
Clerk of the Board

BY:  [SEAL]
Gerald M. Thornton
Freeholder Director

Date: 5-10-13

APPROVED AS TO FORM:


Barbara Bakley-Marino, Esquire
County Counsel