

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Cape May County COUNTY: Cape May

RECIPIENT: Upper Township COUNTY: Cape May

BRIEF DESCRIPTION OF SERVICE:

Use of Equipment

EFFECTIVE DATE: November 1, 2013

EXPIRATION DATE: December 31, 2014

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**TOWNSHIP OF UPPER
CAPE MAY COUNTY**

RESOLUTION

RESOLUTION NO. 238-2013

**RE: AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY
OF CAPE MAY FOR USE OF EQUIPMENT**

WHEREAS, the County of Cape May has been the recipient of various grants from the Office of Homeland Security and Federal Emergency Management Agency for the purchase of various vehicles, equipment, materials and control devices, hereinafter referred to as "Equipment"; and

WHEREAS, this Equipment was purchased with the intent to be shared with various municipalities in the County; and

WHEREAS, from time to time the Township of Upper has a need to use some of the Equipment for a short duration when the County is not in need of the use of the Equipment; and

WHEREAS, the Township Committee has determined that it is in the best interest of the Township to authorize said Agreement with the County of Cape May as hereinafter provided.

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 pertaining to use of Equipment.

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 shall be attached to this Resolution.

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 shall be from November 1, 2013 to December 31, 2014. Either party may cancel the agreement upon 60 days written notice.

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, Township Clerk

Resolution No. 238 -2013
Offered by: Corson Seconded by: Newman
Adopted: November 12, 2013

Roll Call Vote:

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

CAPE MAY COUNTY



EMERGENCY MANAGEMENT COMMUNICATIONS CENTER
30 WEST MECHANIC STREET, CAPE MAY COURT HOUSE, NJ 08210
{O} 609.463.6570 {F} 609.463.0252 {Email} mpagliughi@co.cape-may.nj.us

Gerald M. Thornton, Freeholder Martin L. Pagliughi, Director Arthur E. Treon, Deputy

SHARED SERVICES AGREEMENT
BETWEEN
TOWNSHIP OF UPPER
AND COUNTY OF CAPE MAY

THIS AGREEMENT made and entered into on the 12 day of November, 2013, by and between:

A Municipal Corporation of the State of New Jersey with offices located at:
2100 Tuckahoe Road
Petersburg, New Jersey 08270
hereinafter referred to as "Municipality";

And 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 been the recipient of various grants from the Office of Homeland Security and Federal Emergency Management Agency for the purchase of various vehicles, equipment, materials and control devices hereinafter referred to as "Equipment"; and

WHEREAS, the Equipment as identified in 'Schedule A' was purchased with the intent to be shared with the various municipalities in the County; and

WHEREAS, from time to time the Municipality has a need to use some of the Equipment for a short duration when the County is not in need for the use of the Equipment; and

WHEREAS, the Municipality desire to enter into an agreement with the County to use the Equipment identified in 'Schedule A'; and

WHEREAS, N.J.S.A. 401:65-1 et.seq. authorizes local government units, including municipalities 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";

NOW, THEREFORE, it is agreed, stipulated and understood between parties, in consideration of the mutual promises contained herein as follows:

1. All of the above recitals are incorporated herein by reference as it fully set forth at length.
2. The County is the owner of the Equipment identified in 'Schedule A'.
3. The Municipality hereby agrees to indemnify the County and to hold it harmless from and against any and all damages, claims, losses and/or liabilities of any sort (including reasonable attorney's fees) which the Municipality may incur from using the County Equipment. In addition, the Municipality agrees to have the County named as an additional insured on any existing insurance contracts carried by the Municipality to provide general comprehensive liability coverage in the amount of \$1,000,000.00 dollars.

A certificate of insurance evidencing said coverage and the additional insured designation shall be provided by the Municipality and Attached to this agreement.

4. The Municipality agrees to reimburse the County or perform the repairs themselves for any damage inflicted upon the Equipment while in the possession of the Municipality.
5. The Municipality is responsible for any servicing or re-fueling of the Equipment while in the possession of the Municipality.
6. The Municipality shall immediately return the Equipment to the County when the Equipment is not in use by the Municipality.
7. In the event of a dispute between the parties arising out of this Agreement, the parties agree that they will immediately meet and make a good faith effort to resolve such conflict.
8. 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.
9. This agreement shall be governed by the laws of New Jersey with venue in the County of Cape May.
10. The term of this agreement is from November 1, 2013 to December 31, 2014. An option to
renew
can be exercised by both parties upon correspondence prior to the expiration date.

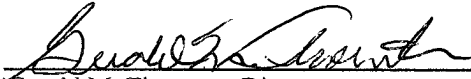
IN WITNESS WHEREOF the parties affix their signatures to this Agreement, intending to be legally bound. If a party is a corporation, this Agreement is signed by its proper corporate officers and its corporate seal is affixed.

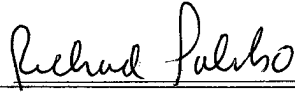
COUNTY OF CAPE MAY

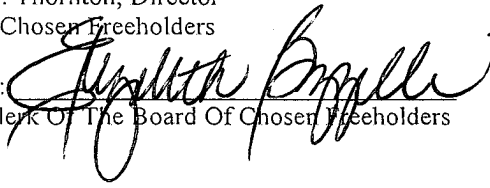
TOWNSHIP OF UPPER

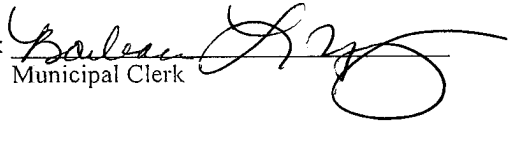
12-17-13
Date


11-12-13
Date


Gerald M. Thornton, Director
Board of Chosen Freeholders


By: Richard Palombo, Mayor

ATTEST: 
Clerk Of The Board Of Chosen Freeholders

ATTEST: 
Municipal Clerk

APPROVED AS TO FORM:

Barbara Bakley-Marino, Esq.
County Counsel

'SCHEDULE A'

EQUIPMENT LIST

This equipment is not limited to the list below.

QUANTITY	DESCRIPTION
2	POLARIS MEDICAL UTV aka "GATOR"
1	COMMUNICATIONS VAN
4	HIGH WHEEL FIVE TON TRUCKS
1	TRUCK, TRACTOR
1	GENERATOR 65KW
1	PUMP, TRASH 4" W/HOSE
1	PUMP, TRASH 6" W/HOSE
1	TRUCK, PRIME MOVER TRANSPORT