

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION 13-49-367

AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE COUNTY OF CAPE MAY-EMERGENCY MANAGEMENT COMMUNICATIONS CENTER FOR THE USE OF VARIOUS EQUIPMENT ON AN AS NEEDED BASIS OBTAINED THROUGH GRANTS FROM THE OFFICE OF HOMELAND SECURITY AND FEDERAL EMERGENCY MANAGEMENT AGENCY

WHEREAS, the County of Cape May – Emergency Management Communications Center has received various grants from the Office of Homeland Security and Federal Emergency Management Agency for the purchase of various vehicles, equipment, materials and control devices with the intent to be shared with various municipalities in the County; and

WHEREAS, the City of Ocean City desires to enter into a Shared Service Agreement with the County of Cape May – Emergency Management Communications Center for use on an as needed basis the various vehicles, equipment, material and control devices obtain through grants from the Office of Homeland Security and Federal Emergency Management Agency; and

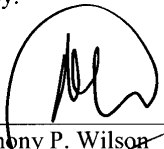
WHEREAS, by entering into the agreement the County of Cape May – Emergency Management Communications Center and the City of Ocean City agree that the use of equipment is offered on an as needed and when available basis and in accordance with the attached shared services agreement; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and empowers local units to enter into this agreement; and

WHEREAS, Michael Dattilo, Business Administrator; Frank Donato, Emergency Management Coordinator; Scott Morgan, Assistant Emergency Management Coordinator and Dorothy F. McCrosson, Esq., City Solicitor and Joseph S. Clark, QPA, Purchasing Manager have reviewed the terms and provisions of the Shared Services Agreement form the County of Cape May- Emergency Management Communications Center for the use of various equipment on an as needed and when available basis; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it hereby authorizes a Shared Services Agreement with the County of Cape May- Emergency Management Communications Center and accepts the agreement as stated; and

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City, County of Cape May, New Jersey that the Mayor and/or his designee are hereby authorized to execute a Shared Services Agreement with the County of Cape May- Emergency Management Communications Center for or use on an as needed basis the various vehicles, equipment, material and control devices obtain through grants from the Office of Homeland Security and Federal Emergency Management Agency.



Anthony P. Wilson
Council President

Offered byCOUNCILMAN..GULNOSSO..... Seconded byCOUNCILMAN..HARTZELL.....

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 the7TH..... day ofNOVEMBER..... 20 13..

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	X			
DeVlieger	X			
Guinosso	X			
Hartzell	X			
McClellan	X			
Ping	X			
Wilson	X			


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City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

OFFICE OF CITY CLERK

November 13, 2013

Annemarie Ricco, Chief of Telecommunicators
Cape May County EMMC
30 West Mechanic Street
Cape May Court House, NJ 08210

Dear Annemarie:

Enclosed is a certified copy of Resolution #13-49-367 *Authorizing the Execution of a Shared Services Agreement with the County of Cape May-Emergency Management Communications Center for the use of Various Equipment on an As Needed Basis obtained through Grants from the Office of Homeland Security and Federal Emergency Management* and three Shared Services Agreements with original signatures. Once I receive a copy of the most current Insurance Certificate, which I will send to you.

Please forward a signed Agreement back to my attention, once it has been approved by the Freeholders.

Sincerely,

Linda P. MacIntyre
City Clerk

Enclosures

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. [Name], Deputy

**SHARED SERVICES AGREEMENT
BETWEEN
CITY OF OCEAN CITY
AND COUNTY OF CAPE MAY**

RECEIVED
2013 DEC 11 A 11:30
CITY CLERK'S OFFICE
861 ASBURY AVENUE
OCEAN CITY, NJ 08226

THIS AGREEMENT made and entered into on the 7 day of November, 2013, by and between:

A Municipal Corporation of the State of New Jersey with offices located at:

861 Asbury Avenue
Ocean City, NJ 08226

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 January 1, 2014 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

11-20-13
Date

Gerald M. Thornton
Gerald M. Thornton, Director
Board of Chosen Freeholders

ATTEST: [Signature]
Clerk Of The Board Of Chosen Freeholders

BOROUGH ~~(CITY)~~ TOWNSHIP

November 7, 2013
Date

City of Ocean City
By: [Signature]

ATTEST: [Signature]
Municipal Clerk

APPROVED AS TO FORM:

[Signature]
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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the polici(es) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew Companies, MEL/JIF Underwriting Unit 9 Campus Drive, Suite 16 Parsippany, NJ 07054	CONTACT NAME: Joseph P Hrubash PHONE (A/C, No Ext): (973) 659-6577 FAX (A/C, No Ext): (856) 830-1455 EMAIL ADDRESS: jhrubash@connerstrong.com
	INSURERS AFFORDING COVERAGE INSURER A: ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND INSURER B: MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND INSURER C: INSURER D: INSURER E:
INSURED City of Ocean City 861 Asbury Avenue Ocean City, NJ 08226	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC	y		ATL130401-87	1/1/2013	1/1/2014	EACH OCCURRENCE	\$ 300,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS	n		ATL130401-87	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (EA accident)	\$ 300,000
							BODILY INJURY (Per Person)	\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	y		MEL01130187	1/1/2013	1/1/2014	EACH OCCURRENCE	\$ 4,700,000
							AGGREGATE	\$ 4,700,000
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ATL130401-87	1/1/2013	1/1/2014	WC STATU TORY LIMITS	OTH ER
							E.L. EACH ACCIDENT	\$ 2,000,000
A	CRIME CRIME	n		ATL130401-87	1/1/2013	1/1/2014	\$50,000	
							B	MEL01130187

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required)

ANY ALTERATIONS WILL VOID THIS CERTIFICATE.

Certificate holder is included as "additional insured", ATIMA, for General Liability and Excess Liability pursuant to the terms, conditions, limitations, and exclusions of the JIF Casualty Insurance Policy (but only as respects to the sole negligence of the Insured) for execution of a Shared Services Agreement between County of Cape May and Insured. (SEE PAGE 2)

CERTIFICATE HOLDER CANCELLATION

County of Cape May Emergency Management Communications Center 4 Moore Road Cape May Court House, NJ 08210	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (CONTINUED FROM PAGE 1)

Description of Operations Continuation:

Emergency Management Communications Center for use on an as needed basis the various vehicles, equipment, materials and control devices obtained through grants from the Office of Homeland Security and Federal Emergency Management Agency. LG

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION 13-49-367

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WHEREAS, the City of Ocean City desires to enter into a Shared Service Agreement with the County of Cape May – Emergency Management Communications Center for use on an as needed basis the various vehicles, equipment, material and control devices obtain through grants from the Office of Homeland Security and Federal Emergency Management Agency; and

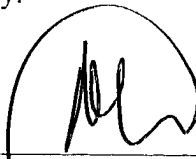
WHEREAS, by entering into the agreement the County of Cape May – Emergency Management Communications Center and the City of Ocean City agree that the use of equipment is offered on an as needed and when available basis and in accordance with the attached shared services agreement; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and empowers local units to enter into this agreement; and

WHEREAS, Michael Dattilo, Business Administrator; Frank Donato, Emergency Management Coordinator; Scott Morgan, Assistant Emergency Management Coordinator and Dorothy F. McCrosson, Esq., City Solicitor and Joseph S. Clark, QPA, Purchasing Manager have reviewed the terms and provisions of the Shared Services Agreement form the County of Cape May- Emergency Management Communications Center for the use of various equipment on an as needed and when available basis; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it hereby authorizes a Shared Services Agreement with the County of Cape May- Emergency Management Communications Center and accepts the agreement as stated; and

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City, County of Cape May, New Jersey that the Mayor and/or his designee are hereby authorized to execute a Shared Services Agreement with the County of Cape May- Emergency Management Communications Center for or use on an as needed basis the various vehicles, equipment, material and control devices obtain through grants from the Office of Homeland Security and Federal Emergency Management Agency.



Anthony P. Wilson
Council President

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

No. 948-13

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENTS WITH
CERTAIN MUNICIPALITIES OF THE COUNTY OF CAPE MAY
FOR USE OF EMERGENCY MANAGEMENT EQUIPMENT**

WHEREAS, the County and its Municipalities are authorized and encouraged by state law to enter into shared services agreements for the benefit of citizens and taxpayers under the New Jersey Shared Services Act, N.J.S.A. 40A:65-1 *et seq.*;

WHEREAS, the Cape May County Office of Emergency Management, through certain grants awarded by the United States Department of Homeland Security, has come into possession of equipment that it wishes to make available to those municipalities that would like to participate in the exchange; and

WHEREAS, both the County and certain municipalities have determined through their governing bodies that the exchange for such services is fair and equitable, and is in the best interests and the health and welfare for the citizens in those jurisdictions; and

WHEREAS, the following municipalities have executed Shared Services Agreements for use of specified equipment, attached hereto and by this reference a part hereof as "Schedule A":

Township of Dennis
Township of Lower
Township of Middle
City of North Wildwood
City of Ocean City
City of Sea Isle City
Borough of Stone Harbor
Borough of West Cape May
Borough of West Wildwood
Borough of Wildwood Crest
Borough of Woodbine
Township of Upper

WHEREAS, in consideration for use of said equipment, the municipality agrees to be responsible in accordance with the terms of its Shared Services Agreement;

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

No. 948-13

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Cape May as follows:

1. All of the above recitals are incorporated herein by reference as if repeated at length.

2. Upon adoption of this Resolution, the appropriate officers of the Board, to wit, the Director and the Clerk, are hereby authorized and directed to execute an original and appropriate copies of a form of Shared Services Agreement with the above listed municipalities.

3. The term of the Shared Services Agreements is outlined in each Shared Services Agreement. An option to renew can be exercised by both parties upon correspondence without the need for additional resolutions prior to expiration date.

STATEMENT

This Resolution authorizes Shared Services Agreements with certain Cape May County municipalities for use of equipment on an as-needed basis.

cc: Martin L. Pagliughi, Director, Emergency Management
Participating Municipalities
File: Agreement/Shared Services