SPECIAL MEETING OF THE LOWER TOWNSHIP COUNCIL

MAY 30, 2013 - 4:00 P.M.

Meeting called to order.
Opening Announcement
Pledge of Allegiance & Moment of Silence
Roll Call & Determination of Quorum

Public Comment

Regular Agenda

Res. # 2013-157	A Resolution Authorizing and Approving a Shared Service Agreement Between the Township of Lower and the County of Cape May for Law Enforcement Coverage at a Township Event (Triathlon June 2, 2013)

Adjournment

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2013 - 157

TITLE: A RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE COUNTY OF CAPE MAY FOR LAW ENFORCEMENT COVERAGE AT A TOWNSHIP EVENT

WHEREAS, the Township of Lower desires to contract with The County of Cape May in order to share Law Enforcement Coverage at a Township Event scheduled for June 2, 2013; and

WHEREAS, such agreements are authorized pursuant to N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, this contract is in the best interest for the safety of the citizens of the Township of Lower.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of Lower, in the County of Cape May and State of New Jersey, that the shared services contract between the Township of Lower and the County of Cape May be and is hereby authorized and accepted and that the proper officials of the Township of Lower are authorized to execute said contract; and

BE IT FURTHER RESOLVED, that the contract shall take effect upon the adoption of the appropriate resolution by the County of Cape May and the execution of the contract by the parties in accordance with N.J.S.A. 40A:65-1 et seq.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on May 30, 2013.

_____
Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
DOUGLASS						
CLARK						
BECK						

SHARED SERVICES AGREEMENT

BY AND BETWEEN THE

COUNTY OF CAPE MAY
AND THE

TOWNSHIP OF LOWER

Dated

_____

PROVISIONS FOR LAW ENFORCEMENT COVERAGE AT A TOWNSHIP EVENT ON JUNE 2ND, 2013

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

THIS AGREEMENT made and entered into on the _____ day of _____, 20 13, by and between:

TOWNSHIP OF LOWER
a municipal Corporation of the State of New Jersey with offices located at:

_____
_____, New Jersey
Hereinafter referred to as the "Township",

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, DelMoSports, Inc is hosting the Inaugural Escape the Cape Triathlon on Sunday, June 2, 2013 from 7am – 11am classified as a special event (herein after "event")within the Township which is advantageous to the Township by bringing visitors and residents to the event with ancillary benefits to Township businesses; and

WHEREAS, due to the number of attendees at the Escape the Cape Triathlon, in order to provide appropriate law enforcement services within the area of the event, without a concomitant in law enforcement services elsewhere in the Township of Lower, it is necessary for Lower Township to engage the services of additional law enforcement personnel during the Escape the Cape Triathlon for the safety of the participants, attendees and the traffic flow of others throughout the Township who are not participating in the event; and

WHEREAS the County has trained officers that are prepared to provide the services to assist the Township in providing law enforcement for traffic assignments, participant safety, spectator safety and any and all other Title 40 law enforcement functions: 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";

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

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 funding from the Township in the amount of $50.00 per hour per County Sheriffs Officer assigned to the above event. The amount due and owing to the County will be billed via invoice to the Township by the County within 30 days services are rendered.

(b) Township Funding. Upon the receipt of the above invoice, the Township will remit payment to the County within 30 days payable to the Cape May County Treasurers Office.

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 services 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.

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. The Township 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 may incur as a result of the performances of the services by the County pursuant to this agreement. The County employees will be covered by the County's workers compensation insurance.

(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 service. The agreement to provide the above defined services to the Township will be for only the date of the event June 2, 2013.

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.

COUNTY OF CAPE MAY

[SEAL] BY: _____
FREEHOLDER DIRECTOR

ATTEST:

_____
CLERK/ADMINISTRATOR

[SEAL] BY: _____
MAYOR

ATTEST:

_____
CLERK