

RESOLUTION NO. 2019-201

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE CITY OF VINELAND, CITY OF MILLVILLE, CITY OF BRIDGETON AND COUNTY OF CUMBERLAND FOR PARTICIPATION IN A JOINT ACTIVE SHOOTER EXERCISE.**

**WHEREAS**, the County of Cumberland has proposed a Shared Service Agreement with the Cities of Millville, Bridgeton and Vineland for the purpose of conducting an active shooter exercise sometime this summer; and

**WHEREAS**, the County will be providing, individually and through the Cumberland County Insurance Commission, fifty percent (50%) of the cost of the exercise which it anticipates will total the sum of \$30,000.00; and

**WHEREAS**, the County is proposing that the City of Millville, the City of Bridgeton and the City of Vineland each contribute the sum of \$5,000.00 towards the cost; and

**WHEREAS**, the Vineland Police Chief has recommended that the City participate in the active shooter exercise in order to promote public safety particularly in public and private facilities located within the City of Vineland; and

**WHEREAS**, the Chief Financial Officer of the City of Vineland has issued a Certification of the Availability of Funds in the sum of \$5,000.00.

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Shared Services Agreement by and between the City of Vineland, City of Millville, City of Bridgeton and County of Cumberland for joint Active Shooter Exercise in the form and substance as attached hereto and made a part hereof.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

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

**SHARED SERVICES AGREEMENT**

**BETWEEN**

**COUNTY OF CUMBERLAND, CITY OF BRIDGETON**

**CITY OF MILLVILLE AND CITY OF VINELAND**

This agreement is made this     day of                     , 2019, by and between the County of Cumberland, a body corporate, organized and existing under the Laws of the State of New Jersey having its principal offices at 164 West Broad Street, Bridgeton, New Jersey 08302 (hereinafter referred to as "County"), the City of Bridgeton, a public body corporate and politic of the State of New Jersey, having its principal office located at 181 East Commerce Street, Bridgeton, NJ 08302 (hereinafter referred to as "Bridgeton"); the City of Millville, a public body corporate and politic of the State of New Jersey, having its principal office located at 12 South High street, P.O. Box 609, Millville, NJ 08332 (hereinafter referred to as "Millville") and the City of Vineland, a public body corporate and politic of the State of New Jersey having its principal office located at 640 East Wood Street, P.O. Box 1508, Vineland, NJ 08360 (hereinafter referred to as "Vineland").

**WITNESSETH:**

WHEREAS, the aforesaid parties desire to conduct a joint active shooter exercise utilizing the services in cooperation of the parties to this agreement, the County of Cumberland, Cumberland County Insurance Commission, the City of Vineland, City of Millville and the City of Bridgeton; and

WHEREAS, the parties are desirous of entering into an agreement setting forth their understandings and respective obligations and responsibilities with regard to said active shooter exercise; and

WHEREAS, the parties are authorized pursuant to the Uniformed Shared Services Consolidation Act, N.J.S.A. 40A:65-1, et seq. to enter into a shared service agreement with any other local unit to provide or receive any service that each local unit could perform on its own.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. It is agreed that the cost of the active shooter exercise shall be paid for by contributions of the parties as follows:

- a. The Cumberland County Insurance Commission, through a contribution from the Britt Insurance Company: Ten Thousand (\$10,000.00) Dollars
- b. County of Cumberland: Five Thousand (\$5,000.00) Dollars
- c. City of Bridgeton: Five Thousand (\$5,000.00) Dollars
- d. City of Millville: Five Thousand (\$5,000.00) Dollars
- e. City of Vineland: Five Thousand (\$5,000.00) Dollars

2. The parties agree that additional cooperation and resources as may be needed from the respective law enforcement agencies of the County of Cumberland, City of Bridgeton, City of Millville and City of Vineland shall be utilized to provide necessary locations and the parties respective insurance coverages shall be applicable to activities of the parties' employees according to the terms of such policies with respect to any worker's compensation coverages or liability coverages which may be applicable to cover losses for injury or damages occurring during the active shooter drill and the parties agree that they shall provide insurance for their own liabilities under their own insurance coverages and to keep such coverages in effect at the time of and during the active shooter exercise.

3. The parties agree to work cooperatively with respect to locations, scheduling and division of responsibilities in order to make the active shooter drill a successful and well prepared exercise.

4. To the extent that any funding is unused or unexpended resulting from the financial commitments with respect to the active shooter exercise, such amounts shall be returned pro rata to the parties of any unexpended funds.

5. Each party shall indemnify and shall hold the other parties, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way from negligent actions or omissions by a party to this agreement related to the services performed through the active shooter exercise under the terms of this Shared Services Agreement.

6. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of any of the parties and none of the officers, agents or employees of any of the parties executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

7. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

8. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Local Units and their respective successors and assigns.

9. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10. This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute

but one and the same instrument.

11. This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

12. Each Local Unit shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

ATTEST

COUNTY OF CUMBERLAND

\_\_\_\_\_  
Ken Mecouch, Clerk to the Board

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Joseph Derella, Freeholder Director

ATTEST

CITY OF BRIDGETON

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ATTEST

CITY OF MILLVILLE

*Jeanne M. Spitchner*  
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*Michael J. ...*  
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ATTEST

CITY OF VINELAND

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