

**PUBLIC AGENDA**

**MEETING AT MUNICIPAL BUILDING, 9508 SECOND AVENUE  
PRELIMINARY AGENDA FOR COUNCILMEMBERS**

**WORK SESSION**

**TUESDAY**                      **March 7, 2017**                      **3:00 p.m.**

1. Meeting called to order
2. Roll Call
3. Announcement of Open Public Meeting Law
4. Salute to the Flag

**A & F report**

**Public Works report –**

**Utility report**

5. **DISCUSSION**

OEM Coordinator – Explain legal process and responsibilities when State of Emergency is called.

Contract – Museum Curator - final March 21st

Employee Recognition Day – May 19<sup>th</sup> 11:30 – 1:30 Lane

Appoint Conflict Solicitor/CRS Consultant - final March 21<sup>st</sup>

6. **Motion to adjourn**

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

**Authorizing the Mayor to Sign  
Agreement, Funds and Support for Museum Curator Services**

**WHEREAS**, the Mayor and Council of the Borough of Stone Harbor has proposed an Agreement in which the Borough will provide appropriate funds and support for a Museum Curator; and

**WHEREAS**, the Borough Council of the Borough of Stone Harbor hereby approves the Agreement (sections A-O), a copy of which is attached hereto and in consideration will pay the Stone Harbor Museum Twenty – Five Thousand (\$25,000) quarterly, as outlined in the Agreement; and

**WHEREAS**, and the Chief Financial Officer has certified that funds are available.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that the Mayor, Judith M. Davies-Dunhour be and hereby is authorized to sign the attached Museum Agreement on this 7<sup>th</sup> day of March, 2017.

Offered by ..... Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council  
duly held on the .....day of ....., 2017

The above resolution approved this ..... day of....., 2017

.....  
Borough Clerk

.....  
Mayor

**AGREEMENT TO PROVIDE APPROPRIATE FUNDS AND SUPPORT FOR  
MUSEUM CURATOR SERVICES PURSUANT TO N.J.S.A. 40:23-6.22**

This is an agreement between the Borough of Stone Harbor, a municipal corporation and a political subdivision of the State of New Jersey having municipal offices at 9508 2<sup>nd</sup> Avenue, Stone Harbor, NJ 08247 (hereinafter the "Municipality")

And

The Stone Harbor Museum, located at 253 93<sup>rd</sup> Street,  
Stone Harbor, New Jersey 08247 (hereinafter "Museum").

**PREAMBLE**

**WHEREAS**, N.J.S.A 40:23-6.22 provides, in pertinent part, that a municipality "may provide by contract, and appropriate funds for support and maintenance of existing museum facilities and services for the educational or recreational use and benefit of the public" including "provision for the personal services required..."; and

**WHEREAS**, the Borough Council of Stone Harbor, the governing body of the Borough, acknowledges the ongoing value of the Stone Harbor Museum, as it, among other things, provides exhibitions of a cultural, historic, educational or scientific nature for the benefit of the citizens of the Borough of Stone Harbor; and

**WHEREAS**, the Museum is need of the services of a Curator to effectively provide the services above; and

**WHEREAS**, the Borough Council has agreed that it is in the best interests of the Borough of Stone Harbor to provide financial support to the museum, as further articulated herein, to aid the museum in the provision of personal services for the purposes stated above;

**NOW, THEREFORE**, intending to be legally bound, the Museum and Municipality hereby agree to enter into this agreement which requires the Museum to perform specific services as follows:

- A. **INCORPORATION OF AVERMENTS ABOVE**. All conditions and representations in the Preamble above are incorporated herein as if set forth at length.
- B. **PAYMENT**. The Borough of Stone Harbor hereby agrees to provide funding, for the services herein, in the total sum of Twenty- Five Thousand (\$25,000.00) dollars for year 2017 to the Stone Harbor Museum payable as quarterly follows:

1. April 15, 2017                      \$ 6,250.00 (or as soon thereafter as the 2017  
Municipal Budget is adopted)

2. June 15, 2017	\$ 6,250.00
3. September 15, 2017	\$ 6,250.00
4. December 15, 2017	\$6,250.00

- C. **TERM.** This is a One Year Agreement. Municipality may agree to extend same in its sole discretion; however, any such extension shall require an additional writing to be signed by all parties.
- D. **USE OF FUNDING.** The Museum shall utilize said funds exclusively for the payment of Curator Services to be rendered to the Museum.
- E. **SCOPE OF SERVICES.** Said Curator shall provide the following services:
1. Submission of Income and expense statement as part of Item F. Below.
  2. Proof that the Curator has successfully generated Fifteen Thousand (\$15,000.00) dollars of income for year 2017 for the use of the Museum.
  3. Customary duties of a museum curator including, but not limited to: managing the daily operations of the museum and employees; inventory management; arranging exhibitions and exhibits; coordinating museum events; and obtaining, storing, displaying and safeguarding museum objects or artifacts.
- F. **PERIODIC REVIEW.** Museum shall produce its business records to the Treasurer and Business Administrator on June 30, 2017 and December 30, 2017 for a compliance review.
- G. **REMEDIES ON BREACH.** Should Museum fail to utilize the funds for the specific purposes and in the specific manner outlined herein, then such misuse shall be deemed a material breach of this agreement. In such event, Stone Harbor shall be entitled to rescind this agreement and receive a repayment in full of any funds which were used inappropriately together with reasonable counsel fees and costs incurred in enforcing this agreement.
- H. **CHANGES OF AGREEMENT.** The parties may not change this Agreement unless the change is in writing and signed by both parties.
- I. **ENTIRE AGREEMENT.** This Agreement has been read by both parties hereto and its contents are fully understood by them. This Agreement is inclusive and contains every material representation and every term on which either of the parties hereto relies. This Agreement constitutes the entire Agreement of the parties.
- J. **NO ASSIGNMENT.** Museum may not assign this Agreement without the Municipality's written consent, which may be withheld in Municipality's sole discretion.
- K. **SEVERABILITY.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision provided. Accordingly, in the event that any paragraph or provision is determined to be invalid or unenforceable the same shall be deemed to be severed from the Agreement and the remainder of the



STONE HARBOR MUSEUM

\_\_\_\_\_  
By: Authorized Representative

STATE OF NEW JERSEY :

: ss

COUNTY OF CAPE MAY :

I certify that on February, \_\_\_\_\_, 2017, \_\_\_\_\_, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the individual, named in this document;
- (b) this person is the authorized representative of the Stone Harbor Museum and is fully empowered to execute this document;
- (c) this document was signed and delivered by the Stone Harbor Museum as its voluntary act duly authorized by a proper resolution;
- (d) this person signed this proof to attest to the truth of these facts.
- (e) signed, sealed and delivered this Indemnification as his or her act and deed

\_\_\_\_\_  
Notary