

**RESOLUTION AUTHORIZING HOLD HARMLESS AGREEMENT – SOMERSET COUNTY –
MUNICIPAL POLICE OFFICER SERVICES**

WHEREAS, the County provides various services and functions which require the use of municipal police officers; and

WHEREAS, the County uses additional trained police personnel including municipal police personnel for such programs and services as assistance and training at the Somerset County Police Academy; Somerset County Organized Crime and Narcotics Task Force; Somerset County Emergency Response Teams (S.C.E.R.T), which includes the S.W.A.T. Team and Crisis Negotiation Team, Dive Rescue Team and the Somerset County Vehicular Homicide Task Force, Collision Analysis and Reconstruction (C.A.R.) Team and Arson Task Force; and

WHEREAS, the County is desirous of continuing those programs and services but requires the continued use of municipal police officers to supplement its own force in order to effectively perform those functions; and

WHEREAS, the Township of Franklin is willing to provide municipal police officers on an "as available" basis for use by the Somerset County Prosecutor's Office on a "as needed" basis subject to the terms and conditions of this Agreement;

NOW, THEREFORE, it is agreed as follows:

1. The Township of Franklin agrees to provide on an "as available" basis municipal police officers for use by the Somerset County Prosecutor's Office for the following purposes and functions:
 - A. Assistance and training at the Somerset County Police Academy;
 - B. Somerset County Organized Crime and Narcotics Strike Force;
 - C. Somerset County Emergency Response Teams (S.C.E.R.T.), which includes the S.W.A.T. Team and Crisis Negotiation Team;
 - D. Somerset County Vehicular Homicide Task Force and Collision Analysis and Reconstruction Team (C.A.R.); and
 - E. Arson Task Force.
2. The County shall, from time to time on an as needed basis, request from the Township of Franklin, municipal police officers for use by the Somerset County Prosecutor's Office for one of the purposes enumerated above. The determination of whether the municipal police officers are available for use shall be determined solely and exclusively by the municipality.

3. The County, in consideration, agrees to indemnify and hold harmless the Township of Franklin, its officers, directors and employees (including but not limited to, any municipal police department employees which are provided for use by the County in accordance with this agreement) from any liability or claims arising out of their action or service for the Somerset County Prosecutor's Office for the purposes of functions described in paragraph 1 above. The County's obligation to indemnify shall include and not be limited to, the provision of legal defense by counsel chosen and/or approved by the County, at its own cost and expense. The County reserves the right as legally and ethically as possible, to defend and indemnify the Township of Franklin, its officers, directors and employees with the same legal counsel that it has retained in the action and shall provide legal counsel for that purpose. In the event any claim or action brought against the Township of Franklin and/or their officer, director or employee(s) as a result of actions or services performed in accordance with the terms of this agreement, result in a judgment against the Township of Franklin or the officer, director or employee(s), the County of Somerset shall indemnify and hold the Township of Franklin and its officer, director or employee harmless from the payment of any claim or judgment by immediately paying said claim or posting necessary bonds or sureties during the pendency of any appeal so that neither the Township of Franklin and/or the officer, director or employee is required to pay any portion of the judgment from their own funds.
4. The County's obligation to indemnify and hold the Township of Franklin, its officers, directors and employees harmless shall not apply to any actions in which the Township of Franklin and/or its officers, directors or employee(s) perform acts or actions which are outside the scope of their respective responsibilities as assigned to them by the County to perform acts or actions which are unlawful, illegal or contrary to the policy of the County or Somerset County.
5. The County and the Township of Franklin each bind themselves and their successors and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this Agreement.
6. The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.
7. This Agreement shall terminate at such time as the County discontinues its use of the Franklin Township Police Officers as contemplated in this Agreement or upon written notification of its termination by either party. In the event the County and the Township of Franklin are unable to agree, in writing, on the terms of an extension of this Agreement in the event of termination, the County agrees to continue to indemnify the Township of Franklin, its employees, officers and directors for past activities performed by the Municipal Police Officers for the County pursuant to this Agreement.

CERTIFICATION

I, Ann Marie McCarthy, Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a regular meeting held on the day of August 2009.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this day of August 2009.

Ann Marie McCarthy
Township Clerk