

RESOLUTION 41-15

**RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES
AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND THE
CLAYTON BOARD OF EDUCATION FOR THE USE OF MISCELLANEOUS
PARK AND RECREATION EQUIPMENT**

WHEREAS, the Borough of Clayton and the Clayton Board of Education have agreed to enter into a Shared Services Agreement for the Use of Miscellaneous Park and Recreation Equipment; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve the attached Shared Services Agreement between the Borough of Clayton and the Board of Education.
2. That the Mayor be and is hereby authorized to execute said Agreement on behalf of the Borough of Clayton.

ADOPTED, at a regular meeting of the Mayor and Council of the Borough of Clayton held on February 12, 2015.

BOROUGH OF CLAYTON



THOMAS BIANCO, Mayor

Attest:



CHRISTINE NEWCOMB, Borough Clerk

CERTIFICATION

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, February 12, 2015.


CHRISTINE NEWCOMB, Borough Clerk

**SHARED SERVICES AGREEMENT
FOR THE USE OF MISCELLANEOUS PARK AND RECREATION
EQUIPMENT RELATED TO FIELD MAINTENANCE HOUSED AT THE
CLAYTON PUBLIC WORKS FACILITY LOCATED AT BERNARD
STREET AND WASHINGTON AVENUE**

by and between

BOROUGH OF CLAYTON

and

CLAYTON BOARD OF EDUCATION

Dated: 1/20/15

**SHARED SERVICES AGREEMENT FOR THE USE OF MISCELLANEOUS PARK
AND RECREATION EQUIPMENT RELATED TO FIELD MAINTENANCE HOUSED
AT THE CLAYTON PUBLIC WORKS FACILITY LOCATED AT BERNARD STREET
AND WASHINGTON AVENUE**

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement" or "Agreement"), dated 1/20 2015, is made by and between BOROUGH OF CLAYTON (hereinafter referred to as "Clayton"), a body politic and corporate of the State of New Jersey, and the CLAYTON BOARD OF EDUCATION (hereinafter referred to as "Board of Education"), a body politic and corporate of the State of New Jersey (hereinafter referred to as "Party/Parties").

BACKGROUND

WHEREAS, the Borough of Clayton (hereinafter referred to as "Clayton") owns and operates a Public Works Facility located at Bernard Street and Washington Avenue, Clayton, New Jersey for the needs of the Borough of Clayton; and

WHEREAS, Clayton owns certain miscellaneous park and recreation equipment related to field maintenance which is housed at the Clayton Public Works Facility located at Bernard Street and Washington Avenue; and

WHEREAS, the Clayton Board of Education (hereinafter referred to as "Board of Education") desires to make use of the miscellaneous park and recreation equipment related to field maintenance housed at the Clayton Public Works Facility for field maintenance throughout the School District; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits governmental units to enter into a contract for any service which any Party to the agreement is empowered to render within its jurisdiction; and

WHEREAS, the Parties to this Shared Services Agreement agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by the Shared Services Law;

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND REPRESENTATIONS CONTAINED HEREIN, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HEREBY MUTUALLY AGREE AS FOLLOWS:

This Agreement sets forth the specific provisions for the Shared Services Agreement between Clayton and the Board of Education for the use of miscellaneous park and recreation equipment related to field maintenance housed at the Clayton Public Works Facility located at Bernard Street and Washington Avenue as follows:

A. DESCRIPTION OF SERVICES

1. Clayton does hereby agree to provide access to the Clayton Public Works Facility located at Bernard Street and Washington Avenue, Clayton, New Jersey to the Board of Education for the use of miscellaneous park and recreation equipment related to field maintenance.
2. The Board of Education does hereby agree to arrange for pickup of all park and recreation equipment related to field maintenance that it will use from the Clayton Public Works Facility and return delivery when finished with same.
3. Clayton shall be responsible for general maintenance of all park and recreation equipment related to field maintenance housed at the Clayton Public Works Facility.
4. The Board of Education shall be responsible for any and all damages (beyond general wear and tear) to any and all park and recreation equipment related to field maintenance it may use which occurs during its use of or control over same.

B. TERM OF AGREEMENT

The term of this Shared Services Agreement (Term) shall commence on the execution by the parties of this Agreement and shall continue indefinitely unless terminated by one party upon three (3) months written notice to the other party.

C. LIMITATION OF DELEGATION, INDEMNIFICATION, INSURANCE

1. During the Term of this Shared Services Agreement, the Board of Education shall indemnify and shall hold Clayton, the members of its governing body, and its officers, agents and employees harmless against, and shall pay any and all liability, loss, cost, damage, claims, judgment or expense of any and all kinds or nature, which shall be imposed by law, which Clayton, its governing body, or its officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action brought by an officer, agent or employee of the Board of Education, which is based upon personal injury, death, or damage to property, whether real, personal or both, and which arises from the Board of Education's access to the Clayton Public Works Facility and use of the miscellaneous park and recreation equipment related to field maintenance unless such a claim, suit, action or liability is attributed to Clayton's negligence or other improper or willful misconduct. Should any fees or other costs be incurred by the Board of Education for any claims, suits or actions arising from Clayton's negligence or other improper or willful misconduct, Clayton shall reimburse the Board of Education for such fees and expenses.

2. The Board of Education, at its own cost and expense, shall defend any and all such claims, suits and actions coming within the scope of the indemnity set forth in Section C(1) above. This provision, however shall not be deemed to relieve any insurance company which

has issued a policy of insurance of its obligation to defend Clayton or any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy. The Board of Education shall not be responsible for such defense for such claims, suits or actions arising from Clayton's negligence or other improper or willful misconduct. Should any fees or other expenses be expended by the Board of Education for any claims, suits or actions arising from Clayton's negligence or other improper or willful misconduct, Clayton shall reimburse the Board of Education for such fees and expenses.

3. Clayton shall give an authorized representative of the Board of Education prompt written notice of the filing of each such claim by an officer, agent or employee of the Board of Education.

4. The Board of Education shall provide a Certificate of Insurance to Clayton listing Clayton as an additional named insured.

D. COMPLIANCE WITH LAWS AND REGULATIONS

The parties agree that they will, at their own cost and expense, promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

E. MISCELLANEOUS

1. **Entire Agreement.** 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.

2. **Supplements.** The parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required to correct any inconsistent or ambiguous term of the Agreement.

3. **Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived herein.

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

5. **Severability.** 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.

6. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

7. **Notices.** Unless otherwise provided in writing, any notices to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing and may be delivered personally or be certified or registered mail and, if so mailed, shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise, shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their following respective addresses or at such other addresses as each party may hereafter designate to the other parties in writing:

If to the BOROUGH OF CLAYTON:

Christine Newcomb, Borough Clerk
Borough of Clayton
125 N. Delsea Drive
Clayton, New Jersey 08312

If to CLAYTON BOARD OF EDUCATION:

David T. Lindenmuth, Superintendent
Clayton Board of Education
350 E. Clinton Street
Clayton, New Jersey 08312

8. **Covenants and Conditions.** 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 the parties, and neither the officers, agents or employees of the parties nor any official 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.

9. **Counterparts.** This 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.

10. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within the State of New Jersey, including all matters of enforcement, validity and performance.

F. EFFECTIVE DATE

This Shared Services Agreement shall be effective as of this 12th day of February, 2015, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties of this Shared Services Agreement.

G. SIGNATURES

IN WITNESS WHEREOF, the parties, pursuant to the authority granted to them and set forth, have executed this Agreement on the date indicated herein.

ATTEST:

BOROUGH OF CLAYTON

Christine Newson

By: 

THOMAS BIANCO, Mayor

ATTEST:

CLAYTON BOARD OF EDUCATION

Fran Adler

By: 

DAVID T. LINDENMUTH, Superintendent

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