

RESOLUTION 131-21

**RESOLUTION AUTHORIZING EXECUTION OF
AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND THE
COUNTY OF GLOUCESTER**

WHEREAS, the County of Gloucester and the Borough of Clayton have agreed to enter into a Shared Services Agreement to provide Family Entertainment at the DJ Bentz Memorial Soccer complex and Sandelier Park; 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 Agreement between the County of Gloucester and the Borough of Clayton.
2. That the Mayor be and is hereby authorized to execute said contract on behalf of the Borough of Clayton.

ADOPTED, at a regular meeting of the Mayor and Council of the Borough of Clayton held on July 8, 2021.

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, July 8, 2021.

CHRISTINE NEWCOMB, Borough Clerk

5/26/21

**SHARED SERVICES AGREEMENT
BETWEEN
THE BOROUGH OF CLAYTON
AND
THE COUNTY OF GLOUCESTER
TO PROVIDE FAMILY ENTERTAINMENT**

THIS UNIFORM SHARED SERVICES AGREEMENT ("Shared Services Agreement"), is dated this _____ day of _____, 2021, by and between the **Borough of Clayton**, a body politic and corporate of the State of New Jersey (hereinafter "Clayton"), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the "County").

RECITALS

WHEREAS, the County is a body politic and corporate of the State of New Jersey, with its principal offices located at 2 South Broad Street, Woodbury, NJ 08096; and

WHEREAS, the Borough of Clayton is a body politic and corporate of the State of New Jersey, with its principal offices located at 125 N. Delsea Drive, Clayton, NJ 08312; and

WHEREAS, the County has traditionally offered wholesome family entertainment, including shows, concerts and outdoor movie events during mild weather months, at no cost to residents in participating municipalities and

WHEREAS, the County Department of Parks and Recreation has certain expertise in planning events of this nature and has contracted with vendor(s) to provide such entertainment; and

WHEREAS, the County has contracted to provide the family-oriented movie *Sonic the Hedgehog* at Sandelier Park and a musical performance by the band *TK & THE HOWLERS* at DJ Bentz Memorial Soccer Complex; and

WHEREAS, County desires to make the above-described entertainment available to Clayton consistent with the terms of this Agreement; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A: 65-1, et seq., specifically authorizes local government units to enter into agreements for the provision of shared services; and

WHEREAS, the parties further agree that there is no obligation upon the County to provide security, supervision, control or maintenance at named site during the course of the events.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties hereto, Clayton and the County do hereby agree as follows:

AGREEMENT

1. **AGREEMENT.** The Borough of Clayton agrees to host the following events:
 - The family-oriented movie *Sonic the Hedgehog*, at dusk on Wednesday, June 9, 2021, with a rain date of Thursday, June 10, 2021 at Sandelier Park, 125 N. Delsea Drive, Clayton NJ; *and*
 - The band *TK & THE HOWLERS* at DJ Bentz Memorial Soccer Complex, 1 Garwood Blvd. (Academy), Clayton NJ, at 7:00 PM on Saturday, June 12, 2021, with a rain date of Sunday, June 13, 2021.

County agrees to contract for both the musical performance and rental of the feature movie. The parties agree that the County is not obligated to reimburse Clayton for use of any of its facilities in the provision of such entertainment.
2. **COORDINATION OF EVENT.** The parties acknowledge that the events will be arranged by the Gloucester County Department of Parks and Recreation at no cost to Clayton.
3. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted. Any attempted assignment or subcontract without written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.
4. **INDEMNIFICATION.** The County and Clayton, individually, jointly and severally shall be responsible for, shall keep, save and hold each harmless from, and shall indemnify and shall defend the other against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death or from any damage to any property sustained in connection with the above described events or which result from any aspect of these events. Liability under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
5. **INSURANCE.** Clayton represents that it will maintain General Liability insurance coverage in the minimum amount of \$500,000 for the above-described events, and all other necessary and appropriate insurances related to concerts, shows, and special events of this nature occurring at Borough of Clayton owned facilities, and further, agrees to name the County of Gloucester as additionally insured for each event.
6. **NO OBLIGATION BY COUNTY.** Clayton shall be solely responsible for the conduct of activities at entertainment venues. The County does not provide security, supervision, site set up or breakdown, control or maintenance of entertainment venues; and all Clayton employees, guests, participants, resident invitees and others enter into entertainment venues and remain there at their own risk.
7. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to Clayton or to the performer(s) shall be suspended without liability for the period during which the County is so prevented.

8. **COMPLIANCE WITH APPLICABLE LAW.** Clayton shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the activities which are the subject of this Agreement.
9. **INDEPENDENT STATUS.** The parties acknowledge that neither Clayton nor its employees, representatives or assigns are agents of the County in any way.
10. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

THIS CONTRACT is dated this ____ day of ____, 2021.

IN WITNESS WHEREOF, the County Board of Commissioners has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Clayton has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:


COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

BOROUGH OF CLAYTON



WITNESS
Christine Newcomb, Clerk



THOMAS BIANCO,
MAYOR