

RESOLUTION 205-21

**RESOLUTION AUTHORIZING EXECUTION OF SHARED SERVICES
AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND THE
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**

WHEREAS, the Borough of Clayton has agreed to enter into a Shared Services Agreement for Use of Stages; and

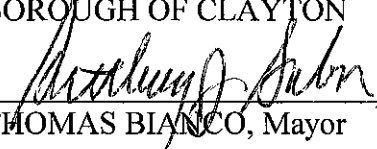
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve the attached Shared Services Agreement between the Borough of Clayton and the Gloucester County Improvement Authority.

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 October 14, 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, October 14, 2021.

CHRISTINE NEWCOMB, Borough Clerk

**SHARED SERVICES AGREEMENT BETWEEN THE GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY AND THE
MUNICIPALITY OF CLAYTON**

REGARDING USAGE OF CERTAIN STAGE UNITS

THIS UNIFORM SHARED SERVICES AGREEMENT (“Shared Services Agreement”), dated this 14th day of October, 2021, by and between the **Gloucester County Improvement Authority**, a body politic and corporate of the State of New Jersey (hereinafter the “GCIA”), and the Borough of Clayton, a body politic and corporate of the State of New Jersey (hereinafter the “Municipality”).

RECITALS

WHEREAS, the GCIA is a body politic and corporate of the State of New Jersey, with its principal offices located at 109 Budd Boulevard, West Deptford, NJ 08096; and

WHEREAS, the Municipality 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 GCIA owns and maintains two (2) mobile stage units, one with a thirty-two foot by fourteen-foot (32’x 14’) stage when open (hereinafter the “Large Stage”), and a twenty-four foot by fourteen-foot (24’x 14’) stage when open (hereinafter the “Small Stage”) (hereinafter both collectively referred to as the “Stages”); and

WHEREAS, the GCIA employees the personnel that are qualified to transport, maintain, and operate by way of set-up and take-down, the Stages; and

WHEREAS, the Municipality has need for the Large Stage for an event or function being held by and/or sponsored by the Municipality (hereinafter “Municipal Event”); and

WHEREAS, the Municipality has made a request of the GCIA to utilize the Stages for a Municipal Event on October 23, 2021; and

WHEREAS, N.J.S.A. 40A: 65-1, et. seq., specifically authorizes local government units, including, but not limited to, municipalities, and authorities such as the GCIA, to enter into agreements for the provision of shared services.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT AND SERVICES.

1. Use of Stages. The GCIA shall make available to the Municipality for use by the Municipality at the Municipal Event to be held on October 23, 2021, the Large Stage. The GCIA shall also provide qualified, trained personnel of the GCIA to transport, operate (inclusive of set-up and take-down), and maintain the Large Stage for the Municipal Event. Any damages to the Stages caused by the negligence of, or improper use by, employees, agents, servants, or independent contractors of the Municipality shall be the responsibility of the Municipality, and will include full financial restitution to the GCIA by the Municipality.

2. Maintenance and Storage of Stages. The Large Stage, Small Stage, or both, shall be housed on a designated site owned by the Municipality upon delivery for use by the Municipality. The Stages may not be used on private property. The Municipality shall be responsible to provide a suitable, safe and secure location for the Stages from the time of delivery by the GCIA through the time of pick-up of same by the GCIA. The GCIA reserves the right to assign an on-site supervisor to monitor the use and/or storage of the Stages for the Municipal Event.

B. PAYMENT FROM MUNICIPALITY TO GCIA; NO PAYMENT FROM GCIA TO COUNTY.

The parties agree that the Municipality shall pay to the GCIA for use of the Large Stage for the Municipal Event a lump sum fee of one thousand two hundred (\$1,200) dollars; and for the use of the Small Stage, a lump sum fee of six hundred (\$600) dollars. The parties further agree that the GCIA shall not be obligated to reimburse the Municipality for any costs, fees or expenses regarding or relating to the Municipalities' use of one or both of the Stages.

Prior to the occurrence of the Municipal Event, the GCIA shall provide the Municipality with a bill for the fee for the usage of the Large Stage, the Small Stage, or both, as set forth in this Shared Services Agreement. Payment shall be made in full by the Municipality to the GCIA, prior to the occurrence of the Municipal Event. Failure of the Municipality to make timely and proper payment may be cause for the denial of use of the Stages.

C. DURATION OF AGREEMENT.

This Shared Services Agreement shall be effective upon the effective date noted herein below, and shall conclude on December 31, 2021.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither Municipality, nor GCIA, intends by this Shared Services Agreement to create any agency relationship other than that which is specifically required by the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1, et. seq. for the limited purpose of the provision of the goods and/or services by the GCIA, or the Municipality, under and pursuant to this said agreement.

Notwithstanding any such agency relationship which may be created by the Uniform Shared Services Consolidation Act, the Municipality hereby specifically agrees to indemnify and hold GCIA harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' cost, court cost, and the like), arising out of any act or omission by the Municipality or/any of its agents, servants, employees or independent contractors in connection with the performance of services which are the subject of this Shared Services Agreement; or arising out of, or connected in any way with the Stages being made available and provided to the Municipality by the GCIA hereunder.

The Municipality represents that it maintains General Liability, and all other necessary and appropriate insurances related to the Stages to be provided for use by the Municipality, and the services to be performed in connection therewith by the GCIA. The Municipality agrees that it shall upon execution of this Shared Services Agreement, and from time to time thereafter, provide the GCIA with Certificates of Insurance for the relevant insurance policies that regard and relate to the goods and services being provided by the GCIA to the Municipality hereunder; and further agrees that the GCIA shall be named as an additional insured on all such policies.

E. COMPLIANCE WITH LAWS AND REGULATIONS.

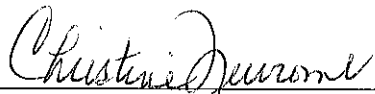
The GCIA and the Municipality agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, statutes, ordinances, rules, regulations, and other governmental requirements, which may be applicable to the goods being supplied or, the services being performed, as described and set forth in this Shared Services Agreement.

F. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Signs.** This Shared Services Agreement shall inure to the benefit of, and shall be binding upon, the GCIA, the Municipality, and their respective successors and signs.
3. **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 holdings shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** 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.
 5. **Prevention of Performance by GCIA.** In the event that the GCIA is prevented from performing under this Shared Services Agreement by circumstances beyond its control, then any obligations owing by the GCIA to the Municipality hereunder shall be suspended without liability for the period during which the GCIA is so prevented.
 6. **Entire Agreement.** This Shared Services Agreement sets forth all 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.
 7. **Further Assurances and Corrective Instruments.** The GCIA and the Municipality shall execute, acknowledge, and deliver, or cause to be executed, acknowledge and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the subject matter of this Shared Services Agreement, or correct any inconsistent or in ambiguous term hereof.
 8. **Headings.** The article section headings in this Shared Services Agreement are included herein for convenience of reference only, and are not intended to define or limit the scope of any provision of this said agreement.
 9. **Non-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 in this said agreement.
 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 such State, including all matters of enforcement, validity and performance.
- G. EFFECTIVE DATE.** This Agreement shall be effective as of October 14, 2021, which date shall be considered the commencement date of this Agreement.

ATTEST:


CHRISTINE NEWCOMB, CLERK

BOROUGH OF CLAYTON


TOM BIANCO, MAYOR

ATTEST:

**GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY**

EXECUTIVE DIRECTOR