

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Gloucester County Improvement Authority COUNTY: Gloucester

RECIPIENT: Borough of Paulsboro COUNTY: Gloucester

BRIEF DESCRIPTION OF SERVICE:

Use of Small Stage on September 10, 2016 for the Paulsboro Day event. Rain date: September 11, 2016

EFFECTIVE DATE: April 5, 2016

EXPIRATION DATE: September 12, 2016

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

RESOLUTION ENTERING INTO A SHARED SERVICES AGREEMENT BETWEEN THE
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND THE BOROUGH OF
PAULSBORO REGARDING USAGE OF CERTAIN STAGE UNITS.

RESOLUTION NO.82.16.

WHEREAS, the Gloucester County Improvement Authority (GCIA) owns and maintains two (2) mobile stage units, to wit, a thirty two foot by ten foot (32' X 10') 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 Borough of Paulsboro has need for the Small Stage in the amount of six hundred dollars (\$600.00) for an event or function being held by and/or sponsored by the Borough of Paulsboro (hereinafter "Municipal Event"); and

WHEREAS, the Borough of Paulsboro has made a request of the GCIA to utilize the Stages for a Municipal Event on Saturday, September 10th, 2016 (rain date - Sunday, September 11th, 2016); 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, BE IT RESOLVED inconsideration of the mutual promises, agreements and other considerations made by and between the parties hereto, the GCIA and the Municipality do hereby agree to the shared services agreement as attached.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the agreement on behalf of the Borough of Paulsboro and that their signature constitutes acceptance of the terms and conditions of the agreement and approves the execution of the agreement.

ADOPTED by the Mayor and Council of the Borough of Paulsboro at the Regular Meeting held on the 5th day of April, 2016.

ATTEST:


Gary C. Stevenson, Mayor


Kathy A. VanScy, RMC/CMC
Borough Clerk

CLOSE TO EVERYTHING



FAR FROM IT ALL

MUNICIPAL STAGE RESERVATION FORM

Municipality: PAULSBORO Event PAULSBORO DAY

Contact Name & Title MARC KAMP - EVENT CHAIRMAN

Address 1211 DELAWARE ST., PAULSBORO, NJ 08066

Phone 856-423-1554 (Home) E-mail MARC.KAMP@VERIZON.NET

Tent 20x20 _____ Large Stage _____ Small Stage X
\$1,200 32'x14' \$600. 24' x 14'

Contact Name Day of Event MARC KAMP Cell # 856-803-8386

Date of Event SAT. SEPT. 10, 2016 Start time of event 10AM End time 4PM

Set up needed by 8AM Sound System (YES) or NO

Earliest day delivery FRI. SEPT. 9, 2016 Day/Time to pick up SUNDAY, SEPT. 11, 2016

Can stage be picked up next day (Yes) / No If yes, what time ANY TIME

Address of Event (be specific) exact location/area of set up _____

PAULSBORO HIGH SCHOOL PARKING LOT
670 N. DELAWARE ST., PAULSBORO, NJ 08066

Return all documents to: Sharon Delaney sdelaney@gciani.com (p) 856-241-1415 (f) 856-241-1623
Gloucester County Dream Park
400 U.S. Route 130, Logan Township, NJ 08085

Check Payable to: **Gloucester County Improvement Authority**
Shady Lane Complex
254 County House Road, Clarksboro, NJ 08020

Certificate of Insurance for the address the Certificate Holder: Gloucester County Improvement Authority 109 Budd Blvd, Woodbury, NJ 08096

NOTE: We cannot execute this agreement until we receive the reservation form, Certificate of Insurance, payment and the agreement. For additional information and/or questions, please contact Sharon Delaney at 856-241-1415 or e-mail sdelaney@gciani.com

Robert M. Damminger, Freeholder Director / GCIA Freeholder Liaison

SHARED SERVICES AGREEMENT BETWEEN THE GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY AND THE

MUNICIPALITY OF PAULSBORO

REGARDING USAGE OF CERTAIN STAGE UNITS

THIS UNIFORM SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this _____ day of MARCH, 2016, 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 PAULSBORO, 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 1211 DELAWARE ST., PAULSBORO, NJ 08066; and

WHEREAS, the GCIA owns and maintains two (2) mobile stage units, to wit, a thirty two foot by ten foot (32'x 10') 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 USE OF the SMALL 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 SEPT. 10 (RAIN DATE SEPT. 11), 2016; 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 ^{SEPT. 10} ~~SEPT. 11~~ ^{RAIN DATE SEPT. 11}, 2016, the SMALL 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 SMALL 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, 2016.

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 MARCH, 2016, which date shall be considered the commencement date of this Agreement.

ATTEST:

Karl A. V. [Signature]

[NAME OF MUNICIPALITY]

Gay E. Steven
, MAYOR

ATTEST:

Barbara Cramer

**GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY**

George [Signature]
Acting Executive DIRECTOR