RESOLUTION 124-12

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

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 11, 2013.

BOROUGH OF CLAYTON

THOMAS BIANCO, Mayor

Attest:

Christine Newcomb

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 11, 2013.

Christine Newcomb

CHRISTINE NEWCOMB, Borough Clerk

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

THIS UNIFORM SHARED SERVICES SHARED AGREEMENT ("Shared Services Agreement"), dated this 12th day of June, 2013, 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 *DJ Bentz Memorial Soccer Complex* is a recreational area in the Borough of Clayton which provides an excellent venue for family entertainment; and

WHEREAS, the County historically provides family-oriented amusement, such as shows, concerts, skits and the like, particularly during the mild weather months, to enhance the quality of life by offering wholesome entertainment; and

WHEREAS, the County Department of Parks and Recreation has certain expertise in event planning of this nature; and

WHEREAS, the County has contracted with the musical artist, The Mango Men, for a performance on June 29th, 2013 from 7:00 p.m. to 8:30 p.m.; and

WHEREAS, these activities would contribute to the enjoyment of Gloucester County residents at the park; 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 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, Clayton and the County do hereby agree as follows:

AGREEMENT

1. **AGREEMENT.** Clayton agrees to permit the use of the *DJ Bentz Memorial Soccer Complex* for a performance by The Mango men on June 29th, 2013 from 7:00 p.m. to 8:30 p.m. County will contract to provide the performer. The parties agree that the County is not obligated to reimburse Clayton for use of the park.

2. **SUPERVISION 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 such 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 this event which results from any aspect of this event. 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. The County will obtain an indemnification and waivers from the performers for the benefit of both County and Clayton.

5. **INSURANCE.** Clayton represents that it maintains General Liability, and all other necessary and appropriate insurances related to concerts, shows, and special events of this nature occurring at the *DJ Bentz Memorial Soccer Complex.*

6. **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 the performer(s) shall be suspended without liability for the period during which the County is so prevented.

7. **COMPLIANCE WITH APPLICABLE LAW.** Clayton and performers 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 activity which is the subject of this agreement.

8. **INDEPENDENT STATUS.** The parties acknowledge that neither Clayton nor the performers are, for any purpose, agents of the County in any way.

9. **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 12th day of June, 2013.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, pursuant to a Resolution of the County and Clayton has caused this instrument to be signed by their properly authorized representatives.

ATTEST:

ROBERT N. DiLELLA
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

Christine Newcomb

CHRISTINE NEWCOMB
BOROUGH CLERK

BOROUGH OF CLAYTON

THOMAS BIANCO, MAYOR