

11/6/13

**SHARED SERVICES AGREEMENT BETWEEN THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND THE COUNTY OF GLOUCESTER REGARDING USAGE OF CERTAIN STAGE UNITS**

**THIS UNIFORM SHARED SERVICES SHARED AGREEMENT** ("Shared Services Agreement"), dated this 6 day of Nov, 2013, by and between the **GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**, a body politic and corporate of the State of New Jersey (hereinafter "GCIA"), and the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey (hereinafter "County").

**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 County is a body politic and corporate of the State of New Jersey, with its principal offices located at 1 North Broad Street, Woodbury, NJ 08096; 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 employs the personnel who are qualified to transport, maintain, and operate by way of set-up and take-down, the Stages; and

**WHEREAS**, the County from time to time has need for one or both of the Stages for events or functions being held by and/or sponsored by the County (hereinafter "County Events"); and

**WHEREAS**, the County has made a request of the GCIA to utilize the Stages for County Events on various dates, as needed, throughout the term of this Agreement; and

**WHEREAS**, it is understood by and between the GCIA and the County that the County shall have priority over any municipalities within the County regarding use of the Stages for County events on any particular date throughout the term of this Agreement; and

**WHEREAS**, N.J.S.A. 40A: 65-1, et. seq., specifically authorizes local government units, including, but not limited to, counties, 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 County do hereby agree as follows:

## AGREEMENT

### **A. DESCRIPTION OF THE PROJECT AND SERVICES.**

1. **Use of Stages.** The GCIA shall make the staging available to the County for use by the County at County Events. The GCIA shall also provide qualified, trained personnel of the GCIA to transport, operate (inclusive of set-up and take-down), and maintain the Stages when the County requests and schedules use of same for a County Event. Any damages to the Stages caused by the negligence of, or improper use by, employees or agents of the County shall be the responsibility of the County.

2. **Maintenance and Storage of Stages.** At all times when the Stages are not being utilized by the County, or any municipality in the County, for a scheduled County or Municipal Event, then the GCIA shall be responsible to store the Stages at a GCIA owned or maintained site; and to insure that any and all necessary and required maintenance is undertaken as it relates to the Stages when they are not in use so as to insure their proper operation and function when being utilized by the County, or one of the municipalities of the County.

3. **Reservation and Scheduling of Use.** (a) GCIA hereby delegates to the County the authority to determine when one (1) or both of the Stages will be reserved and scheduled for use by the County for a County Event. (b) The County shall be responsible to notify the GCIA in writing of the dates, times, and locations that the County requires use of one or both of the Stages for County Events. (c) It shall be the responsibility of the GCIA, upon notice from the County of the date, time and location that the County requires use of one or both of the Stages, to transport, deliver, and pick-up after use, including all necessary set-up and take-down, whichever stage has been reserved for the County's use on the date and time in question to the location where same is needed. (d) The County shall have priority over any municipality regarding reservation of Stages for a County Event, so that if a municipality makes request for use of the Stages on a date that the County requires them for a County Event, the County Event shall take priority, and the County shall get use of the Stages on such date.

### **B. NO PAYMENT FROM COUNTY TO GCIA.**

The parties agree that the County is not obligated to reimburse the GCIA for any use of the Stages for County Events.

### **C. DURATION OF AGREEMENT.**

This Shared Services Agreement shall be effective for a period of ten (10) years, commencing December 1, 2013, and concluding on November 30, 2023.

### **D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.**

Neither County, 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 County, under and pursuant to this said agreement.

Notwithstanding any such agency relationship which may be created by the Uniform Shared Services Consolidation Act, the GCIA hereby specifically agrees to indemnify and hold County 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 GCIA or/any of its agents, servants or employees 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 County by the GCIA hereunder.

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

#### **E. COMPLIANCE WITH LAWS AND REGULATIONS.**

The GCIA and the County 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 County, 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. **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.
6. **Further Assurances and Corrective Instruments.** The GCIA and the County shall execute, acknowledge, and deliver, or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonable be

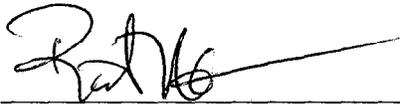
required for correcting any inadequate or incorrect description of the subject matter of this Shared Services Agreement, or to correct any inconsistent or ambiguous term hereof.

7. **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.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver by either party of any right which is not explicitly waived in this said agreement.
9. **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 November 6, 2013, which date shall be considered the commencement date of this Agreement.

**ATTEST:**



**ROBERT N. DILELLA, CLERK**

**COUNTY OF GLOUCESTER**

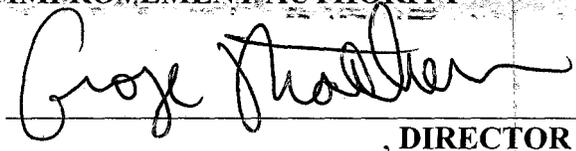


**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**



**GLOUCESTER COUNTY  
IMPROVEMENT AUTHORITY**



**, DIRECTOR**