

WEST DEPTFORD TOWNSHIP

RESOLUTION #2016-214

RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF WEST DEPTFORD AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR RENTAL OF A MOBILE STAGE UNIT OWNED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR USE AT WEST DEPTFORD FAMILY FUN DAY

WHEREAS, the Gloucester County Improvement Authority (hereinafter referred to as 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 referred to as the "Large Stage") and a twenty four foot by fourteen foot (24' x 14') stage when open (hereinafter referred to as the "Small Stage") (hereinafter collectively both referred to as the "Stages"); and

WHEREAS, the GCIA employs the personnel that are qualified to transport, maintain, set-up and take-down the Stages; and

WHEREAS, the Township of West Deptford desires to rent the "Large Stage" from the GCIA for use at the West Deptford Family Fun Day to be held on September 24, 2016 for the amount of \$1,200; and

WHEREAS, the Shared Services Act, 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 Township and GCIA to enter agreements for the provisions of Shared Services; and

WHEREAS, a Shared Services Agreement has been prepared for the rental of the Large Stage; and

WHEREAS, a Municipal Stage Reservation Form has been completed by the Township of West Deptford; and

WHEREAS, the total amount to be paid by the Township of West Deptford is \$1,200 for the event date listed above.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Township Committee of the Township of West Deptford, County of Gloucester and State of New Jersey on this 17th day of August, 2016 that the Township of West Deptford does hereby authorize the execution of a Shared

Services Agreement between the Township of West Deptford and the Gloucester County Improvement Authority for the rental of the "Large Stage" to Township of West Deptford for use at the West Deptford Family Fun Day to be held on September 24, 2016 for the amount of \$1,200; and

BE IT FURTHER RESOLVED that the Mayor and/or Township Administrator are herein authorized to execute all appropriate contracts, documents and agreements respecting this matter.

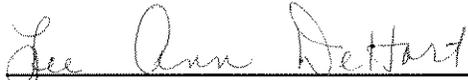
ADOPTED at the meeting of the Township Committee of the Township of West Deptford held on August 17, 2016.

TOWNSHIP OF WEST DEPTFORD



DENICE DICARLO, Mayor

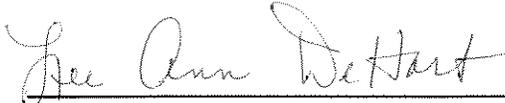
ATTEST:



LEE ANN DEHART, Acting Municipal Clerk

CERTIFICATION

I, Lee Ann DeHart, Acting Municipal Clerk, of the Township of West Deptford, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Township of West Deptford held on August 17, 2016.



LEE ANN DEHART, Acting Municipal Clerk

MUNICIPAL STAGE RESERVATION FORM



Municipality: West Deptford Township Event West Deptford Family Fun Day

Contact Name & Title Aimee Boucher, Events Manager

Address 1000 RiverWinds Drive, West Deptford, NJ 08086

Phone 856-251-1410 x103 E-mail maskaa@riverwinds.org

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

Contact Name Day of Event Aimee Boucher Cell # 856-217-3556

Date of Event 09/24/2016 Start time of event 1:00 p.m. End time 9:00 p.m.

Set up needed by 9/22/16 as discussed Sound System YES or NO

Earliest day delivery 9/22/16 as discussed Day/Time to pick up 9/26/16 by 3:00 p.m.

Can stage be picked up next day --- Yes / NO If yes, what time

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

1000 RiverWinds Drive, West Deptford NJ 08086. Lacrosse Field Parking lot, on grass adjacent to blacktop (a map can be provided the week of)

Return all documents to: Sharon Delaney sdelaney@gcianj.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@gcianj.com

Robert M. Damminger, Freeholder Director / GCIA Freeholder Liaison

SHARED SERVICES AGREEMENT BETWEEN THE GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY AND THE

MUNICIPALITY OF West Deptford

REGARDING USAGE OF CERTAIN STAGE UNITS

THIS UNIFORM SHARED SERVICES AGREEMENT (“Shared Services Agreement”), dated this _____ day of _____, 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 Township of West Deptford, 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 400 Crown Point Rd West Deptford, NJ 08086; 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 _____ 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 September 24, 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 September 24, 2016, 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, 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, acknowledged 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 _____, 2016, which date shall be considered the commencement date of this Agreement.

ATTEST:

Lee Ann DeHart
Lee Ann DeHart, Acting Municipal
Clerk

[NAME OF MUNICIPALITY]

Denise Di Carlo
Denise Di Carlo, **MAYOR**

ATTEST:

**GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY**

_____, **DIRECTOR**



CERTIFICATE OF LIABILITY INSURANCE

WESTD-2 OP ID: HG

DATE (MM/DD/YYYY)

08/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hardenbergh Insurance Group P.O. Box 8000 Marlton, NJ 08053 Christopher J. Powell	CONTACT NAME: Christopher J. Powell PHONE (A/C, No, Ext): 856-489-9100 E-MAIL ADDRESS:	FAX (A/C, No): 856-489-9101
	INSURER(S) AFFORDING COVERAGE	
INSURED Township of West Deptford 400 Crown Point Road West Deptford, NJ 08086	INSURER A : Statewide Insurance Fund	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		SIF201608086	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SIF201608086	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1608086WD	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named additional insured as respects to use of Stage from 9/22/16 through 9/26/16.

CERTIFICATE HOLDER

GLOUWO2

Gloucester County Improvement Authority
 109 Budd Blvd.
 Woodbury, NJ 08096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WEST DEPTFORD TOWNSHIP

RESOLUTION #2016-214

RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF WEST DEPTFORD AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR RENTAL OF A MOBILE STAGE UNIT OWNED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR USE AT WEST DEPTFORD FAMILY FUN DAY

WHEREAS, the Gloucester County Improvement Authority (hereinafter referred to as 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 referred to as the "Large Stage") and a twenty four foot by fourteen foot (24' x 14') stage when open (hereinafter referred to as the "Small Stage") (hereinafter collectively both referred to as the "Stages"); and

WHEREAS, the GCIA employs the personnel that are qualified to transport, maintain, set-up and take-down the Stages; and

WHEREAS, the Township of West Deptford desires to rent the "Large Stage" from the GCIA for use at the West Deptford Family Fun Day to be held on September 24, 2016 for the amount of \$1,200; and

WHEREAS, the Shared Services Act, 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 Township and GCIA to enter agreements for the provisions of Shared Services; and

WHEREAS, a Shared Services Agreement has been prepared for the rental of the Large Stage; and

WHEREAS, a Municipal Stage Reservation Form has been completed by the Township of West Deptford; and

WHEREAS, the total amount to be paid by the Township of West Deptford is \$1,200 for the event date listed above.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Township Committee of the Township of West Deptford, County of Gloucester and State of New Jersey on this 17th day of August, 2016 that the Township of West Deptford does hereby authorize the execution of a Shared

Services Agreement between the Township of West Deptford and the Gloucester County Improvement Authority for the rental of the "Large Stage" to Township of West Deptford for use at the West Deptford Family Fun Day to be held on September 24, 2016 for the amount of \$1,200; and

BE IT FURTHER RESOLVED that the Mayor and/or Township Administrator are herein authorized to execute all appropriate contracts, documents and agreements respecting this matter.

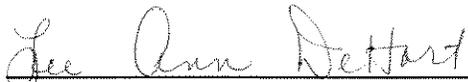
ADOPTED at the meeting of the Township Committee of the Township of West Deptford held on August 17, 2016.

TOWNSHIP OF WEST DEPTFORD



DENICE DICARLO, Mayor

ATTEST:



LEE ANN DEHART, Acting Municipal Clerk

CERTIFICATION

I, Lee Ann DeHart, Acting Municipal Clerk, of the Township of West Deptford, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Township of West Deptford held on August 17, 2016.



LEE ANN DEHART, Acting Municipal Clerk



MUNICIPAL STAGE RESERVATION FORM

Municipality: West Deptford Township Event West Deptford Family Fun Day

Contact Name & Title Aimee Boucher, Events Manager

Address 1000 RiverWinds Drive, West Deptford, NJ 08086

Phone 856-251-1410 x103 E-mail maskaa@riverwinds.org

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

Contact Name Day of Event Aimee Boucher Cell # 856-217-3556

Date of Event 09/24/2016 Start time of event 1:00 p.m. End time 9:00 p.m.

Set up needed by 9/22/16 as discussed _____ Sound System YES or NO

Earliest day delivery 9/22/16 as discussed Day/Time to pick up 9/26/16 by 3:00 p.m. _____

Can stage be picked up next day --- Yes / NO If yes, what time _____

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

1000 RiverWinds Drive, West Deptford NJ 08086. Lacrosse Field Parking lot, on grass adjacent to blacktop (a map can be provided the week of)

Return all documents to: Sharon Delaney sdelaney@gcianj.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@gcianj.com

Robert M. Damminger, Freeholder Director / GCIA Freeholder Liaison

**SHARED SERVICES AGREEMENT BETWEEN THE GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY AND THE**

MUNICIPALITY OF West Deptford

REGARDING USAGE OF CERTAIN STAGE UNITS

THIS UNIFORM SHARED SERVICES AGREEMENT (“Shared Services Agreement”), dated this _____ day of _____, 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 Township of West Deptford, 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 400 Crown Point Rd West Deptford, NJ 08086; 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 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 September 24, 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 September 24, 2016, 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, 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 _____, 2016, which date shall be considered the commencement date of this Agreement.

ATTEST:

Lee Ann DeHart
Lee Ann DeHart, Acting Municipal
Clerk

[NAME OF MUNICIPALITY]

Denise Di Carlo
Denise Di Carlo, **MAYOR**

ATTEST:

**GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY**

_____, **DIRECTOR**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hardenbergh Insurance Group P.O. Box 8000 Marlton, NJ 08053 Christopher J. Powell	CONTACT NAME: Christopher J. Powell	
	PHONE (A/C, No, Ext): 856-489-9100 FAX (A/C, No): 856-489-9101 E-MAIL ADDRESS:	
INSURED Township of West Deptford 400 Crown Point Road West Deptford, NJ 08086	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Statewide Insurance Fund	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		SIF201608086	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			SIF201608086	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	WC1608086WD	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named additional insured as respects to use of Stage from 9/22/16 through 9/26/16.

CERTIFICATE HOLDER GLOUWO2 Gloucester County Improvement Authority 109 Budd Blvd. Woodbury, NJ 08096	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SHARED SERVICES AGREEMENT BETWEEN THE GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY AND THE

MUNICIPALITY OF West Deptford

REGARDING USAGE OF CERTAIN STAGE UNITS

THIS UNIFORM SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this _____ day of _____, 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 Township of West Deptford, 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 400 Crown Point Rd West Deptford, NJ 08086; 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 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 September 24, 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 September 24, 2016, 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, 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.
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- G. **EFFECTIVE DATE.** This Agreement shall be effective as of _____, 2016, which date shall be considered the commencement date of this Agreement.

ATTEST:

Lee Ann DeHart
Lee Ann DeHart, Acting Municipal
Clerk

[NAME OF MUNICIPALITY]

Denise DiCarlo
Denise DiCarlo, MAYOR

ATTEST:

Barbara Cramer

GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY

George Sturjan
Acting Executive DIRECTOR