

5/2/18

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

THIS UNIFORM SHARED SERVICES AGREEMENT (“Shared Services Agreement”), dated this 16 day of May, 2018, 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 County has traditionally offered wholesome family entertainment, including shows, concerts and outdoor movie events during the mild weather months, at no cost to residents in participating municipalities and

WHEREAS, the County Department of Parks and Recreation has certain expertise in planning events of this nature and has contracted with vendor(s) to provide such entertainment; and

WHEREAS, the County has contracted with the musical group *Swing That Cat* for a performance on June 9, 2018 at 7:00 p.m., with a rain date of June 10, 2018, at DJ Bentz Memorial Soccer Complex; and

WHEREAS, the County has additionally contracted to provide the recently released family-oriented movie *Zootopia*, to be shown, weather permitting, at dusk at Sandelier Park, 125 N. Delsea Drive, on Friday, June 8, 2018, with a rain date of Saturday June 9, 2018; and

WHEREAS, County desires to make the above described entertainment available to Clayton consistent with the terms of this Agreement; 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 for the provision of shared services; and

WHEREAS, the parties further agree that there is no obligation upon the County to provide security, supervision, control or maintenance at named sites during the course of these events.

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.** The Borough of Clayton agrees to host a musical performance by *Swing That Cat* on Saturday June 9, 2018 at 7:00 p.m., with a rain date, 7:00 p.m. on Sunday, June 10, 2018, at DJ Bentz Memorial Soccer Complex.

Additionally, the Borough of Clayton agrees to host family-oriented movie *Zootopia* at Sandelier Park, 125 N. Delsea Drive, at dusk on June 8, 2018, with a rain date of June 9, 2018.

County agrees to contract for both the concert performers as well as rental of the feature movie. The parties agree that the County is not obligated to reimburse Clayton for use of any of its facilities in the provision of such entertainment.

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 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 the above described events or which result from any aspect of these events. 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 performer(s) for the benefit of the County and Clayton.
5. **INSURANCE.** Clayton represents that it will maintain General Liability insurance coverage in the minimum amount of \$500,000 for each of the above described events, and all other necessary and appropriate insurances related to concerts, shows, and special events of this nature occurring at Borough of Clayton owned property, and further, agrees to name the County of Gloucester as additionally insured for each event.
6. **NO OBLIGATION BY COUNTY.** Clayton shall be solely responsible for the conduct of activities at entertainment venues. The County does not provide security, supervision, site set up or breakdown, control or maintenance of entertainment venues; and all Clayton employees, guests, participants, resident invitees and others enter into entertainment venues and remain there at their own risk.

7. **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 Clayton or to the performer(s) shall be suspended without liability for the period during which the County is so prevented.
8. **COMPLIANCE WITH APPLICABLE LAW.** Clayton 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 activities which are the subject of this Agreement.
9. **INDEPENDENT STATUS.** The parties acknowledge that neither Clayton nor the performer(s) are agents of the County in any way.
10. **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 16 day of May, 2018.

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 its properly authorized representatives.

ATTEST:

Laurie Burns
 LAURIE J. BURNS,
 CLERK OF THE BOARD

COUNTY OF GLOUCESTER

Robert M. Damminger
 ROBERT M. DAMMINGER,
 FREEHOLDER DIRECTOR

ATTEST:

Christine Neuromb
 WITNESS

BOROUGH OF CLAYTON

Thomas Bianco
 THOMAS BIANCO,
 MAYOR