

6/12/13

SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY REGARDING FAMILY ENTERTAINMENT AT THE DREAM PARK

THIS UNIFORM SHARED SERVICES SHARED AGREEMENT (“Shared Services Agreement”), dated this 12th day of June, 2013, by and between the **Gloucester County Improvement Authority**, a body politic and corporate of the State of New Jersey (hereinafter the “GCIA”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “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 2 South Broad Street, Woodbury, NJ 08096; and

WHEREAS, the GCIA owns and maintains the 277 acre state of the art complex known as the Delaware River Equestrian Agriculture and Marine (*Dream*) Park in Logan Township; 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:

- a. *Fish Tales and Ocean Oddballs* scheduled for June 27th, 2013.
- b. *Fitness Frenzy*, scheduled for July 11th, 2013.
- c. *Lady Hawke Storytelling*, scheduled for July 18th, 2013.
- d. *Thinking Tree EP/The Alphabet Song*, scheduled for August 1st, 2013.

All shows begin at 10:30 a.m., rain or shine.

WHEREAS, these activities would contribute to the enjoyment of Gloucester County residents utilizing 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 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

1. **AGREEMENT.** The GCIA agrees to permit the use of the Equestrian Dream Park for family fun performances featuring Fish Tales and Ocean Oddballs; Fitness Frenzy; Lady Hawke Storytelling; and, the Thinking Tree EP/ The Alphabet Song. The performances are scheduled for June 27, 2013, July 11, 2013, July 18, 2013 and August 1, 2013, respectively, with all shows beginning at 10:30 a.m. County will contract to provide the performer. The parties agree that the County is not obligated to reimburse the GCIA 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 the GCIA.
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 the GCIA, 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 the County and GCIA.
5. **INSURANCE.** The GCIA 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 Dream Park.
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.** GCIA 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 the GCIA 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.

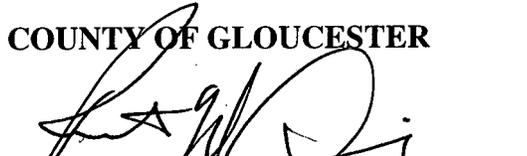
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, pursuant to a Resolution of the County and the GCIA has caused this instrument to be signed by their properly authorized representatives.

ATTEST:



ROBERT N. DILELLA,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER



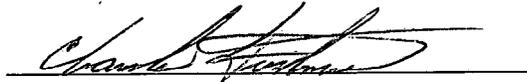
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:



PAUL W. LENKOWSKI,
SECRETARY/TREASURER

**GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY**



CHARLES FENTRESS,
CHAIRMAN