

4/16/14

**SHARED SERVICES AGREEMENT
BETWEEN
THE TOWNSHIP OF WASHINGTON
AND
THE COUNTY OF GLOUCESTER
TO PROVIDE FAMILY ENTERTAINMENT**

THIS UNIFORM SHARED SERVICES SHARED AGREEMENT (“Shared Services Agreement”), dated this the 16th day of April, 2014, by and between the **Township of Washington**, a body politic and corporate of the State of New Jersey (hereinafter “Washington Township”), 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 Township of Washington is a body politic and corporate of the State of New Jersey, with its principal offices located at 523 Egg Harbor Road, Sewell, NJ 08080; and

WHEREAS, the *Washington Lake Park* is a recreational area in the Township of Washington 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 FM Band, for a performance on June 29, 2014 from 7:00 p.m. to 9:00 p.m., with a rain date of June 30, 2014; 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 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, Washington Township and the County do hereby agree as follows:

AGREEMENT

1. **AGREEMENT.** Washington Township agrees to permit the use of the *Washington Lake Park* for a performance by the FM Band on June 29, 2014 from 7:00 p.m. to 9:00 p.m., with a rain date of June 30, 2014. County will contract to provide the performer. The parties agree that the County is not obligated to reimburse Washington Township for use of the park
2. **SUPERVISION OF EVENT.** The parties acknowledge that the event will be arranged by the Gloucester County Department of Parks and Recreation at no cost to Washington Township.
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 Washington Township, 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 Washington Township.
5. **INSURANCE.** Washington Township 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 *Washington Lake 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.** Washington Township 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 Washington Township 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 16th day of April, 2014.

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 Washington Twp has caused this instrument to be signed by their properly authorized representatives.

ATTEST:


ROBERT N. DI LELLA, CLERK

COUNTY OF GLOUCESTER


ROBERT M. DAMMINGER, DIRECTOR

ATTEST:



JILL MCCREARY, TOWNSHIP CLERK

WASHINGTON TOWNSHIP


BARBARA WALLACE, MAYOR