

4/16/14

**SHARED SERVICES AGREEMENT  
BETWEEN  
THE TOWNSHIP OF DEPTFORD  
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 Deptford**, a body politic and corporate of the State of New Jersey (hereinafter “Deptford”), 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 Deptford is a body politic and corporate of the State of New Jersey, with its principal offices located at 1011 Cooper Street, Deptford, NJ 08096; and

**WHEREAS**, the *Charles Fasola Park* is a recreational area in the Township of Deptford 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: (a) Rolie Polie Guacamole on June 27, 2014; (b) Fish Tales and Ocean Oddballs on July 11, 2014; (c) Pirate Magic on July 25, 2014; (d) NJ Academy For Aquatic Science on August 1, 2014, with all Family Entertainment Shows beginning at 10:30 a.m., and (e) concert performer, Musician Impossible on August 23, 2014, performance beginning at 1:00 p.m., all of these performances will be held rain or shine; 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, Deptford Township and the County do hereby agree as follows:

## AGREEMENT

1. **AGREEMENT.** Deptford agrees to permit the use of the *Charles Fasola Park* for performances by scheduled entertainers. The County will contract to provide the performers. The parties agree that the County is not obligated to reimburse Deptford 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 Deptford.
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 Deptford, 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 Deptford.
5. **INSURANCE.** Deptford 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 *Charles Fasola 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.** Deptford 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 Deptford 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.

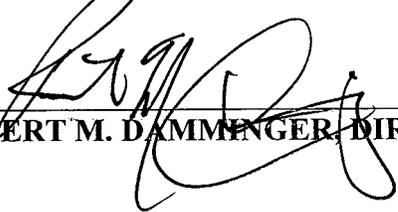
**THIS CONTRACT** is dated this **16th** day of **April, 2014**.

**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 Deptford has caused this instrument to be signed by their properly authorized representatives.

**ATTEST:**

  
\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

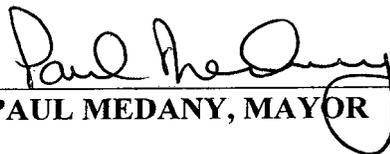
**COUNTY OF GLOUCESTER**

  
\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

  
\_\_\_\_\_  
**ROB HATALOVSKY,  
TOWNSHIP MANAGER**

**DEPTFORD TOWNSHIP**

  
\_\_\_\_\_  
**PAUL MEDANY, MAYOR**