

4/20/16

49834

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

THIS UNIFORM SHARED SERVICES AGREEMENT (“Shared Services Agreement”), dated this 11 day of May, 2016, 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 St. Deptford, New Jersey 08096; and

WHEREAS, the County has traditionally offered wholesome family entertainment, including shows, concerts and outdoor movie events, at no cost to residents in participating municipalities during the mild weather months; 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 following entertainers to perform at “Family Fun Shows” at Charles Fasola Park in Deptford as follows: (a) *Whales Tales* on June 28, 2016; (b) *Yosi Levin* on July 19, 2016; and (c) *Tropical Rainforest Animals* on August 9, 2016. Additionally, the County has contracted with the band *The Way Outz*, to perform on August 20, 2016 at Fasola Park. All Family Funs Shows begin at 10:30 a.m., with the performance by *The Way Outz*, band to begin at 1:00 p.m. All performances will be held rain or shine; and

WHEREAS, the County has additionally contracted to provide a recently released family-oriented movie to be shown, weather permitting, at dusk at Fasola Park, 12 Sycamore Lane, on June 3, 2016, with a rain date of June 4, 2016; and

WHEREAS, County desires to make the above described entertainment available to Deptford 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, Deptford and the County do hereby agree as follows:

AGREEMENT

1. **AGREEMENT.** The Township of Deptford agrees to host the following "Family Fun Show" performances at *Charles Fasola Park*: (a) Whales Tales on June 28, 2016; (b) Yosi Levin on July 19, 2016; and (c) Tropical Rainforest Animals on August 9, 2016; and, (d) a performance by the band *Way Outz* band to perform on August 20, 2016. All Family Funs Shows begin at 10:30 a.m., with the performance by the band *The Way Outz* to begin at 1:00 p.m. All performances will be held rain or shine.

Additionally, the Township of Deptford agrees to host a family-oriented movie night, as described above, at Fasola Park, 12 Sycamore Lane, on June 3, 2016, with a rain date of June 4, 2016. County agrees to contract for the performers as well as for the rental of the feature movie. The parties agree that the County is not obligated to reimburse Deptford for use of any of its facilities in the provision of such entertainment.

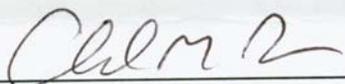
2. **SUPERVISION OF EVENT.** The parties acknowledge that the events will be arranged by the Gloucester County Department of Parks and Recreation at no cost to Deptford.
3. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted. Any attempted assignment or subcontract without 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 several 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 Deptford.
5. **INSURANCE.** Deptford 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 on Township of Deptford owned property, and further, agrees to name the County of Gloucester as additionally insured for each event.

6. **NO OBLIGATION BY COUNTY.** Deptford 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 Deptford 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 Deptford 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.** Deptford and performer(s) 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 Deptford 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 11 day of May, 2016.

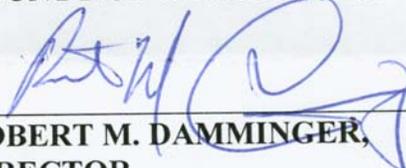
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk pursuant to a Resolution of the County; and Deptford has caused this instrument to be signed by its properly authorized representatives.

ATTEST:



 CHAD M. BRUNER,
 ADMINISTRATOR/CLERK OF THE BOARD

COUNTY OF GLOUCESTER



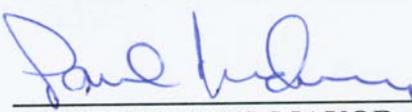
 ROBERT M. DAMMINGER,
 DIRECTOR

ATTEST:



 DINA L. ZAWADSKI
 TOWNSHIP CLERK

TOWNSHIP OF DEPTFORD



 PAUL MEDANY, MAYOR