# DIVISION OF LOCAL GOVERNMENT SERVICES SHARED SERVICES AGREEMENT COVER SHEET

PROVIDER: TOWNSHIP OF WOODBMAGE COUNTY: MIDALESE
RECIPIENT: Middlesex County county: Middlesex
BRIEF DESCRIPTION OF SERVICES FOOD CONCESSION SERVICES at ROOSEVELT PARK FAMILY ICE Stating Rink
EFFECTIVE DATE: 11 21 14
EXPIRATION DATE: 11 21 16

Please submit this cover sheet with shared service agreement either via email to <a href="EGG@dca.state.nj.us">EGG@dca.state.nj.us</a> or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

# SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF WOODBRIDGE AND MIDDLESEX COUNTY FOR THE PROVISION OF FOOD CONCESSION SERVICES AT THE ROOSEVELT PARK FAMILY ICE SKATING RINK.

THIS AGREEMENT, made this <u>15</u> day of <u>January</u>, 2015 between the **TOWNSHIP OF WOODBRIDGE**, a municipal corporation of the State of New Jersey located at 1 Main Street, Woodbridge, New Jersey 07095, hereinafter referred to as the "TOWNSHIP" and the COUNTY OF MIDDLESEX, located at 75 Bayard Street, New Brunswick, New Jersey 08901, hereinafter referred to as the "COUNTY".

WHEREAS, the County is in need of food concession services at the Roosevelt Park Family Ice Skating Rink in the Township of Edison, New Jersey; and

WHEREAS, the Township has the equipment and manpower to accommodate the County's needs by entering into a Shared Services Agreement with the County; and

**WHEREAS**, both the Township and the County are desirous of entering into an agreement with respect to the provision of these services under the parameters of the Shared Services Act, N.J.S.A. 40A:65-1 et seq.;

**WHEREAS**, it is in the best interest of both the Township and the County to enter into said shared services agreement;

**NOW, THEREFORE**, in consideration of the mutual and joint obligations set forth herein, the Township and the County do hereby mutually agree as follows:

- 1. The Township has offered to provide food concession services for the County at the Roosevelt Park Family Ice Skating Rink under the terms described in Exhibit A.
- 2. The term of this agreement shall commence on, or about, November 21, 2014 and ending November 21, 2016. This agreement shall not be renewed without proper authorization of both parties in writing.
- 3. The County agrees to indemnify and hold the Township harmless from and against any and all losses, claims, damages and suits for damages for property and injury to and/or death to persons caused or resulting from the services to be rendered by the Township to the County for any negligence on the part of the County's servants, employees, appointees or volunteers.
- 4. The Township agrees to indemnify and hold the County harmless from and against any and all losses, claims, damages and suits for damages for property and injury to and/or death to persons caused or resulting from the services to be rendered to the County by the Township for any negligence on the part of the Township's servants, employees, appointees or volunteers.

- 5. As provided for in N.J.S.A. 40A:65-1 et seq. this agreement shall take effect upon the adoption of an approving resolution by the Township and an approving resolution by the County. Upon proper execution and attestation of this agreement, the proper officials of each of the parties are hereby authorized and directed to make and perform any and all acts necessary to carry out the purposes of this agreement.
- 6. This agreement is the entire agreement between the parties, and no alterations, changes or additions hereto shall be made except in writing and approved by both parties. The Township can cancel this agreement for any reason upon 60 days written notice to the County.

IN WITNESS WHEREOF, the Township and the County shall cause this agreement to be executed by their proper corporate officials and their proper corporate seals affixed this day and year above written.

ATTEST:

TOWNSHIP OF WOODBRIDGE

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JOHN	M. MITCH	
MUN	CIPAL CLERK	

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JOHN E. McCORMAC, MAYOR

ATTEST:

MIDDLESEX COUNTY

MARGARET E. PEMBERTON, Clerk

**Board of Chosen Freeholders** 

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RONALD G RIOS, Director Board of Chosen Freeholders

James P. Nolan, Jr.

Law Director

APPROVED AS TO FORM AND LEGALITY

JEANNE-MARIE SCOLLO, ESQ. DEPUTY COUNTY COUNSEL

### **EXHIBIT A**

## Roosevelt Park Skating Rink Concession

#### **OVERVIEW**

Woodbridge Township will supply the goods (product) and the employee staffing. Proceeds over the counter will be controlled by the Township and deposited in a separate account. County will make the deposits daily. After Township pays product and salaries plus 10% for overhead costs including insurance (before split), the remaining revenue will be split 50/50.

#### **County Responsibilities:**

- Set up the kitchen and purchase the equipment to the Township's specs and needs.
- Develop an inter-local agreement with Woodbridge Township for above services.
- Supply and setup all kitchen appliances necessary to generate revenue through food and beverage sales.
- Pay all utility bills used within the space.
- Give the Township full access to enter the kitchen.
- Enter into a shared services agreement with Woodbridge Township.

# **Woodbridge Township Responsibilities:**

- Have kitchen area inspected by the Edison Health Department for food prep and service.
- Staff all open hours of Roosevelt Skating Center.
- Purchase all food, beverage and all soft/paper goods sold at the concession under existing Township purchasing agreements.
- Set up all pricing on all food for sale and event packages (groups and birthday parties) with County review and approval
- Enter into a shared services agreement with the County.