

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: The County of Gloucester COUNTY: Gloucester

RECIPIENT: Newfield Township COUNTY: Gloucester

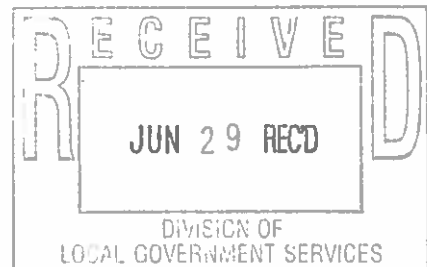
**BRIEF DESCRIPTION OF SERVICE:**

Family Movie Entertainment

EFFECTIVE DATE: Jun 6, 2018

EXPIRATION DATE: Dec 31, 2018

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) 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.



State of NJ  
51166

SHARED SERVICES AGREEMENT  
BETWEEN  
THE BOROUGH OF NEWFIELD  
AND  
THE COUNTY OF GLOUCESTER  
TO PROVIDE FAMILY MOVIE ENTERTAINMENT

THIS UNIFORM SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 12 day of 2018, 2018, by and between the Borough of Newfield, a body politic and corporate of the State of New Jersey (hereinafter "Newfield"), 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 Borough of Newfield is a body politic and corporate of the State of New Jersey, with its principal offices located at 18 Catawba Avenue, Newfield, NJ 08544, and

WHEREAS, the County has traditionally offered wholesome family entertainment, including 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 recently released movies to participating municipalities; and

WHEREAS, the County has contracted to provide the recently released family-oriented movie *Moana* to be shown, weather permitting, at dusk on designated evenings at Newfield Grove, Catawba and Madison Avenue, Newfield; and

WHEREAS, County desires to make the above described entertainment available to Newfield 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 site during the course of the event.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties hereto, Newfield and the County do hereby agree as follows:

## AGREEMENT

1. **AGREEMENT.** The Borough of Newfield agrees to host a family-oriented movie night, as described above, at Catawba and Madison Avenue, Newfield, on Wednesday, July 25, 2018, with a rain date of July 26, 2018. County agrees to contract for the rental of the feature movie. The parties agree that the County is not obligated to reimburse Newfield for use of any of its facilities in the provision of such entertainment.
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 Newfield.
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 Newfield, individually, jointly and severally shall be responsible for, shall keep, save and hold each harmless from, and shall indemnify and 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 any aspect of the above described event. Liability under this Agreement shall continue after the termination of this Agreement with respect to any loss, expense or damage resulting from acts occurring prior to termination.
5. **INSURANCE.** Newfield represents that it will maintain General Liability insurance coverage and all other necessary and appropriate insurances related to special events as described above, to be held at Newfield Grove, in the minimum amount of \$500,000, and further, agrees to name the County of Gloucester as additionally insured for the event.
6. **NO OBLIGATION BY COUNTY.** Newfield shall be solely responsible for the conduct of activities at the entertainment venue. The County does not provide security, supervision, site set up or breakdown, control or maintenance of the entertainment venue, and all Newfield employees, guests, participants, resident invitees and others enter into the entertainment venue 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 Newfield shall be suspended without liability for the period during which the County is so prevented.
8. **COMPLIANCE WITH APPLICABLE LAW.** Newfield 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 the Borough of Newfield nor its employees, representatives or assigns 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 July, 2018.

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 Newfield has caused this instrument to be signed by its properly authorized representatives


ATTEST:

  
\_\_\_\_\_  
LAURIE J. BURNS,  
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

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

ATTEST:

  
\_\_\_\_\_  
WITNESS

BOROUGH OF NEWFIELD

  
\_\_\_\_\_  
DONALD SULLIVAN,  
MAYOR

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: The County of Gloucester COUNTY: Gloucester

RECIPIENT: Deptford Township COUNTY: Gloucester

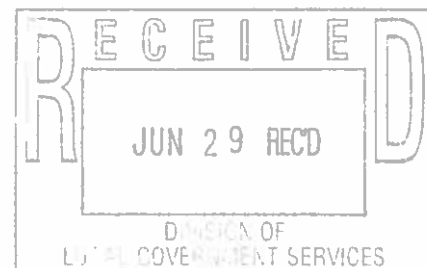
**BRIEF DESCRIPTION OF SERVICE:**

Family Movie Entertainment

EFFECTIVE DATE: May 21, 2018

EXPIRATION DATE: Dec 31, 2018

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) 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.



State of NJ  
5/1/66

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 21st day of MAY, 2018, 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 08090; 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 vendors to provide such entertainment; and

WHEREAS, the County has contracted for "Family Fun Shows", "Movies in the Park" and "Summer Concert" performances to be held at Charles Fasola Park in Deptford, as described below; 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 events at designated times at Charles Fasola Park, 112 Sycamore Lane, Deptford:

"Family Fun Show" (a) *Josi* on July 10, 2018; (b) *Tropical Rain Forest* on July 31, 2018, and (c) *One Man Circus* on August 21, 2018. All shows to begin at 10:30 a.m., rain or shine.

"Summer Concert" featuring band *SASSfaction* on Saturday August 25, 2018, 1:00 p.m., rain or shine.

"Movie in the Park" featuring the family-oriented movie *Despicable Me 3*, at dusk, on Friday June 1, 2018, with a rain date of Saturday, June 2, 2018.

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 21<sup>st</sup> day of MAY, 2018.

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:

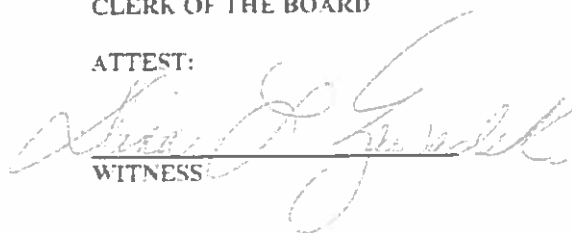
  
LAURIE J. BURNS,  
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

  
ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR

ATTEST:

WITNESS



TOWNSHIP OF DEPTFORD

  
PAUL MEDANY,  
MAYOR