

5/2/18

**SHARED SERVICES AGREEMENT  
BETWEEN  
THE BOROUGH OF NATIONAL PARK  
AND  
THE COUNTY OF GLOUCESTER  
TO PROVIDE FAMILY ENTERTAINMENT**

**THIS UNIFORM SHARED SERVICES AGREEMENT** ("Shared Services Agreement"), dated this 8 day of May, 2018, by and between **National Park Borough**, a body politic and corporate of the State of New Jersey (hereinafter "National Park"), with offices located at 7 S. Grove Avenue, National Park, NJ 08063, and the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with principal offices at 2 South Broad Street, Woodbury, NJ 08096 (hereinafter "County").

**RECITALS**

**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 vendors to provide such entertainment to National Park consistent with the terms of this Agreement; and

**WHEREAS**, the County has arranged for the showing of the movie *Despicable Me 3*, weather permitting, on Wednesday June 27, 2018 at National Park School, 516 Lakehurst Avenue, National Park, NJ at dusk; with a rain date of Sunday, June 28, 2018; and

Thursday

**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

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

**AGREEMENT**

1. **AGREEMENT**. The Borough of National Park in cooperation with the National Park Board of Education agrees to host a family-oriented movie night at National Park School, 516 Lakehurst Avenue, National Park, NJ, at dusk on July 27, 2018, with a rain date of June 28, 2018.

County agrees to contract for the rental of the feature movie. The parties agree that the County is not obligated to reimburse either the Borough of National Park or National Park Board of Education for use of any of its facilities in the provision of such entertainment.

2. **PROVISION OF SERVICES**. The parties to this Agreement acknowledge that the

event will be arranged by the Gloucester County Department of Parks and Recreation at no cost to the Borough of National Park or National Park Board of Education.

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 National Park, 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 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.
5. **INSURANCE.** National Park represents that it will maintain General Liability insurance coverage in the minimum amount of \$500,000 for the above described event, and all other necessary and appropriate insurances related to concerts, shows, and special events of this nature occurring at National Park School or on Borough of National Park owned property, and further, agrees to name the County of Gloucester as additionally insured for the above-named event.
6. **NO OBLIGATION BY COUNTY.** National Park shall be solely responsible for the conduct of activities at entertainment venue. The County does not provide security, supervision, site set up or breakdown, control or maintenance of entertainment venue; and all National Park employees, guests, participants, resident invitees and others enter into 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 either National Park or National Park Board of Education shall be suspended without liability for the period during which the County is so prevented.
8. **COMPLIANCE WITH APPLICABLE LAW.** National Park and National Park Board of Education 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 National Park nor National Park Board of Education are agents or representatives 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 8 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 National Park has caused this instrument to be signed by properly authorized representatives of the Borough and its Board of Education.

ATTEST:

  
LAURIE J. BURNS,  
CLERK OF THE BOARD

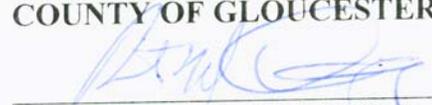
ATTEST:

  
ROY DUFFIELD, *SosH Pitts*  
CITY CLERK

ATTEST:

  
*Josh Pitts*  
Borough Clerk

COUNTY OF GLOUCESTER

  
ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR

NATIONAL PARK BOROUGH

  
MARK COOPER,  
MAYOR

NATIONAL PARK BOARD OF  
EDUCATION

  
AUTHORIZED REPRESENTATIVE