

4/20/16

Vendor

49834

16-88

**SHARED SERVICES AGREEMENT
BETWEEN
THE CITY OF WOODBURY
AND
THE COUNTY OF GLOUCESTER
TO PROVIDE FAMILY ENTERTAINMENT**

THIS UNIFORM SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 20 day of April, 2016, by and between the **City of Woodbury**, a body politic and corporate of the State of New Jersey (hereinafter "Woodbury"), 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 City of Woodbury is a body politic and corporate of the State of New Jersey, with its principal offices located at 33 Delaware Street, Woodbury, NJ 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 with the musical artist(s), *Party Wave Band*, for a performance on Saturday, July 2, 2016 at Woodbury High School at 7:00 p.m., with a rain date of Sunday, July 3, 2016 at 7:00 p.m.; and

WHEREAS, the County has additionally contracted to provide a recently released family-oriented movie to be shown, weather permitting, at dusk at Stewart Park, 235 E. Red Bank Avenue, on Friday, May 13, 2016, with a rain date of May 14, 2016; and

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

AGREEMENT

1. **AGREEMENT.** The City of Woodbury agrees to host a concert performance by *Party Wave Band* at Woodbury High School on July 2, 2016 at 7:00 p.m., with a rain date of July 3, 2016

Additionally, the City of Woodbury agrees to host a family-oriented movie night, as described above, at Stewart Park, 235 E. Red Bank Avenue, May 13, 2016, with a rain date of May 14, 2016. County agrees to contract for both the concert performers as well as for the rental of the feature movie. The parties agree that the County is not obligated to reimburse Woodbury or the Woodbury Board of Education for use of any of its facilities in the provision of such entertainment.

*** (The concert performance portion of this Agreement is contingent upon receipt by the County of an executed 2016 Facilities Use Agreement between the Woodbury Board of Education and the City of Woodbury for use of Woodbury High School facilities for this event.)**

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 Woodbury or the Woodbury 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 Woodbury, 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. The County will obtain an indemnification and waivers from the performer(s) for the benefit of the County, Woodbury and the Woodbury Board of Education.
5. **INSURANCE.** Woodbury 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 at Woodbury High School or on City of Woodbury owned property, and further, agrees to name the County of Gloucester as additionally insured for each event.

6. **NO OBLIGATION BY COUNTY.** Woodbury 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 Woodbury 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 either Woodbury and/or the Woodbury Board of Education 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.** Woodbury, the Woodbury Board of Education 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 Woodbury, the Woodbury Board of Education, 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 20 day of April, 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 Woodbury has caused this instrument to be signed by properly authorized representatives.

ATTEST:



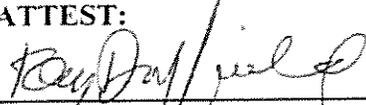
 CHAD M. BRUNER,
 ADMINISTRATOR/CLERK OF THE BOARD

COUNTY OF GLOUCESTER



 ROBERT M. DAMMINGER,
 DIRECTOR

ATTEST:



 ROY DUFFIELD,
 CITY CLERK

CITY OF WOODBURY



 WILLIAM J. VOLK, JR.,
 MAYOR

ATTEST:



WOODBURY BOARD OF EDUCATION



 AUTHORIZED REPRESENTATIVE