

RESOLUTION NO. 19-88

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODBURY
APPROVING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF
GLOUCESTER FOR THE PROVISION OF FAMILY ENTERTAINMENT**

THIS UNIFORM SHARED SERVICES AGREEMENT (“Shared Services Agreement”), dated this 10th day of May, 2019, 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”).

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), *Collective Force*, for a performance on Saturday, July 6, 2019 at Woodbury High School Athletic Field at 7:00 p.m., with a rain date of Sunday, July 7, 2019 at 7:00 p.m.; and

WHEREAS, the County has additionally contracted to provide the recently released family-oriented movie *Lego Movie: The Second Part*, to be shown, weather permitting, at dusk at Wing Dickerson Park, Allens Lane, Woodbury on July 26, 2019, with a rain date of July 27, 2019; 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 to the terms in the attached agreement;

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on May 14, 2019.

CITY OF WOODBURY

By: 
TRACEY PARKER
President of Council

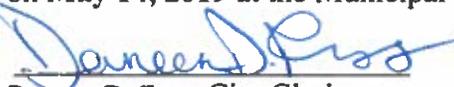
ATTEST:


DANEEN FUSS, Clerk

Council Member	Ayes	Nays	Abstain	Absent
Councilwoman Carter	✓			
Councilman Fleming	✓			
Councilman Hagerty	✓			
Councilman Johnson	✓			
Councilman McIlvaine	✓			
Councilwoman Miller	✓			
Councilwoman O'Connor	✓			
Councilwoman Tierney	✓			
Council President Parker	✓			
Mayor Floyd				

CERTIFICATION

I, Daneen D. Fuss hereby certify that the foregoing Resolution was adopted by the City Council, of the City of Woodbury, in the County of Gloucester and State of New Jersey at a meeting held on May 14, 2019 at the Municipal Building, 33 Delaware Street, Woodbury, New Jersey 08096.


Daneen D. Fuss, City Clerk

**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 10th day of May, 2019, 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”).

AGREEMENT

1. **AGREEMENT.** The City of Woodbury, in cooperation with Woodbury Board of Education, agrees to host a concert performance by *Collective Force*, at Woodbury High School on July 6, 2019 at 7:00 p.m., with a rain date of July 7, 2019.

Additionally, the City of Woodbury agrees to host a family-oriented movie night, as described above, at Wing Dickerson Park, on Friday, July 26, 2019, with a rain date of Saturday, July 27, 2019.

County agrees to contract for both the concert performance as well as for the rental of the feature movie. The parties agree that the County is not obligated to reimburse either the City of 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 2019 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 10th day of May, 2019.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Woodbury has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

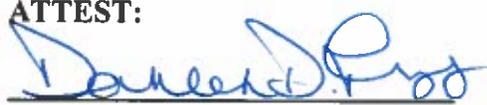
COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

CITY OF WOODBURY



WITNESS



JESSICA M. FLOYD,
MAYOR

ATTEST:

WOODBURY BOARD OF EDUCATION

WITNESS

AUTHORIZED REPRESENTATIVE