

6/12/13

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

**THIS UNIFORM SHARED SERVICES SHARED AGREEMENT** (“Shared Services Agreement”), dated this 12<sup>th</sup> day of June, 2013, 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 Delaware Street, Woodbury, NJ 08096; and

**WHEREAS**, the County historically provides family-oriented amusement, such as shows, concerts, skits and the like, particularly during the mild weather months, to enhance the quality of life by offering wholesome entertainment; and

**WHEREAS**, the County Department of Parks and Recreation has certain expertise in event planning of this nature; and

**WHEREAS**, the County has contracted with the musical artist, The FM Band, for a performance on July 5th, 2013 from 7:00 p.m. to 8:30 p.m.; and

**WHEREAS**, these activities would contribute to the enjoyment of Gloucester County residents at the park; 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.

**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

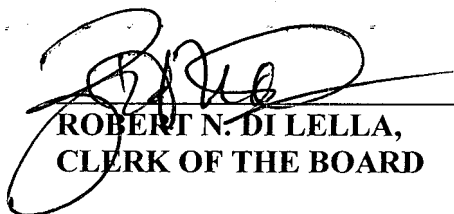
1. **AGREEMENT.** Woodbury agrees to permit the use of a field to be determined by the City for a performance by The FM Band men on July 5th, 2013 from 7:00 p.m. to 8:30 p.m. County will contract to provide the performer. The parties agree that the County is not obligated to reimburse Woodbury for use of the park.
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.
3. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted. Any attempted assignment or subcontract without such 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 this event which results from any aspect of this event. 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 performers for the benefit of both County and Woodbury.
5. **INSURANCE.** Woodbury represents that it maintains General Liability, and all other necessary and appropriate insurances related to concerts, shows, and special events of this nature occurring at Woodbury High School.
6. **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 the performer(s) shall be suspended without liability for the period during which the County is so prevented.
7. **COMPLIANCE WITH APPLICABLE LAW.** Woodbury and performers 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 activity which is the subject of this agreement.
8. **INDEPENDENT STATUS.** The parties acknowledge that neither Woodbury nor the performers are, for any purpose, agents of the County in any way.

9. **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.

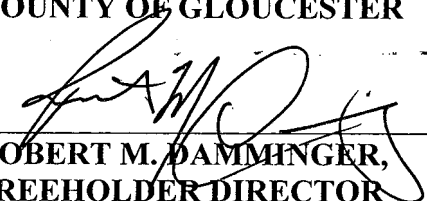
**THIS CONTRACT** is dated this 12<sup>th</sup> day of June, 2013.

**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 the Woodbury has caused this instrument to be signed by their properly authorized representatives.

**ATTEST:**

  
\_\_\_\_\_  
**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

**COUNTY OF GLOUCESTER**

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

**ATTEST:**

  
\_\_\_\_\_  
**ROY DUFFIELD,  
CITY CLERK**

**CITY OF WOODBURY**

  
\_\_\_\_\_  
**WILLIAM VOLK, JR.  
MAYOR**