

4/20/22

**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, 2022, 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 to provide a family-oriented movie to be shown at Steward Park, and a musical concert at Woodbury High School facilities as described below; 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 the family-oriented movie *Luca*, to be shown, weather permitting, at dusk at “Stewart Park”, 235 E. Red Bank Avenue, Woodbury, on Wednesday, July 27, 2022, with a rain date of Thursday, July 28, 2022; and

A musical performance by *Party Wave Band*, to be held on Saturday, July 2, 2022, at Woodbury High School facilities* at 7:00 p.m., with a rain date of Sunday, July 3, 2022.

County agrees to contract for the musical performance and rental of the feature movie. The parties agree that the County is not obligated to reimburse the City of Woodbury or 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 Facilities Use Agreement between the Woodbury Board of Education and the City of Woodbury for use of Woodbury High School facilities for concert venue.**

2. **COORDINATION 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 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 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.** Woodbury 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 the “Stewart Park Woodbury” location, 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.** Woodbury 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 Woodbury 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 Woodbury shall be suspended without liability for the period during which the County is so prevented.
8. **COMPLIANCE WITH APPLICABLE LAW.** Woodbury 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 City of Woodbury 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 26 day of April, 2022.

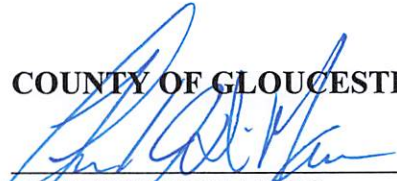
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Woodbury has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day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

ATTEST:



LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER



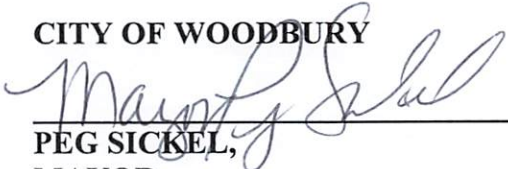
FRANK J. DIMARCO,
COMMISSION DIRECTOR

ATTEST:



WITNESS

CITY OF WOODBURY



PEG SICKEL,
MAYOR