

5/10/19

**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 10<sup>th</sup> 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 10<sup>th</sup> 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.

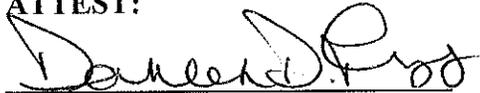
ATTEST:

  
LAURIE J. BURNS,  
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

  
ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR

ATTEST:

  
WITNESS

CITY OF WOODBURY

  
JESSICA M. FLOYD,  
MAYOR

ATTEST:

  
WITNESS

WOODBURY BOARD OF EDUCATION

  
AUTHORIZED REPRESENTATIVE