

RESOLUTION #14-97

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

WHEREAS, the County of Gloucester (“County”) historically provides family-oriented amusements, 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 City of Woodbury (“City”) is desirous of permitting the County to use a field located in the City for the performance of the Party Wave Band to perform on July 5, 2014 from 7:00 p.m. to 8:30 p.m.; and

WEHREAS, the City is willing and able to permit the County to use a field in the City at no cost to the County in accordance with the Agreement attached hereto and made a part of this Resolution; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodbury that the Mayor is hereby authorized to execute a Shared Services Agreement with the County of Gloucester for such services in the form agreement attached hereto.

ADOPTED at a regular meeting of the Mayor and City Council of the City of
Woodbury on May 13, 2014.

CITY OF WOODBURY

By: 
WILLIAM H. FLEMING, JR.
President of Council

ATTEST:


ROY A. DUFFIELD, Clerk

4/16/14

**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 16th day of April, 2014, 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 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 Party Wave Band, for a performance on July 5, 2014 from 7:00 p.m. to 8:30 p.m., with a rain date of July 6, 2014; and

WHEREAS, these activities would contribute to the enjoyment of Gloucester County residents at the Woodbury High School; 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 the *Woodbury High School* for a performance by the Party Wave Band on July 5, 2014 from 7:00 p.m. to 8:30 p.m., with a rain date of July 6, 2014. County will contract to provide the performer. The parties agree that the County is not obligated to reimburse Woodbury for use of the high school.
2. **SUPERVISION OF EVENT.** The parties acknowledge that the event 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 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 16th day of April, 2014.

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 their properly authorized representatives.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CITY OF WOODBURY



ROY DUFFIELD, CITY CLERK



WILLIAM VOLK, JR., MAYOR