

**RESOLUTION 64-2019**

**RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE BOROUGH OF WOODBURY HEIGHTS**

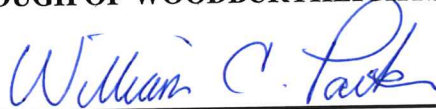
**WHEREAS**, the County of Gloucester and the Borough of Woodbury Heights have agreed to enter into a Shared Services Agreement for the provision of Family Movie Entertainment;

**WHEREAS**, the provision of such services and amenities is in the best interests of the Borough residents.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Borough Council of the Borough of Woodbury Heights, County of Gloucester, and State of New Jersey, as follows:

1. That the Borough Council does hereby approve the attached Shared Services Agreement between the County of Gloucester and the Borough of Woodbury Heights forthwith after the adoption hereof.
2. That the Mayor and Borough Clerk are hereby authorized and directed to execute said Agreement on behalf of the Borough.


**BOROUGH OF WOODBURYHEIGHTS**

BY:   
**WILLIAM C. PACKER, MAYOR**

**ATTEST:**

  
**JANET PIZZI,  
BOROUGH CLERK**

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the regular meeting held on the 15<sup>TH</sup> day of May, 2019.

  
**JANET PIZZI, BOROUGH CLERK**

**CERTIFICATION**

I hereby certify the above to be a true copy of the Resolution adopted by the Borough Council of the Borough of Woodbury Heights at the Regular Meeting held on the 15<sup>th</sup> day of May, 2019.

\_\_\_\_\_  
**JANET PIZZI, BOROUGH CLERK**

4/3/19

**SHARED SERVICES AGREEMENT  
BETWEEN  
THE BOROUGH OF WOODBURY HEIGHTS  
AND  
THE COUNTY OF GLOUCESTER  
TO PROVIDE FAMILY MOVIE ENTERTAINMENT**

**THIS UNIFORM SHARED SERVICES AGREEMENT** (“Shared Services Agreement”), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **Borough of Woodbury Heights**, a body politic and corporate of the State of New Jersey (hereinafter “Woodbury Heights”), 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 Borough of Woodbury Heights is a body politic and corporate of the State of New Jersey, with its principal offices located at 500 Elm Avenue, Woodbury Heights, NJ 08097; and

**WHEREAS**, the County has traditionally offered wholesome family entertainment, including 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 vendor(s) to provide recently released movies to participating municipalities; and

**WHEREAS**, the County has contracted to provide the recently released family-oriented movie *Ralph Breaks the Internet*, to be shown, weather permitting, at dusk on designated evenings at Veteran’s Park, Elm Ave., Woodbury Heights; and

**WHEREAS**, County desires to make the above described entertainment available to Woodbury Heights 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 site during the course of the event.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties hereto, Woodbury Heights and the County do hereby agree as follows:

## AGREEMENT

1. **AGREEMENT.** The Borough of Woodbury Heights agrees to host a family-oriented movie night, as described above, at Veteran's Park, on Friday, June 21, 2019, with a rain date of Saturday, June 22, 2019. County agrees to contract for the rental of the feature movie. The parties agree that the County is not obligated to reimburse Woodbury Heights for use of any of its facilities in the provision of such entertainment.
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 Heights.
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 Heights, 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 Heights 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 Woodbury Heights Community Center, 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 Heights 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 Heights 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 Heights shall be suspended without liability for the period during which the County is so prevented.
8. **COMPLIANCE WITH APPLICABLE LAW.** Woodbury Heights 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 Borough of Woodbury Heights 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 \_\_\_\_\_ day of \_\_\_\_\_, 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 Heights 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

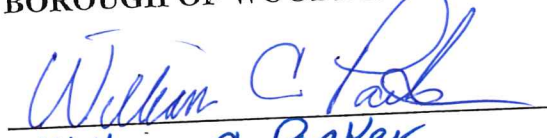
ATTEST:

BOROUGH OF WOODBURY HEIGHTS

WITNESS

  
JANET PIZZI, Clerk/ADMIN

MAYOR

  
William C. Packer