

5/6/15

**SHARED SERVICES AGREEMENT  
BETWEEN  
THE BOROUGH OF GLASSBORO  
AND  
THE COUNTY OF GLOUCESTER  
TO PROVIDE FAMILY ENTERTAINMENT**

**THIS UNIFORM SHARED SERVICES AGREEMENT** (“Shared Services Agreement”), dated this 6<sup>th</sup> day of May, 2015, by and between the **Borough of Glassboro**, a body politic and corporate of the State of New Jersey (hereinafter “Glassboro”), 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 Glassboro is a body politic and corporate of the State of New Jersey, with its principal offices located at 1 South Main Street, Glassboro, NJ 08028; and

**WHEREAS**, *Rowan Boulevard* is a recreational area in the Borough of Glassboro which provides an excellent venue for family entertainment; 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, Revolve Band, for a performance on September 4, 2015 from 6:00 p.m. to 7:30 p.m., performance to be held rain or shine at *Rowan Boulevard* in Glassboro; and

**WHEREAS**, this activity would contribute to the enjoyment of Gloucester County residents on *Rowan Boulevard* and in the surrounding area; 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, Glassboro and the County do hereby agree as follows:

## AGREEMENT

**AGREEMENT.** Glassboro agrees to permit the use of *Rowan Boulevard* for a performance by, Revolve Band, on September 4, 2015 from 6:00 p.m. to 7:30 p.m., performance to be held rain or shine. County will contract to provide the performer(s). The parties agree that the County is not obligated to reimburse Glassboro for use of the Venue.

1. **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 Glassboro.
2. **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 Glassboro, 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 this event or 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 Glassboro.
5. **INSURANCE.** Glassboro 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 Rowan Boulevard.
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 Glassboro and/or to the performer(s) shall be suspended without liability for the period during which the County is so prevented.
7. **COMPLIANCE WITH APPLICABLE LAW.** Glassboro 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 activity which is the subject of this Agreement.
8. **INDEPENDENT STATUS.** The parties acknowledge that neither Glassboro nor the performer(s) 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 6<sup>th</sup> day of May, 2015.

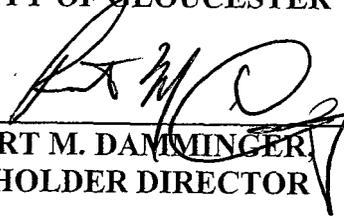
**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, pursuant to a Resolution of the County, and Glassboro has caused this instrument to be signed by their properly authorized representatives.

**ATTEST:**

**COUNTY OF GLOUCESTER**



**CHAD M. BRUNER, CLERK**



**ROBERT M. DAMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

**BOROUGH OF GLASSBORO**



**JOSEPH A. BRIGANDI, JR.,  
ADMINISTRATOR**



**LEO J. MCCABE, MAYOR**

**RESOLUTION R: 235 – 15**

**RESOLUTION AUTHORIZING EXECUTION OF SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF GLASSBORO AND THE COUNTY OF GLOUCESTER FOR THE PROVISION OF FAMILY ENTERTAINMENT AT THE ROWAN BOULEVARD MARKETPLACE**

*WHEREAS*, the Borough of Glassboro (“Borough”) has agreed to enter into a Shared Services Agreement with the County of Gloucester (“County”) for the provision of family entertainment at the Rowan Boulevard Marketplace; and

*WHEREAS*, the County has contracted with the musical artist, Revolve Band, for a performance on September 4, 2015 from 6:00 p.m. to 7:30 p.m. at the Rowan Boulevard Marketplace; and

*WHEREAS*, the Borough and County must enter into an Agreement to provide for the terms and conditions of said Agreement; and

*WHEREAS*, the governing body has reviewed the terms and conditions of said Agreement.

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

1. That the governing body does hereby approve and authorize the execution of the attached Shared Services Agreement between the Borough of Glassboro and the County of Gloucester, New Jersey for the provision of family entertainment at the Rowan Boulevard Marketplace with Revolve Band on September 4, 2015 from 6:00 p.m. to 7:30 p.m.

2. That the Mayor and/or Borough Administrator be and is hereby authorized to execute said Agreement on behalf of the Borough of Glassboro.

**ADOPTED** at a meeting of the Mayor and Council of the Borough of Glassboro in the County of Gloucester and State of New Jersey on Tuesday, May 26, 2015.

BOROUGH OF GLASSBORO

  
\_\_\_\_\_  
LEO J. McCABE, Mayor

Attest:  
  
\_\_\_\_\_  
PATRICIA A. FRONTINO, Municipal Clerk



**CERTIFICATION**

I, Patricia A. Frontino, Municipal Clerk, of the Borough of Glassboro, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Glassboro held on Tuesday, May 26, 2015.

  
\_\_\_\_\_  
PATRICIA A. FRONTINO  
Municipal Clerk

