

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: **Borough of Glassboro**

COUNTY: **Gloucester**

RECIPIENT: **Gloucester County**

COUNTY: **Gloucester**

BRIEF DESCRIPTION OF SERVICE:

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.

EFFECTIVE DATE: **August 29, 2014**

EXPIRATION DATE: **August 29, 2014**

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

ADOPTED

MAY -1 2014

RESOLUTION R: 181 - 14

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, Midlife Crisis, for a performance on August 29, 2014 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.

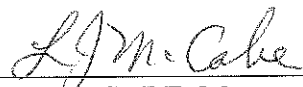
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Glassboro, County of Gloucester, and State of New Jersey as follows:

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 Midlife Crisis on August 29, 2014 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 Thursday, May 1, 2014.

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 Thursday, May 1, 2014.



PATRICIA A. FRONTINO
Municipal Clerk



April 18, 2014

RECEIVED
APR 23 2014
Borough Clerk
Borough of Glassboro

Borough of Glassboro
Attn: Mr. Joseph Brigandi
1 South Main Street
Glassboro, NJ 08028

RE: Shared Service Agreement for the provision of Family Entertainment

Dear Mr. Brigandi,

The County of Gloucester intends to provide a Shared Service Agreement with the Borough of Glassboro for the above mentioned purpose. Enclosed is (1) agreement between you and the County of Gloucester. Please sign and return the agreement as soon as possible to the Gloucester County Purchasing Dept., Attn: Mr. Peter Mercanti, PO Box 337, Woodbury, NJ 08096.

Please follow the steps listed below in order to expedite this agreement:

- **Affix your signature in blue ink and have same attested to**
- **Please do not date the contract**
- **Certificate of Insurance naming the County as certificate holder as well as additional insured (Certificate Holder Name should read as follows)**

**County of Gloucester
Board of Chosen Freeholders
It's Department & Agencies et al
PO Box 337
Woodbury, NJ 08096**

Upon execution by the County, a copy will be returned to you for your files.
Thank you for your cooperation in this matter.

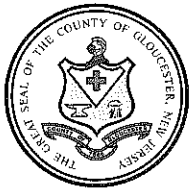
Sincerely,

Peter Mercanti,
Purchasing Director

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.853.3420
Fax: 856.251.6777

purchasing@co.gloucester.nj.us

www.gloucestercounty.nj.gov

BOROUGH OF GLASSBORO

1 South Main Street
Glassboro, NJ 08028-2592

Borough Clerk's Office



PHONE (856) 881-9230
FAX (856) 881-4248

"Summit City USA"

May 7, 2014

County of Gloucester
Board of Chosen Freeholders
Attention: Peter Merchant
PO Box 337
Woodbury, NJ 08096

Dear Mr. Merchant:

Enclosed please find an original Resolution #181-14, 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, a certificate of liability insurance and two (2) original contracts.

Please sign both, keep one for your records and send the other one back to my attention.

This Resolution was adopted at a meeting of Mayor and Council of the Borough of Glassboro held on May 1, 2014.

Should you have any questions or concerns, please feel free to contact me at the above telephone number, extension 88199, or via e-mail at gharris@glassboro.org.

Sincerely,

Gail D. Green-Harris
Deputy Borough Clerk

Encl. Resolution #181-14
Certificate of Liability Insurance (1)
Shared Service Agreement (2)

4/16/14

R: 181-14

**SHARED SERVICES AGREEMENT
BETWEEN
THE BOROUGH OF GLASSBORO
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 **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, Midlife Crisis, for a performance on August 29, 2014 from 6:00 p.m. to 7:30 p.m., performance to be held rain or shine; 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

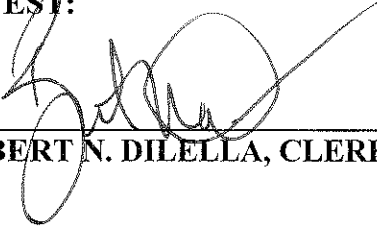
1. **AGREEMENT.** Glassboro agrees to permit the use of *Rowan Boulevard* for a performance by Midlife Crisis on August 29, 2014 from 6:00 p.m. to 7:30 p.m., performance to be held rain or shine. County will contract to provide the performer. The parties agree that the County is not obligated to reimburse the Glassboro for use of the park.
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 Glassboro.
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 Glassboro, 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 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 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 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 Glassboro 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.

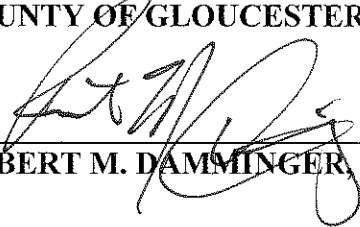
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, pursuant to a Resolution of the County and Glassboro has caused this instrument to be signed by their properly authorized representatives.

ATTEST:



ROBERT N. DILELLA, CLERK

COUNTY OF GLOUCESTER



ROBERT M. DAMMINGER, DIRECTOR

ATTEST:



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

BOROUGH OF GLASSBORO



LEO MCCABE, MAYOR

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the polici(es) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew Companies, I MEL/JIF Underwriting Unit 9 Campus Drive, Suite 16 Parsippany, NJ 07054	CONTACT NAME: MEL Underwriting Service Center
	PHONE (A/C, No Ext): _____ FAX (A/C, No Ext) (732) 736-5274
	EMAIL ADDRESS: MELUnderwritingSvcCntr@connerstrong.com
INSURERS AFFORDING COVERAGE	
INSURED Borough of Glassboro 1 South Main Street Glassboro, NJ 08028	INSURER A: Gloucester, Salem, Cumberland Counties Municipal Joint Insur
	INSURER B: Municipal Excess Liability Joint Insurance Fund
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC			TRI141001-91	1/1/2014	1/1/2015	EACH OCCURRENCE	\$ 300,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$
							MED. EXP. (Any one person)	\$
							PERSONAL & ADV. INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS-COMP/OP AGG.	\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED AUTOS			TRI141001-91	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (EA accident)	\$ 300,000
							BODILY INJURY (Per Person)	\$
							BODILY INJURY (Per Accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			MEL01140187	1/1/2014	1/1/2015	EACH OCCURRENCE	\$ 4,700,000
							AGGREGATE	\$ 4,700,000
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TRI141001-91	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER	
							E.I. EACH ACCIDENT	\$ 2,000,000
							E.I. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.I. DISEASE - POLICY LIMIT	\$ 2,000,000
A	Property			TRI141001-91	1/1/2014	1/1/2015	Real & Personal Property "All Risk" Subject to policy exclusions	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required)

ANY ALTERATIONS WILL VOID THIS CERTIFICATE.

Evidence of insurance as respects to Shared Service Agreement for the provision of Family Entertainment

CERTIFICATE HOLDER

County of Gloucester
 Board of Chosen Freeholders
 Its Departments & Agencies et al
 PO Box 337
 Woodbury, NJ 08096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph Hudnork