

RESOLUTION R: 196 – 16

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY OF GLOUCESTER AND THE BOROUGH OF
GLASSBORO FOR FAMILY ENTERTAINMENT
ON ROWAN BOULEVARD**

WHEREAS, the County of Gloucester 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, New Jersey 08028; and

WHEREAS, the County of Gloucester has contracted with musical artist Old City Band for a performance on Friday, September 2, 2016, at 6:00 P.M., with such performance to be held rain or shine on Rowan Boulevard; and

WHEREAS, the County of Gloucester has additionally contracted to provide a recently released family-oriented movie to be shown at dusk on Rowan Boulevard, on Saturday, June 18, 2016, with such performance to be held rain or shine on Rowan Boulevard; and

WHEREAS, N.J.S.A. 40A:65-1, et seq., specifically authorizes local government units, including, but not limited to, municipalities, and counties, to enter into agreements for the provision of shared services.

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

1. That the governing body does hereby approve the execution of the Shared Services Agreement between the County of Gloucester and the Borough of Glassboro.

2. That the governing body shall utilize musical artist Old City Band for a performance on Friday, September 2, 2016, at 6:00 P.M., with such performance to be held rain or shine on Rowan Boulevard.
3. That the governing body shall utilize a recently released family-oriented movie to be shown at dusk on Rowan Boulevard, on Saturday, June 18, 2016, with such performance to be held rain or shine on Rowan Boulevard

ADOPTED at a meeting of the Mayor and Council of the Borough of Glassboro, in the County of Gloucester, and State of New Jersey held on Thursday, May 5, 2016.

BOROUGH OF GLASSBORO



LEO J. McCABE, Mayor

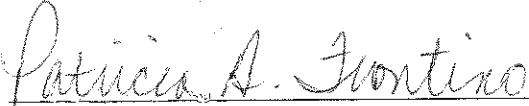
Attest:



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 5, 2016.



PATRICIA A. FRONTINO
Municipal Clerk

4/20/16

R: 196-16

**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 11 day of May, 2016, 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, New Jersey 08028; and

WHEREAS, the County has traditionally offered wholesome family entertainment, including shows, concerts and 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 such entertainment; and

WHEREAS, the County has contracted with musical artist(s), *Old City Band*, for a performance on September 2, 2016 at 6:00 p.m., with such performance to be held rain or shine at *Rowan Boulevard*; and

WHEREAS, the County has additionally contracted to provide a recently released family-oriented movie to be shown at dusk at *Rowan Boulevard*, on Saturday June 18, 2016, with such performance to be held rain or shine; and

WHEREAS, County desires to make the above described entertainment available to Glassboro 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 sites during the course of these events.

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.** The Borough of Glassboro agrees to host a concert performance by *Old City Band*, on September 2, 2016 at 6:00 p.m., with such performance to be held rain or shine at *Rowan Boulevard*.

Additionally, the Borough of Glassboro agrees to host a family-oriented movie night, as described above, on *Rowan Boulevard*, starting at dusk, on Saturday June 18, 2016, with no rain date. County agrees to contract for both the concert performers as well as for the rental of the feature movie. The parties agree that the County is not obligated to reimburse Glassboro for use of any of its facilities in the provision of such entertainment.

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 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 and Glassboro.
5. **INSURANCE.** Glassboro 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 on Borough of Glassboro owned property, and further, agrees to name the County of Gloucester as additionally insured for each event.
6. **NO OBLIGATION BY COUNTY.** Glassboro 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 Glassboro 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 Glassboro 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.** 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 activities which are the subject of this Agreement.
9. **INDEPENDENT STATUS.** The parties acknowledge that neither Glassboro 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 11 day of May, 2016.

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 its properly authorized representatives.

ATTEST:

Chad M. Bruner
 CHAD M. BRUNER,
 ADMINISTRATOR/CLERK OF THE BOARD
 CLERK OF THE BOARD

COUNTY OF GLOUCESTER

Robert M. Daminger
 ROBERT M. DAMINGER,
 DIRECTOR

ATTEST:

Patricia A. Frontino
 PATRICIA A. FRONTINO,
 MUNICIPAL CLERK

BOROUGH OF GLASSBORO

Leo J. McCabe
 LEO J. McCABE, MAYOR