

**RESOLUTION R: 201 – 15**

**RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF GLASSBORO AND THE BOROUGH OF PITMAN FOR THE ADAMS AVENUE PAVING PROJECT**

*WHEREAS*, the Borough of Glassboro wishes to enter into a Shared Services Agreement with the Borough of Pitman for the Adams Avenue Paving Project; and

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

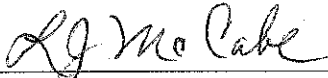
*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the Borough of Glassboro, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve and authorize the execution of the attached Shared Services Agreement with the Borough of Pitman for the Adams Avenue Paving Project.

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

*ADOPTED*, at a regular meeting of the Mayor and Council of the Borough of Glassboro on Tuesday, April 28, 2015.

BOROUGH OF GLASSBORO

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

Attest:

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

**CERTIFICATION**

I, Patricia A. Frontino, Municipal Clerk, 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, April 28, 2015.

  
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PATRICIA A. FRONTINO, Municipal Clerk

R: 201-15

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**SHARED SERVICES AGREEMENT**

**by and between**

**BOROUGH OF GLASSBORO**

**and**

**BOROUGH OF PITMAN**

**FOR THE ADAMS AVENUE PAVING PROJECT**

**Dated:** 04/28/15

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**SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF  
GLASSBORO AND THE BOROUGH OF PITMAN FOR THE ADAMS AVENUE  
PAVING PROJECT**

**THIS SHARED SERVICES AGREEMENT** (“Shared Services Agreement” or “Agreement”), dated April 28 2015, is made by and between the Borough of Glassboro, a body politic and corporate of the State of New Jersey (hereinafter referred to as “Glassboro”), and the Borough of Pitman, a body politic and corporate of the State of New Jersey (hereinafter referred to as “Pitman”).

**RECITALS**

**WHEREAS**, Adams Avenue is a roadway located in the Borough of Glassboro and the Borough of Pitman; and

**WHEREAS**, Adams Avenue is in need of paving in both municipalities; and

**WHEREAS**, Glassboro and Pitman (hereinafter may be referred to as the “Parties”) desire to work together to complete the paving of Adams Avenue (hereinafter referred to as the “Adams Avenue Paving Project” or “Project”); and

**WHEREAS**, Glassboro and Pitman desire to enter into a Shared Services Agreement to complete the Project: and

**WHEREAS**, N.J.S.A. 40A:65-1 et seq. (“Shared Services Law”) specifically authorizes local government units to enter into shared services agreements; and

**WHEREAS**, the parties to this Shared Services Agreement agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by the Shared Services Law;

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND REPRESENTATIONS CONTAINED HEREIN, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HEREBY MUTUALLY AGREE AS FOLLOWS:**

**AGREEMENT**

This Agreement sets forth the specific provisions for the Shared Services Agreement between Glassboro and Pitman for the Adams Avenue Paving Project, in accordance with the Shared Services Law, as follows:

**A. DESCRIPTION OF SERVICES/PROJECT**

1. This Project shall include the paving of the portions of Adams Avenue located in the Borough of Glassboro and the Borough of Pitman. The total amount of the materials and milling costs for the Project is \$28,372.22.

## **B. PARTIES' OBLIGATIONS**

1. Pitman shall pay half of the materials cost and three (3) hours of the milling costs for a total amount of \$12,654.86 (\$11,736.11 + 918.75).
2. Glassboro shall pay half of the materials cost and the remaining amount of the milling costs for a total amount of \$15,717.36 (\$11,736.11 + 3,981.25).
3. Each party shall supply and pay for their own labor and trucks.

## **C. TERM OF AGREEMENT**

The term of this Shared Services Agreement (Term) shall commence on the execution by the parties of this Agreement and shall continue for a period of one (1) year, unless terminated by one party upon thirty (30) days written notice to the other party.

## **D. INDEMNIFICATION AND INSURANCE**

1. The Parties agree to hold each other harmless from claims, suits, actions, damages or costs arising out of or in any way connected with the Parties' actions to implement this Shared Services Agreement.
2. At all times during the term of this Shared Services Agreement, each Party shall maintain or cause to be maintained, adequate insurance for the portions of the roadway within its jurisdiction, using insurers authorized to do business in the State of New Jersey with respect to this Project.

## **E. DEFAULT**

The following shall constitute an event of default of this Shared Services Agreement:

- a. Failure to perform any term or condition of this Agreement within thirty (30) days after written notice of such failure has been sent or, if such failure is of a type that cannot be cured within thirty (30) days, failure within such thirty (30) day period to commence and diligently pursue such performance to completion.
- b. Upon the occurrence of an uncured Default, the non-breaching Party may elect to terminate this Shared Services Agreement by providing thirty (30) days written notice to the other Party.

## **F. TERMINATION**

Either party may terminate this Agreement for any reason upon thirty (30) days written notice or immediately upon declaring the other party in default under the provisions of this Agreement.

## G. FORCE MAJEURE

If a Party is unable to perform any of its obligations under this Shared Services Agreement as a result of acts of God, catastrophes, strikes or other major disasters ("Force Majeure Event") beyond the control of the Party, then, in that event, the provisions of this Shared Services Agreement otherwise applicable to such non-performance shall become invalid. If a Force Majeure Event results in the delay of performance by either of the Parties, then the time periods during which such performance is to be completed shall be reasonably extended to reflect such delays.

## H. COMPLIANCE WITH LAWS AND REGULATIONS

The parties agree that they will, at their own cost and expense, promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

## I. MISCELLANEOUS

1. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, between the parties hereto.

2. **Supplements.** The parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required to correct any inconsistent or ambiguous term of the Agreement.

3. **Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived herein.

4. **Amendments.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

5. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

7. **Notices.** Unless otherwise provided in writing, any notices to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing and may be delivered personally or be certified or registered mail and, if so mailed, shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing

such notice, postage prepaid, is deposited in the United States mail, and if given otherwise, shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their following respective addresses or at such other addresses as each party may hereafter designate to the other parties in writing:

If to the BOROUGH OF GLASSBORO:

Joseph A. Brigandi, Jr., Borough Administrator  
Borough of Glassboro  
1 South Main Street  
Glassboro, New Jersey 08028

With a copy to:  
Patricia A. Frontino, Municipal Clerk  
Borough of Glassboro  
1 South Main Street  
Glassboro, New Jersey 08028

If to the BOROUGH OF PITMAN:

Judith O'Donnell, Municipal Clerk  
Borough of Pitman  
110 South Broadway  
Pitman, New Jersey 08071

8. **Covenants and Conditions.** No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the parties, and neither the officers, agents or employees of the parties nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

9. **Headings.** The Article and Section headings in this Shared Services Agreement are included for the convenience of reference only and are not intended to define or limit the scope of any provision in this Shared Services Agreement.

10. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within the State of New Jersey, including all matters of enforcement, validity and performance.

**J. EFFECTIVE DATE**

This Shared Services Agreement shall be effective as of this 28<sup>th</sup> day of April, 2015, which date shall be considered the commencement date of

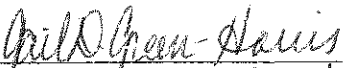
this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties of this Shared Services Agreement.

**K. SIGNATURES**

**IN WITNESS WHEREOF**, the parties, pursuant to the authority granted to them and set forth, have executed this Agreement on the date indicated herein.

**ATTEST:**

**BOROUGH OF GLASSBORO**

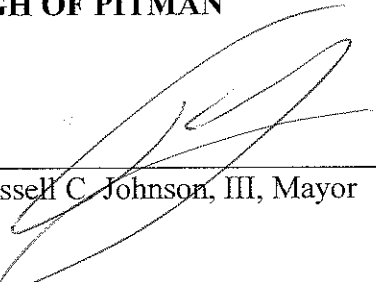
  
Gail D. Green-Harris, Deputy Clerk

By:   
Leo J. McCabe, Mayor

**ATTEST:**

**BOROUGH OF PITMAN**

  
Judith O'Donnell

By:   
Russell C. Johnson, III, Mayor



PAVING PROGRAM 2014

STREET: ADAMS AVE  
 FROM: HIGHLAND TERR

TO: WOODBURY RD

DATE: 4/4/2014

WIDTH: 30 LENGTH: 975

ESTIMATED COSTS

SQ. FT.: 29250 TONS: 361.1

MATERIAL COSTS: \$ 23,472.22  
 PREP M-HOURS:  
 PAVING LABOR HRS.:

ASPHALT BASE: \$ -  
 ASPHALT TOP: \$ 23,472.22  
 MILLING COSTS: \$ 4,900.00  
 PREP LABOR: \$ -  
 PAVING LABOR: \$ -  
 RISORS: \$ -  
 INLETS: 0 \$ -  
 HANDI-RAMPS 0  
 ENGINEERING

TOTAL: \$ 28,372.22

