

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: BOROUGH OF PAULSBORO COUNTY: GLOUCESTER

RECIPIENT: TOWNSHIP OF GREENWICH COUNTY: GLOUCESTER

BRIEF DESCRIPTION OF SERVICE:

ADMINISTERING THE NJDOT LOCAL FREIGHT IMPACT FUND GRANT FOR A PORTION OF THE PAULSBORO-GREENWICH TOWNSHIP TRUCK ROUTE.

EFFECTIVE DATE: JANUARY 2, 2018

EXPIRATION DATE: UNTIL COMPLETION OF THE PROJECT.

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.

**RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE
BOROUGH OF PAULSBORO AND THE TOWNSHIP OF GREENWICH FOR THE
NJDOT LOCAL FREIGHT IMPACT FUND APPLICATION**

RESOLUTION 52.18

WHEREAS, designated sections of the designated Paulsboro-Greenwich Township trucking route have deteriorated and are in need of road reconstruction; and

WHEREAS, the Mayor and Council of the Borough of Paulsboro (the “Borough”) intend to engage qualified contractors to make various roadway improvements to selected locations along the designated Paulsboro-Greenwich Township trucking route; and

WHEREAS, in order to fund the roadway improvements to the Paulsboro-Greenwich Township Truck Route (the “Road Project”), the Borough finds it in the best interest of the stakeholders of the Borough to apply for a New Jersey Department of Transportation (“NJDOT”) Local Freight Impact Fund Grant (the “Grant”); and

WHEREAS, a portion of the Road Project spans the jurisdictional limits of the Borough of Paulsboro and Township of Greenwich (the “Township”); and

WHEREAS, the Borough received interest from the Township in submitting a joint application to the NJDOT for the Grant; and

WHEREAS, the Borough determined it to be in the best interest of the stakeholders of the Borough to jointly apply for the NJDOT Grant and pursuant to Resolution 205.17, the Borough submitted a joint application, Application No. LFIF-2018-Paulsboro Borough-00045 (the “Application”) to the NJDOT in furtherance of the Grant; and

WHEREAS, the Borough finds it in the best interest of the stakeholders of the Borough to administer and facilitate the Grant on behalf of itself and the Township because of the Borough’s experience and knowledge in the application and administration of grant funds and in the preparation of requests for proposals and selection of contractors; and

WHEREAS, pursuant to Resolution 51-2018 adopted by the Township of Greenwich, the Township found it in the best interest of its stakeholders to allow the Borough to administer and facilitate the Grant; and

WHEREAS, the Borough will act on the Township’s behalf concerning administration of the Grant; and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et. seq.* the Borough and the Township must to enter into a shared services agreement setting forth the respective rights and obligations of the parties relating to the Borough’s role as administrator of the Grant (the “Interlocal Agreement”).

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

1. That the governing body does hereby authorize the Mayor and/or Borough Administrator to execute the Interlocal Agreement and the same are designated as the authorized persons to act on behalf of the Borough in connection therewith.

2. The terms of such Interlocal Agreement authorize the Borough to act on the Township's behalf as administrator of the NJDOT Local Freight Impact Fund Grant.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

ADOPTED by the Mayor and Council of the Borough of Paulsboro at a Regular Meeting held on the 2nd day of January, 2018.

BOROUGH OF PAULSBORO

By: 
GARY C. STEVENSON, MAYOR

ATTEST:


KATHY A. VANSKOY, RMC/CMC/CMR
BOROUGH CLERK

RESOLUTION NO. 51 - 2018

**RESOLUTION APPROVING SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF GREENWICH AND THE
BOROUGH OF PAULSBORO INVOLVING THE NEW JERSEY
DEPARTMENT OF TRANSPORTATION LOCAL FREIGHT
IMPACT FUND GRANT FOR A PORTION OF THE
PAULSBORO-GREENWICH TOWNSHIP TRUCK ROUTE**

WHEREAS, the Township of Greenwich adopted Resolution No. 162-2017 which authorized the filing of a joint application with the Borough of Paulsboro for a New Jersey Department of Transportation (NJDOT) Grant to help fund the Paulsboro-Greenwich Township Truck Route Improvements; and

WHEREAS, pursuant to the above Resolution No. 162-2017, the Township of Greenwich has submitted a joint application, Application No. LFIF-2018-Paulsboro Borough-00045, (the "Application") to the NJDOT in furtherance of the Grant; and

WHEREAS, pursuant to the Uniformed Shared Services and Consolidation Act, *N.J.S.A.* 40A:65-1 et seq., the Township of Greenwich and the Borough of Paulsboro are required to enter into a shared services agreement setting forth the respective rights and obligations of the parties; and

WHEREAS, such agreement is attached hereto to set forth the terms and conditions of such shared services agreement and to comply with the requirements of the NJDOT Grant referenced herein; and

NOW, THEREFORE, be it resolved by the Mayor and Council of the Township of Greenwich, County of Gloucester, State of New Jersey to approve the Shared Services Agreement attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED the approval of this contract is expressly contingent upon fund availability at the time of any "Grant Award"; and

BE IT FURTHER RESOLVED that the Mayor and Clerk be authorized to execute the agreement attached as Exhibit A and to execute such documents deemed and approved by the Solicitor as necessary to accomplish the objectives of such agreement.

ADOPTED at a special meeting of the Mayor and Council of the Township of Greenwich held on this 24th day of January, 2018.

ATTEST:


LORI L. BIERMANN,
Municipal Clerk

APPROVED:

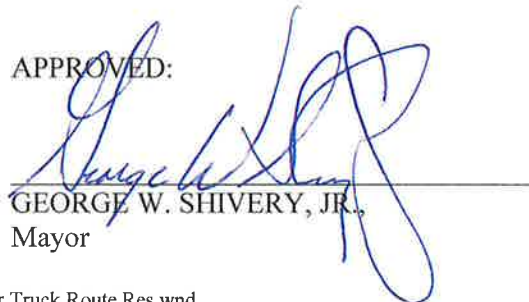

GEORGE W. SHIVERY, JR.,
Mayor

EXHIBIT A

**SHARED SERVICES AGREEMENT FOR THE BOROUGH OF PAULSBORO
TO ADMINISTER THE NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL FREIGHT IMPACT FUND GRANT ON BEHALF OF THE TOWNSHIP
OF GREENWICH FOR A PORTION OF THE PAULSBORO-GREENWICH
TOWNSHIP TRUCK ROUTE**

This Shared Services Agreement (“Agreement”) is made as of this ____ day of January, 2018 by and between the Borough of Paulsboro, a municipal corporation of the State of New Jersey with offices located at 1211 N. Delaware Street, Paulsboro, New Jersey 08066 (“Borough”) and the Township of Greenwich, a municipal corporation of the State of New Jersey with offices located at 420 Washington Street, Gibbstown, New Jersey 08027 (“Township”), collectively the “Parties”.

WHEREAS, the Mayor and Committee of the Township of Greenwich and the Mayor and Council of the Borough of Paulsboro intend to engage qualified contractors to make various roadway improvements to selected locations along the designated Paulsboro-Greenwich Township trucking route; and

WHEREAS, the Mayor and Borough Council of the Borough of Paulsboro finds it in the best interest of the stakeholders of the Borough to apply for the NJDOT Grant to help fund the Paulsboro-Greenwich Township Truck Route Improvements; and

WHEREAS, a portion of the project spans the jurisdictional limits of the Borough of Paulsboro and Township of Greenwich, and the Township of Greenwich intends to file the grant application jointly with the Borough of Paulsboro; and

WHEREAS, the Mayor and Committee of the Township of Greenwich finds it in the best interest of the stakeholders of the Township to apply for a New Jersey Department of Transportation (“NJDOT”) Local Freight Impact Fund Grant (the “Grant”) to help fund the Paulsboro-Greenwich Township Truck Route Improvements; and

WHEREAS, pursuant to Resolution 205.17, the Borough has submitted a joint application, Application No. LFIF-2018-Paulsboro Borough-00045 (the “Application”) to the NJDOT in furtherance of the Grant; and

WHEREAS, the Township has requested that the Borough administer and facilitate the Grant on its behalf; and

WHEREAS, the Township will enter into this Agreement with the Borough because of the Borough’s experience and knowledge in the application and administration of grant funds and in the preparation of requests for proposals and selection of contractors; and

WHEREAS, the Borough will act on the Township’s behalf concerning administration of the Grant; and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et. seq.* the Borough and the Township must enter into a shared

services agreement setting forth the respective rights and obligations of the parties relating to the Borough's role as administrator of the Grant;

NOW, THEREFORE, in consideration of the Parties' promises and mutual representations, covenants and agreements set forth herein, the Parties hereto, each binding itself, its successors and assigns, do hereby mutually promise, covenant and agree as follows:

1. **Project.** The Borough and Township agree to perform road reconstruction of deteriorated sections of the designated Paulsboro-Greenwich Township trucking route ("Project"). Maps of the project area, including an aerial view and specific location maps are attached hereto as Exhibit A.

2. **Term.** The term of this Agreement shall commence on the execution of this Agreement by both Parties hereto and shall continue until the completion of the Project, as determined by the Borough's engineer, unless terminated earlier as hereinafter provided.

3. **Designation as Administrator.** The Borough shall administer the Project and the Grant from the NJDOT on behalf of the Township.

4. **Costs of Administration.** Except as set forth in this Agreement, all of the costs and expenses to be paid in conjunction with the administration of the Project and the Grant, including but not limited to, preparation and issuance of requests for proposals, engagement of a contractor, planning, engineering, legal, and consequential expenses, shall be apportioned in accordance with and in proportion to the construction costs incurred by the Parties on their respective project improvements (the "Administrative Costs"). The Borough and Township shall each be responsible for their respective share of the Administrative Costs.

5. **Project Costs.** Except as set forth in this Agreement, all of the costs and expenses associated with the construction of the Project, less the Administrative Costs, shall be apportioned in accordance with and in proportion to the costs incurred by the Parties on their respective project improvements (the "Project Costs"). The Borough and Township shall each be responsible for their respective share of the Project Costs.

6. **Grant Funds.** Any funds received from the Grant as a result of the Application shall be apportioned in accordance with and in proportion to the construction costs incurred by the Parties on their respective project improvements ("Grant Funds"). Grant Funds shall be applied to each party's Project Costs. If the Grant Funds exceed the Project Costs of either Party (the "Excess Funds"), the other party shall be entitled to apply the Excess Funds to its Project Costs and shall then be solely responsible for the remaining balance of the Project Costs, if any. If the Grant Funds are insufficient to satisfy the Project Costs of both Parties, each party shall be solely responsible for the difference between their proportionate Grant Funds and their respective Project Costs.

7. **Payments.** The Parties shall use their best efforts to make any and all payments required under this Agreement directly to the vendor performing a service. In

the event one party advances funds, the party with the outstanding payment obligation shall reimburse the other within thirty (30) days of a written request for such reimbursement and submission of documentation in support thereof.

8. **Township Cooperation.** The Township shall use its best efforts and shall cooperate and assist the Borough with the obtainment of the Grant, such approvals, consents or other governmental permits necessary to effectuate the timely financing, construction and implementation of the Project.

9. **Insurance.** At all times during the Term of this Agreement, the Borough shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as the Borough shall determine to be reasonably required. The Borough shall be obligated to pay for the cost of all such insurance as a component of the Project Costs under the Grant. All such insurance policies shall name the Borough and the Township as beneficiaries.

10. **Dispute Resolution.** In the event of a dispute under this Agreement, the parties agree to make every effort to select a mediator to resolve the dispute in a mutually acceptable way. In the event that mediation is unsuccessful, the parties shall be free to pursue any remedy available at law.

11. **Termination of Agreement.** The Township may terminate this Agreement by adopting an ordinance that rescinds the designation of the Borough as the Administrator for the Grant if (a) the Borough consents to the termination or (b) at the time of the proposed termination, no obligations have been entered into by the Borough with parties other than the Township. The Borough may terminate this Agreement at any time in the event: (a) that it does not have sufficient funds available therefor or is unable to secure the Grand Funds described in Section 6 hereof; or (b) the Borough determines to abandon the Project. Except for a termination of the Agreement as set forth above, the Agreement shall remain in full force and effect during the Term.

12. **Assignment of this Agreement** Neither party shall assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

13. **Merger Clause.** This Agreement (including Exhibits hereto) constitutes the entire agreement and understanding of the parties with respect to the matters addressed herein and supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

14. **Modification.** Modifications, waivers or amendments of (or to the provisions of) this Agreement shall be effective only if set forth in a written document signed by both parties.

15. **Headings.** The captions and headings in this Agreement are for convenience and ease of reference only and in no way define, limit or describe the scope or intent of this Agreement and such headings do not in any way constitute a part of this Agreement.

16. **Notices.** Any notice or other communication which is required to be given hereunder shall, except as expressly provided otherwise herein, be in writing and shall be deemed to have been validly given if sent by facsimile to the number set forth below, delivered in person, by Federal Express or similarly nationally recognized overnight delivery service providing for receipt against delivery, or mailed by certified or registered mail, postage prepaid, addressed as follows:

If to the Township: Township of Greenwich
420 Washington Street
Gibbstown, NJ 08027
ATTN: Jeff Godfrey
Phone: (856) 423-1038
Fax: (856) 423-2989

With a copy to: Thomas Ward, Esquire
Ward Law Firm
196 Grove Avenue, Suite A
West Deptford, NJ 08086
Phone: (856) 853-7771
Fax: (856) 853-0146

If to the Borough: Borough of Paulsboro
1211 N. Delaware Street
Paulsboro, NJ 08066
ATTN: Susan Jacobucci, Administrator
Phone: (856) 423-1500
Fax: (856) 423-9117

With a copy to: M. James Maley, Jr., Esquire
Maley Givens, P.C.
1150 Haddon Avenue, Suite 210
Collingswood, NJ 08108
Phone: (856) 854-1515
Fax: (856) 858-2944

If such notice is sent by facsimile transmission, the original executed copy of such notice shall be mailed or delivered as provided above.

If delivered personally, any notice will be deemed delivered and given on the date delivered if the day is a business day, or on the first business day following delivery if the date is not a business day. If sent by facsimile, any notice will be deemed delivered and given upon confirmation of receipt. If sent by certified or registered mail, any notice will

be deemed delivered and given on the third business day after deposit thereof in a United States Post Office. If sent by such recognized overnight delivery service, any notice will be deemed delivered on the next business day after deposit thereof with such delivery service.

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party, provided, however, that notice of any changes of address shall be deemed effective only upon actual receipt thereof.

17. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.

18. **Execution of Counterpart.** This Agreement may be executed in one or more counterparts and when each party has executed and delivered at least one counterpart, this Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument.

19. **Severability.** Except as otherwise expressly set forth in the Agreement, if any one or more of the provisions contained in this Agreement is held for any reason to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability will not affect any other provision of this Agreement.

20. **Governing Law.** The terms of this Agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement, validity and performance.

IN WITNESS WHEREOF, the parties have entered into this Shared Services Agreement as of the date first above recited.

Attest:

Lori L. Biermann

TOWNSHIP OF GREENWICH

By:

George W. Shivery, Jr., Mayor

Attest:

Kathy A. Van Sledright

BOROUGH OF PAULSBORO

By:

Gary Stevenson, Mayor

SCHEDULE OF EXHIBITS

A. Map of Project Area

B. Cost Estimate

EXHIBIT A
Map of Project Area

EXHIBIT B
Cost Estimate