

RESOLUTION NO. -2022

**RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT
BETWEEN THE TOWNSHIP OF GREENWICH, BOROUGH OF
PAULSBORO AND THE TOWNSHIP OF EAST GREENWICH FOR A
DAYTIME FIREFIGHTER CREW**

WHEREAS, Shared Services Agreements are authorized under and by virtue of the provisions of *N.J.S.A.* 40A:65-1, et seq.; and

WHEREAS, the Chiefs of the East Greenwich Township Fire & Rescue, Gibbstown Volunteer Fire Company and the Paulsboro Fire Department approached the Mayors and Township Committee of the Township of East Greenwich, Township of Greenwich and Borough of Paulsboro to provide daytime firefighting on a stipend basis to supplement their volunteer crew; and

WHEREAS, the Governing Bodies for each of the municipalities along with the Chiefs determined that the adoption of a Shared Service Agreement (“Agreement”) for a primary daytime firefighter crew would be in the best interest of residents in all three (3) municipalities; and

WHEREAS, the Township of East Greenwich shall be the Lead Agency of said shared service; and

WHEREAS, the terms of the Agreement are fully set forth within said Agreement, a copy of which is attached hereto and incorporated within the body of this Resolution by reference unless otherwise amended upon mutual agreement; and

WHEREAS, the Mayor and Township Clerk shall be and are hereby authorized to execute the Shared Services Agreement on behalf of the Township of East Greenwich; and

WHEREAS, the Mayor and Township Administrator/Clerk of Greenwich and Paulsboro shall also pass a resolution and execute the Agreement and forward to East Greenwich.

NOW THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of East Greenwich, County of Gloucester, State of New Jersey, to approve the attached Shared Services Agreement for a primary Daytime Firefighter Crew for a term to expire on December 31, 2023.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute the Agreement and forward to the Borough of Paulsboro and Township of Greenwich.

BE IT FURTHER RESOLVED, upon receipt of fully executed agreements from Paulsboro and Greenwich, the East Greenwich Clerk shall file the Shared Services Agreement with the Department of Community Affairs.

ADOPTED at a meeting of the Mayor and the Township Committee held on the 12th day of July, 2022.

TOWNSHIP OF EAST GREENWICH

BY: _____
DALE L. ARCHER, Mayor

ATTEST:

Elizabeth A. McGill, Township Clerk



FOR IMMEDIATE RELEASE – August 24, 2022

TWP. OF GREENWICH * COUNTY OF GLOUCESTER
420 WASHINGTON STREET, GIBBSTOWN, NJ 08027

(856) 423-1038 phone

From the desk of Mayor Vince Giovannitti

Ceremonial Signing of the Shared Services Agreement for the Daytime Fire Fighter Stipend Program between the Township of Greenwich, The Borough of Paulsboro and The Township of East Greenwich

Location: Gibbstown Fire Department, 700 East Broad Street, Gibbstown, NJ, on September 1, 2022 at 6:30 PM. — Announcing a Ceremonial signing of the Shared Services Agreement for the Daytime Fire Fighter Stipend Program between Greenwich Township, Paulsboro and East Greenwich Fire Departments. Mayor Vince Giovannitti of Greenwich Township, Mayor Gary Stevenson of Paulsboro, and Mayor Dale Archer of East Greenwich Township.

“Mayor Gary Stevenson, Mayor Dale Archer and myself, are very excited that this is the first Shared Services Agreement for a Stipend Program for Volunteer Fire Fighters in Gloucester County” stated Mayor Vince Giovannitti. “The Chiefs of the East Greenwich Township Fire & Rescue, Gibbstown Volunteer Fire Company and the Paulsboro Fire Department approached the Mayors and Township Committees, asking for them to provide daytime firefighting on a stipend basis to supplement their volunteer crews”. Paulsboro Mayor Gary Stevenson added, “Due to a lack of volunteers during daytime hours, it was deemed necessary”.

Positive Resident Impact

For the public safety of the residents of Greenwich Township, Paulsboro and East Greenwich Township, this is a going to have a critical impact in serving the residents of all three towns. “This Shared Services Agreement will provide for a primary, daytime firefighter crew for a term to expire on December 31, 2023”, stated Mayor Dale Archer of East Greenwich Township.

For more information, press only: Contact Mayor Vince Giovannitti, 856-423-1038 ext. 208

SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF EAST GREENWICH, TOWNSHIP OF GREENWICH AND BOROUGH OF PAULSBORO FOR PRIMARY DAYTIME FIREFIGHTER CREW

This SHARED SERVICES AGREEMENT (hereinafter, "Agreement") dated on the ____ day of _____, 2022, between the Township of East Greenwich with offices located at 159 Democrat Road, Mickelton, NJ 08056 (hereinafter "East Greenwich"), the Township of Greenwich with offices located at 420 Washington Street, Gibbstown, NJ 08027 (hereinafter "Gibbstown") and the Borough of Paulsboro (hereinafter "Paulsboro"), with offices located at 1211 N. Delaware St., Paulsboro, NJ 08066, collectively referred to as the Parties, to share services and reduce costs by supplementing volunteer firefighting on a stipend basis to provide for Primary Daytime Firefighter Crew ("Daytime Crew") Monday through Friday from 0700 hours to 1600 hours.

I. PURPOSE & SCOPE

WHEREAS, the purpose of this Agreement is to provide Fire and Rescue Emergency Services to residents of East Greenwich, Gibbstown and Paulsboro while maintaining fiscal responsibility to provide additional services through a Shared Services Agreement ("Agreement") and

WHEREAS, the Parties are desirous of entering into an Agreement pursuant to *N.J.S.A.* 40A:65-1 et seq. to provide for a Shared Services Agreement for Primary Daytime Firefighter Crew ("Daytime Crew") Monday through Friday from 0700 hours to 1600 hours; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree to the following:

II. INCORPORATION OF RECITALS

All of the above recitals are incorporated as if fully set forth at length herein.

II. TERM

This Agreement shall commence on August 1, 2022 for a term ending on December 31, 2023, which shall be renewable, on an annual basis, beginning January 1st of each year, unless any party provides written notice to the other parties ninety (90) days prior to the termination date as to their intention not to renew this Agreement. Notwithstanding the above term, any party may terminate this Agreement with or without cause upon providing one hundred and twenty (120) days prior written notice to the other parties. Notices shall be sent by certified mail, return receipt requested, at the addresses set forth herein below in Section XI - Notices.

IV. ACTIVITIES

A. HOURS OF OPERATION

1. The Daytime Crew shall provide coverage five (5) days a week, Monday through Friday, including Municipal recognized holidays falling on one of these days.
2. The hours shall consist of a nine (9) hour shift from 0700 hours to 1600 hours.
3. The hours worked as part of the Daytime Crew are exempt from the Length of Service Awards Program (LOSAP). Hours worked in volunteer capacity will be counted toward the individuals LOSAP account.

B. PLACE OF OPERATION

There will be a published schedule to indicate where the Daytime Crew will report each day. This shall be distributed by the 25th of the month preceding.

V. PERSONNEL

1. The Parties agree that a fully staffed Daytime Crew shall consist of a maximum of three (3) personnel to include: one (1) officer position, one (1) driver-operator; and one (1) firefighter position.
2. A minimum level of staffing shall consist of two (2) personnel to include one (1) officer and one (1) driver-operator.
3. To be considered for the Daytime Crew individuals must be active members of the East Greenwich Township Fire & Rescue, Gibbstown Volunteer Fire Company or the Paulsboro Fire Department, and be a New Jersey Division of Fire Safety Certified Firefighter complainant on all annual training requirements.

VI. STIPEND PROGRAM

1. Stipend shall be at the following rates for a nine (9) hour shift from 0700 to 1600 hours:

- a. Officer - \$175/shift
- b. Firefighter/Driver Operator - \$150/shift x two (2) = \$300/shift

2. The Daytime Crew shall follow the East Greenwich Holiday schedule which consists of the following holidays*:

- | | |
|------------------|------------------------------|
| New Year's Day | Martin Luther King Day |
| President's Day | Good Friday |
| Memorial Day | Easter Monday |
| Independence Day | Labor Day |
| Veteran's Day | Thanksgiving & the Day After |
| Christmas Day | |

**Please note: any holiday that falls on a Saturday, the holiday will be recognized on Friday and any holiday that falls on a Sunday is recognized on Monday.*

3. Daytime Crew who are scheduled and work on one of the above referenced holidays are also entitled to a \$25 per shift incentive.

1. Officer - \$175/shift + \$25 holiday incentive = \$200/shift

2. Firefighter/Driver Operator - \$150/shift x two (2) = \$300/shift = \$25 holiday incentive - \$175/shift x two (2) = \$350/shift

VII. COSTS OF SERVICES

1. During the life of this Agreement, the costs associated with the services to be provided by the Daytime Crew shall be split equally between East Greenwich, Greenwich and Paulsboro.
2. The costs of this program are being estimated to not exceed \$45,000 per municipality on an annual basis and shall include the administrative costs of payroll and postage in the amount of \$700 per municipality.
3. The Parties agree to utilize an App for scheduling purposes, which requires a yearly licensing fee. This fee is unknown at the time of the execution of this Agreement but shall also be divided three (3) ways and included in the costs of the program.
4. Additional expenses. If the Chiefs and Parties determine there are additional expenses which are necessary for the Daytime Crew to provide services, the expense shall be divided evenly by the three (3) Parties. No additional expenses shall be incurred without approval from the Governing Bodies.

VIII. DUTIES AND RESPONSIBILITIES OF THE PARTIES

The Parties duties and responsibilities under this Agreement shall consist solely of the following:

1. The Township of East Greenwich shall be deemed the lead agency for purposes of this Agreement. As such, payment of the cost of the services to be provided by the Daytime Crew shall be assumed by East Greenwich. East Greenwich shall send a quarterly invoice to Gibbstown and Paulsboro. Gibbstown and Paulsboro shall send their proportionate share within (30) days after an invoice is issued. The costs of the Daytime Crew shall be split three (3) ways.

2. A municipality may choose to pre-pay for this program. If this occurs, East Greenwich shall deposit the funds into an escrow account and each month will draw from these

funds the 1/3 proportion of that municipality. Invoices will be sent each quarterly to show how the funds were spent.

3. The Chiefs shall schedule the Daytime Crew and shall provide stipend information to the East Greenwich Municipal Clerk on a monthly basis.

4. East Greenwich shall disburse monthly stipends to the Members serving on the Daytime Crew. This will be done as an independent contractor, not through payroll. The members shall receive a 1099 at the end of the tax year.

4. The Parties will schedule an annual meeting at which the time the Parties will review any cost increases of the service provided by the Stipend Program, the schedule, and any other issues addressed in this Agreement. The annual meeting should occur no later than September 30th of each year.

IX. BREACH AND DEFAULT

1. The aggrieved party shall also have any and all other rights and remedies as may be provided in law or equity in the event that the defaulting or breaching party fails to cure such default within the applicable grace period provided herein.

2. In the event of any breach or default of this Agreement the aggrieved party may at any time, and in its sole discretion after notice, cure said breach or default for the account of and at the expense of the defaulting or breaching party. If the aggrieved party is compelled to pay or elects to pay any sum or money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorneys' fees and court costs in instituting, prosecuting or defending any action to enforce the aggrieved party's rights under this Agreement, the sum so paid by the aggrieved party, with all interest, costs and damages, shall be deemed to be additional costs and shall be due from the defaulting or breaching party within thirty (30) days following the incurring of the respective expenses by the aggrieved party.

X. MODIFICATION

Modifications within the scope of this instrument shall be made by mutual consent of parties, by the issuance of-a-written amendment; signed and dated by all parties prior to any changes being performed.

XI. NOTICES

All notices required under the terms of this instrument shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner. Notices shall be sent to the following:

Township of East Greenwich

Attn: Municipal Clerk
159 Democrat Road
Mickelton, NJ 08056

Township of Greenwich

Attn: Township Administrator
420 Washington Street
Gibbstown, NJ 08027

Borough of Paulsboro

Attn: Borough Clerk
1211 N. Delaware St.
Paulsboro, NJ 08066

XII. INDEMNIFICATION

In reference to this Agreement each party shall indemnify, protect, and hold harmless the other from and against any and all damages of any nature and kind, claims, suits or proceedings of any nature and kind, judgments, liabilities, losses, costs and expenses (including, but not limited to, attorneys• fees, court and arbitration costs) brought against either party hereto in connection with the services contemplated in this Agreement.

XIII. INSURANCE

Each municipality shall carry appropriate general liability, auto and worker’s compensation insurance covering its activities, employees, and volunteers. The parties acknowledge that East Greenwich is an independent contractor and not an agent of Paulsboro or Greenwich.

XIV. COMPLIANCE WITH SHARED SERVICES ACT

1. Pursuant to the Shared Services Act *N.J.S.A.* 40A:65-1, et seq., this Agreement shall be filed with and open to the public for inspection at the offices of the Township Clerk of the Township of East Greenwich, Township Clerk of Gibbstown, Borough Clerk of Paulsboro, and such Agreement shall take effect upon the adoption of appropriate resolutions by all parties thereto.

2. Pursuant to *N.J.S.A.* 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Services for informational purposes by all parties hereto.

XV. MISCELLANEOUS

All parties hereto agree that the execution of this Agreement is an authorized act of each of the respective parties hereto. The proper resolutions of the parties have been adopted pursuant to law, authorizing execution of this agreement.

1. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of their respective rights hereunder shall not waive such rights, but each party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

2. If any provision of this Agreement shall be adjudicated by a court of competent jurisdiction as invalid, unenforceable or inapplicable with respect to any party herein, the remainder of this Agreement or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and be endorsed to the fullest extent permitted by Law.

3. The section headings contained herein are for convenience only and are not to be given any substantive effect.

4. This Agreement executed by the parties constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by all parties hereto.

5. All of the tenants, covenants and conditions herein contained shall be for and inure to the benefit of, and shall be binding upon, the respective parties and their successors and assigns.

6. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original thereof and which, together, constitute the whole.

7. The parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction and venue of the Superior Court of New Jersey, Gloucester County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby.

8. Each party's obligations shall survive the expiration or earlier termination of this Agreement.

This section intentionally left blank

IN WITNESS WHEREOF, the parties have hereto executed this Agreement, the date and year first written above.

Witnessed or attested by:

TOWNSHIP OF EAST GREENWICH

Elizabeth McGill, Administrator/Clerk

Dale L. Archer, Mayor

Witnessed or attested by:

TOWNSHIP OF GREENWICH

Vincent Giovannetti , Mayor

Witnessed or attested by:

BOROUGH OF PAULSBORO

Gary Stevenson, Mayor

THE 2022 INNOVATION IN GOVERNANCE AWARDS PROGRAM

Contact Information:**Municipality:****Population:****County:****Address:****City:****Zip:****Contact Name:****Title:****Telephone:****Fax:****Email:****Initiative Title:****Description:**

PROJECT INFORMATION

The judges will be looking for successful innovative efforts by a municipality or a partnership among several municipalities or a municipal/county joint effort. Innovations must have been initiated or completed during the time period June 1, 2020 - September 30, 2021.

Project Specific Details:

- How is your innovation original and distinctive?
- How has this initiative successfully met the local needs of your municipality?
- How have the stakeholders benefited & responded to this initiative?
- Are there any measured savings or program improvements?
- Please include whether the innovation is temporary or permanent.
- How can this innovation be replicated in other communities across the state?

***Please attach a supplemental sheet(s) noting the details of your initiative.
(Supplemental attachments NOT to exceed 3 pages.)***

Application Deadline: Applications must be received no later than Friday, October 7, 2022.

***Mail applications to: NJLM Innovation in Governance, 222 West State St., Trenton, NJ 08608,
Attention: Ciara Bradley or send by email to CBradley@njlm.org***

***If you have any questions, please contact Ciara Bradley at the League of Municipalities
609-695-3481 ext. 128 or CBradley@njlm.org***