
SHARED SERVICES AGREEMENT

by and between the

COUNTY OF PASSAIC

and

CITY OF CLIFTON

for

PARATRANSIT PROGRAM 2023

PREPARED BY:

The Office of the Passaic County Counsel
401 Grand Street, Room 214
Paterson, New Jersey 07505
Phone: (973) 881-4466
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THIS SHARED SERVICES AGREEMENT (hereafter “Agreement”), dated this _____ day of _____, 2023, by and between the County of Passaic, a body politic and corporate of the State of New Jersey (hereafter “County”), with its principal offices located at 401 Grand Street, Room 205, Paterson, New Jersey 07505 and the City of Clifton, a body politic and corporate of the State of New Jersey (hereafter “Clifton”), with its principal offices located at 900 Clifton Avenue, Clifton, New Jersey 07013. Passaic County and the City of Clifton shall be collectively referred to as the “Parties” throughout the Agreement.

RECITALS

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7; and

WHEREAS, the County, through the Passaic County Paratransit System operated by the Department of Senior Services (hereafter “Paratransit”), provides transportation for the County’s senior citizens and disabled residents in need of transportation services; and

WHEREAS, senior citizens and residents with disabilities in the County utilize the Paratransit system as a curb-to-curb transportation service for travel to non-emergency medical appointments, shopping centers, as well as transportation to and from municipal nutrition sites for senior citizens of the County, and transportation to and from the Passaic County Adult Day Care Program for senior citizens of the County; and

WHEREAS, the County and Clifton desire to enter into this Agreement so that Clifton will provide rides through the Paratransit to residents of the City of Clifton system and the County will reimburse Clifton for said rides; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the County and Clifton each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto and made part of this Agreement; and

NOW, THEREFORE, BE IT AGREED, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, Passaic County and the City of Clifton agree to perform in accordance with the provisions, terms, and conditions set forth in this Agreement as follows:

I. Incorporation of Recitals.

The recitals set forth above are incorporated herein by reference.

II. Term.

The term of this Agreement shall commence on January 1, 2023 and shall terminate on December 31, 2023 (hereafter “Initial Term”). The Parties herein can extend this Agreement on an annual basis, in accordance with N.J.S.A. 40A:65-5, by adopting Resolutions extending the term of this Agreement (hereafter “Subsequent Terms”). Should either Party be in breach of any provisions

herein, such breach shall constitute an event of Default. In the event of Default, the non-breaching Party shall have the right to terminate this Agreement on thirty (30) days' notice to the breaching Party, except that if the breaching Party cures said Default within said thirty (30) day period to the satisfaction of the non-breaching Party, the Agreement shall remain in full force and effect.

III. Fees and Compensation.

During the Initial Term, the County shall allocate a maximum of One Hundred Thirty Thousand One Hundred Sixty-Three (\$130,163.00) Dollars to Clifton, such funds to be applied as follows:

- A maximum of \$105,203.00 to be allocated towards rides for senior citizens of Clifton and residents of Clifton with disabilities to non-emergency medical appointments and trips to shopping centers
- A maximum of \$24,960.00 to be allocated towards rides for senior citizens to and from municipal nutrition sites and rides for senior citizens to and from the Passaic County Adult Day Care Program for senior citizens.

IV. Implementation of Paratransit System.

a. Responsibilities of Clifton

1. Clifton shall provide rides under the Paratransit system to all eligible residents of the City of Clifton seeking services for non-emergency medical appointments, shopping center visits, as well as rides to and from municipal nutrition sites and rides for senior citizens to and from the Passaic County Adult Day Care Program for senior citizens.
2. Clifton shall keep a record of ridership and a fiscal record and provide to the County a report on the first of each month detailing the ridership statistics and fiscal expenditures, such report also showing utilization of services from the prior month.
3. Clifton shall conduct all routine and preventative maintenance, including maintenance recommended by the manufacturer, on the vehicles provided to Clifton by the County through the Paratransit program and keep record of said maintenance and repairs performed thereon, and provide to the County, upon request, such maintenance reports. Further, Clifton agrees that if any problems with the vehicles arise during the warranty period, it shall promptly return the vehicles to the dealer for repairs covered under the warranty. In no event shall the County be responsible for the expense and or/ repairs which may arise after these vehicles are delivered to Clifton.
4. Clifton shall be responsible for all necessary repairs of vehicles provided to Clifton by the County through the Paratransit program and shall promptly provide notice to the County in each instance repairs are required.

5. In the event of an accident, Clifton shall report such accidents to the County's Roads Department (973-881-4500) within twenty-four (24) hours of the occurrence of the accident. Clifton shall also immediately report such accidents to the Passaic County Sheriff's Department. Clifton shall simultaneously submit to the County the following: (A) Any incident reports; (B) the Vehicle Report Form given to Clifton by the Sheriff's Department at the time of the accident; and (C) pictures of the damaged vehicle showing the damage.
6. Clifton shall bear all risks of damages, loss, theft, or destruction, partial or complete, of the said vehicles. Any resultant replacement, repairs, or substitution of parts of said vehicles, shall be at the cost and expense of Clifton. In the event of any loss, theft, or destruction of the vehicles or damages thereto, Clifton shall promptly notify the County by both phone and in writing and have the vehicles available for disposition. Clifton shall either repair the vehicles to the same standard or condition required under this Agreement, subject to written approval of the County or replace the original vehicle with another unit of substantially the same specifications.
5. Clifton shall be responsible for all fuel costs with respect to the vehicles loaned to Clifton by the County.

b. Responsibilities of the County

1. The County shall provide to the City of Clifton the following 4 vehicles:

PT-06	2012	Ford	Fusion	Sedan	OP6229	3FAHP0HA8CR380369	Gasoline
PT-08	2012	Ford	Fusion	SUV	OP6235	3FAHP0HA2CR380366	Gasoline
PT-47	2008	Dodge	Caravan	Van	OP6281	2D8HN44H18R113969	Gasoline
PT-57	2011	Ford	Escape	SUV	OP6287	1FMCU9DG9BKB47305	Gasoline

To provide rides as described under Section IV (a)(1) above.

2. Payment will be submitted upon completion of services, receipt of required documentation sent to the County of Passaic Finance Department, and after final report is reviewed and approved. All funds allocated under this agreement and in accordance with the SCDRTAP (Senior Citizens and Disabled Residents Transportation Assistance Program), Section 5310 (Enhanced Mobility of Seniors & Individuals with Disabilities), and Title III (Older Americans Act: Nutrition Services Program) funding programs, respectively, will be released.

V. Limitation of Delegation of Authority.

- a. To the extent this Agreement constitutes a delegation of authority by the County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described herein, consistent with the terms and provisions of this Agreement.
- b. Neither Clifton nor the County intend by this Agreement to create any agency relationship other than that which may be specifically required by this Agreement for the limited purpose of the provision of services provided by Clifton pursuant to this Agreement.

VI. Compliance with Laws and Regulations.

Clifton and the County agree that each Party will, at its 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 its performance of the services described in this Agreement. If a court of competent jurisdiction finds that any legal requirements have not been met, either party may exercise their right of rescission by forwarding formal written notice to the other party.

VII. Insurance.

At all times during the term of this Agreement, Clifton shall maintain all necessary and appropriate insurance policies with respect to the services to be performed pursuant to this Agreement; and shall cause the County to be named as an additional insured and will deliver to the County a certificate of insurance prior to the commencement of services. The County shall further maintain appropriate insurance as to its own actions relative to this Agreement.

VIII. Dispute Resolution.

- a. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objecting party must participate in the mediation. The costs of such Non-Binding Mediation shall be borne equally by both Parties.
- b. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter, or one party determines in its sole discretion that its interests are not being served by the mediation.
- c. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.
- d. Judicial Proceedings. Upon the conclusion of Mediation, either party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Passaic County.
- e. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Passaic County.

IX. Severability/Waiver.

- a. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.
- b. Should one or more covenants or conditions be waived by either party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving party to or of any subsequent similar act by the other party.
- c. If any provision contained in this Agreement is breached by either party and thereafter such breach is waived by the non-breaching party, such waiver will be limited to the particular breach so waived and shall not constitute a waiver of any breach hereunder.

X. Indemnification.

To the fullest extent allowable by the law, each party, their successors, and assigns shall hold harmless, indemnify, defend, and release the other party and their members, directors, officers, employees, agents, and contractors, successors and assigns from and against all suits, liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from or in any way connected with the other party's performance, attempted performance, or failure to perform in connection with this Agreement or other activities as described in the Agreement, including, but not limited to, any injury to or the death of any person or any damage to any property resulting from any act, omission, condition, or other manner related to this Agreement, regardless of cause, unless due to the negligence of any of the indemnified parties.

XI. Governing Law.

This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

XII. Notice.

All notices, reports, statements, requests, or authorizations required to be given hereunder shall be personally delivered or sent by first class mail to the Parties at the following addresses, unless a party has been notified of a change of address:

To: County of Passaic
Office of the County Administrator
401 Grand Street, Room 205
Paterson, NJ 07505

To: City of Clifton
Office of the City Manager
900 Clifton Avenue
Clifton, NJ 07013

XIII. Entire Agreement.

This Agreement contains all of the terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter.

XIV. Headings.

The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit any scope of any provision of this Agreement.

XV. Force Majeure.

If either parties' performance of any of the provisions of this Agreement become impossible due to Force Majeure, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

XVI. Amendments and Modifications.

This Agreement may be amended only by an instrument in writing signed by the Parties and effective as of the date stipulated therein. Moreover, for the amendment to be valid and binding on the Parties, it must be accompanied by a resolution authorizing same.

XVII. Agreement Filed with the New Jersey Division of Local Government Services.

Pursuant to N.J.S.A. 40A:65-4(b), Passaic County shall file this Agreement, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, together with an estimate of the cost savings anticipated to be achieved by the Counties.

XVIII. Authority.

By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained therein.

IN WITNESS of the foregoing provisions, the Parties have executed and delivered this Agreement as of the date set forth below:

Attest:

COUNTY OF PASSAIC

Louis E. Imhof, III
Clerk, Board of County Commissioners

Pasquale Lepore
Director, Board of County Commissioners

As to form and legality:

Nadege D. Allwaters, Esq.
Passaic County Counsel

Attest:

CITY OF CLIFTON

Nancy Ferrigno
City Clerk, City of Clifton

Raymond Grabowski
Mayor of the City of Clifton

CS
File No.: SSA-23-0046