

# Passaic County Board of Chosen Freeholders

OFFICE OF THE  
PASSAIC COUNTY FREEHOLDERS

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*Administrator*  
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*County Counsel*  
Louis E. Imhof, III, RMC  
*Clerk Of The Board*



## Public Meeting (Board Meeting)

Date: Feb 11, 2020 - 5:30 PM

Location: County Administration Building  
220  
401 Grand  
Paterson, NJ 07505

Agenda: RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND THE BOROUGH OF RINGWOOD ALLOWING THE COUNTY OF PASSAIC TO FUEL CERTAIN VEHICLES AT FUELING FACILITIES IN THE BOROUGH OF RINGWOOD, NEW JERSEY IN ACCORDANCE WITH N.J.S.A. 40A:65-1, ET SEQ. ALL AS NOTED IN THE RESOLUTION.

THIS RESOLUTION WAS REQUESTED BY:

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REVIEWED BY:

Anthony J. De Nova III  
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND LEGALITY:

Matthew P. Jordan, Esq.  
COUNTY COUNSEL

Administration and Finance  
COMMITTEE NAME

Official Resolution#	R20200116							
Meeting Date	02/11/2020							
Introduced Date	02/11/2020							
Adopted Date	02/11/2020							
Agenda Item	o-7							
CAF #								
Purchase Req. #								
Result	Adopted							
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.	RECU.
Lazzara	✓				✓			
Lepore	✓			✓	✓			
Akhter	✓				✓			
Bartlett	✓		✓		✓			
Best Jr.	✓				✓			
Duffy	✓				✓			
James	✓				✓			

PRES.= present ABS.= absent  
MOVE= moved SEC= seconded  
AYE= yes NAY= no ABST.= abstain  
RECU.= recuse

Dated: February 12, 2020

**RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND THE BOROUGH OF RINGWOOD ALLOWING THE COUNTY OF PASSAIC TO FUEL CERTAIN VEHICLES AT FUELING FACILITIES IN THE BOROUGH OF RINGWOOD, NEW JERSEY IN ACCORDANCE WITH N.J.S.A. 40A:65-1, ET SEQ.**

**WHEREAS**, the Board of Chosen Freeholders of the County of Passaic and the Borough of Ringwood are desirous of entering into a Shared Services Agreement to allow for certain Passaic County-owned vehicles to be fueled at Township fueling facilities; and

**WHEREAS**, pursuant to the Uniform Shared Consolidation Act (N.J.S.A. 40A:65-1 et seq.), public entities such as the County of Passaic and the Borough of Ringwood are encouraged to facilitate and improve services by use of shared services as a method of reducing local expenses funded primarily by property taxpayers; and

**WHEREAS**, the said Borough of Ringwood is offering the fueling services for a five (5) year period beginning on April 1, 2020 through April 1, 2025 with a four (4) one year renewal option; and

**WHEREAS**, pursuant to the terms and conditions as set forth in the attached agreement, the parties have agreed that the Borough will be entitled to be paid monthly for the actual cost of fuel plus a 10% administrative fee for the fuel used by the County (copy of proposed agreement attached hereto and made a part hereof); and

**WHEREAS**, this proposed arrangement was reviewed by the Freeholder Committee for Public Works at its January 29, 2020 meeting and recommended to the full Board for approval; and

**NOW, THEREFORE, LET IT BE RESOLVED**, by the Board of Chosen Freeholders of the County of Passaic that it hereby authorizes the execution of a Shared Services Agreement by and between the County of Passaic and the Borough of Ringwood to allow the County to fuel certain of its vehicles at the fueling facilities of the Township in conformity with the terms and conditions set out in the attached agreement.

**LET IT BE FURTHER RESOLVED**, that the Director and Clerk to the Board as well as the County Counsel are authorized to execute this agreement on behalf of the County of Passaic.

NA

February 11, 2020

## SHARED SERVICES AGREEMENT

*between the*

### COUNTY OF PASSAIC

*and*

### BOROUGH OF RINGWOOD

*for fueling services at the Borough's fueling stations*

**WHEREAS**, the County of Passaic (hereafter "County") is a corporate body politic of the State of New Jersey, with its principal offices located at 401 Grand Street, Room 205, Paterson, New Jersey and the Borough of Ringwood (hereafter "Borough") is a corporate body politic of the State of New Jersey, with its principal offices located 60 Margaret King Avenue, Ringwood, New Jersey (collectively referred to as the "Parties"); and

**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 unit 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 recognizes a need for and wishes to enter into a Shared Services Agreement (hereafter "Agreement") for the Borough to allow certain Passaic County Vehicles to fuel at the Borough facilities; and

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

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

1. **Term.** The Agreement shall for a one year period to commence on April 1, 2020 and remain in full force and effect for one (1) year, terminating March 31, 2020, unless terminated sooner as provided in Section 8.
2. **Project Description.** The Borough of Ringwood, shall allow certain Passaic County vehicles to fuel the Borough facilities as directed by the Borough of Ringwood Director of DPW.
3. **Responsibilities.**

a. **Passaic County Responsibilities.**

- i. On or before April 1, 2020, Passaic County Officials will provide the Borough of Ringwood DPW Director with a list of vehicles that will be the subject of this agreement;
- ii. The list will include vehicles make, model year, VIN and license plate number;
- iii. Passaic County will provide a list of County employees eligible to operate each vehicle;
- iv. These lists will be updated as needed and any changes will be promptly recorded with the Borough of Ringwood DPW Director;
- v. The Borough of Ringwood will provide the appropriate fuel ID and PIN number for each employee on the aforementioned list;
- vi. The DPW Director will direct Passaic County personnel to the appropriate fueling station at the proper location;
- vii. The Borough shall send monthly invoices to Passaic County for reimbursement of the actual cost of fuel and a 10% administrative fee;

**b. City of Clifton Responsibilities.**

- i. The Borough of Ringwood will provide the appropriate fuel ID and PIN number for each employee on the aforementioned list;
- ii. The DPW Director will direct Passaic County personnel to the appropriate fueling station at the proper location;
- iii. The Borough shall send monthly invoices to Passaic County for reimbursement of the actual cost of fuel and a 10% administrative fee.

**4. Compensation.**

- a. The Borough shall perform the services as described herein for a monthly average rate from the State of New Jersey Guideline;
- b. The Borough will invoice the County for services described herein at the monthly average rate set forth by the State of New Jersey;
- c. Payment shall be rendered to the Borough by the County within thirty (30) days of receiving an invoice from the Borough; and
- d. The Parties recognize that the County will make direct payments to the Borough under this Agreement. Should the Borough terminate this Agreement without performing its obligations hereunder, the Borough shall have no liability to the County for damages, direct or consequential. The Borough shall receive a prorated credit if the early

termination option is exercised, and be returned any monies paid for services that are no longer being rendered.

**5. 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.

**6. Employment Reconciliation.** No employees are intended to be transferred or terminated by virtue of this Agreement.

**7. Notice.** All notices, reports, statements, requests, or authorizations required to be give 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  
401 Grand Street, Room 205  
Paterson, NJ 07505  
Attn: Matthew P. Jordan, Esq., County Counsel

To: Borough of Ringwood  
60 Margaret King Avenue  
Ringwood, New Jersey 07456  
Attn: Scott Heck, Borough Manager-Public Works Director

**8. Termination.** Each party shall have the right to terminate this Agreement upon ninety (90) days' written notice served upon the Parties by Certified Mail, Return Receipt Requested.

9. **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.
10. **Assignment.** The County may not assign its rights or obligations under this Agreement without prior approval via resolution of the Ringwood Borough Council.
11. **Severability/Waiver.** 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. 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.
12. **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.
13. **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.
14. **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 County of Passaic, it must be accompanied by a resolution authorizing same.
15. **Options to Extend.** The Borough shall retain four (4) one (1) year options to extend the Agreement upon notice to the County sixty (60) days prior to its expiration by Certified Mail, Return Receipt Requested.
16. **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 I. Imhof  
Clerk, Board of Chosen Freeholders

\_\_\_\_\_  
Cassandra Lazzara  
Director, Board of Chosen Freeholders

**As to form and legality:**

\_\_\_\_\_  
Mathew P. Jordan, Esq.  
Passaic County Counsel

**Attest:**

**BOROUGH OF RINGWOOD**

\_\_\_\_\_  
Borough Clerk, Borough Clerk

\_\_\_\_\_  
Mayor, Borough of Ringwood