

Passaic County Board of Chosen Freeholders

OFFICE OF THE
PASSAIC COUNTY FREEHOLDERS

Director Theodore O. Best, Jr.
Deputy Director John W. Bartlett
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Administrator

William J. Pascrell, III, Esq.

County Counsel

Louis E. Imhof, III, RMC

Clerk Of The Board



Public Meeting (Board Meeting)

Date: Apr 12, 2016 - 5:30 PM

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

Agenda: RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND THE CITY OF PASSAIC TO UTILIZE THE COUNTY OF PASSAIC'S PRIVATE FIBER OPTIC NETWORK FOR HI-SPEED INTERNET SERVICES, ALL AS NOTED IN THE RESOLUTION

THIS RESOLUTION WAS REQUESTED BY:

REVIEWED BY:

Anthony J. De Nova III
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND LEGALITY:

William J. Pascrell, III, Esq.
COUNTY COUNSEL

Administration and Finance
COMMITTEE NAME

Official Resolution#		R20160255					
Meeting Date		04/12/2016					
Introduced Date		04/12/2016					
Adopted Date		04/12/2016					
Agenda Item		p-21					
CAF #							
Purchase Req. #							
Result		Adopted					
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.
Best Jr	✓				✓		
Bartlett		✓					
Duffy	✓			✓	✓		
James	✓				✓		
Lazzara	✓				✓		
Lepore	✓		✓		✓		
Lora		✓					

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

Dated: April 13, 2016

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
BY AND BETWEEN THE COUNTY OF PASSAIC AND THE CITY OF
PASSAIC TO UTILIZE THE COUNTY OF PASSAIC'S PRIVATE
FIBER OPTIC NETWORK FOR HI-SPEED INTERNET SERVICES**

WHEREAS the County of Passaic has constructed a private fiber optic network offering technology service that converges voice, data and radio communications and also allows a network of hi-speed internet services throughout Passaic County; and

WHEREAS since this network can provide computer services at a greatly reduced cost than that provided by private providers and offers a secure hi-speed internet service, the Board of Chosen Freeholders of the County of Passaic has offered the use of this fiber optic service to other public entities by entering into Shared Services Agreements which are authorized pursuant to the Uniform Shared Services & Consolidation Act (N.J.S.A. 40A:65-1 et seq.); and

WHEREAS the City of Passaic, a municipality in the County of Passaic, located at 330 Passaic Street, Passaic, New Jersey is desirous of entering into a Shared Services Agreement for use of the said fiber optic network for hi-speed internet services for the City's Municipal Complex for a five (5)-year period beginning April 1, 2016 through March 31, 2021 with a one (1) five (5)-year option at the rate of Five Hundred (\$500.00) Dollars per month for a yearly total of \$6,000.00 per year, as more particularly set out in the proposed Agreement which is attached hereto and made a part hereof; and

WHEREAS the Freeholder members of the Finance & Administration Committee reviewed this matter and are recommending that it be approved by the full Board.

NOW THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Passaic that it hereby authorizes a Shared Services Agreement by and between the County of Passaic and the City of Passaic to permit the said City to utilize the County of Passaic's private fiber optic network for hi-speed internet services for a five (5)-year period beginning April 1, 2016 to March 31, 2021 with one (1) five (5)-year option for the sum of \$6,000.00 per year at the facilities listed in the attached Agreement.

BE IT 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.

April 12, 2016

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SHARED SERVICES AGREEMENT

by and between the

COUNTY OF PASSAIC

and

CITY OF PASSAIC

for

INFORMATION TECHNOLOGY SERVICES

PREPARED BY:

The Office of the Passaic County Counsel
401 Grand Street, Room 214
Paterson, New Jersey 07505
Phone: (973) 881-4466
Fax: (973) 881-4072

FOR THE COUNTY OF PASSAIC
COUNTY CLERK
OFFICE OF THE COUNTY CLERK
COUNTY CLERK

SHARED SERVICES AGREEMENT – INFORMATION TECHNOLOGY SERVICES

THIS SHARED SERVICES AGREEMENT (hereafter “Agreement”), dated this 6th day of October, 2022, 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 Passaic, a body politic and corporate of the State of New Jersey (hereafter “City”), with its principal offices located at 330 Passaic Street, Passaic, New Jersey 07055.

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 unites 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 constructed a private fiber-optic network, offering technology services that converges voice, data, and radio communication onto a single infrastructure reducing the overall cost of information technology; and

WHEREAS, the private fiber-optic network allows the County to offer, among other services, hi-speed internet, wireless hot spots, and community web portals at a greatly reduced cost than private providers, saving money a providing a more secure hi-speed internet service; and

WHEREAS, the County and City agreed, pursuant to the terms and conditions as set forth in this Agreement, whereby the County will provide information technology services to the City, pursuant to applicable law; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the County and City 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, County and City agree to perform in accordance with the provisions, terms, and conditions set forth in this Agreement as follows:

I. TERM AND ADDITIONAL CONDITIONS.

- A. The Agreement shall be for five (5) years, commencing April 1, 2022 and expiring March 31, 2027. There shall be a mutual option to renew the agreement for an additional five (5) years, commencing April 1, 2027 and expiring March 31, 2032.
- B. Either the County or City shall be allowed to cancel the Agreement upon sixty (60) days' notice, without cause, to the other party.
- C. The County shall provide technical and maintenance support to the City as required for items outlined in this contract, with the County's Department of Information Technology serving as the main point of contact for the City. The County shall designate one (1) person and one (1) back-up person as its designated agent to the City.

III. SERVICES AND COMPENSATION.

- A. The County shall provide the following services to the City:
 - i. Fiber-optic connection to the County's private fiber-optic network.
 - ii. Internet services rendered through the County's private fiber-optic network to 330 Passaic Street, Passaic, New Jersey 07055, including the following: (1) 500 MBPS potential upstream; (2) 500 MBPS potential downstream; (3) 50 MBPS up/down guaranteed; (4) ten static IP addresses; and (5) technical support as carrier of internet services in the event of troubleshooting needs or connectivity issues associated with the County's private fiber-optic network.
 - iii. Three (3) virtual servers with the following capabilities: (1) replication to a secondary site; (2) on-demand disaster recovery; (3) hosting from a secondary site during the failure of the primary site; (4) multiple daily back-ups, retained for at least one year; (5) standard server specifications, including, but not limited to, a dual processor, 8 GB RAM, and 300 GB of storage per server. Should any additional processing or RAM resources be needed, they will be considered on a case by case basis. Any existing servers maintained by the County will not be changed from the current configuration, unless requested.
- B. The annual fee payable by the City to the County shall be twelve thousand six hundred and twenty five dollars (\$12,625.00), broken down as follows:

Server	Storage (GB)	Storage Cost	Yearly Maintenance	Total Yearly
SDL	\$650.00	\$1,750.00	\$1,000.00	\$2,750.00
TRON	\$625.00	\$1,625.00	\$1,000.00	\$2,625.00
THEGRID	\$625.00	\$1,625.00	\$1,000.00	\$2,625.00
Abraxas	\$300.00	\$0.00	\$1,000.00	\$1,000.00
Recognizer	\$825.00	\$2,625.00	\$1,000.00	\$3,625.00

- C. For any additional servers, there is an initial thirty five hundred dollar (\$3,500.00) set-up fee per server. Note, the first year's maintenance is being waived by the County as part of the initial server installation.

- D. If additional storage is required by the City on a server, the cost is five dollars (\$5.00) per GB of storage per year, more than 300 GB.
- E. The County shall send quarterly bills to the City detailing the amount due for information technology services, which shall be paid within ninety (90) days of receipt by the City. All payments made by the City shall be made to the "Treasurer, County of Passaic" and mailed to 401 Grand Street, Room 439, Paterson, New Jersey 07505.

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 the mediator shall be borne equally by the 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. The Parties shall share equally in the costs of 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.
- F. Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration, or litigation the amount due shall be determined, agreed, or adjudicated to be less than was actually so paid, then the County shall forthwith repay the excess.

IX. DEFENSE, INDEMNIFICATION, AND SUBROGATION.

To the fullest extent allowable by 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, or attempted performance, or failure to perform in connection with this Agreement or other activities as described in this 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.

X. EMPLOYMENT RECONCILIATION.

The County represents that no employees are intended to be discharged and that there will be no layoff of employees pursuant to this Agreement. However, if a reconciliation plan is at any time required as set forth under N.J.S.A. 40A:65-11, it shall be the responsibility of the County to prepare such plan, and, if required, to file same with the Civil Service Commission prior to commencement of services. In such case, the City will cooperate with County in the preparation and filing of the plan. The County hereby agrees to indemnify and hold the City harmless with regard to any litigation arising by virtue of any employee actions or other litigation arising by virtue of this Agreement with said indemnification to include reasonable attorney fees, if any, incurred by the County.

XI. NOTICES.

All notices, demand, consents, approvals, requests required or permitted to be given to or served upon the parties shall be in writing. Any such notice, demand, consent, approval, request, instrument, or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows

If to the County:

COUNTY OF PASSAIC
401 Grand Street, Room 205
Paterson, NJ 07505

With a copy to:

Passaic County Counsel
County of Passaic
401 Grand Street, Room 214
Paterson, New Jersey 07505

If to the City:

CITY OF PASSAIC
330 Passaic Street
Passaic, NJ 07055

IX. MISCELLANEOUS.

- A. Authorization. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.
- B. Assignment. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.

- C. Cooperation of the Parties. In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact known to the Party taking the action or omitting to take such action to be substantially averse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.
- D. Benefit/No Third Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership, or other entity shall be deemed a third party or other beneficiary of this Agreement.
- E. Complete Agreement. This Agreement sets forth the entire understanding of the Parties, and supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- G. Modification. This agreement may not be modified except in a writing executed by all Parties and resolutions authorizing same by the Parties governing bodies.
- H. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Passaic. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of canons requiring construction against the drafting party.
- I. No Waiver. The failure of a Party to insist on strict performance of any or all the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- J. Relationship of the Parties. Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation, or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

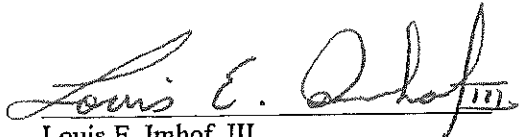
- K. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.
- L. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- M. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.
- N. Agreement Filed with the DLGS. Pursuant to N.J.S.A. 40A:65-4(b), the 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 Parties.

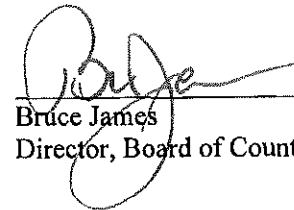
[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed and attested to by their proper corporate officers, and their respective seals to be affixed the day and year first written above.

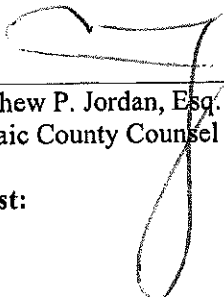
Attest:

COUNTY OF PASSAIC


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


Bruce James
Director, Board of County Commissioners

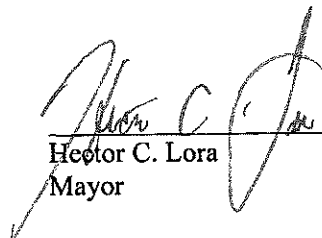
As to form and legality:


Matthew P. Jordan, Esq.
Passaic County Counsel

Attest:

CITY OF PASSAIC


Deputy Municipal City Clerk


Hector C. Lora
Mayor