

Passaic County Board of Chosen Freeholders

OFFICE OF THE
PASSAIC COUNTY FREEHOLDERS

Director Theodore O. Best, Jr.
Deputy Director John W. Bartlett
Terry Duffy
Bruce James
Cassandra "Sandi" Lazzara
Pasquale "Pat" Lepore
Hector C. Lora

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Paterson, New Jersey 07505
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Anthony J. De Nova III
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 WANAUKE BOARD OF EDUCATION 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#	R20160256						
Meeting Date	04/12/2016						
Introduced Date	04/12/2016						
Adopted Date	04/12/2016						
Agenda Item	p-22						
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
WANAQUE BOARD OF EDUCATION 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 Wanaque Board of Education, a Passaic County school district located at 973A Ringwood Avenue, Haskell (Wanaque, 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 two (2) of its schools 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 Committee for Administration & Finance at its March 23, 2016 meeting reviewed this matter and is 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 Wanaque Board of Education to permit the said Board 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



County of Passaic

Administration Building, Room 214
401 Grand Street • Paterson, New Jersey 07505-2023

WILLIAM J. PASCRELL, III
County Counsel

TEL: (973) 881-4466
FAX: (973) 881-4072

June 3, 2016

Nancy Di Bartolo
Business Administrator/
Board Secretary
Wanaque Board of Education
973A Ringwood Avenue
Haskell, New Jersey 07420

RE: Shared Services Agreement between County of
Passaic and Wanaque Board of Education for
Hi-Speed Internet Services

Dear Ms. Di Bartolo:

Enclosed herewith please find a fully executed copy of the above-referenced Shared Services Agreement for your file. Also enclosed is a copy of the County of Passaic Resolution R-2016-0256 dated April 12, 2016, which authorized this Agreement.

Very truly yours,

A handwritten signature in cursive script that reads "Michael H. Glovin".

Michael H. Glovin
Deputy County Counsel

MHG:dmp
Enclosures

Cc: Clerk to the Board
Finance Dept.

SHARED SERVICES AGREEMENT
BETWEEN
COUNTY OF PASSAIC AND WANAQUE BOARD OF EDUCATION
FOR
HI-SPEED INTERNET SERVICES

WHEREAS, the County of Passaic ("County") is a corporate body politic with its principal place of business located at 401 Grand Street, Paterson, New Jersey, 07505; and

WHEREAS, the Wanaque Board of Education ("Board") is a New Jersey school district located in the County, with its principal place of business located at Secretary, 973A Ringwood Avenue, Haskell, New Jersey 07420; and

WHEREAS, the County constructed a private fiber-optic network, offering technology services that converges voice, data, and radio communications 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 and providing a more secure hi-speed internet service; and

WHEREAS, the County and Board reached an agreement authorized by N.J.S.A. 40A:65-1, et seq. ("Uniform Shared Services and Consolidation Act"), whereby the County would provide hi-speed internet services to the Wanaque School District facilities, as outlined herein; and

NOW, THEREFORE, LET IT BE AGREED AND ACCEPTED AS FOLLOWS:

1. **TERM.** This agreement shall be for a five (5) year term taking effect April 1, 2016 and expiring March 31, 2021. The Board shall have the right to exercise one (1) five (5) year option upon sixty (60) days' notice to the County prior to the conclusion of the lease term.
2. **PROVISION OF SERVICES.** The County shall provide hi-speed internet services, as set forth in detail in *Appendix A* of this Agreement, to the Board at its two (2) school locations located at 973 Ringwood Avenue, Haskell, New Jersey 07042 ("Haskell Elementary") and 1 1st Street, Wanaque, New Jersey 07465 ("Wanaque Elementary").
3. **COMPENSATION.** The County shall charge the Board five hundred dollars (\$500.00) per month, for a total yearly cost of six thousand dollars (\$6,000.00). The County shall invoice the Board on the first business day of each month and payment must be rendered within thirty (30) days of the billing.
4. **DESIGNATED AGENT.** The County shall provide technical and maintenance support to the Board as required, with the County MIS Department serving as the main point of contact for the Board. The County shall designate one (1) person and one (1) backup person to serve as its designated agent to the Board.

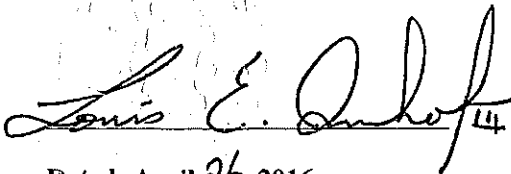
5. **DEDICATED MAINTENACE FUND.** The County shall deposit all monies collected from the Board into a dedicated fund used solely for the maintenance and repaid of the private fiber system.
6. **NOTICES.** All notices required by this Agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested, to the following person:
 - a. *AS TO THE BOARD:* Wanaque Board of Education, Board Secretary, 973A Ringwood Avenue, Haskell, New Jersey 07420
 - b. *AS TO THE COUNTY:* County of Passaic, Administrator, 401 Grand Street, Room 205, Paterson, New Jersey 07505.
7. **INDEMNIFICATION.** The County shall indemnify, hold harmless, and defend the Board, its elected and appointed officials, employees, officers, and agents against all liability, claims, suits, losses, damages, costs, and demands on account of bodily injury, death or property damage, arising out of or connected with the performance of any service authorized by this Agreement. However, the County shall not indemnify, hold harmless, and defend the Board, its elected and appointed officials, employees, officers, and agents for breaches or other claims, suits, losses, damages, costs caused by same.
8. **ENTIRE AGREEMENT/AMENDMENTS.** The parties acknowledge and agree that this writing constitutes the only and entire Agreement between the parties and supersedes any prior written agreements, and shall be authorized by Resolution adopted by the Passaic County Board of Chosen Freeholders and the Wanaque Board of Education.
9. **INTERPRETATION/CONSTRUCTION.** The parties agree that this Agreement was prepared under authority of the State of New Jersey and therefore shall be interpreted by the laws of this State.
10. **DISPUTE RESOLUTION.** The parties shall be mandated to negotiate any disputes of the Agreement directly. If a solution cannot be agreed and an impasse is reached, the dispute arising out of this Agreement shall be submitted for arbitration to the American Arbitration Association to be adjudicated pursuant to the rules and procedures of that organization. All decisions of the Arbitrators shall be binding upon the parties and may be docketed in any Court of competent jurisdiction as provided by Court Rule.
11. **ASSIGNMENT.** The rights, duties, and obligations of this Agreement may not be assigned without either party's written consent.
12. **NON-WAIVER.** It is agreed that a failure or delay in the enforcement of any provisions of this Agreement by either party shall not constitute a waiver of those provisions.
13. **SEVERABILITY.** If any provision or provisions of this Agreement is determined to be invalid or contrary to New Jersey law, only those provisions shall be struck and the remaining provisions of this Agreement shall survive.

14. **FUNDING.** This Agreement is subject to the availability and appropriation of sufficient funds in the fiscal years in which the services are provided.
15. **FORCE MAJEUR.** In the event that any party is unable to perform any of the services provided hereunder or to keep any covenants by reason of labor strikes or any other causes beyond the reasonable control of that party, including but not limited to, governmental action or preemption, act of God, war or civil unrest, then that party shall be relieved of its obligation provided a reasonable extension to complete the obligation or service.
16. **TERMINATION.** This Agreement shall expire on March 31, 2021, unless extended beyond or terminated before that date upon prior mutual agreement of the parties. The Agreement may be terminated by either party upon one hundred and twenty (120) days prior written notice.
17. **INDEPENDENT PUBLIC AGENCIES.** The parties acknowledge and agree that they are associated for only the purposes set forth in this Agreement and each is a public agency, separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create liability for one party whatsoever with respect to indebtedness, liabilities, and obligations of the party beyond what may be required by general law.
18. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Agreement has the full power and authority to enter into this Agreement and that this Agreement has been duly authorized by the appropriate resolution of each entity.

IN WITNESS WHEREOF, each party has executed this Agreement and affixed its corporate seal on the date indicated. By executing this agreement, each party acknowledges that said execution has been duly authorized by a property Resolution of the governing body.

ATTEST:

COUNTY OF PASSAIC

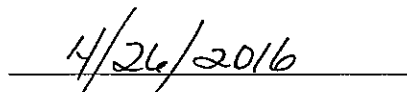

 Louis E. D'Amico

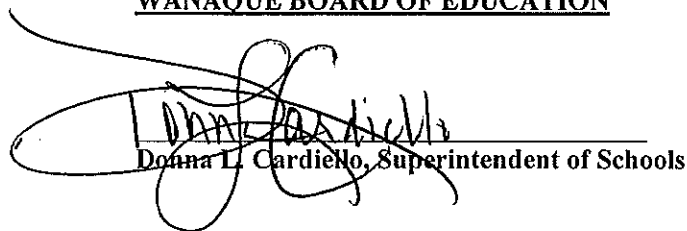

 Theodore "TJ" Best, Director

Dated: April 26, 2016

ATTEST:

WANAQUE BOARD OF EDUCATION


 4/26/2016


 Donna L. Cardello, Superintendent of Schools

Dated: April 26, 2016

APPENDIX A

The County, as outlined herein, shall provide the following services:

1. Six (6) strands of dark fiber between Wanaque School and Haskell School on Ringwood Avenue. Two (2) of these fibers to be utilized by county equipment to monitor the link.
2. One (1) fiber connection from a County router in Haskell School to 401 Grand Street to be utilized for county monitoring and future connections to other county services and networks
3. One (1) fiber connection from the county router in Haskell School to the Procurement Center to be utilized for county monitoring and future connections to other county services and networks
4. A county-managed router at Haskell school to be used for monitoring, and to pass data between the schools should the Wanaque Board of Education desire.
5. A county-managed router at Wanaque School to be used for monitoring, and to pass data between the schools should the Wanaque Board of Education desire.

WANAQUE BOARD OF EDUCATION – REGULAR MEETING – April 26, 2016

FINANCE/BUDGET

BE IT RESOLVED, that the Wanaque Board of Education, upon the recommendation of the Superintendent of Schools and the Business Administrator/Board Secretary, approves the following finance/budget resolution:

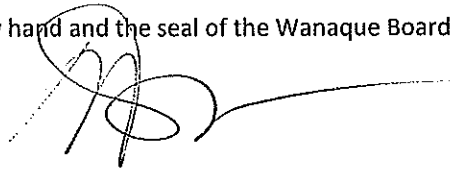
- Pursuant to PL 2016, Chapter 47 the Wanaque Board of Education approves the Shared Services Agreement with the County of Passaic for Hi-Speed Internet Services for a 5 year term taking effect April 1, 2016 and expiring March 31, 2021 at a monthly rate of \$500.00, for a total yearly cost of \$6,000.00.

Finance/Budget #5

MOTION: Ms. Imbasciani		SECOND: Mr. Strobel		
BOARD MEMBER	YES	NO	ABSTAIN	
Ms. Demetriou (Angela)	X			
Ms. Imbasciani (Dana)	X			
Ms. Liautaud-Watkins (Danielle)	X			
Mr. McFarlane (Richard)	X			
Ms. Nitkinas (Jill)	X			
Mr. Paster (Tom)	X			
Mr. Strobel (Charles)	X			
Mr. Velante (Jason)	X			
Mr. Barnhardt (Robert)	X			

I, Nancy Di Bartolo, Business Administrator and Board Secretary of the Wanaque Board of Education, hereby certify that the foregoing is a true copy of a motion duly adopted by said Board at a Regular Meeting held on April 26, 2016.

IN WITNESS WHEREOF, I have set my hand and the seal of the Wanaque Board of Education, April 27, 2016.



Nancy Di Bartolo
Business Administrator/Board Secretary
Wanaque Board of Education