

# County of Passaic

## Board of County Commissioners



### OFFICE OF COUNTY COMMISSIONERS

Director Pasquale "Pat" Lepore  
Deputy Director John W. Bartlett  
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Terry Duffy  
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Bruce James  
Cassandra "Sandi" Lazzara

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Matthew P. Jordan, Esq.  
Administrator  
Nadege D. Allwaters, Esq.  
County Counsel  
Louis E. Imhof, RMC  
Clerk Of The Board

Date: Dec 12, 2023 - 5:30 PM

Agenda: RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE CITY OF PATERSON BOARD OF EDUCATION FOR ROCK SALT STORAGE AND DELIVERY FACILITY PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.

THIS RESOLUTION WAS REQUESTED BY:  
ROADS DIVISION

REVIEWED BY:

Matthew P. Jordan, Esq.

APPROVED AS TO FORM AND LEGALITY:

Nadege D. Allwaters, Esq.

<b>Official Resolution#</b>	
Meeting Date	12/12/2023
Introduced Date	12/7/2023
Adopted Date	
Agenda Item	69.
CAF#	
Purchase Req. #	
Result	

Public Works

COMMITTEE NAME

**RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE CITY OF PATERSON BOARD OF EDUCATION FOR ROCK SALT STORAGE AND DELIVERY FACILITY PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.**

**WHEREAS**, the County of Passaic (hereafter “County”) is a body politic and corporate pursuant to N.J.S.A. 40:18-1 and vested with all rights contained therein; and

**WHEREAS**, pursuant to N.J.S.A. 40:20-1 the Board of County Commissioners of the County of Passaic (hereafter “Board”) is vested with managing the property, finances, and affairs of the County; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes the County to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its jurisdiction; and

**WHEREAS**, on November 20, 2018, the Board approved Resolution No., R2018941 authorizing a shared service agreement between the County of Passaic and the City of Paterson Board of Education for rock salt storage and delivery for up to five years; and

**WHEREAS**, the Supervisor of Roads is recommending a new shared service agreement between the County of Passaic, and the City of Paterson Board of Education for the delivery, storage, loading, and pickup of Rock Salt for five (5) years beginning on November 30, 2023, and expiring on November 19, 2028, which the terms of said agreement are made a part of and attached to this resolution; and

**WHEREAS**, this matter was discussed at the November 29, 2023, meeting of the Public Works Committee and is being recommended to the Board for approval.

**NOW, THEREFORE, LET IT BE RESOLVED**, pursuant to N.J.S.A. 40A:65-1, et seq. that the Shared Services Agreement between the County of Passaic and the City of Paterson Board of Education for the delivery, storage, loading, and pickup of Rock Salt for five (5) years beginning on November 30, 2023, and expiring on November 19, 2028, which terms are made a part of and attached to this resolution.

**LET IT BE FURTHER RESOLVED**, that the Clerk to the Board, County Counsel, and Director of the Board are authorized to take any other action necessary to carry out the purposes of this resolution.

PCR

December 12, 2023

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**SHARED SERVICES AGREEMENT**

*by and between the*

**COUNTY OF PASSAIC**

*and*

**CITY OF PATERSON BOARD OF EDUCATION**

*for delivery, storage, loading, and pickup of rock salt*

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**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

**THIS SHARED SERVICES AGREEMENT** (hereafter, this “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 the “County”), with its principal offices located at 401 Grand Street, Room 205, Paterson, New Jersey 07505 and the City of Paterson Board of Education, a body politic and corporate of the State of New Jersey (hereafter the “Board”), with its principal offices located at 90 Delaware Avenue, Paterson New Jersey 07503 (collectively referred to as the “Parties”).

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**, both the County and the Board seek to have a common facility for rock salt delivery, loading, pickup, and storage; and

**WHEREAS**, both the County and Board have reviewed the advantages of sharing the loading or rock salt storage as a joint venture and have agreed that such an arrangement would result in significant cost savings if shared; and

**WHEREAS**, the County and Board have agreed to enter into a Shared Service Agreement that includes the Board storing rock salt, in conjunction with the County, for up to a five (5) lease, as long as the salt storage building remains active, and allow the Board to have access to the property and use the facility; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-5, the County and Board 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 Paterson Board of Education 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. **Project Description.** The County and Board have agreed to share the responsibilities for the delivery loading, pickup, and storage of rock salt in accordance with the following terms and conditions:
  - i. The Board will notify the County Supervisor of Roads or designated contact person of the rock salt delivery, approximate time, and quantity.

Notwithstanding, the annual storage amount must not exceed 400 tons of rock salt at any given time.

- ii. The Board will provide a copy of the rock salt delivery ticket to the County of roads or a designated contact person after each completed delivery.
- iii. All rock salt deliveries will be held in the salt storage dome located at the Paterson Garage, 307 Pennsylvania Avenue, Paterson, New Jersey, on delivery, by the Passaic County Road Department personnel.
- iv. The Board will provide detailed records (Rock Salt Delivery Log) of all rock salt deliveries and quantity taken by the m share a facility for the delivery, storage, loading, and pickup of rock salt for a period of five (5) years.
- v. The Board will provide to the County the time, date, vehicle license plate number, and quantity of salt taken from the storage dome.
- vi. All rock salt will be loaded into municipal vehicles by Passaic County Road Department personnel.
- vii. On notification to the County of Passaic, for whatever reason, is unable to have their personnel available to load the rock salt, the name of a qualified and approved Equipment Operator from the Board who will load said rock salt must be given, within 24 hours of their arrival, to the County Supervisor or Roads or designated contact person.

III. **Term.** This Agreement will be for five (5) years beginning on December 1, 2023, and expiring on December 1, 2027.

IV. **Limitation of Delegation of Authority.**

- a. To the extent this Agreement constitutes a delegation of authority by the County, this Agreement will 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 the City nor the County intends 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 the City pursuant to this Agreement.

V. **Compliance with Laws and Regulations.**

City 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 that 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 the formal written notice to the other party.

VI. **Insurance.**

At all times during the term of this Agreement, the City will maintain all necessary and appropriate insurance policies with respect to the services to be performed pursuant to this Agreement; and will 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 will further maintain appropriate insurance as to its own actions relative to this Agreement.

VII. **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 will be borne equally by both Parties.
- b. **Procedure.** The Mediator will 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 ongoing relationship with either Party. The Mediator will have full discretion as to the conduct of the mediation. Each party will participate in the Mediator's program to resolve the dispute until and unless the Parties reach an 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 will be empowered to render a binding decision.
- d. **Judicial Proceedings.** On 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 will 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.

VIII. **Severability/Waiver.**

- a. All agreements and covenants contained herein are severable, and in the event any of them will be held to be invalid by any competent court, this Agreement will 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 will 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 will not constitute a waiver of any breach hereunder.

IX. **Indemnification.**

To the fullest extent allowable by the law, each party, their successors, and assigns will hold harmless, indemnify, defend, and release the other party and their members, directors, officers, employees, agents, 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.

X. **Governing Law.**

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

XI. **Notice.**

All notices, reports, statements, requests, or authorizations required to be given hereunder will 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, New Jersey 07505  
Attn: Kenneth A. Simpson, CPWM

To: City of Paterson Board of Education  
90 Delaware Avenue,  
Paterson, New Jersey 07505  
Attn: Khalifah Shabazz

XII. **Entire Agreement.**

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

XIII. **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.

XIV. **Force Majeure.**

If either Parties' performance of any of the provisions of this Agreement becomes 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.

XV. **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.

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

Pursuant to N.J.S.A. 40A:65-4(b), Passaic County will 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.



XVII. **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  
Commissioners

\_\_\_\_\_  
Pat Lepore  
Director, Board of County

**As to form and legality:**

\_\_\_\_\_  
Nadege D. Allwaters, Esq.  
Passaic County Counsel

**Attest:  
EDUCATION**

**CITY OF PATERSON BOARD OF**

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Dr. Laurie Newell  
Superintendent