
SHARED SERVICES AGREEMENT

by and between the

COUNTY OF PASSAIC

and

TOWNSHIP OF WEST MILFORD

for fueling service at the Township's fueling stations

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 Township of West Milford, a body politic and corporate of the State of New Jersey (hereafter the “Township”), with its principal offices located at 1480 Union Vallet Road, West Milford, New Jersey 07480 (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, the County wants to enter into a Shared Services Agreement with the Township to fuel Passaic County vehicles at the Township’s fueling facilities; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the County and Township 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 Township of West Milford 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 Township of West Milford will allow certain Passaic County vehicles to fuel at the Township fueling facilities as directed by the Township’s Director of Department of Public Works.
- III. **Term.** This Agreement will begin, retroactively, on December 31, 2022, and expire on November 30, 2024, unless otherwise specified under Section Eight (8) of this Agreement.
- IV. **Compensation.**
 - a. The Township will perform the services as described herein for a monthly average rate from the State of New Jersey Guidelines.

- b. The Township will invoice the County for services described herein at the monthly average rate set forth by the State of New Jersey.
- c. Payment will be tendered by the County to the Township within thirty (30) days of the County receiving an invoice from the Township.
- d. The Parties recognize that the County will make direct payments to the Township under this Agreement. Should the Township terminate this Agreement without performing its obligations hereunder, the Township will have no liability to the County for damages, directly or consequential. The Township will receive a prorated credit if the early termination option is exercised returned any monies paid for services that are no longer being rendered.

V. **Responsibilities of the County**

- i. On or before January 1, 2024, the County will provide the Township with a list of vehicles that will be the subject of this Agreement.
- ii. The list will include vehicle make, model year, VIN, and license plate number.
- iii. The County will provide a list of designated names of all the County employees eligible to operate each vehicle referenced herein.
- iv. The County will update the list, as needed, and all changes will be promptly reported to the Township” DPW director.

VI. **Responsibilities of the Township**

- i. The Township will assign a fuel ID and PIN to each employee named by the County who is eligible to operate vehicles.
- ii. The DPW Director will direct County personnel to the appropriate fueling station at the proper location(s).
- iii. The Township will send monthly invoices to the County for reimbursement of the actual cost of fuel and a 10% administration fee.

VII. **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 Township 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 Township pursuant to this Agreement.

VIII. **Compliance with Laws and Regulations.**

Township 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.

IX. **Insurance.**

At all times during the term of this Agreement, the Township 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.

X. **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.

XI. **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.

XII. **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.

XIII. **Termination.**

Each party will have the right to terminate this Agreement on ninety (90) days' written notice served on the Parties by Certified Mail, Return Receipt Requested.

XIV. **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.

XV. **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: Nadege D. Allwaters, Esq., County Counsel

To: Township of West Milford
1480 Union Valley Road
West Milford, New Jersey 07480
Attn: Fred Semrau, Esq., Counsel for the Township of West Milford

XVI. **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.

XVII. **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.

XVIII. **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.

XIX. **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.

XX. **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.

XXI. **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

John W. Bartlett, Esq.
Director, Board of County Commissioners

As to form and legality:

Nadege D. Allwaters, Esq.
Passaic County Counsel

Attest:

TOWNSHIP OF WEST MILFORD

Bill Senande
Township Clerk

Michele Dale
Mayor