
SHARED SERVICES AGREEMENT

by and between the

COUNTY OF PASSAIC

and the

BOROUGH OF WANAQUE

for

**HI-SPEED INTERNET SERVICES
FROM THE PASSAIC COUNTY FIBER-OPTIC NETWORK**

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 ("Agreement"), made and entered into on this day _____ of _____, 2025, by and between the County of Passaic, a body politic and corporate of the State of New Jersey ("County"), with its principal offices located at 401 Grand Street, Room 214, Paterson, New Jersey 07505 and the Borough of Wanaque, a body politic and corporate of the State of New Jersey ("Borough"), with its principal offices located at 579 Ringwood Avenue, Wanaque, New Jersey 07465. The County of Passaic and the Borough of Wanaque shall be collectively referred to as the "Parties" throughout the Agreement.

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(s) to provide or receive any services that each local unit participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-4; 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, allowing 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 for interested municipalities and boards of education in Passaic County; and

WHEREAS, the County has been awarded a Local Efficiency Achievement Program Implementation Grant by the New Jersey Department of Community Affairs, Division of Local Government Services, in the amount of two hundred thousand dollars (\$200,000.00), to support shared services agreements for the provision of fiber-optic internet service at municipal facilities within participating municipalities; and

WHEREAS, the County and Borough wish to enter into a shared services agreement for the Borough to purchase hi-speed internet from the County, saving money for the municipality and providing a more secure hi-speed internet service for its municipal operations; and

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

NOW, THEREFORE, in consideration of the mutual terms set forth herein, the County and Borough agree as follows:

- I. Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference.
- II. Term.** The term of this Agreement shall be five (5) years, commencing on January 1, 2026 and terminating on December 31, 2030, unless terminated sooner as provided in Article VIII of this Agreement.
- III. Project Description.** The County shall provide hi-speed internet services, as set forth in Article IV of this Agreement, to the Borough's municipal building located at 579 Ringwood Avenue, Wanaque, New Jersey 07465.

IV. Provision of Services. The County shall provide the following hi-speed internet services through its private fiber optic network to the Borough's facilities at 579 Ringwood Avenue, Wanaque, New Jersey 07465:

- a. One (1) GB potential upstream;
- b. One (1) GB potential downstream;
- c. Fifty (50) MBPS up/down guaranteed;
- d. Six (6) static IP address; and
- e. Associated County support as internet carrier in the event of troubleshooting needs or connectivity issues associated with the County's Fiber Network.

V. Compensation.

- a. The County shall perform the services as described herein for a yearly annual rate of six thousand dollars (\$6,000.00);
- b. The County will invoice the Borough for services described on a monthly basis, at a rate of five hundred dollars (\$500.00) per invoice;
- c. Payment shall be rendered to the County by the Borough within thirty (30) days of receiving an invoice from the County; and
- d. The Parties recognize that the County is making no direct payments to the Borough under this Agreement. Should the County terminate this Agreement without performing its obligations hereunder, the County shall have no liability to the Borough 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.

VI. 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.
- VII. **Employment Reconciliation.** No employees are intended to be transferred or terminated by virtue of this Agreement.
- VIII. **Termination.** Either Party shall have the right to terminate this Agreement upon ninety (90) days' written notice served upon the other Party via certified mail (return receipt requested).
- IX. **Option to Extend.** The Borough shall retain one (1) option to extend this Agreement for an additional five (5) year term, from January 1, 2031 to December 31, 2035, which the Borough may exercise by providing written notice to the County via certified mail (return receipt requested) no later than November 1, 2030.
- X. **Compliance with Laws and Regulations.** The Borough 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 which may be applicable to its performance of the services described in this Agreement.
- XI. **Indemnification.** To the fullest extent allowable by the law, each Party to this Agreement, 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 otherwise related to this Agreement, regardless of cause, unless due to the negligence of any of the indemnified Parties.
- XII. **Insurance.** At all times during the term of this Agreement, the Borough shall maintain all necessary and appropriate insurance policies with respect to the services to be performed under this Agreement, shall name the County as an additional insured, and will deliver to the County a certificate of insurance prior to the commencement of services. The County shall further maintain appropriate insurance as to its own actions relative to this Agreement.
- XIII. **Assignment.** The County may not assign its rights or obligations under this Agreement without prior approval via resolution of the Borough Council.
- XIV. **Force Majeure.** If performance of any provision of this Agreement becomes impossible due to Force Majeure, the affected 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. Severability.** If any of the provisions, terms or clauses of this Agreement are declared illegal, unenforceable, or ineffective by a court of competent jurisdictions, such provisions, terms and clauses shall be deemed severable, such that the other provisions, terms and clauses contained in this Agreement shall remain valid and binding on all Parties.
- XVI. Waiver.** No waiver of any fault shall constitute a waiver of any default or breach whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel or otherwise.
- XVII. Notice.** All notices, reports, statements, requests, or authorizations required to be given 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
Office of the County Administrator
401 Grand Street, Room 205
Paterson, NJ 07505
Attn: Matthew P. Jordan, Esq., County Administrator
- To: Borough of Wanaque
579 Ringwood Avenue
Wanaque, New Jersey 07465
Attn: Robert G. Hermansen, Borough Administrator
- XVIII. 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.
- XIX. Entire Agreement.** This Agreement contains all 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 of this Agreement.
- XX. Headings.** The Article and Section headings in this Agreement are included for reference only and are not intended to define or limit any scope of any provision of this Agreement.
- XXI. 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. For any amendment to be valid and binding on the Parties, it must be accompanied by a resolution authorizing same.
- XXII. Agreement Filed with the New Jersey Division of Local Government Services.** Pursuant to N.J.S.A. 40A:65-4(b), the Borough 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 Borough.
- XXIII. Authority.** By the signatures below, the Parties execute this Agreement and confirm they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained therein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their proper and duly considered officials as of the date first written above.

Attest:

COUNTY OF PASSAIC

Louis E. Imhof III, Clerk
Board of County Commissioners

Pasquale Lepore, Director
Board of County Commissioners

AS TO FORM AND LEGALITY:

Nadege D. Allwaters, Esq.
Passaic County Counsel

Attest:

BOROUGH OF WANAQUE

Leena Abaza, Municipal Clerk
Borough of Wanaque

Daniel Mahler, Mayor
Borough of Wanaque