

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: City of Passaic COUNTY: Passaic County

RECIPIENT: Passaic Board of Education COUNTY: Passaic County

BRIEF DESCRIPTION OF SERVICE:

Resolution No. 17-02-054
RESOLUTION 2017-2018 RESOLUTION AUTHORIZING A SHARED SERVICE
AGREEMENT WITH PASSAIC BOARD OF EDUCATION FOR USE OF SCHOOL
AND CITY FACILITIES

EFFECTIVE DATE: July 1, 2017

EXPIRATION DATE: June 30, 2018

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT one year

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**CITY OF PASSAIC
RESOLUTION # 17-02-055**

**2017-2018 RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT WITH
PASSAIC BOARD OF EDUCATION FOR EMERGENCY USE OF SCHOOL
BUILDINGS AND FACILITIES**

WHEREAS, City of Passaic and Passaic Board of Education wish to enter into a Shared Services Agreement for the emergency use of Board of Education buildings and facilities pursuant to N.J.S.A. 40A:65-1, et seq.; and

WHEREAS, under the Shared Service Agreement, the Board of Education will permit the City of Passaic to utilize School # 6 and School #19 as emergency shelters; and

WHEREAS, the term of the Shared Service Agreement shall commence on July 1, 2017 and expire on June 30, 2018.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Passaic that the City of Passaic is hereby authorized to enter into the a Shared Services Agreement with Passaic Board of Education for the emergency use of Board of Education buildings and facilities subject to the terms and conditions thereof; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk shall execute the Shared Services Agreement attached hereto; and

BE IT FURTHER RESOLVED that copies of this Resolution and a copy of the executed Shared Services Agreement shall be forwarded to Passaic Board of Education to commence the Shared Services Agreement; and

BE IT FURTHER RESOLVED that a copy of this Resolution and a copy of the executed Amended Shared Services Agreement shall be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4.

INTRODUCED BY COUNCILPERSON: JOSE GARCIA

SECONDED BY COUNCILPERSON: DANIEL SCHWARTZ

Record of Council Vote on Final Passage	Aye	Nay	Abstain	Absent
GARCIA, J.	x			
MELO, T	x			
LOVE, T			x	
MUNK, C.	x			
POLANCO, Z.			x	
SCHAER, G.	x			
SCHWARTZ, D.	x			

ADOPTED ON: FEBRUARY 21, 2017

Gary S. Schaer, Council President

Amada Curling, City Clerk

**2017-2018 SHARED SERVICES AGREEMENT BETWEEN CITY OF PASSAIC AND
PASSAIC BOARD OF EDUCATION FOR EMERGENCY USE OF SCHOOL
BUILDINGS AND FACILITIES**

AGREEMENT made on this 4 of June 2018, by and between **CITY OF PASSAIC**, a Municipal Corporation of the State of New Jersey ("Passaic"), having an office at 330 Passaic Street, Passaic, New Jersey 07055 and **PASSAIC BOARD OF EDUCATION**, a Public Corporation of the State of New Jersey ("BOE"), having an office at 101 Passaic Avenue, Passaic, New Jersey 07055.

RECEIVED
2018 MAY -3 A 11:11
CITY CLERK'S OFFICE
PASSAIC, N.J.

WITNESSETH

WHEREAS, Passaic and BOE seek to enter into a Shared Services Agreement under and pursuant to N.J.S.A. 40A:65-1 et. seq. for the emergency use of certain school buildings and facilities; and

WHEREAS, the City Council of the City of Passaic has adopted a Resolution authorizing this Shared Services Agreement; and

WHEREAS, this Shared Service Agreement is contingent upon the BOE also passing a Resolution authorizing execution of same.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, Passaic and BOE hereby agree as follows:

1. The BOE will permit Passaic to utilize Dr. Martin Luther King Jr. School # 6, 85 Hamilton Avenue, Passaic New Jersey and Daniel F. Ryan School #19, 320 Highland Avenue, Passaic, New Jersey as emergency shelters on an as-needed basis at no cost to Passaic.

WHEREAS, the term of the Shared Service Agreement shall commence on July 1, 2017 and expire on June 30, 2018.

2. The City hereby agrees to obtain general liability insurance in the amount of one million dollars (\$1,000,000.00) naming the BOE as an additional insured covering any and all loss whatsoever, be it property damage or bodily injury, arising out of the use of the Premises by the City under this Shared Service Agreement. The City shall present the BOE with a Certificate of Insurance indicating such coverage is in effect.

3. The City also agrees to indemnify and hold harmless the BOE and its agents, servants, employees and administrators from any and all claims, lawsuits or other liability arising out of the use of said Premises under this Shared Service Agreement.

4. The term of the agreement shall be for one (1) year commencing on July 1, 2017 and expiring on June 30, 2018. Either party can cancel this agreement upon thirty (30) days written notice to the other party. Such notice shall be delivered by Certified Mail, return receipt requested, to the address specified in paragraph 8.

5. The parties agree that the consideration set forth in this Agreement shall remain in full force and effect for the entire term of the Agreement, regardless of any and all increases in costs to the City for labor, materials, and equipment, as well as any taxes that may now be, or may be in the future, assessed against the parties in connection with the parties' responsibilities under this Agreement and regardless of whether such increased costs occur as a result of any rule, regulation, statute or requirement of any governmental agency or otherwise.

6. The parties shall comply with the Affirmative Action Requirements set forth in Exhibit "A" attached hereto and incorporated herewith, and shall supply the Municipality with the appropriate evidence of compliance.

7. The parties shall keep the work under its control and shall not assign, transfer, sublet or otherwise dispose of this Agreement or any right to responsibility hereunder, without

previous consent in writing by the City and BOE. The parties shall not assign, in any way, the monies due or to become due under this Agreement, unless by and with the like consent or Passaic and BOE. Consent by Passaic and BOE of an assignment of this Agreement shall not, in any way, release the parties from their covenants, conditions and terms of this Agreement and duties imposed hereunder.


8. Any notices required pursuant to the terms of this Shared Service Agreement shall be sent by Certified Mail return receipt requested to the following address:

BOE:

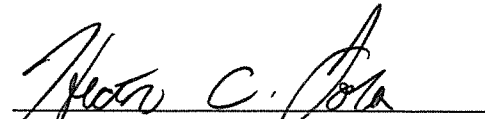
City: Ricardo Fernandez,
Business Administrator
330 Passaic Street
Passaic, New Jersey 07055

IN WITNESS WHEREOF, the parties hereto have caused this Shared Services Agreement to be executed the day and year first written above.

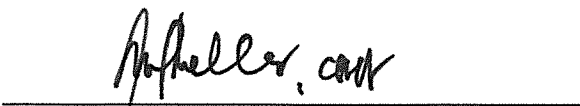
WITNESS:


Amada Curling, City Clerk

CITY OF PASSAIC


Hector C. Lora, Mayor

WITNESS:


Erlinda R. Arellano, CPA, PSA
School Business Administrator/
Board Secretary

BOARD OF EDUCATION


Peter T. Rosario
Board President

EXTRACT FROM THE MINUTES OF A MEETING OF THE BOARD OF EDUCATION OF THE CITY OF PASSAIC, PASSAIC COUNTY, N.J., AS RECORDED IN THE OFFICIAL MINUTE BOOK

**Approval to Enter into a Shared Services Agreement with the City of Passaic -
Emergency Use of School Buildings and Facilities**

Recommends that the Passaic Board of Education authorizes entering into a Shared Services Agreement with the City of Passaic, 330 Passaic Street, Passaic, NJ, permitting the City of Passaic to utilize School No. 6 and School No. 19 as emergency shelters. The term of the agreement is July 1, 2017 through June 20, 2018.

I, Erlinda R. Arellano, Secretary of the Board of Education of the City of Passaic in the County of Passaic, State of New Jersey, hereby certify that the foregoing extract from the minutes of the meeting of the Passaic Board of Education duly called and held on March 27, 2017 recorded in my office in the minutes book of said Passaic Board of Education is a true, complete copy thereof and of the whole of said original minutes so far as the same related to the subject matter referred to in said extract. I witness I have hereunto set my hand and affixed the corporate seal in the Passaic Board of Education this 6th day of June, 2018.



Erlinda R. Arellano, CPA, PSA
School Business Administrator/Board Secretary

RECORDED
CITY CLERK
2018 JUN 12 A 9 34
PASSAIC