

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: City of Clifton COUNTY: Passaic

RECIPIENT: City of Passaic COUNTY: Passaic

**BRIEF DESCRIPTION OF SERVICE:**

18-02-080 RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN THE CITY OF PASSAIC AND THE CITY OF CLIFTON FOR THE PROVISION OF HEALTH OFFICER SERVICES, HEALTH EDUCATION AND GRANT OVERSIGHT 2018

EFFECTIVE DATE: January 1, 2018

EXPIRATION DATE: December 31, 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](mailto: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 NO. 18-02-080**

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN  
THE CITY OF PASSAIC AND THE CITY OF CLIFTON FOR THE PROVISION  
OF HEALTH OFFICER SERVICES, HEALTH EDUCATION AND GRANT  
OVERSIGHT 2018**

WHEREAS; the City of Passaic and the City of Clifton wish to enter into a Shared Services Agreement for the provision of Health Officer, Health Education and Grant oversight services pursuant to N.J.S.A. 40A:65-1, et seq., and

WHEREAS, the City of Clifton has agreed to provide the City of Passaic with Health Officer, Health Education and Grant oversight services as set forth in the attached Shared Services Agreement for a period from January 1, 2018 through December 31, 2018; and

WHEREAS, the City of Passaic agrees to pay the City of Clifton the amount of \$61,000.00 for the cost of the services provided under the Shared Services Agreement; which includes five (5) hours of administrative oversight per week for Health Officer and three and a half (3 ½) hours per week for Health Education and Grant oversight and an additional fee of \$61.86 per hour for special appearance at any public meeting; and

WHEREAS, the City of Clifton has also adopted a Resolution authorizing its participation in this Shared Services Agreement.

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 attached shared Services Agreement with the City of Clifton for the provision of Health Officer, Health Education and Grant oversight services by the City of Clifton to the City of Passaic, and

BE IT FURTHER RESOLVED that the Shared Services Agreement shall commence January 1, 2018 and continue through December 31, 2018; and

BE IT FURTHER RESOLVED that the City of Passaic agrees to pay the City of Clifton the amount of \$61,000.00 for the cost of the services provided under the Shared Services Agreement; which includes five (5) hours of administrative oversight per week for Health Officer and three and a half (3 ½) hours per week for Health Education and Grant oversight and an additional fee of \$61.86 per hour for special appearance at any public meeting; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute the attached Shared Services Agreement; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to the City of Clifton to commence the Shared Services Agreement; and

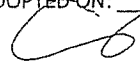
BE IT FURTHER RESOLVED that a copy of this Resolution shall also be forwarded to the Department of Community Affairs as may be required.

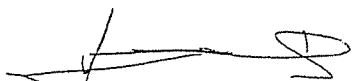
INTRODUCED BY COUNCILPERSON: Chaim Munk

SECONDED BY COUNCILPERSON: Zaida Polanco

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

ADOPTED ON: February 20, 2018

  
\_\_\_\_\_  
Gary S. Schaer, Council President

  
\_\_\_\_\_  
Amada D. Curling, City Clerk

**Exhibit "B"**

**AGREEMENT  
BETWEEN  
CITY OF CLIFTON AND CITY OF PASSAIC  
FOR HEALTH OFFICER, HEALTH EDUCATION & GRANT OVERSIGHT SERVICES**

**AGREEMENT**, made as of January 1, 2018, by and between the **CITY OF PASSAIC**, a Municipal Corporation of the State of New Jersey ("Passaic"), having offices at 330 Passaic Street, Passaic, New Jersey 07055, and the **CITY OF CLIFTON**, a Municipal Corporation of the State of New Jersey ("Clifton"), having offices at City Hall, 900 Clifton Avenue, Clifton, New Jersey 07013.

RECEIVED  
APR 17 - 11:10  
CITY CLERK'S OFFICE  
PASSAIC, N.J.

**WITNESSETH:**

**WHEREAS**, Passaic and Clifton seek to enter into a Shared Services Agreement for the Provision of Health Officer and Health Education and Grant Oversight Services by the City of Clifton to the City of Passaic; and

**WHEREAS**, the Municipal Council of the City of Clifton adopted a resolution to authorize entry into this Agreement, dated April 17, 2018, a copy of which is attached hereto as Exhibit "A", and the City Council of the City of Passaic adopted a resolution to authorize entry into this Agreement, dated February 20, 2018, a copy of which is attached hereto as Exhibit "B"; and



**NOW, THEREFORE, IT IS AGREED**, by and between the parties, that for and in consideration of the promises and agreements hereinafter contained, and the payments hereinafter provided to be made, the parties agree as follows:

1. Clifton will provide Health Officer Services by its licensed Health Officer and Health Education and Grant Oversight Services by its Health Educator to the City of Passaic, for the term of commencing on January 1, 2018 and ending on December 31, 2018.

2. The services provided by the City of Clifton to the City of Passaic will include five (5) hours of administrative oversight per week and three and one-half (3½) hours of health education and grant oversight per week, for the sum of \$61,000.00 for the term of this Agreement, payable directly to the City of Clifton on a monthly basis.
3. In the event the Health Officer is required to attend any special appearances at any public meeting, the City of Clifton will bill these services to the City of Passaic at the rate of \$61.86 per hour, which will be in addition to the annual flat rate shown in paragraph 2 hereof.
4. Each party shall be able to cancel this Agreement upon 60 days' notice. Should this contract be renewed, the fee for the services may be negotiated and agreed upon annually by the parties.
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 Cities 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' responsibility 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 keep the work under their 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 Passaic and

Clifton. 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 of Passaic and Clifton. Consent by Passaic and Clifton of an assignment of this Agreement shall not, in any way, release the parties from the covenants, conditions and terms of this Agreement and the duties imposed hereunder.

7. The parties shall indemnify and hold harmless each other and all representatives thereof from and against any and all claims, damages, losses and expenses to the extent caused by the parties' respective negligent acts, errors, intentional acts or omissions in the performance of its services under this Agreement.
8. The work shall be performed in a professional manner.

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

ATTEST:

  
AMADA D. CURLING, City Clerk

CITY OF PASSAIC

By:

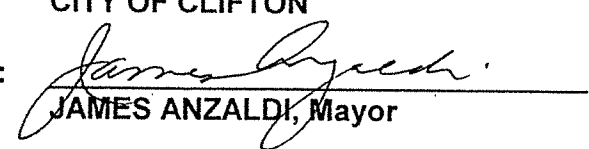
  
Hector C. Lora, Mayor

ATTEST:

  
NANCY FERRIGNO, City Clerk

CITY OF CLIFTON

By:

  
JAMES ANZALDI, Mayor

R1576-18

RESOLUTION AUTHORIZING ENTRY INTO AND EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE CITY OF PASSAIC FOR HEALTH OFFICER, HEALTH EDUCATION, AND GRANT OVERSIGHT SERVICES 1/1/18 - 12/31/18

BE IT RESOLVED, that authorization is given for entry into a shared services agreement between the City of Clifton and the City of Passaic for the provision of Health Officer, Health Education, and Grant Oversight Services by the City of Clifton to the City of Passaic, for the period January 1, 2018 through December 31, 2018, at a cost of \$61,000.00 for the term of the contract, with additional fees to be billed at the rate of \$61.868 per hour for special appearances at any public meetings; and

BE IT FURTHER RESOLVED, that upon approval and review of the agreement by the Law Department, the Mayor and City Clerk are authorized and directed to execute the agreement on behalf of the City of Clifton.

ADOPTED: April 17, 2018

James Anzaldi  
JAMES ANZALDI, MAYOR

ATTEST:

*Nancy Ferrigno*  
NANCY FERRIGNO, CITY CLERK

CERTIFIED TO BE A TRUE COPY

*Nancy Ferrigno*  
Nancy Ferrigno, City Clerk

APPROVED AS TO FORM  
MUNICIPAL ATTORNEY