

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of North Bergen COUNTY: Hudson

RECIPIENT: North Hudson Regional Fire and Rescue COUNTY: Hudson

BRIEF DESCRIPTION OF SERVICE:

Maintenance and repair of apparatus, vehicles, and other related fire protection equipment.

EFFECTIVE DATE: 1/1/2016

EXPIRATION DATE: 12/31/2018

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

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.

RESOLUTION

WHEREAS, an Interlocal Services Agreement between the North Hudson Regional Fire and Rescue and the Township of North Bergen has been proposed; and

WHEREAS, a copy of said Agreement is on file in the Municipal Clerk's Office; and

WHEREAS, said agreement may be entered by the Township without competitive bidding pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. and the Local Public Contracts Law, N.J.S.A. 40A:11-5(2); and

WHEREAS, it is in the best interests of the Township to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF NORTH BERGEN that said Interlocal Services Agreement be and hereby is approved.

BE IT FURTHER RESOLVED that Mayor Nicholas J. Sacco be and hereby is authorized to execute said Agreement on behalf of the Township.

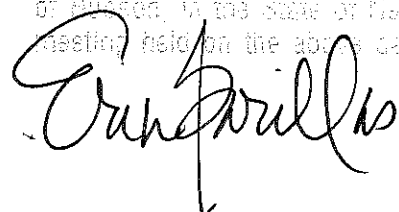
BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to:

1. North Hudson Regional Fire and Rescue

Date: **December 7, 2016**

	YES	NO	NOT VOTING
Cabrera	✓		
Marenco	✓		
Gargiulo	✓		
Pascual	✓		
Sacco	✓		
(President)			

HEREBY CERTIFY that the foregoing is a True and Correct Copy of the Resolution and recorded by the Municipal Clerk of the Township of North Bergen, County of Hudson, in the State of New Jersey, at a meeting held on the above date.

 Township Clerk

**INTERLOCAL SERVICES AGREEMENT BETWEEN
THE NORTH HUDSON REGIONAL FIRE AND RESCUE
AND THE TOWNSHIP OF NORTH BERGEN FOR THE
MAINTENANCE AND REPAIR OF APPARATUS,
VEHICLES AND OTHER RELATED FIRE
PROTECTION EQUIPMENT**

This Agreement, dated December ____, 2016, is between the North Hudson Regional Fire and Rescue, a body corporate and politic, formed pursuant to the Consolidated Municipal Service Act, N.J.S.A. 40:48B-1 et seq. (see now N.J.S.A. 40A:65-1, et seq.), located at 11 Port Imperial Boulevard, West New York, New Jersey 07093 ("NHRFR"), and the Township of North Bergen, a municipal corporation of the State of New Jersey, located at the Municipal Building, 4233 Kennedy Boulevard, North Bergen, New Jersey 07047 ("North Bergen").

1. Background & Purposes of this Agreement.

1.1 The NHRFR was formed for the purpose of providing for the joint operation of fire protection, rescue and emergency services and other inter-related governmental services, including, but not limited to, continued coordinated communication services in its member municipalities of North Bergen, Union City, Weehawken, West New York and Guttenberg ("Member Municipalities").

1.2 On an as needed and priority basis, the NHRFR requires maintenance and repair services to be performed to apparatus, vehicles and other equipment related to the provision of fire protection services.

1.3 North Bergen is capable and desirous of providing said maintenance and repair services for the NHRFR, and the NHRFR is desirous of utilizing such services, all on the terms and conditions contained in this Agreement.

2. Services Provided by North Bergen.

2.1 Maintenance and Repair Facilities and Personnel. North Bergen agrees to provide a complete, fully equipped repair garage facility, and all necessary personnel, for the maintenance and repair of apparatus, vehicles and other related fire protection equipment used by or coming under the direction or control of the NHRFR. North Bergen shall maintain a workforce substantially similar to that listed in **Schedule A**, and that workforce shall be available to work on NHRFR apparatus, vehicles and equipment.

2.2 Apparatus, Vehicles and Equipment. On an as needed and priority basis, North Bergen agrees to provide maintenance and repair services to all NHRFR apparatus, vehicles and other related fire protection equipment, including, but not limited to, automobiles; light and heavy duty trucks and vans; tractors; fire engines and apparatus; fire pumpers, aerial trucks, ladder trucks and aerial ladder trucks; rescue trucks; support vehicles; compressors; portable and pressure pumps; snow plows; emergency services vehicles and any other apparatus, vehicles or equipment used by the NHRFR for the provision of fire protection, rescue and emergency services and other inter-related governmental services, including, but not limited to, continued coordinated communication services. Further examples of NHRFR apparatus, vehicles and other related fire protection equipment are set forth on **Schedule B** annexed hereto. Ambulances shall not be covered by the provisions of this Agreement.

2.3 Maintenance and Repair Services Provided. On an as needed and priority basis, North Bergen will provide all necessary maintenance and repair services to the apparatus, vehicles and equipment set forth in **Section 2.2**, including, but not limited to, replacing parts, rebuilding and installing parts, making adjustments and/or overhauling minor or major components, doing major and minor tune-ups, providing complete preventative maintenance services, maintaining and repairing suspension systems, brake systems, etc. Further examples of the services to be provided hereunder are set forth on **Schedule C** annexed hereto.

3. Reimbursement & Invoices.

3.1 Reimbursement-Expenses. The NHRFR agrees to pay North Bergen for NHRFR's use of North Bergen personnel for the maintenance and repair services set forth above. The annual payment shall be \$265,000 for the 2016, \$270,000 for 2017, and \$275,000 for 2018. Payments shall be made on a quarterly basis, on or before February 1st, May 1st, August 1st, and November 1st. The parties agree to account for and adjust any payment made for 2013 under the existing Interlocal Services Agreement, dated May 20, 2013, to effectuate the annual payment required herein.

3.2 Personnel Records. North Bergen shall maintain records of the services provided to NHRFR apparatus, vehicles and equipment, and the personnel providing the services in order that the parties may fairly analyze the annual personnel fee for any renewal agreement beyond 2018.

3.3 Invoices/Payment – Parts/Equipment. In addition to payment for personnel set forth in **Section 3.1**, the NHRFR shall reimburse North Bergen for parts installed into NHRFR apparatus, vehicles or equipment. North Bergen shall submit invoices to the NHRFR on a monthly basis setting forth the services provided and the parts used. On request of the NHRFR, such invoices will be accompanied by copies of supporting documentation. Provided the invoice is

received by the NHRFR at least 10 business days prior to an NHRFR regular meeting, said invoice shall be due and payable within 15 business days following said NHRFR regular meeting.

3.4 Reimbursement-Capital Expenditures. The parties hereby acknowledge that North Bergen may be required to expand its facilities needed to perform its obligations under this Agreement. The NHRFR specifically reserves the right to approve any such expansion. Prior to the expansion of facilities, the parties hereto agree to negotiate in good faith as to the type and extent of the expansion, as well as the sharing of capital costs for the expansion.

4. Indemnifications.

4.1 NHRFR will defend and indemnify North Bergen and hold it, its officers, agents, representatives and employees, harmless from any and all losses, claims, liabilities or damages of any kind, including attorney's fees and costs, for personal injury or damage to property or other liabilities of any kind resulting from, or arising out of, the performance, or lack thereof, of North Bergen's obligations under this Agreement.

4.2 North Bergen will defend and indemnify the NHRFR and hold it, its officers, agents, representatives and employees, harmless from any and all losses, claims, liabilities or damages of any kind, including attorney's fees and costs, for personal injury or damage to property or other liabilities of any kind resulting from, or arising out of, the performance, or lack thereof, of the NHRFR's obligations under this Agreement.

5. Insurance.

North Bergen shall maintain during the entire term of this Agreement insurance coverage for property damage, general liability, automobile liability and property damage, garage keepers legal liability, contractual liability, all with limits of not less than \$1,000,000, and excess liability coverage with a limit of not less than \$2,000,000; and workers compensation coverage with limits set in accordance with New Jersey Statutes. The NHRFR shall be named as an additional insured on the above-referenced policies. North Bergen shall provide the NHRFR with certificates of insurance evidencing the insurance coverage provided for herein.

6. Term.

6.1 The term of this Agreement shall be from January 1, 2016, through December 31, 2018, unless sooner terminated by either of the parties.

6.2 Either party may terminate this Agreement, with or without cause (and no cause need be stated), upon ninety (90) days written notice to the other party.


6.3 The Interlocal Services Agreement between the parties, dated May 20, 2013, is terminated effective December 31, 2015.

7. Execution in Counterparts.

This Agreement may be executed electronically and in counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument so long as it is signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officials as of the date first set forth above.

WITNESS:



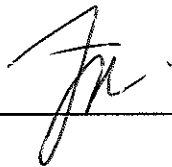
ERIN BARILLAS
CLERK

**TOWNSHIP OF
NORTH BERGEN**

BY: 

NICHOLAS J. SACCO
MAYOR

WITNESS:



**NORTH HUDSON REGIONAL
FIRE AND RESCUE**

BY: 

JEFFREY C. WELZ
**EXECUTIVE DIRECTOR OF
ADMINISTRATION**

SCHEDULE A

CLERK

CLERK TYPIST

DIRECTOR OF AUTOMOTIVE SERVICES

LABORER

MECHANIC

MECHANIC HELPER

SENIOR MECHANIC – DIESEL

SUPERVISOR OF MECHANICS

SCHEDULE B

ADDITIONAL APPARATUS, VEHICLES AND OTHER RELATED FIRE PROTECTION EQUIPMENT

SCBA PACKS	ELECTRIC EXTENSION CORDS
SCBA CYLINDERS	EXTENSION CORD REELS
HOSE	ELECTRIC HAND LIGHTS
LADDERS	MOBILE RADIOS
HANDLIGHTS BATTERY OPERATED	PORTABLE RADIOS
POSITIVE PRESSURE FANS	GASOLINE DRIVEN LIGHT SETS
CHAINS SAWS	MONITORS, DELUGE GUNS
ROOF SAWS	VALVE TYPE ON APPARATUS PUMP GATES
PARTNER SAWS	DRAIN VALVES ON APPARATUS
K-12 SAWS	BUTTERFLY VALVES
NOZZLES	GATED VALVES WYES & WATER THIEFS
PIKE POLES	SIAMESE & HYDRANT VALVES
AXES	HURST TOOLS & EXTRACTION TOOLS
SMOKE EJECTOR FANS ELECTRIC	HYDRAULIC TOOLS
GASOLINE DRIVEN PUMPS	EMERGENCY LIGHTS ROOF MOUNTED
GASOLINE DRIVEN GENERATORS	SIREN TYPE ELECTRONIC
DIESEL DRIVEN GENERATORS	SIREN MECHANICAL
ELECTRIC DRIVEN PUMPS	LIGHT CONTROL SWITCHES
HYDRANT WRENCHES	WATER VACS

SCHEDULE C

REPAIR SERVICES EXAMPLES

TUNE-UPS - MINOR AND MAJOR

COMPLETE PREVENTIVE MAINTENANCE SERVICE

SUSPENSION SYSTEMS

BRAKE SYSTEMS

ENGINE - MINOR OPERATIONS AND MAJOR OPERATIONS

FUEL SYSTEMS

COOLING, HEATING AND AIR CONDITIONING SYSTEMS

TRANSMISSIONS MANUAL AND AUTOMATIC - MINOR OPERATIONS AND MAJOR

TRANSAXLES-AUTOMATIC - MINOR AND MAJOR

ELECTRICAL SYSTEMS

SUSPENSION AND STEERING SYSTEMS

EXHAUST SYSTEMS

DRIVE COMPONENTS FRONT WHEEL AND REAR WHEEL DRIVE - MINOR AND MAJOR

HYDRAULIC SYSTEMS

LIFTGATES

CRANES

WINCHES

POWER TAKEOFFS

SNOW PLOWS

SPREADERS

FIRE PUMPS

TRANSFER CASES

REAR AND FRONT AXLES

SPRINGS FRONT AND REAR

FRAME AND CROSSMEMBERS

BODY AND CAB

LADDER REPAIRS

FIRE HOSE

GASOLINE DRIVEN PUMPS, FANS AND SAWS

GENERATORS GASOLINE AND DIESEL

SPECIALIZED EQUIPMENT