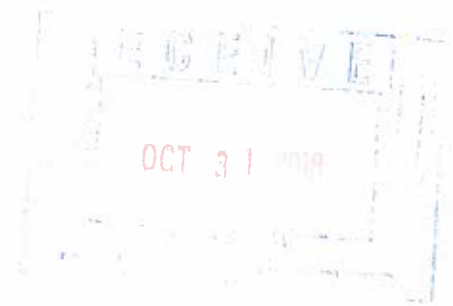




Borough of Fair Lawn
POST OFFICE BOX 376, FAIR LAWN, NEW JERSEY - 07410

201-794-5340
Fax: 201-475-1581
mbojanowski@fairlawn.org



MARILYN B. BOJANOWSKI, RMC
MUNICIPAL CLERK

SANDRA M. OLIVOLA, RMC
DEPUTY MUNICIPAL CLERK

October 24, 2018

State of New Jersey
Department of Community Affairs
P.O. Box 800
Trenton, New Jersey 08625-0800
Attn: Division of Local Government Services

**RE: Shared Service Agreement between the Borough of Fair Lawn and
Borough of Hawthorne for the Maintenance and Repair of Fire Apparatus**

Dear Sir/Madam:

Enclosed please find the fully executed agreement between the Borough of Fair Lawn and the Borough of Hawthorne for the Maintenance and Repair of Fire Apparatus. Resolutions from both the Borough and the Borough of Hawthorne are part of the agreement.

If you require any further information, please do not hesitate to contact me.

Very truly yours,

Marilyn B. Bojanowski

Marilyn B. Bojanowski, RMC
Municipal Clerk

/mbb

**SHARED SERVICES AGREEMENT
BETWEEN THE
BOROUGH OF FAIR LAWN AND THE BOROUGH OF HAWTHORNE
FOR THE MAINTENANCE AND REPAIR OF FIRE APPARATUS**

THIS AGREEMENT made this 25TH day of September, 2018,

BETWEEN: **THE BOROUGH OF FAIR LAWN**
A Municipal Corporation of the State of New Jersey

Having its principal offices at 8-01 Fair Lawn Avenue
in the Borough of Fair Lawn, New Jersey

AND: **THE BOROUGH OF HAWTHORNE**
A Municipal Corporation of the State of New Jersey

Having its principal offices located at 445 Lafayette
Avenue in the Borough of Hawthorne, New Jersey

WITNESSETH:

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A.40A:65-1, et seq., which authorizes agreements between local units for any services which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Borough previously entered into a Shared Services Agreement with the Borough of Hawthorne in which the Borough of Fair Lawn is authorized to maintain and repair fire apparatus owned by the Borough of Hawthorne; and

WHEREAS, the Borough of Fair Lawn and the Borough of Hawthorne wishes to continue the Shared Services Agreement; and

WHEREAS, the Mayor and Council of the Borough of Fair Lawn has authorized this Shared Services Agreement to be entered into with the Borough of Hawthorne; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Uniform Shared Services and Consolidation Act, the Borough of Fair

Lawn and the Borough of Hawthorne have negotiated an Agreement for the maintenance and repair of fire apparatus; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the Municipalities, in an effort to more economically and efficiently provide governmental services, the governing bodies have each duly authorized their proper officials to enter into and execute this Agreement.

NOW THEREFORE, this Agreement is executed pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 40A:65-1 et seq., and the parties agree as follows:

1. **Services Performed:** The Borough of Fair Lawn, Department of Public Works, Vehicle Maintenance Division shall provide labor, maintenance and services on all the Borough of Hawthorne fire apparatus (Schedule "A" attached hereto), at a rate of **\$80.00** per hour.
2. **Parts:** Parts will be purchased by the Borough of Fair Lawn from local vendors under State Contract and/or cooperative purchasing contracts when available. An additional charge of **10%** of the said cost of the part will be added to cost of the part.
3. **Tires:** Tires may be purchased with authorization by the Borough of Hawthorne by the Borough of Fair Lawn under State Contract pricing and/or cooperative purchasing contracts when available. An additional charge of **10%** of the said cost of the tire will be added to cost of the tire and the hourly labor rate set forth in this Agreement will apply for tire changes performed by the Borough of Fair Lawn. The Borough of Hawthorne has the option to purchase tires and provide

same to the Borough of Fair Lawn and the hourly labor rate set forth in this Agreement will apply for tire changes performed by the Borough of Fair Lawn.

4. Petroleum Product Pricing: Petroleum product prices are established by market price and are subject to change due to market fluctuation. Thirty (30) days notice will be given to the Borough of Hawthorne prior to any increase.

5. Labor Time: Average labor time for a complete preventive maintenance check on one (1) piece of fire apparatus is (6) six hours. This calculated time is averaged and may change due to certain situations.

6. Unscheduled Repairs: Unscheduled repairs will be billed at an hour for hour basis plus parts and materials at the rates set forth in this Agreement.

7. Drop-off and Pick-up of Apparatus: The Borough of Hawthorne shall be solely responsible for the drop-off and pick-up of all Hawthorne's fire apparatus. If not, the hourly rate of \$80.00 per hour will apply for the Borough of Fair Lawn to provide this service.

8. Payment: The Department of Public Works, Administration Division will be responsible for providing invoices of all maintenance and repairs performed by the Borough of Fair Lawn to the Fair Lawn Finance Office. The Borough of Fair Lawn shall provide the Borough of Hawthorne with itemized billings for all maintenance and repairs. Payment shall be made to the Borough of Fair Lawn within thirty (30) days of receipt of invoice.

9. **Miscellaneous:** The Borough of Hawthorne shall provide reasonable notice to the Borough of Fair Lawn for the scheduling of maintenance and repairs. In the event of an emergency, every effort will be made to make the necessary repairs as quickly as possible. In the event the Borough of Fair Lawn is unable to perform the necessary repairs or maintenance, every reasonable accommodation will be made to have the work competed by an outside agency. No outside repairs will be scheduled for or made without prior approval and authorization from the Borough of Hawthorne. All approved and authorized outside repair charges shall be directly invoiced to the Borough of Hawthorne to make payment.

10. This Agreement shall be effective commencing **May 1, 2017** and shall expire on **April 30, 2021** however; either Municipality has the right to terminate this Agreement for any reason upon sixty (60) days written notice to the other Municipality following the adoption of a Resolution by the governing body of the entity authorizing the termination. In the event that either Municipality defaults in the performance of any of its obligations under this Agreement after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement.

11. This Agreement is expressly contingent upon the adoption of a concurring Resolution by the Service Recipient authorizing the execution of this Agreement.

12. This Agreement represents the entire and integrated agreement between the Borough of Fair Lawn and the Borough of Hawthorne and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement shall not be amended, modified or altered

during the term hereof except upon mutual agreement of the Borough of Fair Lawn and the Borough of Hawthorne expressed in writing and signed with the same formality as this Agreement.

13. This Agreement is conditioned upon the approval of the Division of Local Government Services and the Department of Community Affairs if and to the extent such approval may be required by law or regulation.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on this 25TH
day of September, 2018.

ATTEST:

Marilyn B. Bojanowski
Marilyn Bojanowski, RMC
Borough Clerk

BOROUGH OF FAIR LAWN
A Municipal Corporation

By: 
Kurt Peluso, Mayor

ATTEST:

L. DiBella
Lori DiBella, RMC
Borough Clerk

BOROUGH OF HAWTHORNE
A Municipal Corporation

By: 
Richard S. Goldberg, Mayor

SCHEDULE A

TAG	DESCRIPTION	CL	V#	MAKE	YEAR	SERIAL
330	Truck-Fire Rescue	1	R05	Spartan	2007	4S7AU2P986C055343
792	Truck-Fire Engine	1	E01	Pierce	2015	4P1BAAGF9FA014883
991	Truck-Fire Ladder	1	T02	Central States	2004	457AX2F953C045132
1072	Truck-Fire Engine	1	E04	Spartan	2004	4S7AT2F993C045212
1276	Truck-Fire Engine	1	E03	Seagrave	2001	1F9E828T71CST2039
381	Step Van	1	57	Workhorse	2003	4B4KP42RX3367505
343	Truck - Utility	1	58	Chevrolet	2003	1GBJG31R121242327

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Cosgrove	X		
Cutrone	Absent		
Reinitz	X		
Rottenstrich	X		
Peluso	X		

September 25, 2018

RESOLUTION NO. 344-2018

By Deputy Mayor Cosgrove

Seconded by Councilmember Reinitz

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. al., (the "Act") authorizes the Borough of Fair Lawn and the Borough of Hawthorne to enter into an agreement between local units for any services in accordance with the terms set forth in the Act; and

WHEREAS, the Borough previously entered into a Shared Services Agreement with the Borough of Hawthorne in which the Borough of Fair Lawn is authorized to maintain and repair fire apparatus owned by the Borough of Hawthorne; and

WHEREAS, the Borough of Fair Lawn and the Borough of Hawthorne wish to continue the Shared Services Agreement for the Borough of Fair Lawn to maintain and repair fire apparatus owned by the Borough of Hawthorne; and

WHEREAS, a copy of the Shared Services Agreement covering these Services is attached hereto as Schedule A;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Fair Lawn, in the County of Bergen and State of New Jersey, as follows:

1. The aforesaid are incorporated herein as if set forth at length;
2. The Shared Services Agreement is hereby approved, and the Mayor and Borough Clerk are hereby authorized to execute the Agreement, substantially in the form attached hereto as Schedule A;
3. Any and all actions heretofore undertaken by the Borough with respect to the provision of these services to the Borough of Hawthorne are hereby ratified and affirmed;

SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF FAIR LAWN AND THE BOROUGH OF HAWTHORNE FOR THE MAINTENANCE AND REPAIR OF FIRE APPARATUS

THIS AGREEMENT made this ____ day of _____, 2018,

BETWEEN: THE BOROUGH OF FAIR LAWN

A Municipal Corporation of the State of New Jersey having its principal offices at 8-01 Fair Lawn Avenue in the Borough of Fair Lawn, New Jersey

AND: THE BOROUGH OF HAWTHORNE

a Municipal Corporation of the State of New Jersey having its principal offices located at 445 Lafayette Avenue in the Borough of Hawthorne, New Jersey

WITNESSETH:

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A.40A:65-1, et seq., which authorizes agreements between local units for any services which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Borough previously entered into a Shared Services Agreement with the Borough of Hawthorne in which the Borough of Fair Lawn is authorized to maintain and repair fire apparatus owned by the Borough of Hawthorne; and

WHEREAS, the Borough of Fair Lawn and the Borough of Hawthorne wishes to continue the Shared Services Agreement; and

WHEREAS, the Mayor and Council of the Borough of Fair Lawn has authorized this Shared Services Agreement to be entered into with the Borough of Hawthorne; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Uniform Shared Services and Consolidation Act, the Borough of Fair Lawn and the Borough of Hawthorne have negotiated an Agreement for the maintenance and repair of fire apparatus; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

8. Payment: The Department of Public Works, Administration Division will be responsible for providing invoices of all maintenance and repairs performed by the Borough of Fair Lawn to the Fair Lawn Finance Office. The Borough of Fair Lawn shall provide the Borough of Hawthorne with itemized billings for all maintenance and repairs. Payment shall be made to the Borough of Fair Lawn within thirty (30) days of receipt of invoice.

9. Miscellaneous: The Borough of Hawthorne shall provide reasonable notice to the Borough of Fair Lawn for the scheduling of maintenance and repairs. In the event of an emergency, every effort will be made to make the necessary repairs as quickly as possible. In the event the Borough of Fair Lawn is unable to perform the necessary repairs or maintenance, every reasonable accommodation will be made to have the work completed by an outside agency. No outside repairs will be scheduled for or made without prior approval and authorization from the Borough of Hawthorne. All approved and authorized outside repair charges shall be directly invoiced to the Borough of Hawthorne to make payment.

10. This Agreement shall be effective commencing **May 1, 2017** and shall expire on **April 30, 2021** however; either Municipality has the right to terminate this Agreement for any reason upon sixty (60) days written notice to the other Municipality following the adoption of a Resolution by the governing body of the entity authorizing the termination. In the event that either Municipality defaults in the performance of any of its obligations under this Agreement after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement.

11. This Agreement is expressly contingent upon the adoption of a concurring Resolution by the Service Recipient authorizing the execution of this Agreement.

12. This Agreement represents the entire and integrated agreement between the Borough of Fair Lawn and the Borough of Hawthorne and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement shall not be amended, modified or altered during the term hereof except upon mutual agreement of the Borough of Fair Lawn and the Borough of Hawthorne expressed in writing and signed with the same formality as this Agreement.

13. This Agreement is conditioned upon the approval of the Division of Local Government Services and the Department of Community Affairs if and to the extent such approval may be required by law or regulation.



BOROUGH OF HAWTHORNE

County of Passaic

State of New Jersey



Resolution NO. 158-18
 Borough of Hawthorne, County of Passaic,
 State of New Jersey, do hereby certify this
 copy of
 to be a true copy as adopted by the
 Municipal Council on 9/17/18
 Lori DiBella, RMC
 Borough Clerk

Resolution, Introduced by [Signature] Date: September 17, 2018

WHEREAS, the Borough of Hawthorne has designated the Hawthorne Volunteer Fire Department as its provider of firefighting services and owns and maintains firefighting apparatus which requires servicing and maintenance from time to time; and

WHEREAS, the Borough of Fair Lawn, through its Department of Public Works, has a Vehicle Maintenance Division that is capable of providing labor, maintenance and service for firefighting apparatus; and

WHEREAS, the Shared Services and Consolidation Act, NJSA 40A: 65-1, et. Seq., authorizes agreements between local government units in furtherance of the underlying principles of the Act; and

WHEREAS, the Borough of Hawthorne and the Borough of Fair Lawn previously entered into an Interlocal Services Agreement, now known as a Shared Services Agreement, for the maintenance and repair of firefighting apparatus; and

WHEREAS, the Mayor and Council of the Borough of Fair Lawn has authorized an extension of the said Shared Services Agreement with the Borough of Hawthorne; and

WHEREAS, the Borough of Hawthorne would continue to derive substantial benefit through receipt of vehicle maintenance service from a neighboring community at a favorable cost that would in turn represent tax savings to the taxpayers of the Borough of Hawthorne by entering into such agreement; and

WHEREAS, the Borough of Fair Lawn would similarly continue to derive substantial benefit through the receipt of revenues associated with such vehicle maintenance and would derive additional benefit through efficiencies to be gained in its own vehicle maintenance operations by entering into such agreement; and

WHEREAS, such mutual benefit is in furtherance of the objectives of the Shared Services and Consolidation Act;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Borough of Hawthorne, that it does authorize and approve of the execution of a renewal of the Shared Services Agreement with the Borough of Fair Lawn for maintenance and repair of fire apparatus in accordance with the Shared Services Agreement annexed hereto and made a part hereof.

Name	Motion	Second	Yes	No	Abstain	Absent
Bennett			X			
Bertollo			X			
Lane	X		X			
Mathews			X			
Mele			X			
Sinning		X	X			
Wojtecki						X

[Signature]
 Frank E. Matthews, Council President

[Signature]
 Lori DiBella, RMC, CMC, Borough Clerk

Factual Content Certified by _____ Approved as to form and legality on basis of facts set forth _____
[Signature] 9/17/18
 Name / Title / Date Borough Attorney Date