

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: BOROUGH OF PARAMUS COUNTY: BERGEN

RECIPIENT: BOROUGH OF WESTWOOD COUNTY: BERGEN

BRIEF DESCRIPTION OF SERVICE:

FLEET MAINTENANCE

EFFECTIVE DATE: JANUARY 1, 2015

EXPIRATION DATE: DECEMBER 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.

**AN INTERLOCAL AGREEMENT FOR THE MAINTENANCE AND REPAIR OF
DPW VEHICLES BY AND BETWEEN THE BOROUGH OF PARAMUS AND THE
BOROUGH OF WESTWOOD**

THIS AGREEMENT dated the 21 day of Nov, 2014, is made BETWEEN the Borough of Paramus, whose principal business address is One Jockish Square, Paramus, New Jersey and the Borough of Westwood, New Jersey.

WHEREAS, each of the municipalities hereto is authorized pursuant to the Interlocal Services Act, NJSA 40:8A-1 et seq., to enter into an agreement with other municipalities and/or local units to jointly provide for any lawful service; and

WHEREAS, the need exists in the Borough of Westwood to enter into an Interlocal Services Agreement authorizing the Borough of Paramus to maintain and repair motor vehicles owned by the Borough of Westwood; and

WHEREAS, the governing body of the Borough of Paramus has authorized this Interlocal Agreement to be entered into; and

WHEREAS, this Agreement is executed pursuant to the Local Public Contracts Law, NJSA 40A:11-1 et seq and NJSA 40:8-1 et seq and the parties agree as follows:

1. . Services Performed. The Borough of Paramus, Department of Public Works, Mechanical Maintenance Division shall provide labor, maintenance and services on Westwood vehicles at the rate of \$65.00 per hour.
2. Parts. Parts will be purchased from local vendors under State Contract when available. An additional charge not to exceed 25% of the cost of the part may be added to cover any expenses incurred by the Borough of Westwood to retrieve parts.

3. Tires. Tires will be purchased under State Contract pricing when available. Hourly labor rate will apply for tire change over's performed by the Borough of Paramus.
4. Outside and Body Repairs. Will be performed by State Contract vendors when available. An additional charge not to exceed 15% of the repairs may be added to cover any expenses incurred by the Borough of Paramus, i.e., travel time, fuel, etc.
5. Pricing. The following are the charges to be paid by the Borough of Westwood for petroleum products.

Motor Oil	\$2.75 per quart
Hydraulic Oil	\$2.50 per quart
Automatic Transmission fluid	\$3.00 per quart
Synthetic transmission fluid	\$5.00 per quart
Anti-freeze	\$5.00 per quart
Extended Life Coolant	\$7.00 per quart
Gear oil 90W	\$2.50 per quart
Freon 134A	\$15.00 per pound
Freon ROI2	Market Price (plus 25% if available)

These prices are subject to change due to a market fluctuation. Notice will be given to the Borough of Westwood prior to any increase.

6. Labor Time. Average labor time for a complete preventative maintenance including a 75 point check list is 6 hours for DPW apparatus/ambulances
7. Unscheduled Repairs. Unscheduled repairs will be billed at an hour for hour basis plus parts and materials.
8. Payment. The administration of scheduling and billing will be the responsibility of the Mechanical office. A 15% administrative fee will be added not to exceed \$150.00 to all repair orders to cover the costs of

faxes, postage, billing, copies, etc. The Borough of Paramus will bill the Borough of Westwood on a monthly basis for all maintenance and repairs performed. Payment to the Borough of Paramus shall be made within thirty (30) days of receipt of monthly invoice.

9. Pickup and Delivery CDL drivers from the Borough of Paramus will be available to pick up and return vehicles out of the Borough. Hourly rates will apply for this service.

10. Miscellaneous

(a) Reasonable notice shall be given to the Borough of Paramus 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.

(b) In the event the Borough of Paramus is unable to perform necessary repairs or maintenance, every reasonable accommodation will be made to have the work completed by an outside agency. No outside repairs will be made without approval from the Borough of Westwood.

11. Duration. This Agreement shall be effective for a period commencing on January 1, 2015 and terminating December 31, 2018.

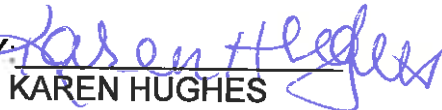
12. Affirmative Action. The Borough of Paramus and the Borough of Westwood agree to adhere to Affirmative Action requirements of the State of New Jersey as set forth as Exhibit "A" and as provided by State Law.

13. Legal Action. The parties agree that in the event of legal action by either party, same shall be by Court proceedings and the parties hereby waive arbitration as a forum for resolution of any dispute.

14. Exhibits. All documents referenced herein are made part of this Contract as if set forth in length herein.

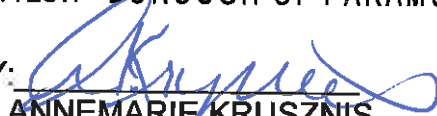
15. Enabling Resolution This agreement is expressly contingent upon the adoption of concurring resolutions by the Borough of Paramus and the Borough of Westwood authorizing the execution of this Agreement.
16. Signatures. Both parties have read and agree to this Agreement.

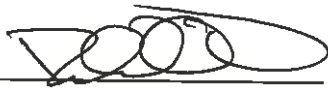
ATTEST: BOROUGH OF WESTWOOD

BY: 
KAREN HUGHES
BOROUGH CLERK

BY: 
JOHN BIRKNER JR.
MAYOR

ATTEST: BOROUGH OF PARAMUS

BY: 
ANNEMARIE KRUSZNIS
BOROUGH CLERK

BY: 
RICHARD A. LABARBIERA
MAYOR



BOROUGH OF PARAMUS
County of Bergen
State of New Jersey

RESOLUTION NO. 14-10-639

Dated: October 21, 2014

At a Regular Meeting of the Mayor and Council of the Borough of Paramus, County of Bergen, State of New Jersey, held on October 21, 2014.

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERLOCAL AGREEMENT FOR THE MAINTENANCE AND REPAIR OF DPW VEHICLES
BY AND BETWEEN THE BOROUGH OF PARAMUS AND THE BOROUGH OF WESTWOOD**

WHEREAS, the Borough of Paramus and the Borough of Westwood seek to enter into an Interlocal Agreement wherein the Borough of Paramus will provide labor and maintenance services on vehicles owned by the Borough of Westwood; and

WHEREAS, both of the parties to such an Agreement are authorized by law to enter into an agreement with one another to provide jointly for any lawful service to and for the residents of the respective municipalities pursuant to the provisions of the "Interlocal Services Act" N.J.S.A. 40:8A-1 et seq.; and

WHEREAS, the governing bodies of the Borough of Paramus and the Borough of Westwood recognize that the implementation of an Interlocal Agreement to provide labor and maintenance services is in the best interest of the taxpayers of the respective municipalities.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Paramus, hereby authorizes the execution of a Interlocal Services Agreement with the Borough of Westwood for a period of three (3) years.

BE IT FURTHER RESOLVED, that the Agreement shall commence on January 1, 2015 and end on December 31, 2018.

BE IT FURTHER RESOLVED that the cost of same shall be as set forth in the agreement, which is attached hereto.

BE IT FURTHER RESOLVED, that the Mayor and Council of the Borough of Paramus hereby authorize the execution of an Interlocal Services Agreement with the Borough of Westwood, subject to the approval of the Paramus Borough Attorney.

BE IT FURTHER RESOLVED that the Agreement shall take effect upon the execution of same and adoption of Resolutions by both parties as provided by law.

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained on file and open to public inspection at the office of the Borough Clerk.

I hereby certify that this is a true and exact copy of resolution adopted by the Mayor and Council of the Borough of Paramus on the 21st day of October, 2014


Annemarie Krusznis, RMC
Borough Clerk

Motion: Councilwoman Bellinger

Second: Councilman Sullivan

Ayes:

Councilwoman Bellinger

Councilman Garcia

Councilman Sullivan

Councilman Verile

Councilwoman Warburton

Councilwoman Weber

Nays:

Abstain:

Absent: