

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: BOROUGH OF PARAMUS COUNTY: BERGEN

RECIPIENT: BOROUGH OF HO-HO-KUS COUNTY: BERGEN

BRIEF DESCRIPTION OF SERVICE:

FLEET MAINTENANCE

EFFECTIVE DATE: ANUARY 1, 2019

EXPIRATION DATE: DECEMBER 31, 2019

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
ALL BOROUGH VEHICLES BY AND BETWEEN THE BOROUGH OF
PARAMUS AND THE BOROUGH OF HO-HO-KUS**

THIS AGREEMENT dated the 12 day of Sep, 2018, is made BETWEEN the Borough of Paramus, whose principal business address is One Jockish Square, Paramus, New Jersey and the Borough of Ho-Ho-Kus, 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 Ho-Ho-Kus to enter into an Interlocal Services Agreement authorizing the Borough of Paramus to maintain and repair motor vehicles owned by the Borough of Ho-Ho-Kus; 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 Ho-Ho-Kus 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 Ho-Ho-Kus 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 Ho-Ho-Kus 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 RO12	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 Ho-Ho-Kus 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 Ho-Ho-Kus 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 Ho-Ho-Kus.

11. Duration. This Agreement shall be effective for a period commencing on January 1, 2019 and terminating December 31, 2019.

12. Affirmative Action. The Borough of Paramus and the Borough of Ho-Ho-Kus 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 Ho-Ho-Kus authorizing the execution of this Agreement.

16. Signatures. Both parties have read and agree to this Agreement.

ATTEST: BOROUGH OF HO-HO-KUS

BY: Joan Herve'
~~DEBORAH L. FEHRE~~ Joan Herve'
INTERIM BOROUGH CLERK

BY: Thomas W. Randall
THOMAS W. RANDALL
MAYOR

ATTEST: BOROUGH OF PARAMUS

BY: Annemarie Krusznis
ANNEMARIE KRUSZNIS
BOROUGH CLERK

BY: Richard A. Labarbiera
RICHARD A. LABARBIERA
MAYOR