

11-3



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldwpnj.com>

Meeting: 10/29/18 07:00 PM

2018 RESOLUTION APPROVAL

RESOLUTION: SHARED SERVICE AGREEMENT FOR MAINTENANCE AND REPAIRS BETWEEN THE BLOOMFIELD FIRE DEPARTMENT AND THE BOROUGH OF PARAMUS FOR 2019

WHEREAS, there is a need to enter into a shared service agreement between the Borough of Paramus and the Bloomfield fire department for Maintenance and Repairs; and

WHEREAS, both parties have agreed to the attached interlocal agreement; and

WHEREAS, the Township reserves the right to cancel this contract upon thirty (30) days' notice.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Council, of the Township of Bloomfield, County of Essex, State of New Jersey, that the Mayor is hereby authorized to enter into the attached agreement with for Maintenance repair for the time period of January 1, 2019 to December 31, 2019 with the Borough of Paramus.

......*...*

Approved as to form and procedure on basis of facts set forth.

Director of Law-Township Attorney

I do hereby certify that the funding will be legally appropriated per the above information for the purpose specified in the attached contract. Furthermore, it has been represented to me that the contracts have been processed in accordance with the applicable provisions of New Jersey Local Public Contract Law and the Code of the Township of Bloomfield.

Chief Financial Officer

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on October 29, 2018.



 Municipal Clerk of the Township of Bloomfield



 Mayor of the Township of Bloomfield

✓ Vote Record – Resolution						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt	Jenny Mundell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Deny	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Sarah Cruz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed	Ted Gamble	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> First Reading	Richard Rockwell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table with no Vote	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approve						
<input type="checkbox"/> Veto by Mayor						
<input type="checkbox"/> Discussion						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Discussion No Vote						

**INTERLOCAL AGREEMENT
FOR THE PROVISION OF VEHICLE MAINTENANCE AND REPAIRS**

THIS AGREEMENT dates the 12 day of Sep, 2018, is made between The Borough of Paramus, whose principal business address is One Jockish Square, Paramus, New Jersey (hereinafter "Borough"). AND the Bloomfield Fire Department, whose principal business address is 1 Municipal Plaza, Bloomfield, New Jersey (hereinafter "Service Recipient")

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 Bloomfield Fire Department to enter into an Interlocal Services Agreement, with the Borough so that the Borough of Paramus is authorized to maintain and repair motor vehicles owned by the Bloomfield Fire Department; and

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

WHEREAS, 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. 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 Bloomfield Fire Department vehicles, at the rate of \$80.00 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 Paramus to retrieve parts.

3. Tires. Tires will be purchased under State contract pricing when available. The hourly labor rate will apply for the tire change over's performed by the Borough of Paramus.

4. Outside and Body Repairs. 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 Bloomfield Fire Department for Petroleum products.

Motor Oil	\$3.00 per quart
Hydraulic Oil	\$3.25 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	\$3.00 per quart
Freon 134A	\$15.00 per pound
Freon R012	Market Price (plus 25% if available)

These prices are subject to change due to a market fluctuation. Notice will be given to the Bloomfield Fire Department prior to any increase.

6. Labor Time. Average labor time for a complete preventative maintenance (times are averaged and may change due to certain situations)

6 hours for fire 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 schedule and billing will be the responsibility of the Mechanical Office of the Borough of Paramus. A 15% administrative fee will be added not to exceed \$200.00 to all repair orders to cover the cost of faxes, postage, billing, copies, etc. The Borough of Paramus will bill the Bloomfield Fire Department on a monthly basis for all maintenance and repairs. Payment shall be made to the Borough of Paramus within thirty (30) days of the receipt of monthly invoice.

9. Miscellaneous.

a) 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 service.

b) Paramus will bill the Bloomfield Fire Department on a monthly basis for all maintenance and repairs performed.

c) Payment to the Borough of Paramus shall be made in thirty (30) days of receipt of monthly invoice.

d) Paramus requests as much notice as possible for scheduling of maintenance and repairs. However, in the event of an emergency, every effort will be made to make the necessary repairs as quickly as possible.

e) 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 Bloomfield Fire Department.

10. Duration. This Agreement shall be effective January 1, 2019 and terminating December 31, 2019.

11. Affirmative Action. The Service Recipient agrees to adhere to Affirmative Action requirements of the State of New Jersey as set forth as Exhibit "A" and as provided by State Law.

12. 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 the resolution of any dispute.

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

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

15. Each party agrees to comply with such statues, rules, laws, and regulations as may be applicable during the term of this Agreement.

16. This Agreement may be executed in counterpart, the integration of all Signature pages constituting the final Agreement hereto.

IN WITNESS WHEREOF, the parties hereto have, through appropriate officials, Signed and sealed this Agreement on the 12 day of Sept 2018.

ATTEST:

BOROUGH OF PARAMUS

BY: 

ANNEMARIE KRUSZNIS
BOROUGH CLERK

BY: 

RICHARD A. LABARBIERA
MAYOR

ATTEST:

TOWNSHIP OF BLOOMFIELD

BY: 

LOUISE M. PALAGANO
BOROUGH CLERK

BY: 

MICHAEL J. VENEZIA
MAYOR