**SHARED SERVICES AGREEMENT FOR SHARED SERVICE FOR MECHANICAL SERVICES FOR POLICE DEPARTMENTS OF THE BOROUGH OF KINNELON**

**AND THE BOROUGH OF BLOOMINGDALE**

**THIS AGREEMENT** dated the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2014, is made

BETWEEN: The Borough of Bloomingdale, whose principal business address is 101 Hamburg

Turnpike, Bloomingdale, NJ (hereinafter “Borough”), and the Borough of Kinnelon, whose

principal business address is 130 Kinnelon Road, Kinnelon, NJ (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 Borough of Kinnelon to enter into an Interlocal

Services Agreement with the Borough so that the Borough of Bloomingdale is authorized to

 **WHEREAS,** the governing body of the Borough of Bloomingdale has 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 Bloomingdale Department of Public Works,

Mechanical Maintenance Division shall provide labor, and repair services on all

Borough of Kinnelon police vehicles, at the rate of $55.00 per hour for 2014. There

will be a 2% (two percent) increase of this rate in each subsequent year.

1. Parts. Parts will be purchased from local vendors under state contract when available.
2. Tires. Tires will be purchased under State contract pricing when available. The

hourly labor rate will apply for tire change overs performed the Borough of

Bloomingdale.

1. Outside and Body Repairs. Outside and body repairs will be performed by State

contract vendors when available. Prior to work being done at an outside repair shop,

Bloomingdale is to receive written approval from Kinnelon for the vehicle to be

transported and repaired at another location.

1. Labor Time. Bloomingdale will provide an estimate for repairs per industry

guidelines prior to the signing of this contract. Any repairs that will require time

exceeding the industry standard will be communicated to Kinnelon prior to work

being performed.

1. Unscheduled Repairs. Unscheduled repairs will be billed at an hour for hour basis

plus parts and materials.

1. Pickup and Delivery. CDL drivers from the Borough of Bloomingdale will be

available to pick up and return vehicles out of the Borough if it becomes necessary.

Hourly rates will apply for this service. Vehicles unable to be driven will be towed to

the Bloomingdale facility by vendors approved by the Borough of Kinnelon.

1. Payment. The administration of scheduling and billing will be the responsibility of

the Mechanical Office of the Borough of Bloomingdale. The Borough of

Bloomingdale will bill the Borough of Kinnelon on a monthly basis for all

maintenance and repairs. All invoices for parts, etc., are to accompany the monthly

invoices. Payments shall be made to the Borough of Bloomingdale within thirty (30)

days of receipt of monthly invoice providing that the billing times with the monthly

council bills list approval. The amount of the services for the calendar year are not to

exceed $24,000.00. If during the calendar year, the repairs could exceed $24,000.00,

both sides must agree to this before continuing any service during that calendar year.

1. Miscellaneous.
2. Reasonable notice shall be given to the Borough of Bloomingdale 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. The

timeframe for completion will be communicated to Kinnelon at the start of the

repair.

1. In the event the Borough of Bloomingdale 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 Kinnelon. Kinnelon reserves the

right to agree to the outside agency prior to transporting and work beginning

on a repair at an outside agency.

1. Duration. This Agreement shall be effective for a period of three (3) years,

commencing on January 1, 2014 and terminating December 31, 2016. Either party

can terminate this contract with a 60 day written notice delivered to the other party.

1. 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.

1. Legal Action. The parties agree that in the event of legal action by either party, same

shall be by Court proceeding and the parties hereby waive arbitration as a forum for

resolution of any dispute.

1. Exhibits. All documents referenced herein are made part of this Contract as if set

forth in length herein.

1. Resolution. This Agreement is expressly contingent upon the adoption of a

concurring resolution by the Service Recipient authorizing the execution of this

Agreement.

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

ATTEST: BOROUGH OF KINNELON

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 KAREN M. IUELE ROBERT W. COLLINS, MAYOR

 Acting Borough Clerk

 BOROUGH OF BLOOMINGDALE

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 JANE MCCARTHY JONATHAN DUNLEAVY, MAYOR

 Borough Clerk

**EXHIBIT “A”**

**P.L. 1975. C. 127 (N.J.A.C. 17:27**

**Mandatory Affirmative Action Language**

**Procurement, Professional or Service Contract**

During the performance of this contact, the Contractor agrees as follows:

 The firm, contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

 The firm, contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regarding to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

 The firm, contractor or subcontractor, where applicable, will send to each labor union or representative workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer advising the labor union or workers’ representative of the contractor’s commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

 The firm, contractor or subcontractor, where applicable, agrees to comply with any regulations, promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from the time to time and the Americans with Disabilities Act.

The firm, contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1997, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.O. 1975, c.127, as amended and supplemented from time to time.

The firm, contractor or subcontractor agrees to inform in writing appropriate recruitments agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The firm, contractor or subcontractor agrees to revise any of its testing procedures, if necessary to assure that all personnel testing conforms with the principles of job-relating testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The firm, contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downloading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and Federal court decisions.

 The firm, contractor or subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time and in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).