County of Passaic Board of County Commissioners

OFFICE OF COUNTY COMMISSIONERS

Director Pasquale "Pat" Lepore Deputy Director John W. Bartlett Orlando Cruz Terry Duffy Nicolino Gallo Bruce James Cassandra "Sandi" Lazzara

401 Grand Street Paterson, New Jersey 07505 Tel: 973-881-4402 Fax: 973-742-3746



Matthew P. Jordan, Esq. Administrator Nadege D. Allwaters, Esq. County Counsel Louis E. Imhof, RMC Clerk Of The Board

Date: Oct 24, 2023 - 5:30 PM

Agenda: RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE

IAINTENANCE SERVICES TO THE BOROUGH F		
.J.S.A. 40A:65-1, ET SEQ.		
THIS RESOLUTION WAS REQUESTED BY:		
ROADS DIVISION		
REVIEWED BY:		
8	Official Resolution#	
Matthew P. Jordan, Esq.	Meeting Date	10/24/2023
	Introduced Date	10/13/2023
DDD OVED AC TO FORM AND LEGALITY	Adopted Date	
PPROVED AS TO FORM AND LEGALITY:	Agenda Item	29.
Molwetus	CAF#	
	Purchase Req. #	
Nadege D. Allwaters, Esq.	Result	
		•
Public Works		
COMMITTEE NAME		

RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE BOROUGH OF PROSPECT PARK TO PROVIDE FLEET MAINTENANCE SERVICES TO THE BOROUGH FOR A FIVE-YEAR TERM, PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.

WHEREAS, the County of Passaic (hereafter "County") is a body politic and corporate pursuant to N.J.S.A. 40:18-1 and vested with all rights contained therein; and

WHEREAS, pursuant to <u>N.J.S.A</u>. 40:20-1 the Board of County Commissioners of the County of Passaic (hereafter "Board") is vested with managing the property, finances, and affairs of the County; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes the County to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the County was approached by the Borough of Prospect Park, which was seeking to enter into a shared services agreement for fleet maintenance services, whereby the County would maintain the Borough of Prospect Park's vehicle fleet as needed and in accordance with a fee schedule; and

WHEREAS, the Supervisor of Roads is recommending that the County enter into a shared service agreement with the Borough of Prospect Park, for the County to provide fleet maintenance services for the Borough of Prospect Park, for a period beginning May 1, 2023 through April 30, 2028 with the County to receive payment in accordance with the Agreement, attached hereto and made part hereof; and

WHEREAS, this matter was discussed at the October 11, 2023 meeting of the Public Works Committee and is being recommended to the Board for approval; and

NOW, THEREFORE, LET IT BE RESOLVED, pursuant to N.J.S.A. 40A:65-1, et seq., that the Board of County Commissioners of the County of Passaic hereby authorize the shared services agreement between the County of Passaic and the Borough of Prospect Park, for the County to provide fleet maintenance services for the Borough of Prospect Park, for a period beginning May 1, 2023 through April 30, 2028.

LET IT BE FURTHER RESOLVED, that pursuant to <u>N.J.S.A.</u> 40A:65-(b) a copy of the Shared Services Agreement shall be filed, for informational purposes, with the Division of Local Government Services.

LET IT BE FURTHER RESOLVED, that the Clerk to the Board, County Counsel, and Director of the Board are authorized to take any other action necessary to carry out the purposes of this resolution.

October 24, 2023

KJB

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF PASSAIC

And the

BOROUGH OF PROSPECT PARK

for

FLEET MAINTENANCE SERVICES ...

PREPARED BY:

The Office of the Passaic County Counsel 401 Grand Street, Room 214 Paterson, New Jersey 07505 Phone: (973) 881-4466 Fax: (973) 881-4072

Shared Services Agreement for Pleet Maintenance Services Page 1 of 9

THIS SHARED SERVICES AGREEMENT (hereafter "Agreement"), dated this day of2023, by and between the County of Passaic, a body politic and corporate of the
State of New Jersey (hereafter "County"), with its principal offices located at 401 Grand Street, Room 205, Paterson, New Jersey 07505 and the Borough of Prospect Park, a body politic and corporate of the
State of New Jersey (hereafter "Borough"), with its principal offices located at 100 Blown Avenue, Prospect Park, New Jersey 07508, Passaic County and the Brough of Prospect Park shall be collectively
referred to as the "Parties" throughout the Agreement.

RECITALS

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., allows for any local unit to enter into an agreement with any other local unit or unites provide or receive any services that each participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7; and

WHEREAS, the County's Road Department maintains vehicles in the County vehicle fleet at 1310 Route 23 North, Wayne, NJ; and

WHEREAS, the Borough approached the County, seeking to enter into a shared services agreement with the County for the County to provide vehicle maintenance services to the Borough's vehicle fleet; and

WHEREAS, the County agrees to provide vehicle maintenance services to the Borough's vehicle fleet, provided that the Borough reimburse the County for parts and labor used to maintain the Borough's vehicles; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the County and the Borough each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto and made part of this Agreement, and

NOW, THEREFORE, in consideration of the mutual terms herein, the County and Borough agree as follows:

I. Incorporation of Recitals.

The recitals set forth above are incorporated herein by reference.

II. Term.

The Term of this Agreement shall run for a period of five (5) years, commencing on May 1, 2023, and terminating on April 30, 2028.

III. Services Provided and Cost.

Shared Services Agreement for Fleet Maintenance Services
Page 2 of 9

The County shall provide the services set forth in the Vehicle Maintenance – Menu of Services, at the hourly rates and costs attached hereto as <u>Appendix A</u>. The Borough shall reimburse the County for parts purchased and labor necessary to maintain the Borough's vehicles. The costs of the parts charged to the Borough shall be at the direct costs of the parts to the County and shall not include an administrative fee or upcharge. The Parties acknowledge that the within Agreement is not intended for the County to be the exclusive vendor, provider and/or method for the Borough to obtain the services contained herein and the Borough reserves the right to self-perform and/or procure the services contained herein from a thirty-party.

IV. Requirements of the Borough.

The Borough shall designate in writing to the County and authorized representative for the administration of this Agreement and all of the services to be provided hereunder. The Borough shall make requests for services in accordance with this paragraph and the Vehicle Maintenance—Technical Specifications, attached hereto as Appendix B. Any and all invoices issued by the County shall be due and payable upon forty five (45) days receipt of the County's invoice by the Borough. The Borough, through it's designated representative shall make the request for services to the County. In the event that the total cost of the services shall exceed \$500.00, the County shall advise the Borough of the estimated cost of the repair prior to commencing the work. Thereafter, the Borough's designated representative shall either approve and authorize the repair in writing. In the event the Borough's designated representative fails to authorize the repairs in writing, the County is under no obligation under the terms of this Agreement to make the requested repair. In addition, the Borough shall not be responsible for the cost of a repair in excess of \$500.00, that has not been authorized in writing by the Borough's designated representative.

V. Requirements of the County.

The County shall adhere to the procedures outlined above and in Appendix A and Appendix B. Specifically, the County shall respond to requests for services made by the Borough within twenty-four (24) hours receipt of such request for services. The County shall issue invoices to the Borough on a monthly basis, including an invoice statement, and a work order detail showing the description of work and all parts/labor costs associated therewith. The County shall also maintain a master list of all Borough vehicles in the Borough's fleet, and retain all maintenance and repair records for said Borough vehicles.

In the event that the County intends upon raising it hourly labor rates contained in Appendix A, it shall notify the Borough in writing thirty (30) days prior to the effective date of the increased rates.

VI. Limitation of Delegation of Authority.

Shared Services Agreement for Fleet Maintenance Services Page 3 of 9

- a. To the extent this Agreement constitutes a delegation of authority by the County or the Borough, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described herein, consistent with the terms and provisions of this Agreement.
- b. Neither the Borough nor the County intend by this Agreement to create any agency relationship other than that which may be specifically required by this Agreement for the limited purpose of the provision of services provided by the County pursuant to this Agreement.
- VII. Compliance with Laws and Regulations. The Borough and the County agree that each Party will at its own costs and expense promptly comply with, or cause to be complied with, all laws, rules, regulations, and other governmental requirements which may be applicable to its performance of the services described in this Agreement. If a court of competent jurisdiction finds that any legal requirements have not been met, either party may exercise their right of rescission by forwarding formal written notice to the other party.
- VIII. <u>Insurance</u>. At all times during the term of this Agreement, each of the Parties shall maintain all necessary and appropriate insurance policies with respect to the services to be performed pursuant to this Agreement. Both Parties to this Agreement, the County and the Borough, hereby assert that they have insurance coverage to cover their respective activities and responsibilities with regard to the terms of this Agreement.
 - Indemnification. To the fullest extend allowable by the law, each party to this Agreement, their successors, and assigns shall hold harmless, indemnify, defend, and release the other party and their members, directors, officers, employees, agents, and contractors, successors and assigns from and against all suits, liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from or in any way connected with the other party's performance, attempted performance, or failure to perform in connection with this Agreement or other activities as described in the Agreement, including, but not limited to, any injury to or the death of any person or any damage to any property resulting from any act, omission, condition, or other manner related to this Agreement, regardless of cause, unless due to the negligence of any of the indemnified parties.

X. Dispute Resolution.

- a. <u>Mandatory Mediation</u>. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objecting party must participate in the mediation. The costs of such Non-Binding Mediation shall be borne equally by both Parties.
- b. <u>Procedure</u>. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless

Shared Services Agreement for Fleet Maintenance Services Page 4 of 9 the Parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the mediation.

- c. <u>Non-Binding Effect</u> Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.
- d. <u>Judicial Proceedings</u>. Upon the conclusion of Mediation, either party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Passaic County.
- e. <u>Temporary Injunctive Relief.</u> Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Passaic County.
- XI. Governing Law. This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.
- Notice. All notices, reports, statements, requests, or authorizations required to be give hereunder shall be personally delivered or sent by first class mail to the Parties at the following addresses, unless a party has been notified of a change of address:

To: County of Passaic
Office of the County Administrator
401 Grand Street, Room 205
Paterson, NJ 07505

To: Borough of Prospect Park
Office of the Borough Administrator
106 Brown Avenue
Prospect Park, NJ 07508

- XIII. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter.
- XIV. Headings. The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit any scope of any provision of this Agreement.
- XV. Force Majeure. If either parties' performance of any of the provisions of this Agreement become impossible due to Force Majeure, that Party will be excused from performing such obligations until

Shared Services Agreement for Fleet Maintenance Services
Page 5 of 9

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- such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored,
- XVI. Amendments and Modifications. This Agreement may be amended only by an instrument in writing signed by the Parties and effective as of the date stipulated therein. Moreover, for the amendment to be valid and binding on the Parties, it must be accompanied by a resolution authorizing same.
- XVII. Agreement Filed with the New Jersey Division of Local Government Services. Pursuant to N.J.S.A. 40A:65-4(b), the Borough shall file this Agreement, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, together with an estimate of the cost savings anticipated to be achieved by the Borough.
- XVIII. Authority. By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained therein.
 - XIX. Termination. This Agreement will continue in effect on the terms and conditions provided herein and shall continue unless and until: (1) the term is completed; or (2) the agreement is terminated, with or without cause, with one hundred and twenty (120) days written notice at any time, with proof of delivery, on either Party.

IN WITNESS of the foregoing provisions, the Parties have executed and delivered this Agreement as of the date set forth below:

Attest:

COUNTY OF PASSAIC

Louis E. Imhof, III
Clerk, Board of County Commissioners

As to form and legality:

Nadege D. Allwaters, Esq.
Passaic County Counsel

Attest:

Fahim Abedrabbo Acting Municipal Clerk BOROUGH OF PROSPECT PARK

Mohamed T. Khairullah

Mayor of the Borough of Prospect Park

APPENDIX A

Shared Services Agreement for Fleet Maintenance Services
Page 8 of 9



Road Department 1310 Route 23 North, Wayne, NJ

Vehicle Maintenance - Menu of Services

Oil Change Service

Change:

- Oil with quality motor oil in accordance with the manufacturer's specifications
- Oil filter

Inspect Key Components:

- Antifreeze/coolant reservoir levels
- Engine air filtration system
- Serpentine belts
- Brake fluid level (in transparent reservoirs)
- Wiper blades
- Exterior lights & Interior
- Chassis (lubricate when applicable)

Check and Fill:

- Tire pressures
- Transmission/transaxle fluid
- Differential/transfer case fluid
- Power steering fluid
- Windshield washer fluid
- Battery water (excluding sealed batteries)

Cost: Parts & Labor

Battery Service

Battery Maintenance Service:

 This service includes terminal cleaning, cable replacement and tightening connections.

Battery Replacement Service:

This includes testing, replacement, and proper disposal of the used battery.

Cost: Parts & Labor

Brakes Service

Brake Inspection:

 Our mechanics will perform a visual inspection of the brake system, measures the brake pads, and provide a service recommendation.

Brake Replacement:

 Based on the results the brake inspection, mechanics will service and replace brake system components in accordance with the manufacturer's specifications.

Cost: Parts & Labor

Engine Service

A/C Evacuation and Recharge:

- This service includes the inspection of the air conditioning compressor drive belt, serpentine belt and all accessible components for cracks, leaks, and damage. Our mechanics will check the operation of the air conditioning compressor.
- If no leaks or damage are found, they evacuate the refrigerant from the system, vacuum test and recharge the air conditioning system using the appropriate refrigerant according to the vehicle manufacturer's specification.

Engine Diagnostic Services:

- Our mechanics will scan for trouble codes and provide you with a written description of any codes found to help ensure optimal performance, reliability, and longevity of the engine.
- Engine diagnostic service is performed when the Check Engine Light is illuminated or when drivability issues such as rough idle, stalling or hesitation occur.

Radiator Coolant Fluid Exchange:

 This service removes used engine coolant (also called antifreeze), replaces it with coolant that meets or exceeds the manufacturer's specifications and properly disposes of the used fluid.

Serpentine Belt Replacement:

 Our mechanics will inspect the serpentine belt for fraying, splitting, glazing (the working edge of the belt becomes shiny from age and wear) or any other damage. If necessary, our mechanics will remove the current serpentine belt and install a new one.

Tune-Up/Spark Plug Replacement:

 This service will remove and replace your spark plugs as well as inspects your ignition system based on your vehicle manufacturer's specifications. Cost: Parts & Labor

Filter Service

Cabin Air Filter Replacement:

 This service will remove and inspect the cabin air filter and, if necessary, replaces it with a new, clean filter.

Engine Air Filter Replacement:

 This service will remove and inspect the engine air filter and, if necessary, replaces it with a new, clean filter.

Fuel Filter Replacement:

This service removes your used fuel filter and replaces it with a new fuel filter, according
to your manufacturer's recommendation, to help ensure optimal fuel cleanliness and
engine performance.

Transmission Filter Replacement:

This service removes the used transmission filter, replaces it with a new filter and refills
the transmission fluid with an option that meets or exceeds the manufacturer's
specifications.

Cost: Parts & Labor

Fluids

A/C Evacuation and Recharge:

- This service visually inspects the air conditioning compressor drive belt, serpentine belt
 and all accessible components for cracks, leaks, and damage. Our mechanics will check
 the operation of the air conditioning compressor.
- If no leaks or damage are found, the mechanics will evacuate the refrigerant from the system, vacuum test and recharge the air conditioning system using the appropriate refrigerant according to the vehicle manufacturer's specification.

Brake Fluid Exchange:

 Our mechanics will perform a visual inspection of your vehicle's brake system, drain and properly dispose of used brake fluid and replace with brake fluid that meets or exceeds the vehicle manufacturer's specifications.

Diesel-Exhaust Fluid (DEF):

 When the Diesel Exhaust Fluid (DEF) tank is found to be low on fluid, our mechanics will add DEF to bring it back to an acceptable level.

Differential Fluid Exchange:

 Our mechanics will drain the used fluid and replaces it with differential fluid that meets or exceeds the manufacturer's specifications.

Fluid Top Off:

 With every service, our mechanics will provide fluid top off service on vital fluids including motor oil, transmission, power steering, differential/transfer case and washer

Radiator Coolant Fluid Exchange:

 This service removes used engine coolant (also called antifreeze), replaces it with coolant that meets or exceeds your manufacturer's specifications and properly disposes of the used fluid.

Transfer Case Fluid Exchange:

 This service will drain the existing transfer case fluid and replace with transfer case fluid that meets or exceeds the manufacturer's specifications.

Transmission Fluid Exchange:

 This service removes the used fluid and replaces it with new transmission fluid that meets or exceeds the manufacturer's specifications.

Cost: Parts & Labor

Tires

Tire Installation:

 This service installs and balances new tires that meet or exceed the manufacturer's specification.

Tire Pressure Monitoring System Services (TPMS):

 This service inspects, resets and/or services the Tire Pressure Monitoring System (TPMS).

Tire Repair:

- This service will remove the tire from the wheel and inspects to determine whether the tire is repairable. This evaluation includes potential structural damage to the tire and previous repairs.
- If a repair is needed, our mechanics will clean the puncture, preps the area around the
 puncture and installs a plug or patch from the inside, completely sealing the tire to
 industry standards. After the repair has set, the mechanic will reinstall and inflates the
 tire to your vehicle manufacturer's specifications.

Vehicle Maintenance – Menu of Services Kenneth A. Simpson, County Supervisor of Roads #U3SKESPSOD99P4v1

Tire Replacement:

Our mechanics will inspect the vehicle's tires for condition, treadwear and correct
inflation based on manufacturer specifications and, if needed, recommends
replacement when the tire is approaching minimum industry standards for treadwear or
is considered unsafe.

Tire Rotation:

 This service will rotate the vehicle's tires to help ensure optimal performance and tire longevity.

Wheel Balancing:

 This service removes all four of the vehicle's wheels, spin-balances them and attaches weights to bring the balance within specifications.

Cost: Parts & Labor

The Passaic County Road Department recommends following manufacturer recommendations, where applicable, for maintenance schedules and service intervals.

Vehicle maintenance services not offered: DMV Inspections, vehicle alignment, body repair, vehicle towing.

APPENDIX B

Shared Services Agreement for Fleet Maintenance Services Page 9 of 9



Road Department 1310 Route 23 North, Wayne, NJ

Vehicle Maintenance - Technical Specifications

Policy

- The Road Department's hours of operation are Monday Friday from 7:00 am –
 3:30 pm.
- The Road Department shall invoice monthly for all labor, material and/or parts.
- All municipal vehicles shall undergo an initial assessment which includes an oil change service and multipoint inspection.
- The County is not responsible for any towing fees.

Request for Service

- The Road Department will provide access to an online service request portal;
 www.passaiccountynj.org/fleet
- The Road Department will respond by phone or email to service requests within 24 hours.
- The Road Department will coordinate with the municipality on a scheduled date and time for the service request.
- The Municipality must contact the County Fleet Manager for any emergency request for service at 973.881.4500

Payment

- The County will provide a monthly invoice to include the following:
 - o Invoice Statement
 - Work Order Detail; includes the description of work, labor cost, and parts cost
 - . o Receipt for parts or materials
 - Multipoint inspection checklist

Records

• The County will maintain a master list of municipal vehicles and retain all maintenance and repair records.

Vehicle Maintenance - Sample Invoice



County of Passaic

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Kenneth A. Shupson, CPVM sistalos prod

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Monday, October 3, 2022

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Atta: Eva Rutz, Accounts Payable

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If you should have any questions, or require additional intornation, please contact our of fice at (273) 881-4800.

Sincerely.

Kenneth A. Simpson, CPWM County Supervisor of Roads

ce Aligia Anderson, Fleet Manager

Passaic County Road Department

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Passaic County Road Department

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Vehicle Maintenance – Technical Specifications Kenneth A. Simpson, County Supervisor of Roads #U3Q33RLM0D71V4v1

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Commercial Invoice

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Vehicle Maintenance – Technical Specifications Kenneth A. Simpson, County Supervisor of Roads #U3Q33RLM0D71V4v1

10 Vehicle Maintenance – Technical Specifications Kenneth A. Simpson, County Supervisor of Roads #U3Q33RLM0D71V4v1

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Vehicle Maintenance - Technical Specifications Kenneth A. Simpson, County Supervisor of Roads #U3Q33RLMOD71V4v1

Borough of Prospect Park

Vehicle Maintenance - Master List

						7
Vehicle	Year	Make	Model	License	Vin #	Туре
ID 1				Plate		6.0.1
PP-201	2022	Ford	Explorer	46816MG	1FM5K8AB2NGB45758	SUV
PP-202	2022	Ford	Explorer	46817MG	1FM5K8AB7NGB45772	SUV
PP-203	2020	Ford	Explorer	38786MG	1FM5K8AB5LGB68044	SUV
PP-204	2017	Ford	Explorer	18137MG	1FM5K8ARXHGC86370	SUV
PP-206	2013	Ford	Explorer	MG94941	1FM5K8AAR9DGB84567	SÚV
PP-207	2015	Ford	Taurus	14165MG	1FAHP2MK7FG162011	Sedan
PP-400	2008	Ford	Crown V	SPK47G	2FAFP71V28X168752	Sedan
PP-500	2018	Chevy ·	Tahoe	L44GFX	1GNSKFKC2JR127396	SUV
PP-730	2018	Chevy	Tahoe	26969MG	1GNSKFEC2JR227476	SUV-
PP-731	2005	Dodge	Durango	pending	pending	SUV
PP-301	2007	Ford	Crown V	MG72929	2FAFP71W57X114417	Sedan
PP-302	2022	Chevy	Colorado	pending	pending	SUV
PP-303	2020	Ford	F-550	42835MG	1FD0X5HNSLEE63421	Pickup
PP-304	2004.	Ford	F-450	MG60683	1FD8F47P94E85	Pickup
PP-305	2001	Ford	F-350	MG75827	1FDWF37F71EA35686	Pickup
PP-306	1997	John Deer	544G	MG27450	NDW544GD559659	Loader
PP-307	2013	Ford	F-350	MG95064	1FTRF3869DE46902	Pickup
PP-308	2021	International	HVF07 SFA	pending	3HAEETAR2ML536295	Snow Plow