

**SHARED SERVICES AGREEMENT FOR MECHANICAL SERVICES FOR
MUNICIPAL VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, THE
POLICE DEPARTMENT AND THE FIRE DEPARTMENT BETWEEN THE
BOROUGH OF POMPTON LAKES
AND THE BOROUGH OF BLOOMINGDALE**

THIS AGREEMENT dated the 6th day of February 2024, is made

BETWEEN: The Borough of Bloomingdale, whose principal business address is 101 Hamburg Turnpike, Bloomingdale, NJ (hereinafter "Borough"), and the Borough of Pompton Lakes, whose principal business address is 25 Lenox Avenue, Pompton Lakes, 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 Pompton Lakes to enter into an Interlocal Services Agreement with the Borough so that the Borough of Bloomingdale is authorized to perform mechanical services on the Borough of Pompton Lakes vehicles; and

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 Pompton Lakes Department of Public Works vehicles, the Police Department Vehicles and the Fire Department Vehicles. The annual cost for this service for 2024 will be \$107,000.00 for all work performed by the Borough of Bloomingdale Mechanical Staff.

The payments are to be made in equal installments quarterly on March 1st, June 1st, September 1st and December 1st.

If the need arises for work to be performed outside of the normal works hours and not under a storm related event where the need for overtime incurs, the overtime rate will be tied to the Borough of Bloomingdale Blue Collar Contract enforceable during that time period.

2. Parts. Parts will be purchased from local vendors under state contract when available.

The Borough of Pompton Lakes shall establish accounts for parts at the same vendors currently utilized by the Borough of Bloomingdale

3. Tires. Tires will be purchased under State contract pricing when available, if the Borough of Bloomingdale will be purchasing tires for the Borough of Pompton Lakes. If the Borough of Pompton Lakes will be purchasing tires directly, Pompton Lakes will need to make arrangements to deliver the tires on an as needed basis.

4. 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 Pompton Lakes for the vehicle to be transported and repaired at another location.

5. Pickup and Delivery. Vehicles will be driven to and from Bloomingdale by Pompton Lakes employees. Vehicles unable to be driven will be towed to the Bloomingdale facility by vendors approved by the Borough of Pompton Lakes.
6. Payment. The administration of scheduling and billing will be the responsibility of the Mechanical Office of the Borough of Bloomingdale. All invoices for parts, etc., will be submitted to Pompton Lakes on a monthly basis outlining the work completed and the parts purchased.
7. Miscellaneous.
 - (a) 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 Pompton Lakes at the start of the repair.
 - (b) 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 Pompton Lakes. Pompton Lakes reserves the right to agree to the outside agency prior to transporting and work

beginning on a repair at an outside agency.

8. Duration. This Agreement shall be effective for a period of one (1) year, commencing on January 1, 2024 and terminating December 31, 2024. Either party can terminate this contract with a 60 day written notice delivered to the other party.
9. 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.
10. 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.
11. Exhibits. All documents referenced herein are made part of this Contract as if set forth in length herein.
12. Resolution. This Agreement is expressly contingent upon the adoption of a concurring resolution by the Service Recipient authorizing the execution of this Agreement.
13. Signatures. Both parties have read and agree to this Agreement.

[SIGNATURES ON NEXT PAGE]

ATTEST:

BOROUGH OF POMPTON LAKES

BY: 
ELIZABETH BRANDSNESS
Borough Clerk

BY: 
MICHAEL SERRA, MAYOR

BOROUGH OF BLOOMINGDALE

BY: 
BREEANNA SMITH
Borough Clerk

BY: 
JOHN D'AMATO, MAYOR

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 contract, 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 of 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 regard 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 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).

**RESOLUTION NO. 2024-2.15
OF THE GOVERNING BODY OF
THE BOROUGH OF BLOOMINGDALE**

RESOLUTION AUTHORIZING THE SHARED SERVICE RENEWAL AGREEMENT FOR MECHANICAL SERVICES FOR MUNICIPAL VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, THE POLICE DEPARTMENT AND THE FIRE DEPARTMENT BETWEEN THE BOROUGH OF POMPTON LAKES AND THE BOROUGH OF BLOOMINGDALE

WHEREAS, the Governing Body previously authorized a 5 year renewal agreement with the Borough of Pompton Lakes for Mechanical Services via Resolution No. 2023-12.25; and

WHEREAS, after consideration the Borough of Pompton Lakes wishes to renew the shared service agreement for only (1) one year; and

WHEREAS, the Borough of Bloomingdale can provide mechanical services for the above municipal vehicles; and

WHEREAS, accordingly, the Borough of Bloomingdale and the Borough of Pompton Lakes desire to enter into this Interlocal Shared Services Agreement (“Agreement”) through which the Borough of Bloomingdale shall provide mechanical services for the Borough of Pompton Lakes; and

WHEREAS, said agreement shall be for a period of one (1) year, effective on January 1, 2024 and terminating December 31, 2024.; and

WHEREAS, execution of said agreement is authorized pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Bloomingdale, in the County of Passaic, and State of New Jersey that the Mayor and Borough Clerk are hereby authorized to execute an Interlocal Shared Services Agreement with the Borough of Pompton Lakes for mechanical services; and

BE IT FURTHER RESOLVED that the Interlocal Shared Services Agreement shall take effect upon the adoption of appropriate resolutions by all the parties thereto, and execution of agreements authorized thereunder as set forth in the agreement. Said agreement is on file in the Office of the Clerk for inspection by the public.

This Resolution shall take effect immediately.

Record of Council Vote on Passage

COUNCIL PERSON	AYE	NAY	Abstain	Absent	COUNCIL PERSON	AYE	NAY	Abstain	Absent
Catalano	X				Dellaripa	X			
Graziano				X	Schubert	X			
Hudson	X				Yazdi	X			

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Governing Body of the Borough of Bloomingdale at an Official Meeting held on February 6, 2024.


Brecanna Smith, RMC
Municipal Clerk, Borough of Bloomingdale



BOROUGH OF POMPTON LAKES
PASSAIC COUNTY, NEW JERSEY



Resolution No: 24-140

TITLE:
AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF BLOOMINGDALE FOR MECHANICAL SERVICES FOR MUNICIPAL VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, POLICE DEPARTMENT, AND FIRE DEPARTMENT EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

WHEREAS, the Borough of Pompton Lakes has a need for Mechanical Services as noted above pursuant to N.J.S.A. 4:19-15.15; and

WHEREAS, the Borough of Bloomingdale has agreed to provide said services to the Borough of Pompton Lakes by way of a Shared Services Agreement as permitted by N.J.S.A. 40A:65-1 et. seq.;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Pompton Lakes, in the County of Passaic, and State of New Jersey, as follows:

- 1. The Mayor and Borough Clerk are hereby authorized and directed to execute the attached one-year Shared Services Agreement with the Borough of Bloomingdale for Mechanical Services as listed above in the amount of \$107,000.00 per year in accordance with the terms and provisions set forth.
- 2. A copy of the agreement shall be filed with the Borough Clerk and shall be open for public inspection at the Borough Municipal Building upon adoption of this resolution.
- 3. The agreement shall take effect upon the lawful adoption of the requisite resolutions by all parties thereto.
- 4. A copy of the Agreement shall be sent to the State of New Jersey, Division of Local Government Services in the Department of Community Affairs.
- 5. This resolution shall take effect immediately upon adoption according to law.

RECORD OF COUNCIL VOTE:

I, Elizabeth Brandsness, R.M.C., Municipal Clerk, hereby certify that the above resolution is a true copy of the resolution adopted by the Mayor and Council at their Regular Meeting held on Wednesday, February 28, 2024 at 7:30 p.m. in the Pompton Lakes Municipal Building, 25 Lenox Avenue, Pompton Lakes, N.J.

Motion – by: Polidori Second – by: DeLine

COUNCIL	Yes	No	Absent	Abstain	COUNCIL	Yes	No	Absent	Abstain
Cruz	✓				Kihlberg	✓			
DeLine	✓				Polidori	✓			
Kent	✓				Venin	✓			
MAYOR (Tie-Break Vote): Yes ☐ No ☐									

Michael Serra, Mayor

Date of Adoption: February 28, 2024

Elizabeth Brandsness, R.M.C., Municipal Clerk