

**INTERLOCAL SERVICE AGREEMENT REGARDING THE PURCHASE  
OF ONE (1) NEW HOOK AND LADDER FIRE TRUCK AND  
ASSOCIATED EQUIPMENT  
BETWEEN  
THE TOWNSHIP OF WANTAGE  
AND  
THE BOROUGH OF SUSSEX**

**WHEREAS**, the Borough of Sussex and the Township of Wantage are served by the Sussex Fire Department; and

**WHEREAS**, The Borough of Sussex and the Township Of Wantage have determined that it is in the best interests of the municipalities to purchase one (1) new hook and ladder fire truck, to be used by the Sussex Fire Department,

**NOW, THEREFORE**, in accordance with the provisions of N.J.S.A. 40:8A-1 et. seq., the Borough of Sussex and the Township Of Wantage enter into this Interlocal Services Agreement for the purchase of a new fire hook and ladder truck.

**THIS AGREEMENT** is entered the latter of the two dates on the signature page by and between

**THE BOROUGH OF SUSSEX**, a municipal corporation of the State of New Jersey, hereinafter referred to as "Sussex"; and

**THE TOWNSHIP OF WANTAGE**, a municipal corporation of the State of New Jersey; hereinafter referred to as "Wantage"

**WITNESSETH**, that Sussex and Wantage agree as follows:

**ARTICLE I: SCOPE OF SERVICES**

**A. Purchase of Fire Truck**

1. Sussex will purchase one (1) new hook and ladder fire truck and associated equipment ("the equipment") to be used by the Sussex Fire Department.

**B. Responsibility.**

1. Bid and Contract documents will be prepared by the Sussex Borough Attorney
2. Equipment specifications will be supplied by the Sussex Fire Department
3. Sussex will be responsible for the bid opening, bid review, and award of contract subject to certification of availability of funds by its Chief Financial Officer.

## **ARTICLE II: COST**

**A.** The cost of the truck and accompanying equipment shall not exceed \$650,000.00.

**B.** Wantage will reimburse seventy-two percent (72%) of the cost of the vehicle and equipment to Sussex – not to exceed \$468,000.00.

1. The amount to be reimbursed by Wantage to Sussex shall be calculated based on the amount of the award of contract for the bid on this project.
2. Wantage will reimburse Sussex the full amount due when the Borough of Sussex Fire Department notifies Sussex and Wantage that the contract has been successfully completed, and the vehicle has been formally accepted.
3. If the contract signed with the successful contractor calls for progress payments to be made in installments, Wantage will reimburse Sussex 72% of the installment payment due upon notification by the Sussex Fire Department that the contractor has successfully completed the contract requirements up to that time, and the Borough of Sussex Chief Finance Officer certifies that the progress payment is due to the contractor on a given date.

**C.** Sussex will pay twenty-eight percent (28%) of the cost of the vehicle and equipment – not to exceed \$182,000.00.

## **ARTICLE III: REPORTS AND MEETINGS**

### **A. Reports**

The Sussex Fire Chief shall provide an annual report of operations to Sussex and Wantage, as evidence that the fire truck purchased under this agreement is being utilized for the benefit of both communities during its useful life.

### **B. Meetings**

The Sussex Fire Chief shall meet with the chief administrative officer of Sussex and/or Wantage, as requested from time to time during the useful life of the vehicle, if such meeting becomes necessary with respect to the application of this agreement.

## **ARTICLE IV: PROPERTY ARRANGEMENTS**

**A.** Sussex will hold the title of ownership for the vehicle and equipment purchased under this agreement.

**B.** Sussex will provide for, and pay the costs of, insurance coverage for this vehicle and equipment.

## **ARTICLE V: GRANTS**

Prior to when a contract is awarded, if grant funds are obtained they shall be applied to reduce the overall cost of purchasing the vehicle and/or equipment. To the extent a Grant is received, all participants shall enjoy the benefit of the Grant on a pro rata basis. All parties recognize that there is no guarantee that a Grant will be approved by the State of New Jersey but shall not use such Grant application as a basis for withholding or otherwise reducing any payments owed under this Agreement.

## **ARTICLE VI: DURATION OF CONTRACT, TERMINATION, AMENDMENT & INTERPRETATION**

### **A. Duration**

The duration of this contract shall be for the period commencing upon the execution of this contract and terminating on December 31, 2003. The contract shall automatically renew annually for the term of the useful life of the vehicle purchased under this agreement, subject to termination as provided for below.

### **B. Termination**

A participating municipality may terminate its participation in this agreement only upon mutual agreement of Sussex, Wantage and the Sussex Fire Department, with the details of the termination process being negotiated by all parties concerned at that time.

### **C. Amendment**

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Chief Administrative Official of each municipality or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

### **D. Interpretation**

In the event of a dispute between the parties regarding the proper interpretation of this agreement, it is agreed that such disputes may be resolved by legal proceedings initiated in the Superior Court of New Jersey with venue in Sussex County. The parties shall bear their own costs of such proceeding. However, in the event any claim, demand, debt, liability, cause of action, legal proceeding or similar such action is filed against Provider by a third party as a result of any action or inaction of Recipient stemming from the services provided under this agreement, Recipient shall indemnify and hold harmless as well as provide a defense to and bear the cost of any resulting liability of Provider.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date written below.

**TOWNSHIP OF WANTAGE**

Attest:

\_\_\_\_\_

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

**BOROUGH OF SUSSEX**

Attest:

\_\_\_\_\_

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_