

THIS AGREEMENT made this 21st day of June, 2007, by and between

The Borough of Maywood, a municipal corporation of the State of New Jersey, with offices located at 15 Park Avenue, Maywood, New Jersey 07607 (hereinafter referred to as "Maywood")

and

The Borough of Paramus, with offices located at Jockish Square, Paramus, New Jersey (hereinafter referred to as "Paramus")

WITNESSETH

WHEREAS, N.J.S.A. 40:8a-1 *et seq.*, the "Inter-local Services Act," authorizes contracts between municipalities for the joint provision of services within their respective jurisdictions; and

WHEREAS, the governing bodies of Paramus and Maywood deem it to be in the best interests of the people in their respective communities to enter into such an agreement for the maintenance and repair of motor vehicles of the Borough of Maywood by the Borough of Paramus;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREINAFTER CONTAINED, THE PARTIES AGREE AS FOLLOWS:

Section 1. Paramus agrees to perform maintenance and repairs to motor vehicles of the Borough of Maywood upon the following terms and conditions:

a. The cost of petroleum products and other items to the Borough of Maywood will be the cost to the Borough of Paramus. The following current charges will apply:

- Oil	2.19/qt
- Hydraulic Fluid	7.52/gallon
- ATF	2.50/qt
- Freon 134A	16.00/lb **vehicle requiring R12 freon will be \$65/lb (subject to availability)
- Antifreeze	12.00/gallon
- Extended Life Coolant	22.00/gallon
- 90W Oil	2.00/qt

Prices are subject to change due to market fluctuation. Paramus will provide notice to Maywood on any price change.

Parts shall be purchased through local vendors (under state contract when available).

Tires are ordered at state contract prices.

b. The labor rate will be at the rate of \$60.00 per hour. Average labor time on a preventive maintenance is (times are averaged only and may change due to certain situations):

- 3 hours for a motor vehicle
- 5 hours for trucks
- 6 hours for fire apparatus/ambulances

Unscheduled repairs will be charged the labor rate on an hour for hour basis until completion. The Borough of Maywood shall pay Paramus a 15% administration fee which will be added to all repair orders.

c. Paramus shall bill the Borough of Maywood on a monthly basis for all maintenance and repairs performed upon Maywood's motor vehicles during the preceding monthly; and be it further

Section 2. Maywood shall remit payment to Paramus within thirty (30) days of receipt of the monthly bill.

Section 3. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the Borough of Maywood has caused this Agreement to be duly executed by its Mayor and has caused its seal to be hereto affixed and attested to by the Borough Clerk, and the Borough of Paramus has caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

BOROUGH OF MAYWOOD

ATTEST:

By: *Sean M. Pelligrino*
Sean Pelligrino, Borough Clerk

By: *Lorraine LaPietra*
Lorraine LaPietra Mayor

BOROUGH OF PARAMUS

ATTEST:

By: *[Signature]*

By: *James J. Federico, III*

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