

# **SHARED SERVICES AGREEMENT LENDING OF VEHICLES AND EQUIPMENT**

*Borough of Franklin Lakes, Franklin Lakes Board of Education and Franklin Lakes Library*

**WHEREAS**, the Borough of Franklin Lakes, a municipal corporation of the State of New Jersey, with its principal office at 480 DeKorte Drive, Franklin Lakes, New Jersey (hereinafter “the Borough”), the Franklin Lakes Board of Education, a public school district of the State of New Jersey, with its principal office at 490 Pulis Avenue, Franklin Lakes, New Jersey (hereinafter “the Schools”), and the Franklin Lakes Public Library, a public library of the State of New Jersey, with its office at 470 DeKorte Drive, Franklin Lakes, New Jersey (hereinafter “the Library”), have a need to lend to each other vehicles and equipment commonly used in the operations of the entities; and

**WHEREAS**, this joint lending agreement between all three entities will increase services to the public, while decreasing operational costs for each entity; and

**WHEREAS**, the governing bodies of the Borough, the Schools, and the Library believe that it is in the best interests of the public to create a joint vehicle and equipment lending program between all three entities; and

**NOW, THEREFORE**, the Borough, the Schools, and the Library shall engage in the mutual covenants and agreements set forth below as follows:

1. In order to more economically and efficiently provide the described Joint Lending Agreement, the Borough, the Schools, and the Library agree to share fleet and equipment inventories (attachment A) and update said inventories on a semi-annual basis.
2. The Borough’s Superintendent of Public Works, the School’s Director of Buildings and Grounds, and the Library’s Business Administrator shall establish a set of guidelines and recordkeeping for this lending program.
3. The term “Lender” shall constitute the entity loaning out a vehicle, piece of equipment or labor. The term “Borrower” shall constitute the entity that is receiving a vehicle, piece of equipment or labor.
4. It is the responsibility of each Borrower to make a formal request for a loan of any inventory listed in attachment A at least seventy-two (72) hours in advance to the Lender. Request forms (attachment B) will be provided to each participating entity. In the event of an emergency, this time limit policy will be waived.
5. Pre and post inspections will be conducted on all vehicles and equipment scheduled to be loaned out. It will be the responsibility of both the Lender and the Borrower to conduct a walk around inspection of the loaned item prior to its release, and again upon its return. A standard pre and post trip check list form (attachment C) will be provided to each participating entity.

6. It is the responsibility of the Borrower to incur any additional costs for parts, materials, fuels, and oils required to maintain and operate the vehicle or equipment on loan and return the equipment in the same condition as when it was loaned.

7. If a borrowed vehicle or piece of equipment breaks down while on loan, the Borrower shall immediately notify the Lender of the breakdown. Within reasonable industry standards, the Borrower shall assume all costs associated to repair said vehicle or piece of equipment. The Lender will be responsible to make necessary repairs in-house, to the extent feasible, and bill the Borrower for parts and materials costs. Labor costs will be waived by the Lender. In the event repair work must be outsourced to a private vendor, the Lender will be required to provide the Borrower with two (2) quotes from certified companies before repair work commences, to the extent feasible.

8. The Lender is responsible to insure all borrowed vehicles will carry necessary insurance and have valid registrations and inspection stickers.

9. Nothing in this agreement requires the participating entities to lend vehicles or equipment if the lending of such vehicles or equipment interferes with the operations of the entity that owns the vehicle or equipment, such as, but not limited to, when the vehicle or equipment is scheduled for use by the entity that owns the vehicle or equipment at the time requested by the requesting entity.

10. The Borough's Borough Administrator, the Schools' Business Administrator, and the Library's Director shall be responsible for resolving any disputes over the operation of this Agreement. Should these officials be unable to resolve the dispute, the involvement of an outside third party for review may be appropriate.

11. The Borough, the Schools, and the Library shall not loan any inventory items currently on loan to them to any entity which is not part of this agreement. Items currently on loan must be returned to the loaning agency before it is transferred to another entity.

12. The Borough, the Schools, and the Library agree to indemnify and hold harmless the other from all losses, costs, expenses and reasonable attorney's fees for any claim of personal injury or property damage arising out of or connected with its use of any item listed in attachment A.

13. The Borough, the Schools, and the Library represent to each other that all necessary action to authorize and effectuate this agreement has been taken and that each entity will take all future action reasonably necessary to effectuate the terms and conditions of this agreement during its term.

14. The parties agree that operators of equipment borrowed in accordance with this agreement will be qualified and adequately trained to operate said equipment. Operators of trucks, or other equipment operated on the public streets shall be properly licensed to operate said equipment.

15. This agreement shall expire on December 31, 2015. However, the agreement shall automatically renew upon expiration for an additional one (1) year period unless any party to said agreement submits written notification to the other participants of their desire to withdraw from said agreement. Said written notification shall be submitted to the other parties at least 60 days before the expiration of the agreement.

16. Construction of this Agreement. The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of the State.

17. Amendments. This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

18. Invalid Clause. The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

19. Entire Agreement. This document comprises the entire Agreement of the parties and it is acknowledged that there is no side or oral Agreement relating to this undertaking as set forth herein.

20. Assignability. This Agreement and all rights, duties and obligations contained herein may not be assigned without all parties' prior written permission.

21. Waiver. It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the appropriate officials of the Borough, the Schools, and the Library have placed their signatures and appropriate seals on this \_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**BOROUGH OF FRANKLIN LAKES**

\_\_\_\_\_  
Sally T. Bleeker, Township Clerk

\_\_\_\_\_  
Frank Bivona, Mayor

**ATTEST:**

**FRANKLIN LAKES BOARD OF  
EDUCATION**

\_\_\_\_\_

\_\_\_\_\_  
, President

**ATTEST:**

**FRANKLIN LAKES PUBLIC LIBRARY**

\_\_\_\_\_

\_\_\_\_\_  
, President

## 2015 Vehicle List for Shared Services

| <u>Vehicle #</u> | <u>Key/200</u> | <u>Year</u> | <u>Model</u>                                      | <u>Plate</u> | <u>Vin#</u>           | <u>Mileage</u> | <u>Condition</u> | <u>Yrs</u> |
|------------------|----------------|-------------|---|--------------|-----------------------|----------------|------------------|------------|
| 1                | 4              | 2005        | Ford Pick Up                                      | MG90712      | 1TSX21P05EA01784      |                |                  |            |
| 2                | 22             | 1993        | IH Salter/Plow                                    | MG48303      | 1HTSDPCN2PH544785     |                |                  |            |
| 3                | 6              | 2007        | Ford Pick Up                                      | MG74651      | 1FTSW21P77EBA3328     |                |                  |            |
| 4                | 7              | 1995        | IH Salter/Plow                                    | MG54549      | 1HTSDAAN9TH28065      |                |                  |            |
| 5                | 8              | 2000        | Volvo Roll-Off                                    | MG96190      | 4V5JC2JF0YN869895     |                |                  |            |
| 6                |                | 2005        | IH Salter/Plow                                    | MG96029      | 1HTMMANX5H135732      |                |                  |            |
| 7                | 9              | 1999        | Toro Workman                                      | MG39504      | 7249                  |                |                  |            |
| 8                | 24             | 1979        | Ford 1700   | MG45908      | 700699                |                |                  |            |
|                  |                |             | Attachments - slice seeder                        |              |                       |                |                  |            |
| 9                |                | 2005        | IH Salter/Plow                                    | 10123MG      | 11HTMMAAN65H128888    |                |                  |            |
| 10               |                | 2009        | IH Salter/Plow                                    | 13770MG      | 11HTMMAAN84H250730    |                |                  |            |
| 11               | 62             | 1999        | GMC Bucket Truck                                  | MG37165      | 1GDKC34J7XF023865     |                |                  |            |
| 12               | 15             | 2003        | Ford Mason Dump                                   | MG87455      | 1DXF7403EA62869       |                |                  |            |
| 13               | 11             | 2003        | Ford Pick Up                                      | MG54522      | 1FTSF31F43EA62875     |                |                  |            |
| 14               | 136            | 2014        | IH 4x4 Dump                                       | MG97368      | 1HTWEAAR7EH437780     |                |                  |            |
| 15               | 17             | 2005        | IH Salter/Plow                                    | MG64040      | 1HTWDAAR251139472     |                |                  |            |
| 16               | 18             | 1991        | IH Salter/Plow                                    | MG48308      | 1HT6DPPBN5NH429158    |                |                  |            |
| 17               | 19             | 1999        | Elgin Sweeper                                     | MG40662      | 46H6WFAA7YHF75455     |                |                  |            |
| 18               | 20             | 2008        | GMC PickUp  | MG79968      | 1GTD143EX88182827     |                |                  |            |
| 19               | 21             | 1984        | Clark Loader                                      | MG31759      | 472C-309CB            |                |                  |            |
| 20               | 22             | 2010        | JD Backhoe  | MG89236      | 310SJ2010T03VSI EA018 |                |                  |            |
| 21               | 23             | 1980        | JD Brush Cutter                                   | MG69TX       | 301AD351350T          |                |                  |            |
| 22               |                | 2014        | Ford pick up F-350 4x4                            | 13769MG      | 1FTRF3B67FEBS4869     |                |                  |            |
| 23               | 25             | 2002        | Bobcat  | MG73364      | 51B916944             |                |                  |            |
|                  |                |             | Attachments - forks/snowblower/backhoe/dozerblade |              |                       |                |                  |            |
| 24               | 26             | 2004        | Ford Mason Dump                                   | MG57788      | 1FDADF57P44EA83973    |                |                  |            |
| 25               | 27             | 2008        | Ford Pick Up                                      | MG76411      | 1FTW21R58ED03725      |                |                  |            |
| 26               |                | 2006        | John Deere Gator                                  | MG73373      | MOHP46X046240         |                |                  |            |
|                  | 28             | 1997        | IH Tandem   | MG90726      | 1HTGLADT3VH453878     |                |                  |            |
| 30               |                | 2005        | IH Salter/Plow                                    | MG96028      | 1HTMMANN75H1260020    |                |                  |            |

| <u>Vehicle #</u> | <u>Key/200</u> | <u>Year</u> | <u>Model</u>                               | <u>Plate</u> | <u>Vin#</u>        | <u>Mileage</u> | <u>Condition</u> | <u>Yrs</u>                 |
|------------------|----------------|-------------|--|--------------|--------------------|----------------|------------------|----------------------------|
| 31               | 52             | 2012        | Scag Mower                                 |              |                    |                |                  |                            |
| 32               | 133            | 2013        | VenTrac 4500Y - multi purpose              |              |                    |                |                  |                            |
| 33               | 130            | 2012        | Ford Mason Dump                            | MG91559      | 1FDUF5HT7BEC87608  |                |                  |                            |
| 35               | 90             | 2001        | Exmark Mower                               |              | TT3615KAL          |                |                  |                            |
| 36               | 91             | 2001        | Exmark Mower                               |              | TT3615KAL          |                |                  |                            |
| 37               | 92             | 2003        | Smithco Turf Sweeper                       |              | G1663              |                |                  |                            |
| 38               | 93             | 2003        | Case Loader                                | MG57776      | JEE01343CZ         |                |                  |                            |
|                  |                |             | Attachments - forks/jib hook/brush clam    |              |                    |                |                  |                            |
| 39               | 132            |             | Scag Mower                                 |              |                    |                |                  |                            |
| 40               | 96             | 2009        | Toro Z-4563 Mower                          |              | 250000452          |                |                  |                            |
| 41               |                | 1998        | Smithco Ballfield Machine                  |              | 6086               |                |                  |                            |
| 42               | 29             | 2001        | John Deere Mower                           | MG91643      | 1T61600TC8T090178  |                |                  |                            |
| 43               | 135            |             | Leaf Vac                                   |              |                    |                |                  |                            |
| 44               | 136            |             | Asphalt Roller                             |              |                    |                |                  |                            |
| 46               | 138            |             | Ariens Snow Blower                         |              |                    |                |                  |                            |
| 47               | 139            |             | Yardman Snow Blower                        |              |                    |                |                  |                            |
| 48               | 140            |             | Ariens Snow Blower                         |              |                    |                |                  |                            |
| 49               | 141            |             | Xtreme Vac Leaf                            |              | 0602-9009          |                |                  |                            |
| 50               | 142            |             | Toro Z Mower                               |              |                    |                |                  |                            |
| 51               | 32             | 1990        | IH 4x4 LOOK by Old 14 spare tire           | MG87TV       | 1HTSETV\NOLH254607 |                |                  |                            |
|                  |                |             | 6 Pick Ups / 3 are 4 door all with plows   |              |                    |                |                  | 1, 3, 13, 18, 25, 22       |
|                  |                |             | 3 Mason Dumps with Plows                   |              |                    |                |                  | 12, 24, 33                 |
|                  |                |             | 1 Tandem Dump with Plow                    |              |                    |                |                  | 28                         |
|                  |                |             | 1 - 5yd 4x4 Dump with Plow & Brink Tank    |              |                    |                |                  | 51 (old 14)                |
|                  |                |             | 8 Salt trucks with plows - 1 has dump body |              |                    |                |                  | 2, 4, 6, 9, 10, 15, 16, 30 |
|                  |                |             | 1 Back hoe                                 |              |                    |                |                  | 20                         |
|                  |                |             | 2 Front end loaders                        |              |                    |                |                  | 21, 38                     |

**BOROUGH/SCHOOLS/LIBRARY  
SHARED SERVICES AGREEMENT**

**INVENTORY REQUEST FORM**

Date: \_\_\_\_\_

Requesting Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

| Date(s) Requested | Inventory Description | Anticipated Hours Needed | Approved/Denied |
|-------------------|-----------------------|--------------------------|-----------------|
|                   |                       |                          |                 |
|                   |                       |                          |                 |
|                   |                       |                          |                 |
|                   |                       |                          |                 |
|                   |                       |                          |                 |

Date Received: \_\_\_\_\_

Lender's Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BOROUGH/SCHOOLS/LIBRARY  
SHARED SERVICES AGREEMENT**

**PRE AND POST INSPECTION**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Location of Pick-up (circle one): Borough / Schools / Library

Description of vehicle or equipment to be loaned: \_\_\_\_\_

| Fuel Level | Mileage/Hrs Start |
|------------|-------------------|
|            |                   |

Visual Inspection

Exterior: \_\_\_\_\_

Interior: \_\_\_\_\_

Start up and test operation: \_\_\_\_\_

Signatures:

Loaning: \_\_\_\_\_ Borrowing: \_\_\_\_\_

.....  
**Post Inspection:**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

| Fuel Level | Mileage/Hrs Start |
|------------|-------------------|
|            |                   |

Visual Inspection

Exterior: \_\_\_\_\_

Interior: \_\_\_\_\_

Start up and test operation: \_\_\_\_\_

Signatures:

Loaning: \_\_\_\_\_ Borrowing: \_\_\_\_\_