

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: West Caldwell COUNTY: Essex

RECIPIENT: Caldwell/West Caldwell Board of Education COUNTY: Essex

**BRIEF DESCRIPTION OF SERVICE:**

Lawn cutting services on Caldwell-West Caldwell Board of Education properties provided by contractor for the Township of West Caldwell

EFFECTIVE DATE: April 1, 2016

EXPIRATION DATE: March 31, 2017

ESTIMATED COST SAVINGS  
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \_\_\_\_\_

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**AN INTERLOCAL SERVICES AGREEMENT BY AND BETWEEN THE TOWNSHIP  
OF WEST CALDWELL AND THE CALDWELL-WEST CALDWELL BOARD OF  
EDUCATION WITH RELATIVE TO LAWN CUTTING**

**THIS AGREEMENT**, commencing on April 1, 2016 by and between

**THE TOWNSHIP OF WEST CALDWELL**, located at 30 Clinton Road, West Caldwell, New Jersey, hereinafter referred to as **“PROVIDER,”** and

**THE CALDWELL-WEST CALDWELL BOARD OF EDUCATION**, located at 104 Gray Street, West Caldwell, New Jersey, hereinafter referred to as the **“RECIPIENT.”**

**WITNESSETH**, that the Provider and the Recipient, for the consideration hereinafter named, agree to an Interlocal Services Agreement, as authorized under N.J.S.A. 40A:65-1, et seq., as follows:

**ARTICLE I: GENERAL PROVISIONS**

This contract and all of the obligations and covenants hereunder shall bind the parties, their legal representatives, successors and assigns, and shall inure to the benefit of their legal representatives, successors, and assigns.

This contract shall not be modified, amended, or terminated, except by another written agreement executed by the parties, subject to the terms and conditions forth herein.

This contract constitutes that the entire understanding of the parties, and both parties acknowledge that they have carefully read and understand this contract

This contract and its provisions shall merge any prior contracts or agreements between both parties if any so exist.

This contract is the complete and entire agreement of the parties.

In the event that any term, provision or paragraph of this contract is declared illegal, void, or unenforceable, it shall not effect or impair the other terms, provisions or paragraphs of this contract.

This contract and all rights, obligations, and liabilities arising hereunder shall be construed and enforced in accordance with the laws of the State of New Jersey.

**ARTICLE II: SERVICES TO BE PROVIDED**

The Provider, through a contract with the vendor, LTI, Inc. 34 Woodland Road Roseland, NJ, 07068, which was awarded the lowest responsible bid from a bid opening conducted on March 17, 2016, will provide lawn cutting services to the Recipient. The parameters of “Option 1 – Board Properties” will be followed will be as specified in the bid document.

**ARTICLE III: PAYMENTS BY THE RECIPIENT**

The Recipient shall agree to contribute a sum of **TWENTY NINE THOUSAND AND TWENTY DOLLARS (\$29,020.00)**, directly to the Provider for the lawn services rendered by the Provider's vendor.

**ARTICLE IV: PAYMENT SCHEDULE**

The payments will occur on a schedule mutually agreed upon by the Township Administrator of the Provider and the Business Administrator/Board Secretary of the Recipient.

**ARTICLE V: TERM OF CONTACT**

This contract shall be in effect retroactively from April 1, 2016 for a period of one (1) year through March 31, 2017.

**ARTICLE VI: RENEWAL**

The option to renew for year two (2), from April 1, 2017 through March 31, 2018, and year three (3), April 1, 2018 through March 31, 2019, will be subject to mutual agreement of the Provider and Recipient, in accordance with the terms and conditions of the bid document.

**ARTICLE VII: AMENDMENT**

This agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the designated representatives of both the Provider and Recipient, and specifies the date such an amendment shall be effective.

**IN WITNESS WHEREOF**, the parties hereinafter have executed this agreement on the date of April 18, 2016.

**TOWNSHIP OF WEST CALDWELL**

**CALDWELL-WEST CALDWELL  
BOARD OF EDUCATION**

By: Joseph Tempesta, Jr.  
Joseph Tempesta, Jr.  
Mayor

By: Marie Lanfrank  
Marie Lanfrank,  
President

Attest: Adam Brewer  
Adam Brewer,  
Township Administrator

Attest: Thomas Lambe  
Thomas Lambe,  
Business Administrator/Board Secretary