

**SHARED SERVICES AGREEMENT BETWEEN THE  
BOROUGH OF FAIR LAWN AND THE FAIR LAWN BOARD OF EDUCATION  
FOR THE CUSTODIAL SERVICES**

2017 AUG -4 P 12: 53

THIS AGREEMENT made this 29<sup>th</sup> day of June, 2017, RECEIVED

**BETWEEN: THE BOROUGH OF FAIR LAWN**  
A Municipal Corporation of the State of New Jersey

Having its principal offices at 8-01 Fair Lawn Avenue  
in the Borough of Fair Lawn, New Jersey

**AND: THE FAIR LAWN BOARD OF EDUCATION**

Having its principal offices located at 37-01 Fair Lawn Avenue  
Avenue in the Borough of Fair Lawn, New Jersey

**WITNESSETH:**

**WHEREAS**, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses; and

**WHEREAS**, the Fair Lawn Board of Education has a contract in place with Aramark Management Services L.P. for the term July 1, 2017 to June 30, 2018, whereby Aramark Management Services L.P. manages and operates custodial services in the Fair Lawn School District; and

**WHEREAS**, the Borough of Fair Lawn is in need of similar custodial services at the Fair Lawn Municipal Building located at 8-01 Fair Lawn Avenue, the Fair Lawn Community Center located at 10-10 20<sup>th</sup> Street and the Fair Lawn Senior Center located at 11-05 Gardiner Road; and

**WHEREAS**, Aramark Management Services L.P. has agreed to provide such custodial services to the Borough of Fair Lawn at the Fair Lawn Municipal Building located at 8-01 Fair

Lawn Avenue, the Fair Lawn Community Center located at 10-10 20<sup>th</sup> Street and the Fair Lawn Senior Center located at 11-05 Gardiner Road; and

**WHEREAS**, the Borough of Fair Lawn and the Fair Lawn Board of Education are in agreement regarding the level, quality and scope of custodial services to be provided by Aramark Management Services L.P.; and

**WHEREAS**, the provision of custodial services are in the best financial interests and will enable the Borough to meet its custodial needs at these municipal facilities more efficiently and at a lower cost; and

**WHEREAS**, the Mayor and Council of the Borough of Fair Lawn has authorized this Shared Services Agreement to be entered into with the Fair Lawn Board of Education; and

**WHEREAS**, the Fair Lawn Board of Education has authorized this Shared Services Agreement to be entered into with the Borough of Fair Lawn; and

**WHEREAS**, in the spirit of cooperation, and in furtherance of the principles underlying the Uniform Shared Services Consolidation Act, the Borough of Fair Lawn and the Fair Lawn Board of Education have negotiated an Agreement for custodial services; and

**WHEREAS**, the terms and conditions of this undertaking are set forth below; and

**WHEREAS**, in an effort to more economically and efficiently provide services, the parties have each duly authorized their proper officials to enter into and execute this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises hereafter set forth, it is agreed as follows:

1. Aramark Management Services L.P. shall provide to the Borough of Fair Lawn custodial services and any and all services, deliverables, duties and responsibilities described in Exhibit A of this Agreement at the Fair Lawn Municipal Building located at 8-01 Fair Lawn Avenue, the

Fair Lawn Community Center located at 10-10 20<sup>th</sup> Street and the Fair Lawn Senior Center located at 11-05 Gardiner Road, including any and all work necessary to complete same in accordance with the standard of performance required in this Agreement and Aramark's contract with the Fair Lawn Board of Education.

2. Aramark will bill the Borough directly for services provided, and payment shall be rendered by the Borough to Aramark Management Services L.P. for the aforementioned custodial services. The Borough will be responsible for overseeing the effectiveness of the custodial services provided to the Borough by Aramark.

3. This Agreement shall be effective commencing **September 1, 2017**, or as soon thereafter as Aramark is able to commence provision of services to the Borough, and shall expire on **June 30, 2018**; provided, however, either party has the right to terminate this Agreement for any reason on ninety (90) days written notice to the other party following the adoption of a Resolution by the governing body of the entity authorizing the termination. In the event that either party defaults in the performance of any of its obligations under this Agreement after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement.

4. The parties shall have the option to extend this Agreement, pursuant to the terms herein, should the Fair Lawn Board of Education award a new contract or extend the contract with Aramark Management Services L.P. for the provision of custodial services, upon such pricing as is then in existence for such contract.

5. Pursuant to N.J.S.A 40A:65-7, the Fair Lawn Board of Education designates the Business Administrator, or his/her designee, as its contact person as required for all written notices and communications relative to the performance of this Agreement.
  
6. Pursuant to N.J.S.A 40A:65-7, the Borough of Fair Lawn designates the Borough Manager, or his/her designee, as its contact person as required for all written notices and communications relative to the performance of this Agreement.
  
7. This Agreement is expressly contingent upon the adoption of a concurring Resolution by the Service Recipient authorizing the execution of this Agreement.
  
8. This Agreement represents the entire and integrated agreement between the Borough of Fair Lawn and the Fair Lawn Board of Education and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement shall not be amended, modified or altered during the term hereof except upon mutual agreement of the Borough of Fair Lawn and the Fair Lawn Board of Education expressed in writing and signed with the same formality as this Agreement.
  
9. The Borough of Fair Lawn agrees to indemnify, defend and hold harmless the Fair Lawn Board of Education, collectively and individually, as well as its agents, servants and employees, for any all claims, suits, costs, expenses, fees (including legal fees) and from all damages of every kind and description arising out of the performance of this Agreement or related to the provision of custodial services by Aramark Management Services L.P., as set forth herein.

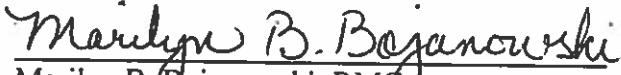
10. Any dispute between the parties concerning this Agreement which cannot be voluntarily resolved will be resolved through an action venued in the Superior Court of New Jersey, Bergen County.

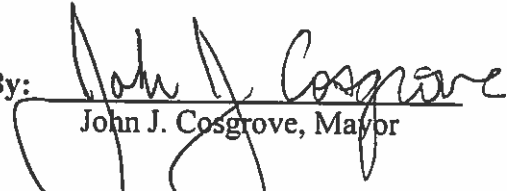
11. This Agreement is conditioned upon the approval of the Division of Local Government Services and the Department of Community Affairs if and to the extent such approval may be required by law or regulation.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on this 29<sup>th</sup> day of June, 2017.

ATTEST:

**BOROUGH OF FAIR LAWN**  
**A Municipal Corporation**


  
Marilyn B. Bojanowski, RMC  
Borough Clerk

By:   
John J. Cosgrove, Mayor

ATTEST:

**FAIR LAWN BOARD OF EDUCATION**

  
Joanne Wilson, Board Secretary

By:   
Eugene M. Banta, President

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Lefkowitz	x		
Peluso	x		
Swain	x		
Zharnest	x		
Cosgrove	x		

June 20, 2017

**RESOLUTION NO. 229-2017**

By Deputy Mayor Peluso

Seconded by Deputy Mayor Lefkowitz

**WHEREAS**, the Borough of Fair Lawn is in need of custodial services at the Municipal Building, Community Center and Senior Center; and

**WHEREAS**, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses; and

**WHEREAS**, the Borough of Fair Lawn and the Fair Lawn Board of Education are public bodies corporate and politic of the State of New Jersey and are authorized under New Jersey Law to enter into a Shared Service Agreement pursuant to the Act; and

**WHEREAS**, the Fair Lawn Board of Education has a contract in place with Aramark Management Services L.P. which was awarded pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11) for custodial services for the maintenance of the school buildings; and

**WHEREAS**, Aramark Management Services L.P. has agreed to provide custodial services at the Fair Lawn Municipal Building located at 8-01 Fair Lawn Avenue, the Fair Lawn Community Center located at 10-10 20th Street and the Fair Lawn Senior Center located at 11-05 Gardiner Road; and

**WHEREAS**, the Borough of Fair Lawn and the Fair Lawn Board of Education have negotiated the terms of a Shared Services Contract.

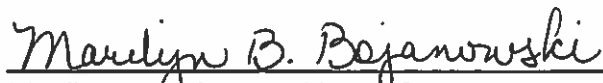
**WHEREAS**, the Borough Manager has recommended the proposed agreement will enable the Borough to meet its janitorial needs more efficiently and at a lower cost; and

**WHEREAS**, the Mayor and Council has indicated its desire to accept the recommendation of the Borough Manager; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Fair Lawn that the:

1. Mayor is hereby authorized to execute a Shared Services Agreement with the Fair Lawn Board of Education; and
2. A copy of the Shared Services agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs.

The within Resolution was duly adopted by the Borough Council at their meeting on June 20, 2017.

  
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Marilyn B. Bojanowski, RMC  
Municipal Clerk

## SCHEDULE A - PRICING

Description	Details	7-1-15 to 6-30-16	
		Percent	Total Charges
Custodial	Charge for Employee Wages		\$859,040.00
	Charge for Employee Health Care Benefits	13%	\$111,675.20
	Charge for Employee Other Fringe Benefits	1%	\$8,590.40
	Charge for Employee Payroll Taxes	7%	\$60,132.80
	Number of FTEs (1 FTE=2080 Hours per Year) - Average Hourly Wage Rate -	28.00 FTEs \$14.75 Excluding Fringe Benefits & Taxes	
Custodial Overtime	Charge for Employee Wages		\$55,004.54
	Charge for Employee Payroll Taxes	7%	\$3,850.28
	Number of annual hours - Average Hourly Wage Rate -	2,246 Hours \$24.49 Excluding Fringe Benefits & Taxes	
On-Site Manager	Charge for Employee Wages		\$71,000.00
	Charge for Employee Health Care Benefits	17%	\$12,070.00
	Charge for Employee Other Fringe Benefits	1%	\$710.00
	Charge for Employee Payroll Taxes	7%	\$5,155.00
	Number of FTEs (1 FTE=2080 Hours per Year) - Average Hourly Wage Rate -	1.00 FTEs \$34.13 Excluding Fringe Benefits & Taxes	
On-Site Supervisor/s	Charge for Employee Wages		\$52,750.00
	Charge for Employee Health Care Benefits	17%	\$8,968.00
	Charge for Employee Other Fringe Benefits	1%	\$527.50
	Charge for Employee Payroll Taxes	8%	\$4,024.00
	Number of FTEs (1 FTE=2080 Hours per Year) - Average Hourly Wage Rate -	1.00 FTEs \$25.36 Excluding Fringe Benefits & Taxes	
Clerical	Charge for Employee Wages		\$39,208.00
	Charge for Employee Health Care Benefits	13%	\$5,097.04
	Charge for Employee Other Fringe Benefits	1%	\$392.08
	Charge for Employee Payroll Taxes	7%	\$2,744.56
	Number of FTEs (1 FTE=2080 Hours per Year) - Average Hourly Wage Rate -	1.00 FTEs \$18.85 Excluding Fringe Benefits & Taxes	
<b>Contractor Start Up Charges – attach detail breakdown</b>			
Years total amount amortized over: 5	<i>Input Total Start Up Charges Amount</i>	\$0.00	\$0.00
<b>Contractor Equipment Budget/Pool</b>			
Years total amount amortized over: 5	<i>Input Total Equip. Budget Pool Amount</i>	\$60,000.00	\$12,000.00
Contractor Charge for Computerized Quality Assurance System			\$2,878.00
Contractor Charge for Office and or Warehouse Rent			\$0.00
Contractor Charge for Required Office Equipment			\$8,341.00
Contractor Charge for Supplies and On-Going Operating Costs			\$138,728.60
Contractor Management Fee		3.4%	\$51,222.00
District Charge for Contract Monitoring			\$14,196.00
<b>TOTAL CONTRACT CHARGE YEAR ONE</b>			<b>\$1,528,305.00</b>
<b>TOTAL MONTHLY BILLING YEAR ONE</b>		\$127,358.75	
Increase for 2016-2017 - Input Dollar Amount		1.0%	\$15,283.05
<b>TOTAL CONTRACT CHARGE YEAR TWO</b>			<b>\$1,543,588.05</b>
<b>TOTAL MONTHLY BILLING YEAR TWO</b>		\$128,632.34	
<b>TOTAL CONTRACT CHARGE YEAR'S ONE AND TWO</b>			<b>\$3,071,893.05</b>

Base Contract 2015-2017



Amendment 1 to Add 1.0 Custodial FTE	<b>Addendum 1-Adding 1.0 Custodial FTE as of August 1, 2015</b>			
	Custodial	Charge for Employee Wages		\$30,680.00
		Charge for Employee Health Care Benefits	13%	\$3,988.40
		Charge for Employee Other Fringe Benefits	1%	\$306.80
		Charge for Employee Payroll Taxes	7%	\$2,147.60
	Number of FTEs (1 FTE=2080 Hours per Year) -	1.00 FTEs		
	Average Hourly Wage Rate -	\$14.75 Excluding Fringe Benefits & Taxes		
	Contractor Charge for Supplies and On-Going Operating Costs			\$250.00
	Contractor Management Fee		3.4%	\$1,252.57
	<b>AMENDED ANNUALIZED CONTRACT CHARGE YEAR ONE</b>			<b>\$1,566,930.37</b>
<b>AMENDED TOTAL MONTHLY BILLING BEGINNING 8-1-2015</b>			<b>\$130,577.53</b>	
Amendment 2 to Add 3.0 Custodial FTE	<b>Addendum 2-Adding 3.0 Custodial FTE as of July 1, 2016</b>			
	Custodial	Charge for Employee Wages		\$92,040.00
		Charge for Employee Health Care Benefits	13%	\$11,965.20
		Charge for Employee Other Fringe Benefits	1%	\$920.40
		Charge for Employee Payroll Taxes	7%	\$6,442.80
	Number of FTEs (1 FTE=2080 Hours per Year) -	3.00 FTEs		
	Average Hourly Wage Rate -	\$14.75 Excluding Fringe Benefits & Taxes		
	Contractor Charge for Supplies and On-Going Operating Costs			\$750.00
	Contractor Management Fee		3.4%	\$3,757.71
	Increase for 2016-2017 - Input Dollar Amount		1.0%	\$16,828.06
<b>AMENDED TOTAL ANNUALIZED CONTRACT CHARGE YEAR TWO</b>			<b>\$1,699,634.55</b>	
<b>AMENDED TOTAL MONTHLY BILLING BEGINNING 7-1-2016</b>			<b>\$141,636.21</b>	
Amendment 3 to Add 1 Custodial FTE as of 12-1-2016	<b>Addendum 3-Adding 1 Custodial FTE as of December 1, 2016</b>			
	Custodial	Charge for Employee Wages		\$30,986.80
		Charge for Employee Health Care Benefits	13%	\$4,028.28
		Charge for Employee Other Fringe Benefits	1%	\$309.87
		Charge for Employee Payroll Taxes	7%	\$2,169.08
	Number of FTEs (1 FTE=2080 Hours per Year) -	1.00 FTEs		
	Average Hourly Wage Rate -	\$14.90 Excluding Fringe Benefits & Taxes		
	Contractor Charge for Supplies and On-Going Operating Costs			\$250.00
	Contractor Management Fee		3.4%	\$1,265.01
	Increase for 2016-2017 for 1 Custodial FTE-			\$39,009.04
<b>AMENDED TOTAL ANNUALIZED CONTRACT CHARGE YEAR TWO</b>			<b>\$1,738,643.59</b>	
<b>AMENDED TOTAL MONTHLY BILLING BEGINNING 7-1-2017</b>			<b>\$144,886.97</b>	
Credit for Year 2 Only as 1 FTE (2080 hours) is Not Starting Until 12-1-16 Which Equals 58 FTE (1208 hours). The Credit for 7-1-2016 to 11-30-2016 is 42 FTE (872 hours).				
<b>YEAR TWO</b>			<b>\$1,722,259.79</b>	
<b>AMENDED &amp; ADJUSTED TOTAL MONTHLY BILLING BEGINNING 12-1-2016</b>			<b>\$143,521.65</b>	
Note: The Amended & Adjusted Annualized Contract Price of \$1,722,259.79 (row 84) is not to be used for the basis of future price increases/renewals. The Amended Total Annualized Contract Charge Year Two of \$1,738,643.59 is to be used for that purpose (row 81).				
Amendment 4 to Add 1.5 Custodial FTE as of 2-1-2016	<b>Addendum 4-Adding 1.5 Custodial FTE as of February 1, 2017</b>			
	Custodial	Charge for Employee Wages		\$30,986.80
		Charge for Employee Health Care Benefits	13%	\$4,028.28
		Charge for Employee Other Fringe Benefits	1%	\$309.87
		Charge for Employee Payroll Taxes	7%	\$2,169.08
	Number of FTEs (1 FTE=2080 Hours per Year) -	1.00 FTEs		
	Average Hourly Wage Rate -	\$14.90 Excluding Fringe Benefits & Taxes		
	Contractor Charge for Supplies and On-Going Operating Costs			\$375.00
	Contractor Management Fee		3.4%	\$1,269.20
	Increase for 2016-2017 for 1 Custodial FTE-			\$39,138.23
Custodial	Charge for Employee Wages		\$15,496.00	
	Charge for Employee Health Care Benefits	NA	\$0.00	
	Charge for Employee Other Fringe Benefits	1%	\$154.96	
	Charge for Employee Payroll Taxes	7%	\$1,084.72	
Number of FTEs (1 FTE=2080 Hours per Year) -	0.50 FTEs			
Average Hourly Wage Rate -	\$14.90 Excluding Fringe Benefits & Taxes			
Contractor Charge for Supplies and On-Going Operating Costs			\$187.50	
Contractor Management Fee		3.4%	\$567.19	
Increase for 2016-2017 for .50 Custodial FTE-			\$17,490.37	
<b>AMENDED TOTAL ANNUALIZED CONTRACT CHARGE YEAR TWO</b>			<b>\$1,778,888.39</b>	
<b>AMENDED TOTAL MONTHLY BILLING BEGINNING 7-1-2017</b>			<b>\$148,240.70</b>	
Credit for Year 2 Only as 1.5 FTE (3120 hours) is Not Starting Until 2-1-17 Which Equals 41% (1279 hours) of 1.5 FTEs. The Credit for 7-1-2016 to 2-1-2017 is 59% (1841 hours) of 1.5 FTEs.				
<b>YEAR TWO</b>			<b>\$1,745,477.52</b>	
<b>AMENDED &amp; ADJUSTED TOTAL MONTHLY BILLING BEGINNING 2-1-2016</b>			<b>\$145,456.46</b>	
Note: The Amended & Adjusted Annualized Contract Price of \$1,745,477.52 (row 109) is not to be used for the basis of future price increases/renewals. The Amended Total Annualized Contract Charge Year Two of \$1,778,888.39 is to be used for that purpose (row 106).				

**SCHEDULE A - PRICING**

Description	Details		7-1-15 to 6-30-16	
			Percent	Total Charges
Average Hourly Wage Rate -	\$15.12	Excluding Fringe Benefits & Taxes		
Contractor Charge for Supplies and On-Going Operating Costs				\$375.00
Contractor Management Fee			3.4%	\$4,476.76
<b>Sub Total - Increase for 2016-2017 for 3.5 Custodial FTE-</b>				\$138,049.29
On-Site Supervisor/s	Charge for Employee Wages			\$54,076.66
	Charge for Employee Health Care Benefits		17%	\$9,193.03
	Charge for Employee Other Fringe Benefits		1%	\$540.77
	Charge for Employee Payroll Taxes		8%	\$4,125.20
Number of FTEs (1 FTE=2080 Hours per Year) -	1.00	FTEs		
Average Hourly Wage Rate -	\$26.00	Excluding Fringe Benefits & Taxes		
Contractor Charge for Supplies and On-Going Operating Costs				\$1,500.00
Equipment Budget Pool				
Years total amount amortized over: 3	Input Total Start Up Charges Amount		\$11,252.00	\$3,750.67
Contractor Management Fee			3.4%	\$2,327.18
<b>Sub Total- Increase for 2017-2018 for 1.0 Supervisor</b>				\$75,513.51
<b>AMENDED TOTAL ANNUALIZED CONTRACT CHARGE YEAR THREE</b>				\$2,019,134.52
<b>AMENDED TOTAL MONTHLY BILLING BEGINNING 7-1-2017</b>				
<b>Excluding the Index Rate Increase</b>			\$168,261.21	
Credit for Year 3 Only-which is based upon the \$213,558.37 Amended Total Annualized Contract Charge for the Borough divided by 12 months then multiplied by 2 months for the 7-1-17 to 8-30-17.				(\$35,593.80)
<b>AMENDED &amp; ADJUSTED TOTAL ANNUALIZED CONTRACT CHARGE YEAR THREE AS OF 9-1-2017</b>				\$1,983,540.72
<b>AMENDED &amp; ADJUSTED TOTAL MONTHLY BILLING BEGINNING 9-1-2017</b>			\$165,295.06	
Note: The Amended & Adjusted Annualized Contract Price of \$1,983,537.02 (row 139) is not to be used for the basis of future price increases/renewals. The Amended Total Annualized Contract Charge Year Three of \$2,019,130.09 is to be used for that purpose (row 136).				
Fairlawn School District-Annualized Billing Responsibility				\$1,805,571.72
Fairlawn School District-Monthly Billing Responsibility Based from Annualized Pricing				\$150,464.31
Fairlawn Borough-Annualized Billing Responsibility				\$213,562.80
Fairlawn Borough-Monthly Billing Responsibility Based from Annualized Pricing				\$17,796.90
Fairlawn Borough-Amended Total Annualized Contract Charge 9-1-17 to 6-30-18				\$177,969.00
Fairlawn Borough-Amended Total Monthly Billing Beginning 9-1-2017 to 6-30-18				\$17,796.90

# Fair Lawn Public Schools

Joanne Wilson  
Business Administrator/Board Secretary

37-01 Fair Lawn Avenue  
Fair Lawn, New Jersey 07410  
Tel: (201)794-5500  
Fax: (201)703-4630  
E-mail: [jwilson@fairlawnschools.org](mailto:jwilson@fairlawnschools.org)

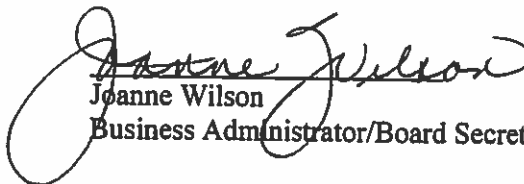
## Approval of Shared Services Agreement with Borough of Fair Lawn Utilizing Aramark Management Services

**WHEREAS**, the Fair Lawn Board of Education deems it in the public interest to enter into a Shared Services Agreement with the Borough of Fair Lawn pursuant to *N.J.S.A. 40A:65-1, et seq.*, to permit the Borough to utilize the services of Aramark Management Services, L.P. for provision of custodial and management services to the Borough under the terms of Aramark's Service Agreement with the Board;

**NOW, THEREFORE, BE IT RESOLVED**, that the Fair Lawn Board of Education approves the Shared Services Agreement with the Borough of Fair Lawn, on file in the office of the School Business Administrator, for provision of custodial and management services to the Borough of Fair Lawn by Aramark Management Services, L.P. on the terms contained in Aramark's Service Agreement with the Board of Education, including Addendum Five to such Agreement; and be it

**FURTHER RESOLVED**, that the Board President and Secretary are authorized and Directed to execute the Shared Services Agreement on behalf of the Board.

This is to certify that the resolution listed above is a true and accurate copy of such resolution as it appeared on the June 29, 2017 Public Board Meeting.

  
Joanne Wilson  
Business Administrator/Board Secretary

"THE LEADERS OF TOMORROW ATTEND FAIR LAWN SCHOOLS TODAY"