

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: BOROUGH OF PARAMUS COUNTY: BERGEN

RECIPIENT: BOROUGH OF UPPER SADDLE RIVER COUNTY: BERGEN

BRIEF DESCRIPTION OF SERVICE:

<p>STREET SWEEPING</p>

EFFECTIVE DATE: JANUARY 1, 2016

EXPIRATION DATE: DECEMBER 31, 2016

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 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.

INTERLOCAL AGREEMENT FOR THE
PROVISION OF STREET SWEEPING SERVICES

THIS AGREEMENT, commencing on this 1 day of Jan 2016, by and between:

BOROUGH OF PARAMUS (hereinafter referred to as "PARAMUS"), being a Municipal Corporation of the State of New Jersey, with offices at One Jockish Square, Paramus, New Jersey 07652 and;

BOROUGH OF UPPER SADDLE RIVER, (hereinafter referred to as "UPPER SADDLE RIVER", a Municipal Corporation of the State of New Jersey with offices at 376 West Saddle River Road, Upper Saddle River, New Jersey, 07458.

WHEREAS, each of the above parties has adopted a Resolution pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., and;

WHEREAS, UPPER SADDLE RIVER seeks to utilize the services of PARAMUS to provide Street Sweeping Services.

NOW, THEREFORE, the parties hereto agree as follows:

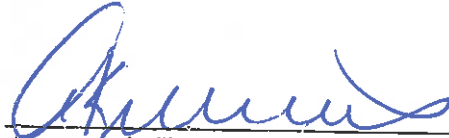
1. This contract shall commence on January 1, 2016 and terminate December 31, 2016.
2. PARAMUS agrees to provide street sweeping services for UPPER SADDLE RIVER Once (1) time annually at a cost of \$5,500.00. PARAMUS shall also be responsible for the removal of all sweeper dumpings.
3. PARAMUS agrees to provide street sweeping services for special events with a maximum of 10 miles of roadway for 1 time sweep at a cost of \$500.00.

4. UPPER SADDLE RIVER understands and agrees that PARAMUS is relying upon the payments due under this agreement for the duration of the terms of the Agreement. UPPER SADDLE RIVER agrees that it may not withdraw during the term of this Agreement without the express consent of PARAMUS.
5. In the event of any dispute between the parties hereto, the full amount claimed by PARAMUS shall be paid by UPPER SADDLE RIVER. If through subsequent negotiation, arbitration or litigation, the amount shall be determined to be less than the amount actually paid, PARAMUS shall immediately return the excess money.
6. Each party retains all immunities and defenses from liability granted by law including, but not limited to, those provided by the Tort Claims Act (N.J.S.A. 59:1-1 et seq. and those in N.J.S.A. 52:17C-10.b.
7. Each party agrees to comply with such statutes, rules, laws and regulations as may be applicable during the term of this Agreement.
8. This Agreement will become effective upon the execution of this Agreement and the adoption of Resolutions under the Interlocal Services Act.
9. This Agreement may be executed in counterpart, the integration of all signature pages constituting the final Agreement hereto.

IN WITNESS WHEREOF, the parties hereto have, through appropriate officials, signed and sealed this Agreement on the 1st day of Jan, 2016.

ATTEST:

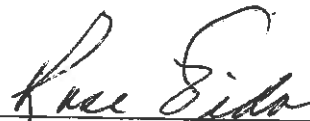
BOROUGH OF PARAMUS

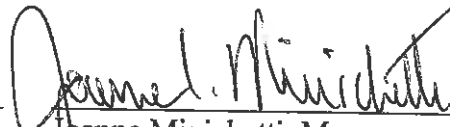

Annemarie Krusznis, Borough Clerk


Richard A. LaBarbiera, Mayor

ATTEST:

BOROUGH OF UPPER SADDLE RIVER


Rose Vido, Borough Clerk


Joanne Minichetti, Mayor



BOROUGH OF PARAMUS
County of Bergen
State of New Jersey

RESOLUTION NO. 15-12-732

Dated: December 1, 2015

At a Regular Meeting of the Mayor and Council of the Borough of Paramus, County of Bergen, State of New Jersey, held on December 1, 2015.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR STREET SWEEPING SERVICES BY AND BETWEEN THE BOROUGH OF PARAMUS AND THE BOROUGH OF UPPER SADDLE RIVER

WHEREAS, the Borough of Paramus and the Borough of Upper Saddle River seek to enter into an Interlocal Agreement wherein the Borough of Paramus will provide Street Sweeping services for the Borough of Upper Saddle River; and

WHEREAS, the shared services proposal presented by the Borough of Paramus (a copy of which is attached hereto) is the most cost effective proposal for the Borough of Upper Saddle River; and

WHEREAS, the Mayor and Council deem it to be in the best interest of the Borough of Paramus to enter into an Interlocal Agreement with the Borough of Upper Saddle River for Street Sweeping services;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Paramus hereby authorize the Mayor to execute the required shared services agreement with the Borough of Upper Saddle River for Street Sweeping services for the 2016 calendar year.

I hereby certify that this is a true and exact copy of resolution adopted by the Mayor and Council of the Borough of Paramus on the 1st day of December 2015


Annemarie Krusznis, RMC
Borough Clerk

Motion: Councilman Verile
Second: Councilwoman Weber

Ayes:
Councilwoman Bellinger
Councilman Garcia
Councilman Verile
Councilwoman Weber

Nays: **Abstain:** **Absent:**
Councilman Sullivan
Councilwoman Warburton

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by the Mayor and Council of the Borough of Paramus on
