

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: BOROUGH OF PARAMUS COUNTY: BERGEN

RECIPIENT: BOROUGH OF MAYWOOD COUNTY: BERGEN

BRIEF DESCRIPTION OF SERVICE:

GRASS, BRUSH, AND VEGETATIVE WASTE REMOVAL

EFFECTIVE DATE: December 1, 2018

EXPIRATION DATE: December 1, 2019

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.

**AGREEMENT BETWEEN
BOROUGH OF PARAMUS AND BOROUGH OF MAYWOOD**

THIS AGREEMENT is made on this day of _____, 2018 by and between the **BOROUGH OF PARAMUS**, a municipal corporation of the State of New Jersey in the County of Bergen, with municipal offices located at Borough Hall, 1 Joidsh Square, Paramus, New Jersey 07652 ("Paramus"), and the **BOROUGH OF MAYWOOD**, a municipal corporation of the State of New Jersey in the County of Bergen, with municipal offices located at 15 Park Avenue, Maywood, New Jersey 07607 ("Maywood");

WITNESSETH:

WHEREAS, each of the parties hereto is a municipality located in Bergen County and is a body politic and corporate of the State of New Jersey, authorized by law to enter into an agreement with another municipality to provide jointly for any lawful service to and for the residents of the respective municipalities pursuant to the provisions of the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, N.J.S.A. 40A:64-4(a)(1) specifically states that "[a]ny local unit may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units including services from licensed or certified professionals required by statute to be appointed"; and

WHEREAS, the Borough of Paramus and Borough of Maywood are "local units" under N.J.S.A. 40:65-4(a)(1); and

WHEREAS each of the parties has independently concluded that it would be in the mutual best interests of the taxpayers of the respective municipalities that the Borough of Paramus shall provide grass, brush, and vegetative waste collection for the Borough of Maywood; and

WHEREAS, a regionalized approach for these services is a concept specifically endorsed by the State of New Jersey; and

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, and the mutual covenants herein contained, the parties hereto agree as follows:

1. The Borough of Paramus shall provide grass, brush and vegetative waste collection for the Borough of Maywood pursuant to the Borough of Maywood's annual collection schedule. All grass, brush and vegetative waste shall be placed in biodegradable bags or in containers and will be picked up curbside on Monday's and Tuesday's as scheduled. Collection may be cancelled due to severe weather or unforeseen circumstances. Any cancelled collection will be rescheduled in a timely manner. Grass, brush and vegetative waste will be removed and discarded by the Borough of Paramus in accordance with all State and Federal regulations.

2. This contract is effective December 1, 2018 and ending December 1, 2019. This contract will automatically renew for a period of one (1) year unless 90 days' notice is given and mutually agreed upon by the parties.

3. The Borough of Maywood shall reimburse the Borough of Paramus for its cost incurred in providing the inter-local service of grass collection on an annual basis, of Sixty Two Thousand and Five Hundred dollars (\$62,500.00) paid in the following manner:

(a) Sixty two thousand and five hundred dollars (\$62,500.00) to the Borough of Paramus in monthly installments of four thousand, three hundred and seventy five dollars (\$4,375.00) due within thirty (30) days of date of invoice.

(b) Ten thousand dollars (\$10,000.00) to the Director of Public Works directly in quarterly installments of two thousand, five hundred dollars (\$2,500.00) due on March, 1st, July 1st, October 1st and January 1st of each calendar year.

The parties agree and acknowledge that grass, brush and vegetative waste collection does not include disposal fees. The Borough of Maywood will be invoiced monthly for grass disposal at \$14.89 per yard.

4. This agreement may be terminated on 90 days' notice by either party. Notice shall be as required in Article VI.

5. The Borough of Maywood agrees to indemnify Paramus and hold it harmless from any claims, injuries, damages, attorney's fees, costs, and proceedings whatsoever arising in any way from the scope of services contemplated under this agreement.

6. Whenever a notice is required under this agreement, such notice may be given by email if such email is confirmed received, or by personal service, or by certified mail with a return receipt requested, to the following individuals:

If to the Borough of Maywood:

Borough Administrator
15 Park Avenue
Maywood, New Jersey 07607

If to Paramus:

Borough Administrator
Borough of Paramus
One Jockish Square
Paramus, NJ 07652

7. The "Background Clauses" above are incorporated into this agreement as material terms of this agreement.

8. In the event that any court of competent jurisdiction shall declare any section of this agreement invalid for any reason, or if the laws of the New Jersey relied upon to enter this agreement are amended and affect this agreement, all other sections of the Agreement shall remain in full force and effect. The agreement shall be saved to the fullest extent practicable, including by incorporation of the court's declaration or the

amendment to New Jersey law.


9. This agreement may be modified from time to time by mutual agreement and authorizing resolutions of the parties.

10. This agreement contains the complete understanding between the parties and no other promises or agreements shall be binding unless signed by the parties. In signing this agreement, the parties are not relying on any fact, statement, or assumption not set forth in this agreement.

11. Pursuant to the terms set forth in this agreement, the parties, by their authorized officials, hereby execute the agreement.

WITNESS/ATTEST

BOROUGH OF PARAMUS



~~Annemarie Krusznis, RMC~~
Paramus Clerk Deputy
Nicolette Riggi




Richard A. LaBarbiera, Mayor

WITNESS/ATTEST

BOROUGH OF MAYWOOD



Jean M. Pelligra, RMC
DEPUTY BOROUGH CLERK



Adrian J. Febre, Mayor