

**CONTRACT
FOR CLEAN TEAM SIDEWALK AND STREET LITTER CLEANING SERVICES BETWEEN
THE CITY OF NEW BRUNSWICK
AND
NEW BRUNSWICK PARKING AUTHORITY**

THIS AGREEMENT, made this 17th day of July, 2025, between

THE CITY OF NEW BRUNSWICK, a municipal corporation of the State of New Jersey, having its principal offices at 78 Bayard Street, New Brunswick, New Jersey 08901 (hereinafter called the "City")

and

NEW BRUNSWICK PARKING AUTHORITY, a public body corporate and political subdivision of the State of New Jersey, having an office at Gateway Building, 106 Somerset Street - 6th Floor, New Brunswick, New Jersey 08901 (hereinafter called "Authority")

WITNESSETH:

WHEREAS, the City of New Brunswick desires to provide sidewalk and street litter cleaning services along portions of its Urban Enterprise Zone corridors, excluding the City's Special Improvement District; and

WHEREAS, the City has allocated Urban Enterprise Zone funds for funding these services; and

WHEREAS, the Authority is willing to provide the sidewalk and street cleaning services for all of the areas that City desires to have cleaned and are noted in this agreement; and

WHEREAS, an Agreement is necessary to set forth the terms under which the City will disburse funds to the Authority and to describe the services the Authority will provide in exchange for said funds.

NOW, THEREFORE, in consideration of the grant of said moneys and the services to be rendered, the parties hereto do mutually promise, covenant and agree as follows:

1 Scope of Services:

The Authority will provide street cleaning services in the areas of the city as delineated on the table in Exhibit 1, attached hereto, with a level of service as outlined in the narrative and detailed budget in Exhibit 2, attached hereto:

1.1 Changes to the Scope of Services: The Authority may not deviate from the approved budget or cleaning area without the prior written approval of the New Brunswick Director of Planning, Community and Economic Development (Director). The Authority must comply with the following procedures prior to implementing any changes in the scope of services or approved budget, as described below

1.1.1 The Authority must provide in writing to the Director a request for change that will alter either the scope of services or the approved budget. The request for

change must be accompanied by a justification for the change, i.e., an increase in the hourly rate of pay as the result of a new collective bargaining agreement.

- 1.1.2 The request for contract modification shall be reviewed and approved or disapproved by the Director of Planning, Community and Economic Development of the City of New Brunswick

- 1.1.3 Failure to receive prior written approval from the City may result in the Authority not being paid for additional work performed that deviates from this agreement.

1.2 Services:

1.2.1 Hours:

Area	Days	Hours
UEZ minus SID	Tuesday and Thursday through Saturday	6:00A – 3:00P (1 hour lunch)
UEZ minus SID	Tuesday and Thursday through Saturday	6:00P – 9:00P
UEZ minus SID	Monday and Wednesday	8:00A – 3:00P
UEZ minus SID	Sunday	4:00P – 8:00P

- 1.2.2 **Litter Patrol:** Litter patrol consists of cleaning using a broom and bucket or vacuum to remove loose trash and debris commonly described as litter from sidewalks, curb lines, building entryways, planters and streetscape furniture. The Authority will provide staffing with a continuous presence to provide the prescribed services within this contract during the hours as described above and provide said staff with the appropriate uniforms and equipment.

- 1.2.3 **Sticker, Flyer and Minor Graffiti Removal:** Remove stickers, flyers and minor graffiti from street furniture such as benches, shelters, utility poles, controller boxes, trash cans and similar objects where they are not permitted. Stickers are not permitted on any street furniture. Flyers are only permitted on the kiosks provide for such flyers along George Street.

- 1.2.4 **Supervision:** The Authority will use its existing supervisory staff to monitor the proper staffing of the Clean Team services and the quality of the services provided. There shall be no extra charge for supervisory services.

- 1.2.5 **Holidays:** Clean Team services will not be provided on holidays recognized by the Authority and the Authority shall not bill for those days in their invoices. The recognized holidays of the Authority are:

1.2.5.1	Labor Day	September 1, 2025
1.2.5.2	Columbus Day	October 13, 2025
1.2.5.3	Veterans	November 11, 2025
1.2.5.4	Thanksgiving	November 27, 2025
1.2.5.5	Day After Thanksgiving	November 28, 2025
1.2.5.6	Christmas	December 25, 2025
1.2.5.7	Day after Christmas	December 26, 2025
1.2.5.8	New Year's Day	January 1, 2026
1.2.5.9	Martin Luther King Day	January 19, 2026
1.2.5.10	President's day	February 16, 2026
1.2.5.11	Good Friday	April 3, 2026
1.2.5.12	Memorial Day	May 25, 2026
1.2.5.13	Independence Day	July 4, 2026

2 FUNDING

The City has appropriated the following funds to provide for the services

- 2.1. The City appropriates up-to \$160,000 from its UEZ ZAF funds for the above services.

3 Contract Term

- 3.1. The contract shall be for a period of twelve (12) months, commencing on July 1, 2025, and ending on June 30, 2026.

4 Disbursement of Funds:

- 4.1. Invoicing: The Authority shall submit monthly invoices with backup material certifying the hours worked and tasks completed to the City of New Brunswick, Attention: Director of Planning, Community and Economic Development. The Authority will submit said monthly invoices and back up material in the format required by the Finance Director and Director
 - 4.1.1. Monthly Documentation Minimum:
 - Clean Team Daily Reports for the month being invoiced.
- 4.2. Billing: The City shall pay the contract amount in Exhibit 2 for hours worked by the two UEZ funded staff persons. Each invoice shall certify the hours worked and tasks completed.
- 4.3. The City shall make payment to the Authority for both the City funds due for the services invoiced within 30 days of receipt of the invoice in the form required.

5 Record Keeping and Reporting:

- 5.1. Authority shall maintain all payroll records and invoices for purchases related to the provision of the services.
- 5.2. City will retain all required records for the period of three years after City makes final payments and all other pending matters are closed as required.
- 5.3. It is further agreed that the accounts, ledgers, records and files pertaining to this program shall be maintained in accordance with the rules and regulations as promulgated by the State of New Jersey:

6 Special Events:

- 6.1. Any additional services other than what is listed here will be invoiced separately as a direct cost and is not part of this agreement. Additional services shall be requested in writing by the Director of Planning, Community, and Economic Development or the City Business Administrator. Such services shall be invoiced separately.

7 Termination for Cause:

- 7.1. If, through any cause, Authority shall fail to fulfill in a timely and proper manner, its obligations under this contract, or if Authority shall violate any of the covenants, agreements or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Authority of such termination and specifying the effective date of such termination. In such event, the Authority shall be entitled to receive just and equitable compensation for any satisfactory work completed until the effective date of termination.

8 Termination for Convenience:

- 8.1. City may terminate this contract, with the consent of the Authority, at any time after giving notice in writing to the Authority. City and the Authority shall agree on the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
- 8.2. The Authority may terminate, upon written notification to City, setting forth the reasons for the termination, effective date and in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, City determines that the remaining portion of the award will not accomplish the purpose for which the award was made; City may terminate the award in its entirety under the preceding paragraph.

9 Changes:

- 9.1. City may, from time-to-time, request changes in the Scope of Services of the Authority to be performed hereunder. Any increase or decrease in the amount of Authority compensation, which is mutually agreed upon by and between City and the Authority shall be incorporated in written amendment form to this contract, subject to approval by the City Council by resolution.

10 Compliance with Local Laws:

- 10.1. The Authority shall comply with all applicable local public contract laws and regulations, ordinances and codes of the State and Local Governments and shall commit no trespass on any of the work embraced by the contract.

11 Assignability:

- 11.1. The Authority shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or motivation) without the prior written express approval of City, provided, however, that claims for money due or to become due to the Authority from City under this contract be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to City in writing.
- 11.2. The Authority shall not subcontract any interest in this contract without the prior written express approval of City.

12 Mandatory Affirmative Action Language:

- 12.1. The Authority agrees to incorporate into this Agreement Exhibit A "P.L. 1975 c. 1927 (NJAC 17:27) Mandatory Affirmative Action Language" making it an integral part of the Agreement and agrees that such language shall not be subject to elimination, modification, or change in any manner.
- 12.2. The Authority hereby represents, covenants and agrees that:
 - 12.2.1. It has the legal capacity to enter into this Agreement and perform all undertakings herein set forth; and
 - 12.2.2. It is a duly organized and validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been adopted authorizing the execution and delivery of this Agreement, and authorizing and directing the person executing this agreement to do so for and on their behalf; and

- 12.2.3. There is no action, proceeding or investigation now pending nor any basis therefore known or believed to exist which: (i) questions any action or act taken or to be taken by it pursuant to this Agreement; (ii) questions the validity of this Agreement; or (iii) is likely to result in a material adverse change in its authority, property assets, liabilities or conditions which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement or any other agreement or redevelopment plan affecting the Project; and
- 12.2.4. The execution and delivery of this Agreement and the performance hereunder will not constitute a violation of any agreement, mortgage indenture, instrument, or judgment to which it is a party.

13 RIGHTS AND REMEDIES CUMULATIVE

- 13.1. The rights and remedies of the parties to this Agreement whether provided by law or by this Agreement shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party.
- 13.2. No waiver made by any such party with respect to performance, or manner or time thereof, or any obligation of any other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of any other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of any other party.

14 NOTICES AND DEMANDS

- 14.1. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered personally (and receipt acknowledged) to the parties at their respective addresses, as set forth below, or at such other address or addresses with respect to the parties or their counsels as any party may, from time to time, designate in writing and forward to the others as provided in this Article VI.

TO THE CITY:
The City of New Brunswick
78 Bayard Street
New Brunswick, New Jersey 08901
ATTENTION: Lezlie Zeledon, City Clerk

TO AUTHORITY:
New Brunswick Parking Authority
106 Somerset Street
New Brunswick, NJ 08901
ATTENTION: Executive Director

15 SEVERABILITY

14.2. The invalidity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof.

15 SUCCESSORS BOUND

15.1. The Agreement shall be binding upon the respective parties hereto and their heirs, successors and assigns.

16 GOVERNING LAW

16.1. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

17 COUNTERPARTS

17.1. This Agreement is executed in two (2) counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

18 SCHEDULES AND EXHIBITS

18.1. Any and all Schedules and Exhibits annexed to this Agreement are hereby made a part of this Agreement by this reference thereto.

IN WITNESS WHEREOF, the parties hereto have duly cause this contract to be signed and sealed by their respective authorized officer, on the dates set forth below the representative's signatures.

Witness:

Title: DIRECTOR OF OPERATIONS

Date: 7/24/25

New Brunswick Parking Authority

Title: Executive Director

Date: 7/24/25

Attest:

Leslie Zeledon
Leslie Zeledon, City Clerk

Date: 7/22/25

Approved As To Form:

T.K. Shamy
T.K. Shamy
City Attorney

City of New Brunswick

James M. Cahill
James M. Cahill, Mayor

Date: 7/22/25

Exhibit 1: Streets to Clean

Street Name	Between
French Street	From Somerset Street to New Street
Easton Avenue	From Bartlett Street to Albany Street
Remsen Avenue	From Sandford Street to Seaman Street
George Street	From Paul Robeson to Morris Street

Exhibit 2: Budget

Overview Budget:

Contract Duration:	July 1, 2025, through June 30, 2026
Hourly Rate:	\$45.00(2025); \$46.35(2026)
Total Funding Available:	\$160,000.00

Exhibit 3: Daily Cleaning Report

Clean Team Daily Cleaning Report Date: _____ Day of Week: _____

Submitted by (Print Name) _____

Signature: _____

Special Situations (if any)

Start Time: ____ AM End Time: ____ PM Evening Hours: ____ PM End Time: ____ PM

Litter Clean Up

☒	Street		Street	&	Street
☐	Easton Ave	btwn			
☐	French St	btwn			
☐	Remsen Ave	btwn			
☐	George St	btwn			

BY THE MUNICIPAL COUNCIL:

WHEREAS, the City of New Brunswick has identified a need to provide cleaning services, which include litter removal along portions of Easton Avenue, French Street, Remsen Avenue, and George Street (Clean Team Project); and

WHEREAS, funding for said services will be provided through funding from the City of New Brunswick Urban Enterprise Zone, Zone Assistance Funds; and

WHEREAS, the City of New Brunswick is contracting with the New Brunswick Parking Authority for this service; and

WHEREAS, the New Brunswick Parking Authority is a public entity and said contract is not required to go through the Fair and Open Process; and

WHEREAS, the City of New Brunswick will provide up to **One Hundred Sixty Thousand Dollars (\$160,000.00)** towards the total cost of these services with Urban Enterprise ZAF funds; and

WHEREAS, the total cost to contract with the New Brunswick Parking Authority to provide these services commencing on **July 1, 2025 and ceasing on June 30, 2026, *nunc pro tunc***, is the amount not to exceed **One Hundred Sixty Thousand Dollars (\$160,000.00)**; and

WHEREAS, funding for the City's share of the contract costs in the amount of **One Hundred Sixty Thousand Dollars (\$160,000.00)** is available in **Account Number 01-213-41-170-935**, the signature of Richard J. Mulrine, Chief Financial Officer, on this Resolution certifying that such funds are available in the 2025 Municipal Budget.

NOW, THEREFORE, BE IT RESOLVED, by the New Brunswick City Council that the Mayor and City Clerk be and hereby are authorized to execute and attest a contract, in a form to be first approved by the City Attorney, for these services with the New Brunswick Parking Authority to provide clean team services; and

BE IT FURTHER RESOLVED, that Certified Copies of this Resolution shall be sent by the City Clerk to the following:

- City Administrator
- Chief Financial Officer
- Purchasing Agent
- Director of Planning, Community and Economic Development
- New Brunswick Parking Authority, Executive Director
- New Brunswick City Market, Executive Director

ADOPTED: July 16, 2025


CITY CLERK


COUNCIL PRESIDENT

APPROVALS:


CITY ADMINISTRATOR


CITY ATTORNEY


CHIEF FINANCIAL OFFICER

CG/sw

COUNCIL MEMBER	YES	NO	NO VOTE	ABSENT
REBECCA ESCOBAR M	X			
MATTHEW FERGUSON S	X			
GLEN FLEMING	X			
PETRA GARCIA				X
ROZARIE MCIVER LIEBHART				X
MARIE CASTANEDA VP	X			
KRISTINA BERNARDI PRES	X			

I, Leslie R. Zelodou, City Clerk of the City of New Brunswick, N.J., do hereby certify the foregoing resolution is a true copy of the original resolution adopted at the regular meeting of the New Brunswick City Council at its meeting on:

July 16, 2025

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Leslie R. Zelodou, City Clerk

Any reproduction of the original resolution must contain the raised seal of the City of New Brunswick to be legally certified