

**SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF SAYREVILLE AND THE
SAYREVILLE ECONOMIC AND REDEVELOPMENT AGENCY
FOR ADMINISTRATIVE SERVICES**

THIS AGREEMENT is made this 28 day of March 2024, between the BOROUGH OF SAYREVILLE, a municipal corporation, located at 167 Main Street, Sayreville, NJ 08872 (hereinafter referred to as the "Borough") and the SAYREVILLE ECONOMIC AND REDEVELOPMENT AGENCY, a municipal redevelopment agency, located at 167 Main Street, Sayreville, NJ 0887 (hereinafter referred to as the "Agency") and referred to collectively as the "Parties"; and

WHEREAS, the Parties have determined that it would be to their mutual benefit to share certain administrative services where the Borough has available staff, space, equipment, and supplies to provide to the Agency without impairing the Borough's ability to provide those services for its own needs; and

WHEREAS, this Agreement is authorized pursuant to N.J.S.A. 40A:65-1 et. seq. which authorizes local units of this State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the contract is empowered to render within its own jurisdiction; and

NOW THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, the Borough and the Agency hereby mutually agree as follows:

1. Administrative Services. The Borough shall provide the following administrative services to the Agency, which shall include:
 - (a) Payroll services
 - (b) Escrow account services
 - (c) Budget and audit filing services;
 - (d) Internet and information technology services; and
 - (e) Physical storage of Agency records; and
 - (f) Such other administrative services as may be necessary for the Agency's daily operation.
2. Term. The term of this Agreement shall be one (1) year and shall automatically renew for an additional year unless either Party wishes to cancel this Agreement by providing 30 days written notice.
3. Consideration. The Agency shall pay the Borough the sum of \$1.00 for the services provided under this Agreement, the receipt of which is hereby acknowledged by the Borough.
4. Indemnification. The Borough and the Agency will defend, indemnify and save harmless each other, its respective officials, employees, agents and servants, from any and all

claims or actions at law, whether personal injury, property damage or liabilities, including the cost of defense which either arise from acts or omissions arising out of this Agreement.

5. Notices. A notice, demand or other communication under this Agreement by any Party to the other shall be in writing and shall be hand delivered by messenger (with receipt acknowledged in writing) delivered by overnight delivery service (guaranteeing overnight delivery, with receipt acknowledged in writing) or delivered by electronic transmittal or by facsimile transmission (evidenced by printed confirmation of receipt specifying the receiving telephone number) to the Parties at their respective addresses (or facsimile numbers, as the case may be) set forth below:

If to the Borough:

Borough of Sayreville
Borough Hall
167 Main Street
Sayreville, New Jersey 08872
Attention: Municipal Clerk

If to SERA:

Sayreville Economic & Redevelopment Agency
Borough Hall
167 Main Street
Sayreville, New Jersey 08872
Attention: Executive Director

Either Party may from time to time upon not less than seven (7) days prior written notice given to the other pursuant to the terms of this section change the address or facsimile number to which notices shall be sent or designate one or more additional or substitute persons to whom notices are to be sent.

6. Negation of Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

7. Amendment: Waiver. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the Parties hereto. No waiver by the Parties hereto of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the Parties.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9 Entire Agreement. This Agreement represents the entire Agreement between the Parties, and it shall only be modified through a subsequent written amendment approved by the respective governing bodies of all parties.


10. Governing Law. This Agreement shall be interpreted and shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals, and have caused this Agreement to be executed and attested the date first above written.

Attest:

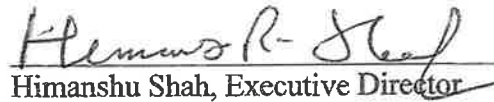

Jessica Morelos, Municipal Clerk

Borough of Sayreville

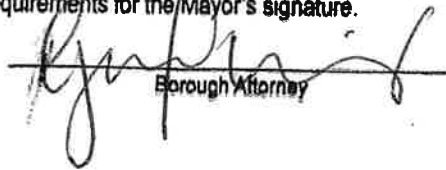

Kennedy O'Brien, Mayor

Attest:

Sayreville Economic and Redevelopment
Agency


Himanshu Shah, Executive Director

This document has been reviewed by the Borough Attorney and is approved as to form and this document satisfies all of the legal requirements for the Mayor's signature.


Borough Attorney

**A RESOLUTION OF THE SAYREVILLE ECONOMIC AND REDEVELOPMENT
AGENCY APPROVING SHARED SERVICES AGREEMENT WITH THE BOROUGH
OF SAYREVILLE FOR ADMINISTRATIVE SERVICES**

WHEREAS, the Sayreville Economic and Redevelopment Agency (the "Agency") and the Borough of Sayreville (the "Borough") have determined that it would be to their mutual benefit to share certain administrative services where the Borough has available staff, space, equipment, and supplies to provide to the Agency without impairing the Borough's ability to provide those services for its own needs; and

WHEREAS, N.J.S.A. 40A:65-1 et. seq. authorizes local units of this State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the contract is empowered to render within its own jurisdiction; and

WHEREAS, the Agency and Borough wish to enter into a Shared Services Agreement which is attached hereto as Exhibit A and on file with the Agency; and

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of the Sayreville Economic and Redevelopment Agency hereby approve the Shared Services Agreement in substantially similar form, as attached hereto as Exhibit A, and authorizes the Chairman and/or Executive Director to sign said Shared Services Agreement

OFFERED BY: Rosetta Fisher

SECONDED BY: Donna Roberts

I, Joseph P. Ambrosio, Esq., Assistant Executive Director/Assistant Secretary and certifying agent of the Sayreville Economic and Redevelopment Agency, hereby certify that the foregoing Resolution was adopted at the regular meeting of the Agency held on March 28, 2024.

Joseph P. Ambrosio, Esq.
Assistant Executive Director/
Assistant Secretary

Himanshu R. Shel
Executive Director

Exhibit A

RESOLUTION #2024-106

BE IT RESOLVED, that the Mayor and Borough Clerk are hereby authorized and directed to execute a Shared Services Agreement with Sayreville Economic and Redevelopment Agency (SERA) for Administrative Services subject to SERA reimbursing the Borough of any expenses incurred on behalf of SERA.

/s/Daniel Balka, Councilman
(Admin. & Finance Committee)

Reviewed by the Borough Attorney and is approved as to form and the Resolution satisfies all of the legal requirements for the Mayor's signature.

/s/Matthew Moench, Borough Attorney

ATTEST:

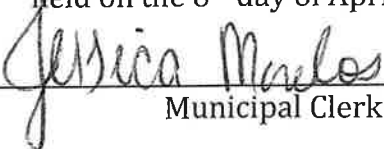
BOROUGH OF SAYREVILLE

/s/Jessica Morelos, RMC
Municipal Clerk

/s/Kennedy O'Brien
Mayor

	Balka	Colaci	Onuoha	Roberts	Synarski	Zebrowski
Ayes	X	X		X	X	X
Nays						
Abstain			X			
Absent						

I, Jessica Morelos, RMC, Municipal Clerk of the Borough of Sayreville do hereby certify that the foregoing is a true copy of a Resolution adopted at a Regular Meeting of the Mayor and Borough Council held on the 8th day of April, 2024.


Municipal Clerk