

SHARED SERVICES AGREEMENT

This AGREEMENT made this ____ day of _____, 2025, by and between

BOROUGH OF HIGHLANDS
151 Navesink Ave
Highlands, New Jersey 07732
(hereinafter referred to as “Highlands”)

AND

BOROUGH OF SEA BRIGHT
1099 Ocean Avenue
Sea Bright, New Jersey 07760
(hereinafter referred to as “Sea Bright”)

WHEREAS, Highlands and Sea Bright (hereinafter collectively referred to as the “Parties”) wish to encourage inter-municipal cooperation; and

WHEREAS, Highlands has the staffing, personnel and equipment to provide street sweeping services to Sea Bright for the period of April 1, 2025 through October 31, 2025; and

WHEREAS, the “Uniform Shared Services and Consolidation Act”, N.J.S.A. 40A:65-1 et seq., authorizes local units of this State to enter into an agreement with any other local unit or units for the joint provision within their several jurisdictions of any service which any Party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, Highlands and Sea Bright agree that Highlands has the necessary staffing, equipment and personnel to provide street sweeping services to Sea Bright; and

WHEREAS, the parties have each duly authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the parties as follows:

1. Highlands shall provide street sweeping services to Sea Bright during the period of April 1, 2025 through October 31, 2025.
2. The street sweeping services will be performed during the week on Tuesdays and Thursdays, with the right side of all streets being swept on Tuesdays and the left side of all streets being swept on Thursdays, wherein the municipal parking lots will be swept on both Tuesdays and Thursdays.
3. Sea Bright shall be responsible for the disposal of all sweepings, as well as notification to all persons parking on their streets.
4. It is agreed by and between the Parties that Sea Bright will pay Highlands \$18,000.00 for the street sweeping services. Payment shall be rendered in seven (7) equal installments, in the amount of \$2,571.42 for the first six (6) months and \$2,571.48 for the last month. Payment shall be made no later than the last day of each month, beginning April 30, 2025 and ending October 31, 2025.
5. Each party agrees to release, indemnify, defend and hold harmless the other party, its agents, officers and employees, from and against any and all claims, demands, losses, expenses, attorney fees, causes of action, judgments, lawsuits, proceedings, damages, and liability which may be asserted or claimed and which relate in any way to, or arise in any way from, any acts or omissions of the negligent party, its agents, officers and employees, resulting from this Agreement.
6. This Agreement is entered into pursuant to the provisions of the “Uniform Shared Services and Consolidation Act” N.J.S.A. 40A:65-1 et seq.

7. As provided in the “Uniform Shared Services and Consolidation Act” N.J.S.A. 40A:65-7(g), in the event of any dispute as to the amount to be paid, the full amount to be paid shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the party having received the payment shall forthwith repay the excess.
8. It is hereby acknowledged that in accordance with N.J.S.A. 40A:65-7(d), the personnel of Highlands that are performing the street sweeping services are doing so as a general agent for Sea Bright and shall have all powers of performance reasonably necessary and convenient to carry out the duties, obligations and responsibilities under this Agreement and allowable by law.
9. The parties will keep in force, at their respective cost and expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey or with the Monmouth County Municipal Joint Insurance Fund, which insurance shall be evidenced by certificates and/or policies to be exchanged by both parties. Each certificate or policy shall require a thirty (30) day cancellation notice. Certificates of Insurance shall be delivered to each party, prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the parties prior to the implementation of this Agreement.
10. The term of this Agreement shall be from April 1, 2025 through October 31, 2025. This Agreement may be terminated at any time by either party, with or without cause, by at least thirty (30) days prior written notice to the other party. Further, either party reserves the right to terminate the agreement at any time if payment for services

rendered is not made or if the services are not rendered, or the time within which the services are rendered is unreasonable.

11. The parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.
12. Highlands and Sea Bright hereby acknowledge that prior to execution of this agreement; the respective municipal bodies shall authorize such execution by and through the procedures and standards in the adoption of appropriate resolutions as set forth more fully under the “Uniform Shared Services and Consolidation Act”, N.J.S.A. 40A:65-5(a).
13. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless same shall be in writing and signed by all of the parties hereto.
14. This Agreement shall be interpreted in accordance with the rights of the Parties hereto and shall be governed by the laws of the State of New Jersey.
15. Any dispute regarding the terms of this Agreement shall be venued in New Jersey Superior Court, Monmouth County.
16. The rights, duties and obligations of this Agreement may not be assigned without either Party’s prior written consent and it is agreed that a failure or delay in the enforcement of any of the provisions of this agreement by either Party shall not constitute a waiver of those provisions.
17. The Parties acknowledge and agree that they are associated for only the purposes set forth in the Agreement and each is a public entity separate and distinct from the other.

18. In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.
19. All notices, statements or other documents required by this Agreement shall be hand delivered or mailed to the designated municipal representative.
 - a. The designated representative for the Borough of Highlands is:

Michael Muscillo, Borough Administrator
Borough of Highlands
151 Navesink Ave.
Highlands, NJ 07732
 - b. The Designated representative for the Borough of Sea Bright is:

Rachel Giolitto, Borough Administrator
Borough of Sea Bright
1099 Ocean Avenue
Sea Bright, NJ 07760
20. This Agreement shall be binding upon the Parties and their legal representatives, successors and assigns.

IN WITNESS HEREOF, the Parties have caused this Agreement to be signed by their respective officer duly authorized, and to be duly attested, and to have their respective municipal seals affixed hereunto, and have caused this Agreement to be dated as of the day and year first written above.

ATTEST:

Nancy Tran, Municipal Clerk
Borough of Highlands
Date:

Carolyn Broullon, Mayor
Borough of Highlands
Date:

Christine Pfeiffer, Municipal Clerk
Borough of Sea Bright
Date:

Brian P. Kelly, Mayor
Borough of Sea Bright
Date: