

**SHARED SERVICES AGREEMENT
BETWEEN
MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
AND
PARKING AUTHORITY OF THE BOROUGH OF METUCHEN**

This Shared Services Agreement ("Agreement") is hereby made this ____ day of _____, 2024 between the **MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey, with an office located at 101 Interchange Plaza, Suite 202, Cranbury, New Jersey 08512 (the "Authority") and the **PARKING AUTHORITY OF THE BOROUGH OF METUCHEN**, a public body corporate and politic of the State of New Jersey with offices at 500 Main Street, Metuchen, New Jersey 08840 (the "MPA").

WITNESSETH

WHEREAS, the MPA was duly created by the Borough of Metuchen to provide for adequate parking for the needs of the residents, merchants, commuters and to collaborate with the Borough in providing for future parking needs; and

WHEREAS, the Authority submitted a proposal to the MPA to manage the day-to-day parking operations beginning January 1, 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, the above parties desire to enter into a Shared Services Agreement ("Agreement") pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) in order to provide day-to-day management services for the MPA pursuant to the terms and conditions provided herein; 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. **Uniform Shared Services and Consolidation Act.** 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.
2. **Services to be provided by the Metuchen Parking Authority:** The MPA hereby agrees to provide the following:

- a. Payment of an annual management fee to the Authority beginning April 1, 2025, as detailed in Section 5, "Fees and Costs."
 - b. Collect revenue from all streams including parking meters, permit payments, park smarter app, Nexus, and New Jersey Transit lots.
 - c. Provide parking enforcement by Parking Enforcement Officers under supervision of Metuchen Police Department
3. **Services to be provided by the Middlesex County Improvement Authority:** The Authority hereby agrees to provide the following:
- a. Review current operating policies and standard operating procedures identify opportunities for improvement.
 - b. Review opportunities to enhance operations with updated parking management technology.
 - c. Review opportunities to enhance the financial performance of the MPA.
 - d. Retain a Parking Director to oversee the operations of the MPA, currently Jay Muldoon, through a separate consulting agreement. ¹ The Parking Director will be designated as the MPA officer responsible for meeting State of New Jersey requirements, for example, without limitation, Affirmative Action Compliance Officer, Government Records Custodian and Certifying Finance Officer. It is anticipated that the Parking Director will be available in the Borough to provide the services for a minimum of fifteen (15) hours per week.
 - e. Prepare a day-to-day operations plan consisting of the following:
 - i. Assessing MPA's current parking capacity, issues and challenges
 - ii. Assessing MPA's current technology and infrastructure
 - f. Oversee all daily inspections of pay parking meters, including minor maintenance repairs. Contact meter manufacturer if meter needs further maintenance.
 - g. Draft and provide monthly financial and volume reports by retrieving revenue data from MPA's collection systems, Nexus, IPS, and ParkVantage.
 - h. Recommend parking regulations, in consultation with Borough and Police Chief, including providing enforcement officers with real-time parking statuses.
 - i. Monitor and evaluate the MPA's parking operations plan

¹ A separate Memorandum of Understanding shall detail the responsibilities between the MPA's Parking Director and the MCIA.

- j. Engage with the community including residents, businesses, and community groups for feedback.
 - k. Work with the MPA and Middlesex County Marketing Department to update resident communications plan.
 - l. Update MPA website and other digital communications.
 - i. create customer permit portal
 - ii. review current app-based payment solution communications, advertising and recommend improvements.
 - m. Manage web-based permit parking system
 - n. Review and recommend improvements to current policies and procedures including permit policies.
 - o. Create Standard Operating Procedures for all parking management operations.
 - p. Procure materials and services on behalf of the MPA when requested by the MPA to be reimbursed by the MPA.
 - q. Preparation of annual budgets and any amendments and assist in providing information for annual audit.
 - r. Preparation of bill list for each monthly meeting and processing payments approved by the MPA Commissioners.
 - s. Coordinate financial matters with MPA approved financial institutions.
 - t. Attend monthly MPA Commission meetings and preparation and distribution of monthly meeting packages.
4. **Term:** The term of this Agreement shall be five (5) years, commencing on January 1, 2025 and terminating on December 31, 2029.
5. **Fees and Costs:** Beginning January 1, 2025, the MPA will pay the Authority Thirty Thousand (\$30,000.00) Dollars per year with five (5%) percent annual increase for years two through five for an annual management fee. The management fee will be paid by the MPA in equal monthly installments following approval of the payment voucher for the month at the MPA monthly meeting.

The MPA will reimburse the Authority for the Parking Director salary of Sixty-Nine Thousand (\$69,000.00) Dollars for the first year of this Agreement or prorated part thereof while the current Parking Director is providing parking director services to the MPA. Thereafter the reimbursement will be Sixty Thousand (\$60,000.00) Dollars per year for

years two through five or a prorated portion thereof. The payment will be made by the MPA in equal monthly installments following approval of the payment voucher for the month at the MPA monthly meeting. In the event the Parking Director responsibilities change during the course of this Agreement, the parties agree to adjust the reimbursement accordingly.

6. **Payment.** 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.
7. **Indemnification.** Each party agree 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 MPA's or Authority's employees during the performance of his duties on behalf of the other party, its agents, officers and employees, resulting from this Agreement.
8. **Termination.** This Agreement may be terminated at any time by the Authority or by the MPA for any reason upon a ninety (90) day notice to either party.
9. **Cooperation.** The parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.
10. **Entire Agreement.** This Agreement is the entire agreement between the parties, and no alterations, changes or additions hereto shall be made except in writing and approved by both parties.
11. **Execution.** The Authority and the MPA hereby acknowledge that prior to execution of this Agreement; the respective authorities 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).
12. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of New Jersey. Any dispute regarding the terms of this Agreement shall be venued in New Jersey Superior Court, Middlesex County.
13. **Association.** The parties acknowledge and agree that they are associated only for the purposes set forth in the Agreement and each is a public entity separate and distinct from the other.
14. **Filing.** 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.
15. **Notices.** All notices required by this Agreement shall be in writing and shall be sent to the following persons:

To MCIA:

Executive Director
Middlesex County Improvement Authority
101 Interchange Plaza, Suite 202
Cranbury, New Jersey 08512

With copy to:

Louis N. Rainone, General Counsel
Rainone Coughlin Minchello, LLC
555 U.S. Highway One South, Suite 440
Iselin, New Jersey 08830

To MPA:

Chairman
Metuchen Parking Authority
500 Main Street
Metuchen, New Jersey 08840

With copy to:

Daria Anne Venezia, Esq.
Venezia & Nolan, PC
306 Main Street
Woodbridge, New Jersey 07095

IN WITNESS WHEREOF the parties hereto have caused this Shared Services Agreement to be signed and attested to by their legal representatives as of the day, month and year indicated above.

ATTEST:

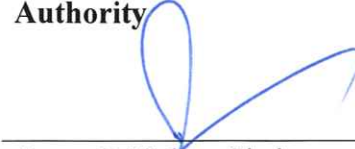


ATTEST:



Lauren Miceli, Secretary

**Middlesex County Improvement
Authority**



James P. Nolan, Chairman

Metuchen Parking Authority



Gary Wade, Chairman