

**SHARED SERVICES AGREEMENT BETWEEN THE TOWN OF PHILLIPSBURG
AND THE BOROUGH OF ALPHA**

THIS SHARED SERVICES AGREEMENT made this July 8, 2014 by and between THE TOWN OF PHILLIPSBURG ("Phillipsburg"), a municipal corporation of the State of New Jersey with its principal offices located at 675 Corliss Avenue Phillipsburg, New Jersey, 08865, and THE BOROUGH OF ALPHA ("Alpha"), a municipal corporation of the State of New Jersey with its principal offices located at 1001 East Boulevard Alpha New Jersey, 08865. Phillipsburg and Alpha will be collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the "Uniform Shared Services and Consolidation Act" at N.J.S.A. 40A:65-1 et seq., (the "Act") allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in this 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; and

WHEREAS, Chapter 12, Municipal Courts, at N.J.S.A. 2B: 12-1(c) provides that "two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court. Where municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process"; and

WHEREAS, Phillipsburg and the Alpha desire to share facilities, equipment, office staff and record storage in accordance with N.J.S.A. 2B: 12-1 in order to conserve resources and to provide for a more efficient and more economically sound municipal court system; while each municipality maintains its right to appoint its own judge, prosecutor and public defender; and

WHEREAS, Phillipsburg has agreed to allow Alpha to utilize Phillipsburg's Court Room and to allow Alpha to utilize the Phillipsburg Municipal Court offices effective upon the execution of this Agreement and notice to and the approval of the Administrative Office of the Courts (hereinafter, "the AOC") and the Assignment Judge of Vicinage XIII (hereinafter, "the Assignment Judge"), whichever occurs later; and

WHEREAS, the Governing Bodies of both Phillipsburg and Alpha find that it would be in the best interest of the Parties for Alpha to utilize the Phillipsburg Municipal Court Room, Court offices, and to share employees, facilities, and equipment, under the terms and conditions referenced herein; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L 2007, c. 63 at N.J.S.A. 40A:65-1, et seq. ("the Agreement").

NOW THEREFORE, with the foregoing Recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, Phillipsburg and Alpha, intending to be legally bound, hereby agree as follows:

- 1. Establishment of a Shared Municipal Court.** The Borough of Alpha, hereinafter referred to as "Alpha", and the Town of Phillipsburg, hereinafter referred to as "Phillipsburg", hereby agree to the sharing of Phillipsburg's court facilities by Alpha's Municipal Court as authorized by N.J.S.A. 2B: 12-1(c) which shall provide for the establishing of the Alpha Municipal Court in Phillipsburg (which arrangement shall hereinafter referred to as the "Shared Courts"). Alpha and Phillipsburg shall be collectively referred to herein as the "Parties". This Shared Court will be established as soon as legally and logistically possible in 2014. Establishment is contingent upon receipt of written approval from the Administrative Office of the Courts and the Assignment Judge, Superior Court of New Jersey, Warren County.
- 2. Location and Days of Operation of the Shared Courts.** The Shared Courts, including the court room and court administrative offices and all court sessions will be located and conducted at 675 Corliss Avenue, Phillipsburg, N.J. 08865, in the Phillipsburg Town Municipal Complex. Phillipsburg will receive a fee from Alpha to provide day to day Court administrative services and support to include day-to-day operations, record keeping, and administrative functions of the Alpha Court.
- 3. Bank Accounts.** The Parties shall each receive and retain all net revenues generated by all cases on their respective court dockets as is currently provided by them. In accordance with N.J.S.A. 2B: 12-1 et seq. Phillipsburg and Alpha will maintain separate bank accounts for revenue purposes. In addition, Alpha agrees that the financial records relating to all Municipal Court activities involving Alpha prior to the Effective Date, including the case book and bail accounts, shall be audited by an independent auditor, and that any and all fees associated with such audits shall be paid for by Alpha.
- 4. Operating Costs and Expenses.** During the Shared Courts agreement, Alpha shall pay Phillipsburg an annual fee of \$20,000.00 to conduct 4 court sessions per month in accordance with paragraph 5 below. This annual fee may be subject to a 4% annual increase to keep pace with salary and cost of living expenses, which increase the Parties agree shall not be imposed sooner than one (1) year from the effective date of this Agreement. The Parties further agree that any forms or supplies, as set forth on Exhibit A, which are specifically utilized by one Municipal Court, shall be the sole responsibility of that Municipal Court and shall not be a shared expense. If these forms and supplies are ordered by Phillipsburg for the Alpha Municipal Court, Alpha shall reimburse Phillipsburg upon submission of vouchers in accordance with paragraph 5 below.
- 5. Payment Procedure.** Phillipsburg shall provide an invoice for Alpha's operating costs and expenses on a quarterly basis and Alpha agrees to pay the invoice within sixty (60) days after submission.
- 6. Dispute of Payment.** As provided in the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63, N.J.S.A. 40A:65-8(g), in the event of any dispute as to the amount to be

paid under the terms of this Agreement, the full amount to be paid in accordance with Section 4 shall be paid without prejudice to the disputing Parties. If through subsequent negotiation, mediation, litigation, or settlement, the amount due shall be determined, agreed to or adjudicated to be less than what was actually so paid, the aggrieved party shall promptly be repaid the excess.

7. **Periodic Meetings.** The Administrators and Deputy Administrators or their designees of both municipalities shall periodically meet together with the Court Administrator and the Court Administrator's Deputy or designee as may be necessary to ensure that all obligations under this Agreement are being satisfied or to explore new issues and considerations related to shared services and long term municipal court planning.

8. **Modification.** Any modification to the Agreement may be explored first by the Municipal Court Advisory Committee if the Parties so choose or directly negotiated between the Parties, and amendments shall be made and adopted by resolution of both Parties with notice to the Administrative Office of the Courts and the Assignment Judge.

9. **Indemnification.** In addition to the other rights and remedies of the Parties herein, Alpha, to the extent permitted by law, agrees to indemnify and hold harmless Phillipsburg, its officials, employees and agents, from any and all liability and claims for damages or injuries on the part of Alpha caused by or resulting from the negligent acts or omissions of Alpha arising out of this Agreement or any of the obligations assumed by Alpha hereunder provided it is determined by a court of proper jurisdiction that Alpha is solely responsible for such liability. In the event it is determined by the Court that Alpha is not solely responsible for said liability, Alpha shall be limited to that degree of liability determined by said Court to be the proportionate liability of Alpha.

10. **Insurance.**

A. The Parties will keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey which insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties. Alpha shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage and shall name Phillipsburg as an additional insured.

B. This insurance shall indicate on the Certificate of Insurance the following coverages:

- Operations
- Use of independent contractors and/or subcontractors; Products and completed operations;
- Broad form contractual; and
- Broad form property endorsement.

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.

C. Alpha shall provide sufficient insurance coverage to protect Phillipsburg's municipal court records from loss or damage by fire and such other hazards as may be included in the standard all risk of physical loss policy.

11. Books, Audits and Records.

A. Separate financial records will be maintained for the Phillipsburg court and Alpha court and each court will have its own separate audit conducted. Each court shall maintain a General Account and journal and a Bail Account and journal.

B. The Court Administrator shall be the only person charged with the responsibility of maintaining monthly ledgers for both the Alpha and Phillipsburg Accounts. The Court Administrator and appropriate staff, designated by the Court Administrator, shall be bonded and the bonding shall be provided and paid for by Phillipsburg

C. Each court shall maintain separate journals and separate deposits. Phillipsburg will be responsible for arranging daily deposits for both the Alpha and Phillipsburg accounts utilizing the Phillipsburg Police Department or Private Carrier.

D. Both Alpha and Phillipsburg shall maintain monthly case books and disburse monies consistent with judiciary financial procedures.

E. Phillipsburg may conduct an independent audit of Alpha court financial records at its sole discretion prior to the Effective Date of this agreement.

F. Fines or fees collected on cases in the Alpha court shall be deposited into an Alpha account. Monies in the Alpha account shall be disbursed by Phillipsburg pursuant to judiciary policy and shall be forwarded to the Chief Financial Officer of Alpha.

G. Each court is a separate entity and therefore each court shall maintain as necessary, separate forms, stationery, receipts and ticket books.

12. Personnel and Appointments:

The Parties agree that the Shared Courts will share in providing the services of Court Administrator, Deputy Court Administrator(s), and violations clerk. Compensation of such personnel shall be the sole responsibility of Phillipsburg Municipal Court and shall not be a shared expense. The hiring, employment and appointment of the aforementioned positions shall be the sole responsibility of Phillipsburg. This agreement contemplates that the Phillipsburg Court Administrator shall perform the duties of the Alpha Court Administrator.

The Parties agree that Alpha shall appoint as its Judge, Prosecutor and Public Defender, the Judge, Prosecutor and Public Defender appointed by Phillipsburg.

13. Salaries, Wages and Benefits. The salaries, wages and benefits, including FICA, PERS Contributions, worker's compensation insurance and group health insurance, if provided, of the following personnel appointed by the Parties in accordance with paragraph 12: Judge, Prosecutor and Public Defender shall be paid by Phillipsburg.

14. Court Security. The Parties shall be responsible to provide the required law enforcement security for their respective court sessions. This security shall be in accordance with the approved court security plan, which will be updated and submitted upon the approval of the Assignment Judge

15. Caption. In accordance with N.J.S.A 2B:12-1, the identities of the individual courts shall continue to be expressed in the caption of orders and process.

16. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue through December 31, 2017 (the 'Term') unless terminated sooner pursuant to the terms and conditions of Section 21 of this Agreement. Notwithstanding the foregoing, by resolutions of the governing bodies of both parties, this Agreement may be extended for such additional terms as may be agreed upon.

17. Dispute Resolution. In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Parties shall attempt non-binding mediation through a mediator of their choice and if mediation fails, the Parties hereto agree to be governed by the laws of the State of New Jersey.

18. Entire Agreement. 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 the Parties hereto.

19. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplement of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implementation and give effect to the intentions of the Parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

20. Administrative Office of the Courts and Superior Court Approval. The Parties acknowledge that this Agreement is contingent upon and subject to the approval of the State of New Jersey Administrative Office of the Courts and the Warren County Superior Court Assignment Judge.

21. Termination. This agreement may be terminated at any time by either Party, with or without cause, by at least 90 days prior written notice to the other Party, In addition to any other notice requirements herein, the parties shall provide an additional ninety (90) days written notice of termination to the Administrative Office of the Courts and the Assignment Judge prior to the scheduled termination as a condition precedent to the termination of this Agreement.

22. 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

23. Good Faith Covenant. The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.

24. Effective Date. This Agreement shall take effect no sooner than sixty days (60) from the date of final approval by the Assignment Judge and the execution of the Agreement authorized thereafter by their appropriate respective officials.

25. Notices. All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the designated municipal representative.

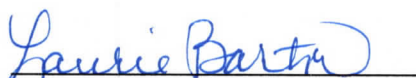
- a. The designated municipal representative for Phillipsburg is:
Town Clerk
Town of Phillipsburg
675 Corliss Avenue Phillipsburg, N.J. 08865
- b. The designated municipal representative for Alpha is:
Borough Clerk
Borough of Alpha
1001 East Boulevard Alpha, N.J. 08865

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective officers duly authorized, and have caused this Agreement to be dated as of the day and year written above.

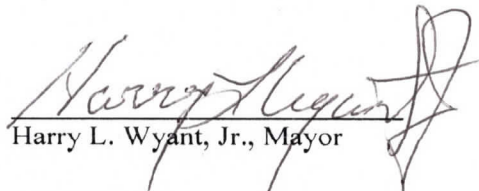
BOROUGH OF ALPHA


Edward Hanics, Mayor

ATTEST


Laurie Barton, RMC

TOWN OF PHILLIPSBURG


Harry L. Wyant, Jr., Mayor

ATTEST


Victoria L. Kleiner, AMC