

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: BOROUGH OF OAK RIDGE COUNTY: CAMDEN

RECIPIENT: BOROUGH OF MT. EPHRAM COUNTY: CAMDEN

BRIEF DESCRIPTION OF SERVICE:

Municipal Court Services

EFFECTIVE DATE: 9-1-14

EXPIRATION DATE: 12-31-17

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF MT. EPHRAIM AND THE BOROUGH OF OAKLYN RELATIVE TO THE SHARING OF THE SERVICES OF THE OAKLYN MUNICIPAL COURT BY AND FOR THE BOROUGH OF MT. EPHRAIM

THIS DOCUMENT constitutes a Shared Services Agreement, pursuant to Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., entered into by and between the Borough of Mt. Ephraim, a body politic and municipal corporation of the State of New Jersey, with offices located at 121 South Black Horse Pike, Mt. Ephraim, New Jersey 08059 Mt. Ephraim (Mt. Ephraim), and the Borough of Oaklyn, a body politic and municipal corporation of the State of New Jersey, with offices located at 500 White Horse Pike, Oaklyn, New Jersey 08107 (Oaklyn). The date of the execution of this Agreement is the 4 day of ~~August~~ ^{SEPTEMBER}, 2014, and replaces the Agreement executed by the parties on DEC. 13, 2011.

WITNESSETH

WHEREAS, the Borough of Oaklyn is a municipal entity organized under the laws of the State of New Jersey and located in Camden County ("Oaklyn"); and

WHEREAS, the Borough of Mt. Ephraim (hereinafter "Mt. Ephraim") is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, Oaklyn and Mt. Ephraim have entered into negotiations as to the sharing of certain services and facilities of the Oaklyn Municipal Court for the administration, processing and adjudication of traffic and criminal violations occurring within the jurisdiction of the Borough of Mt. Ephraim; and

WHEREAS, Oaklyn and Mt. Ephraim intend by virtue of this document to set forth the terms and conditions of Agreement; and

WHEREAS, the proper and respective municipal officials were authorized to execute this Shared Services Agreement pursuant to the Ordinances and Resolutions adopted or to be adopted by Oaklyn and Mt. Ephraim; and

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. PURPOSE AND TERM

The purpose of this Agreement is to permit the sharing of the services and facilities of the

Oaklyn Municipal Court for the administration, processing and adjudication of traffic, criminal and Mt. Ephraim municipal code violations occurring within the jurisdiction of the Borough of Mt. Ephraim. The term of this Agreement shall be from September 1, 2014, through September 1, 2017, unless terminated pursuant to the terms herein. It is the intention of the parties that shared services pursuant to this Agreement will include administrative staff, facilities, technology, supplies, and mutually agreed upon professional staff. However, Mt. Ephraim and Oaklyn Municipal Courts will maintain separate and distinct accounts, financial transactions, filing systems, Court codes and Municipal Court identities.

This Agreement shall be cancelable without cause at the end of any calendar year upon sixty (60) days prior written notice by either party to this Agreement; provided, however, either party may terminate this Agreement immediately upon written notice to the other party in the event there is a material breach of this Agreement by such other party that remains uncured for thirty (30) days or if the same material breach occurs more than three times, and the breaching party has been notified in writing each time with or without cure.

Oaklyn and Mt. Ephraim, upon execution of this Agreement and within a reasonable amount of time not to exceed thirty (30) days, shall introduce the appropriate Ordinances or Resolutions to effect the implementation of the terms and conditions of this Agreement

2. JURISDICTION

The Oaklyn Municipal Court shall have jurisdiction, pursuant to the appropriate New Jersey statutes, over traffic, criminal and municipal code violations arising within the territorial confines of the Borough of Oaklyn.

The Mt. Ephraim Municipal Court shall have jurisdiction, pursuant to the appropriate New Jersey statutes, over traffic, criminal and municipal code violations arising within the territorial confines of the Borough of Mt. Ephraim.

3. REVENUE

Oaklyn and Mt. Ephraim agree that each shall receive the revenues generated by the adjudication of matters by their respective Court. Oaklyn and Mt. Ephraim agree that the Court Administrator will maintain separate accounts for the benefit of the Boroughs of Oaklyn and Mt. Ephraim. The revenue associated with the matters coming before the Oaklyn Municipal Court will be deposited into Oaklyn's account. Likewise, the revenue associated with the matters coming before the Mt. Ephraim Municipal Court will be deposited into Mt. Ephraim's account. It is the understanding of the parties that the Court Administrator will not maintain any joint Municipal Court accounts. Within twenty (20) days of the end of each calendar month, the Court Administrator will tender to the Treasurer of Oaklyn and the Clerk of Mt. Ephraim the sums on deposit in their

respective Municipal Court account.

4. FACILITIES

Oaklyn and Mt. Ephraim agree that the facilities of the Court including, but not limited to, the Court Room and Court offices, shall be located in buildings provided for by Oaklyn (hereinafter, the "Court Facilities"). Oaklyn represents and warrants that during the term of this Agreement it shall reasonably maintain sufficient Court Facilities and staff as necessary to properly operate the Municipal Courts and make the same continuously available for the purposes set forth in Paragraph 1 of this Agreement.

5. EMPLOYEE STATUS

It is acknowledged by Oaklyn and Mt. Ephraim that all employees assigned to the Court shall be employees of Oaklyn, and not employees of Mt. Ephraim. On the effective date of this Agreement, Oaklyn agrees to continue to employ the employees assigned to the Court and provide compensation and/or benefits to said employees including but not limited to salary, employee health insurance coverage, employee pension benefits, workers compensation insurance coverage, the cost of the employer's portion of withholding taxes (e.g. social security, income tax, unemployment, etc.), subject to Mt. Ephraim's reimbursement for its pro rata share of Employee Costs as hereinafter provided. Mt. Ephraim and Oaklyn agree that Employee Costs shall include but not be limited to Municipal Court employee salaries, benefits and other related costs (including by way of example and without limitation, the cost of the employer's portion of payroll taxes, e.g., social security, income tax, unemployment, pension, health benefits, etc.). Mt. Ephraim shall reimburse Oaklyn for Employee Costs as provided in Paragraph 6 of this Agreement.

Oaklyn and Mt. Ephraim agree that the hiring or termination of professional staff, hereinafter defined as the municipal court judge, municipal prosecutor or municipal public defender, employed by the Municipal Courts, pursuant to N.J.S.A. 2B:12-1 et seq., shall be subject to the mutual agreement of Mt. Ephraim and Oaklyn. Hiring of such professional staff shall be by Resolution of Oaklyn, subject to the approval of Mt. Ephraim, to be made by Resolution within thirty (30) days of the date the Mt. Ephraim Borough Clerk receives a copy of the Oaklyn Resolution. If Mt. Ephraim fails to act within said thirty (30) days, the failure to act shall be deemed to be approval by Mt. Ephraim of the employment action. In the event Mt. Ephraim and Oaklyn are unable to agree on the hiring of shared professionals, then each municipality shall have the right to hire, and separately compensate, professionals.

Oaklyn and Mt. Ephraim agree that the hiring or termination of municipal court employees by Oaklyn, other than professional staff, shall be by Resolution of Oaklyn, subject to the approval of Mt. Ephraim to be made by Resolution within thirty (30) days of the date the Mt. Ephraim Borough Clerk receives a copy of the Oaklyn resolution. If Mt. Ephraim fails to act within said thirty (30) days, the

failure to act shall be deemed to be approval by Mt. Ephraim of the employment action.

Oaklyn and Mt. Ephraim agree that any former employees of Mt. Ephraim currently assigned to the existing Court shall retain all seniority rights obtained through their former employment with Mt. Ephraim. Should this Agreement be terminated by both or either of the parties, any employees of Mt. Ephraim that had been assigned to the Court shall retain all seniority rights obtained through their former employment with Mt. Ephraim, and shall be given credit for the time accrued as an employee of Oaklyn pursuant to this Agreement. Upon termination of this Agreement, neither party shall be obligated to employ any employees of the Court. Oaklyn and Mt. Ephraim also agree that any sick, personal, vacation and/or compensatory time due and owing to the former employees of Mt. Ephraim shall be paid to these former employees of Mt. Ephraim prior to the commencement of this Agreement.

It is agreed that, for purposes of retirement, the retirement expenses associated with the employment of current or any future court employees during the term of this Agreement shall be shared equally between Oaklyn, Mt. Ephraim, and any other municipality having a similar Shared Services Agreement with Oaklyn. Reimbursement for such retirement expenses shall be made by and between Mt. Ephraim and Oaklyn as provided hereinafter in more detail. This provision survives any modification and/or termination of this Agreement for so long as retirement expenses exist for any current court employee and/or any court employee hired during the term of this Agreement.

6. PAYMENT AND CALCULATION OF SHARED SERVICES EXPENSES

The shared services expenses consist of the Operating Costs and Employee Costs. For purposes of this agreement, the term "Operating Costs" shall mean the actual ongoing costs to be incurred by Oaklyn for providing electricity, heating and/or air conditioning, office supplies and telephone services for the Court Facilities. For purposes of this agreement, the term "Employee Costs" shall mean compensation and/or benefits paid to Municipal Court employees including, but not limited to, salary, employee health insurance coverage, employee pension benefits, workers compensation insurance coverage, the cost of the employer portion of withholding taxes (e.g. social security, income tax, unemployment).

Operating Costs and Employee Costs shall initially be paid by Oaklyn. As provided herein in more detail, Mt. Ephraim, and any other municipality having a similar Shared Services Agreement with Oaklyn, shall reimburse Oaklyn in equal shares for the actual Operating Cost and Employee Costs. Such reimbursement shall be paid quarterly by Mt. Ephraim on or before 45 days from the date that Mt. Ephraim receives a quarterly statement of actual Operating Costs and Employee Costs from Oaklyn. The quarterly reimbursements shall be subject to the review, approval and adjustment (if necessary) by Mt. Ephraim and Oaklyn at an Annual Municipal Court Budget Meeting to be held on or about February 20th of each year beginning February 20, 2015.

On or about January 20th of each calendar year Oaklyn shall provide Mt. Ephraim with the actual Operating Costs and Employee Costs for the shared Municipal Court services and facilities during the previous 12 months ending December 31 of the prior year. The actual Operating Costs and Employee Costs provided by Oaklyn shall be detailed and itemized. Upon request, Oaklyn shall provide Mt. Ephraim with any additional information associated with the operation of the Municipal Courts. The representatives from Mt. Ephraim and Oaklyn will review the quarterly reimbursement payments for the prior year as compared to the actual Operating Costs and Employee Costs for the prior year. In the event Mt. Ephraim's quarterly reimbursement payments during the prior year exceed the determined proportion of the actual Operating Costs and Employee Costs for that year, then Oaklyn shall reimburse Mt. Ephraim any excess amount. Such reimbursement shall be made within 30 days after Oaklyn adopts its next annual budget. In the event Mt. Ephraim's quarterly reimbursement payments during the prior year are less than the determined proportion of the actual Operating Costs and Employee Costs for that prior year, then Mt. Ephraim shall reimburse Oaklyn an amount equal to the deficiency amount. Such reimbursement shall be made within 30 days after Mt. Ephraim adopts its next annual budget.

7. LIAISON AND MEDIATION

Oaklyn and Mt. Ephraim agree to appoint, by Resolution, a member of its respective Governing Body to act as a liaison to the other municipality relative to any issue that may arise in the operation of the Municipal Courts. Except for appointment of professional staff, should an impasse occur between Oaklyn and Mt. Ephraim relative to the shared Municipal Court services and facilities, that issue shall be submitted to mediation by a mediator appointed by the Assignment Judge of the Superior Court in Camden County.

8. AUDIT AND INSPECTION

Pursuant to the Single Audit Act of 1984, Oaklyn and Mt. Ephraim agree to permit each other and/or their agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

At reasonable times and upon prior notice, Mt. Ephraim shall have the right to inspect the Court Facilities and Municipal Court day to day operations at Oaklyn and inspect documents and information regarding same.

9. INDEMNIFICATION

Mt. Ephraim shall indemnify, hold harmless and defend Oaklyn, its elected officials, employees, officers, agents and professionals from and against all liability, claims, suits, losses, damages, costs and demands (each a "Claim"), on account of bodily injury, including death or

property damage, arising out of or connected with any employment related claims by employees of the Municipal Courts arising prior to August 1, 2010, from employment pursuant to the Interlocal Services Agreement ("ISA") between Mt. Ephraim and Oaklyn dated May 12, 2005, unless such Claim is the result of the intentional or negligent conduct of Oaklyn, its elected officials, employees, officers, agents and professionals.

Mt. Ephraim shall indemnify, hold harmless and defend Oaklyn, its elected officials, employees, officers, agents and professionals from and against all liability, claims, suits, losses, damages, costs and demands (each a "Claim"), on account of bodily injury, including death or property damage, arising out of or connected with any employment related claims by employees of the Municipal Courts arising prior to August 1, 2010, from employment pursuant to the Interlocal Services Agreement ("ISA") between Mt. Ephraim and Oaklyn dated May 12, 2005, unless such Claim is the result of the intentional or negligent conduct of Oaklyn, its elected officials, employees, officers, agents and professionals.

10. NOTICES

All notices hereunder shall be in writing and sent certified mail, return receipt requested for Oaklyn to the Borough Clerk, Borough of Oaklyn, 500 White Horse Pike, Oaklyn, New Jersey 08107; and for Mt. Ephraim to the Borough Clerk, Borough of Mt. Ephraim, 229 Trenton Avenue, Mt. Ephraim, New Jersey 08007.

11. MISCELLANEOUS

The following provisions shall apply to this agreement:

a. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

b. Amendments

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

c. Headings

This section and any other headings contained in this Agreement are for references only and shall not affect the meaning and interpretation of this contract.

d. **Invalid Clause**

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

e. **Entire Agreement**

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral Agreements relating to this undertaking set forth herein.

f. **Assignability**

This Agreement and all rights, duties and obligations contained herein may not be assigned without the prior written permission of the non-assigning party.

g. **Affirmative Action**

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

h. **Funding**

In accordance with the provisions of N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

i. **Waiver**

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

j. **The Effective Date**

The effective date of this agreement shall be January 1, 2012.

PROCUREMENT AND SERVICE CONTRACT - MANDATORY LANGUAGE

P.L. 1975, C. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

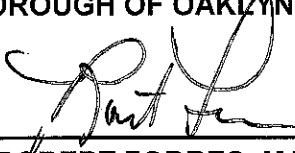
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

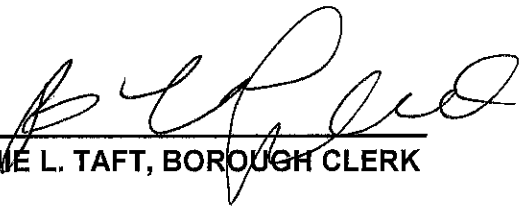
The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

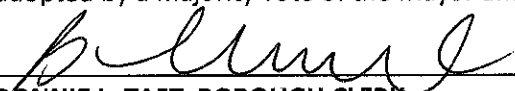
IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned on the face of this Agreement.

THE BOROUGH OF OAKLYN

BY: 
ROBERT FORBES, MAYOR

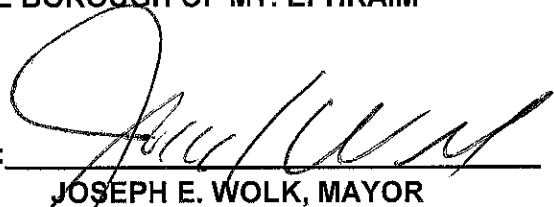
ATTEST: 
BONNIE L. TAFT, BOROUGH CLERK


I, **BONNIE L. TAFT**, Borough Clerk for the Borough of Oaklyn, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Borough Council of the Borough of Oaklyn, at a meeting of said Mayor and Borough Council on August 12, 2014, and that said Resolution was adopted by a majority vote of the Mayor and Borough Council of the Borough of Oaklyn.


BONNIE L. TAFT, BOROUGH CLERK

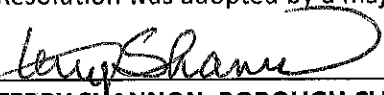
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IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned on the face of this Agreement.

THE BOROUGH OF MT. EPHRAIM

BY: 
JOSEPH E. WOLK, MAYOR

ATTEST: 
TERRY SHANNON, CLERK/RMC

I, **TERRY SHANNON**, Borough Clerk for the Borough of Mt. Ephraim, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Borough Council of the Borough of Mt. Ephraim, at a meeting of said Borough Council on Sept. 4, 2014, and that said Resolution was adopted by a majority vote of the Borough Council of the Borough of Mt. Ephraim.


TERRY SHANNON, BOROUGH CLERK