

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of North Haledon COUNTY: Passaic

RECIPIENT: Borough of Hawthorne COUNTY: Passaic

BRIEF DESCRIPTION OF SERVICE:

Shared Services of Deputy Court Administrator

EFFECTIVE DATE: March 1, 2016

EXPIRATION DATE: February 28, 2017

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 BETWEEN THE BOROUGH OF NORTH
HALEDON AND THE BOROUGH OF HAWTHORNE FOR EMPLOYMENT OF A
DEPUTY MUNICIPAL COURT ADMINISTRATOR**

THIS AGREEMENT, made this *17th* day of *February*, 2016, by and between THE BOROUGH OF NORTH HALEDON, 103 Overlook Avenue, North Haledon, New Jersey, (North Haledon); and THE BOROUGH OF HAWTHORNE, 445 Lafayette Avenue, Hawthorne, New Jersey, (Hawthorne);

WITNESSETH THAT:

WHEREAS, the Borough of North Haledon Hawthorne and the Borough of Hawthorne each operates a Municipal Court and employs a Municipal Court Administrator; and

WHEREAS, each community has determined the need to employ a Deputy Municipal Court Administrator and each has determined that the total hours demanded of the position is less than that of a full time employee; and

WHEREAS, in order to attract a qualified candidate to the position while still provide cost savings to the residents of each community, North Haledon and Hawthorne have determined it advisable to employ one such individual, on a full time basis in one community and shared by the other, and enter into a Shared Services Agreement; and

WHEREAS, the parties now wish to memorialize their agreement pursuant to the Shared Services and Consolidation Act, NJSA 40A:65-1, et. seq., as the residents of each municipality will gain benefit through the cooperative nature of the relationship, and each party will contract with the other so that North Haledon, as lead agency, will provide services to Hawthorne which Hawthorne could provide directly, thereby satisfying the intent and purpose of the Act;

NOW, THEREFORE, North Haledon and Hawthorne agree as follows:

1. North Haledon and Hawthorne agree to share jointly in the use of a Deputy Municipal Court Administrator as a shared service pursuant to the Act.
2. North Haledon shall be deemed the lead agency for such purpose and the individual appointed to such position shall be deemed an employee of North Haledon. As such, in accordance with the Act, North Haledon agrees to allow Hawthorne to share the services of the Deputy Municipal Court Administrator it shall appoint.
3. The parties agree to an equal division of the hours of employment of the Deputy Municipal Court Administrator and payment of salary and expenses. For purposes of this agreement, costs shall be defined as salary together with pension, Social Security and Medicare contribution made by North Haledon as well as cost of health care benefits. The initial salary offered to the individual shall be determined by North Haledon but shall not exceed \$35,000. Annual incremental salary increases shall likewise be determined by North Haledon but not to exceed two (2%) percent per annum.
4. Hawthorne shall make payment to North Haledon on a monthly basis in an amount equal to 1/12th of Hawthorne's share of the annual cost. North Haledon shall notify Hawthorne by December 1st of each year of the cost for the next calendar year, setting forth the cost by category as set forth above. The parties shall thereafter determine the monthly payments to be made in the following calendar year.
5. The precise hours the Deputy Administrator devotes to each community shall be determined by the Court Administrators in each community but essentially based on a 40 hour work week with 20 hours devoted to each community. The two Court Administrators shall confer from time to time to set a schedule, including scheduled

vacation time for the Deputy Administrator, which shall likewise be apportioned equally between the two communities. The parties recognize that adjustments will need to be made to the schedule from time to time so as to provide coverage in one community or the other when the Court Administrator is out or on vacation. The intent is to share the time of the Deputy Administrator equally on an overall basis, even if the distribution of time may be unequal in any given week. In the event of a dispute between the Court Administrators regarding scheduling, the Borough Administrators will attempt to resolve the same and if unable to do so, the Mayors will resolve any dispute.

6. The parties recognize that this agreement is largely premised upon the agreement of the parties upon the individual who will initially serve in the position. In the event of a vacancy in the position requiring replacement, the parties agree to confer in order to find a mutually acceptable replacement. In the event the parties cannot agree upon such individual, either party may terminate this agreement. The parties further recognize that this agreement and any individual hired to serve in the capacity of Deputy Court Administrator is subject to approval by the Superior Court of the State of New Jersey.
7. Subject to adoption of authorizing resolutions by each municipality, the term of this agreement shall be one year, unless sooner terminated, and run from March 1, 2016 to February 28, 2017. It shall renew automatically unless either party elects, by January 31st of any given year, to terminate the same by the delivery of written notice to the other.

IN WITNESS WHEREOF, we set our hands and seals this date first listed above.

Attest:

BOROUGH OF NORTH HALEDON



RENATE ELATAB, RMC
Municipal Clerk/Administrator




RANDY GEORGE,
Mayor

BOROUGH OF HAWTHORNE

 2/23/16

LORI DIBELLA, RMC
Municipal Clerk



ERIC MAURER
Acting Mayor / Borough Administrator