

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Haworth Borough COUNTY: Bergen

RECIPIENT: Dumontboro COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

Municipal Court Shared Services

EFFECTIVE DATE: Nov 24, 2014

EXPIRATION DATE: Jun 30, 2016

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 FOR THE USE OF MUNICIPAL COURT
FACILITY AND ADMINISTRATOR BETWEEN THE BOROUGH OF DUMONT AND
THE BOROUGH OF HAWORTH, WITHIN THE COUNTY OF BERGEN AND STATE
OF NEW JERSEY, DATED AND EFFECTIVE AS OF NOVEMBER 24, 2014
(EFFECTIVE DATE)**

WHEREAS, each of the parties hereto is a Municipality located in Bergen County and a Body Politic of the State of New Jersey, authorized by law to enter into an agreement with another Municipality to provide jointly for any lawful service to and for the residents of the respective Municipalities pursuant to the provisions of the "Uniform Shared Services and Consolidation Act" (N.J.S.A. 40A:65-1 et seq.); and

WHEREAS, the Legislature has sought to encourage its municipal subdivisions to cooperate as evidenced by the enactment of the aforesaid statute; and

WHEREAS, N.J.S.A. 40A:65-4, et seq. authorizes local units of government to enter into contracts with other local units of government for the provision of services; and

WHEREAS, the Borough of Dumont requires a venue and certain personnel to conduct its municipal court activities, due to the need to vacate the existing Borough Hall facility; and

WHEREAS, the Borough of Haworth has offered the required facilities and personnel, and each of the parties hereto has independently concluded that implementation of the provisions of N.J.S.A. 2B-12-1b on a temporary basis is in the best interests of the taxpayers of the respective Municipalities, pending the establishment of a new municipal building within the Borough of Dumont; and

WHEREAS, the Municipalities now seek to formalize and memorialize said agreement.

NOW, THEREFORE, in consideration of the parties' undertakings as set forth herein, it is mutually agreed, by and amongst the parties to this Agreement, as follows:

**1. ESTABLISHMENT OF THE MUTUAL COURT ADMINISTRATOR
INTERLOCAL PACT**

The Borough of Haworth agrees to provide the following facilities and officials to the Borough of Dumont for such hours and times per week as may be necessary to perform the duties of MUNICIPAL COURT, commencing upon adoption and execution hereof, as of the Effective Date and continuing up to and including June 30, 2016, subject to the provisions of paragraph 6 hereof.

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The municipal court chambers in Haworth shall be made available to the Dumont Municipal Court on the 2nd and 4th Monday of each month, for court commencing at 5pm until the Court calendar is completed or court is adjourned for the evening.

Janet Gallagher--Municipal Court Administrator (hereinafter "Administrator" or "Official")

2. DUTIES

The Administrator shall be available as required to assist with the set up of the courtroom and to monitor the Borough offices during Dumont Court sessions. The Dumont Municipal Court shall provide its own clerical staff and administrator to work in cooperation with the Haworth Administrator. Haworth shall provide police court security hereunder. The Administrator shall serve the Borough of Dumont, under the supervision of the Dumont Municipal Court Judge. The Administrator shall perform all the duties and responsibilities, and shall have all rights and privileges necessary to perform such duties, as any Municipal Court Clerk of the State of New Jersey.

3. CONSIDERATION TO BE PAID BY THE BOROUGH OF DUMONT

The Borough of Dumont shall pay \$ 60.00 per hour, to be billed in quarter hour increments to the Borough of Haworth as consideration for the use of the official of the Borough of Haworth. This shall be a gross fee agreement, and no employer/employee relationship is created between the Administrator and the Borough of Dumont. The Borough of Haworth is and shall be responsible for all payroll taxes and deductions, including, but not limited to FICA, federal and state withholding, PERS, SUI, state disability or any other costs or fees associated with the official's employment. The fee for use of the facilities and equipment shall be \$100 per month, each month consisting of two court sessions. Police security will be payable by Dumont to Haworth based upon the actual cost incurred by Haworth as determined by the individual officers' overtime salary rate plus 10% as set forth in the PBA contract or salary ordinance. The Borough of Haworth shall provide a duly executed voucher, on a form acceptable to the Chief Financial Officer of the Borough of Dumont, at least two weeks prior to the regular monthly public meeting of the Dumont Mayor and Council, in order to effectuate payment hereunder. All payments shall be made by Dumont within forty-five (45) days of the date of such voucher. Any payment (s) received after said forty-five (45) day period shall be subject to a late charge.

In the event the fees and charges set forth herein are inadequate to reimburse Haworth in full for all payroll and personnel expenses incurred for Dumont's use of the facilities, Dumont agrees to adjust same to be revenue neutral to Haworth upon receipt of certified backup documentation and a duly executed voucher confirming such financial figures.

4. INSURANCE

In addition to the aforesaid consideration, each municipality shall maintain its own insurance coverage, naming the other municipality as an additional insured, in the event of a loss due to the negligent, grossly negligent or reckless conduct of an employee, agent or servant of the respective municipalities engaged in the usual course of performing his/her duties in furtherance of this Agreement.

5. DURATION OF AGREEMENT

Subject to the rights of either party to terminate this Agreement pursuant to the provisions of this paragraph, this Agreement shall commence as of the Effective Date and shall expire on June 30, 2016 or as extended by mutual agreement of the municipalities as evidenced by duly adopted resolutions of the Governing Bodies of each municipality to the stated effect. This Agreement may be terminated by either party at any time for any or no reason upon 60 days advance written notice. There shall be no automatic renewal provision, however, in the event of no action by either party, the Agreement may be continued in a 'holdover' status until official action shall be taken consistent herewith.

6. AUTHORITY TO ENTER AGREEMENT

Each Party to this Agreement represents to the other Parties hereto, that the Municipal Officials executing this Agreement have been fully authorized and empowered to so act by the governing body of their respective Municipalities pursuant to the provisions of N.J.S.A. 40A:65-1 et seq. (the "Uniform Shared Services and Consolidation Act").

7. CONFLICT AND DISPUTE RESOLUTION


Any conflict, dispute, disagreement or other issue arising hereunder shall be first submitted to the Mayors of the respective Boroughs for a reasonable attempt at reconciliation, with the advice and consent of a majority of their respective Borough Council. In the event a negotiated resolution cannot be effectuated for any reason, the parties agree to binding arbitration, to be conducted by a retired Judge of the Superior Court of New Jersey, to be appointed by the Assignment Judge of Bergen County on request of either municipality, with the compensation of said arbitrator to be set by the Assignment Judge and borne equally by the municipal parties hereto.

8. SERVICE AND FILING OF THIS AGREEMENT

Copies hereof, when fully executed, shall be filed with and served upon the New Jersey Department of Community Affairs-Division of Local Government Services; the Administrative Office of the Courts; the Assignment Judge of Bergen County; the Presiding Judge of the Municipal Courts of Bergen County; the Municipal Clerk and

Court Administrator of the respective municipalities, and the Chief Financial Officers of the municipalities.


ATTEST:

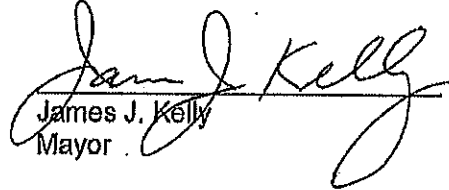
By: 
Ann E. Fay, RMC
Borough Clerk

BOROUGH OF HAWORTH

By: 
John W. Smart
Mayor

BOROUGH OF DUMONT

By: 
Susan Connelly, RMC
Municipal Clerk

By: 
James J. Kelly
Mayor