

**SHARED SERVICES AGREEMENT
BY AND BETWEEN THE BOROUGH OF LAUREL SPRINGS AND THE
BOROUGH OF MAGNOLIA FOR COURT ADMINISTRATOR SERVICES**

THIS AGREEMENT made this 2nd day of January 2012 by and between the Borough of Laurel Springs ("Laurel Springs"), a Municipal Corporation of the State of New Jersey, having its principal place of business located at 135 Broadway, Laurel Springs, New Jersey 08021, and the Borough of Magnolia ("Magnolia"), a Municipal Corporation of the State of New Jersey, having its principal place of business located at 438 West Evesham Avenue, Magnolia, New Jersey 08049;

WHEREAS, Laurel Springs and Magnolia are desirous of entering into an Shared Services Agreement pursuant to N.J.S.A. 40:8A-8, whereby Laurel Springs would provide the services of its Court Administrator to Magnolia; and

WHEREAS, by Resolution adopted January 2, 2012, Laurel Springs authorized the execution of an Shared Services Agreement with Magnolia for the services of Laurel Springs' Court Administrator; and

WHEREAS, by Resolution adopted JAN 4, 2012, Magnolia authorized the execution of an Shared Services Agreement with Laurel Springs for the services of their Court Administrator; and

WHEREAS, Laurel Springs is agreeable to providing said services;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties and for the consideration set forth below, the parties hereto agree as follows:

1. Term. The term of this agreement shall be twelve (12 months), commencing January 1, 2012 and ending December 31, 2012.
2. Services. Laurel Springs agrees that its Court Administrator will also serve as Court Administrator for Magnolia and comply with all New Jersey Administrative Office of the Courts regulations for the term of this Agreement as set forth herein, or as extended by mutual agreement of the parties. After hours call outs will be included in the services provided.

The Court Administrator will provide 20 hours of weekly service to Magnolia pursuant to the following schedule:

Monday through Friday - 12:00 pm - 4pm

Hours to cover the one (1) daytime court and one (1) nighttime court each month are included in the services provided.

3. Fees to Laurel Springs. Magnolia shall reimburse Laurel Springs for the services to be provided in the sum of \$20,420.40 for the term of this contract, plus all payroll taxes and other benefits paid by Laurel Springs, including but not limited to, FICA, Medicare, Pension Contributions, special court sessions and call-outs for Magnolia, etc. Laurel Springs shall invoice Magnolia on the second Tuesday

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of each month.

The amount of reimbursement to Laurel Springs shall be renegotiated based on the Court Administrator's annual salary increase, and shall become an addendum to this contract.

Any modifications to the hours of service to be provided, as set forth in Section 2 above, must be mutually agreed to between the parties.

4. Insurance. During the term of this contract, Laurel Springs shall maintain insurance pursuant to the requirements of N.J.A.C. 7:26H-6.17, including employee liability and workers compensation.

5. Indemnification. To the fullest extent permitted by law, Laurel Springs shall indemnify, defend, and hold harmless Magnolia, its agents and employees, from and against all claims, damages, losses, liabilities and expenses, including, but not limited to, attorney's fees and court costs, arising out of, resulting from or in any way relating to, either directly or indirectly:
 - a) the performance of the work;
 - b) the breach by Magnolia of any of the terms and conditions of this agreement;
 - c) the negligent or intentional acts or omissions of Magnolia, its employees, agents and/or subcontractors;
 - d) bodily injury, sickness and/or disease, including death, at any time resulting from such bodily injury, sickness or disease, sustained by any person while in, on or about the site and surrounding areas where such injury, sickness, disease and/or death arose out of or was in any way connected with the work of, the performance of, or failure to properly perform the work;
 - e) any liability based upon Magnolia's negligence imputed to Laurel Springs;
 - f) damage to property of Magnolia, Laurel Springs or any other person or entity arising out of, incident to, or in connection with the performance of the work;
 - g) laborers, mechanics and material men's liens, and all other liens and charges of every character whatsoever, arising out of work to be performed by this agreement; and/or
 - h) any other cause of action which may be brought against Laurel Springs arising out of or in any way relating to the work and Magnolia's obligations hereunder.

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This indemnification and hold harmless agreement shall apply in all instances whether Laurel Springs is a plaintiff, or is made a direct party to the initial action or claim or is subsequently made a party to the action by third party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues from the original cause of action or claim.

6. Non-Compete. Magnolia agrees that for the duration of this agreement and for a period of 24 months following the termination of this agreement, it will not solicit, offer or attempt to hire Jacquelyn Vicari as a part-time or full-time Court Administrator for the Borough of Magnolia. If Laurel Springs terminates her employment or demotes her work title below that of Court Administrator, or reduces her work hours in Laurel Springs to less than 10 hours a week, this clause shall be null and void.
7. Assignment, delegation or transfer. Laurel Springs acknowledges and agrees that the services and duties required hereunder are personal, as a result of which Laurel Springs shall not assign, delegate or otherwise transfer any of its rights or duties hereunder without the prior written consent of Magnolia, such consent to be given or withheld by Magnolia in the borough's sole discretion. Any attempted assignment, delegation or transfer by Laurel Springs without such consent of Magnolia shall be of no force or effect whatsoever and shall be null and void.
8. Action or failure to act. No action or failure to act by Magnolia shall constitute a waiver of any right or duty afforded Magnolia pursuant to this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder except as may be specifically agreed to in writing.
9. Affirmative Action. The parties hereto agree to incorporate herein the requirements of P.L. 1975, c. 127, as amended, and Laurel Springs further agrees to comply with the regulations promulgated thereto by the Treasurer, as set forth at N.J.A.C. 17:27-5.2, et seq. Specifically, during the performance of this contract, Laurel Springs agrees as follows:
 - a) Laurel Springs, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation. Laurel Springs 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 or 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. Laurel Springs agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency

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Compliance Officer setting forth provisions of this nondiscrimination clause;

- b) Laurel Springs, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of Laurel Springs, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation;
- c) Laurel Springs, where applicable, will send to each labor union or representative of 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 Laurel Springs' commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) Laurel Springs, where applicable, agrees to comply with any 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.
- e) Laurel Springs 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.
- f) Laurel Springs 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 or sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g) Laurel Springs 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.
- h) Laurel Springs agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are

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taken without regard to age, creed, color, national origin, ancestry, marital status or 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.

Laurel Springs 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).

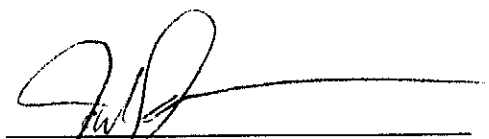
- 10. Entire understanding. This agreement sets forth the entire understanding between Laurel Springs and Magnolia with respect to the subject matter hereof. No change in, addition to, or waiver of any provisions of this agreement shall be binding upon either party unless in writing, signed by all parties.
- 11. Amendments. This agreement may be amended or modified only in writing signed by both parties.
- 12. Notices. All notices given pursuant to the terms of this agreement shall be sent by certified mail to the addresses listed below:

If to the Borough of Laurel Springs:	Borough of Laurel Springs 135 Broadway Laurel Springs, NJ 08021
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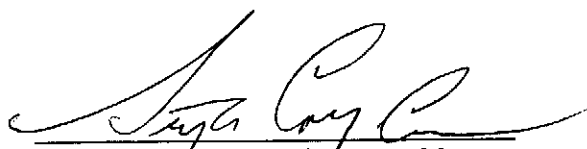
If to the Borough of Magnolia:	Borough of Magnolia 438 West Evesham Avenue Magnolia, NJ 08049
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BOROUGH OF LAUREL SPRINGS


BOROUGH OF MAGNOLIA




 Jack Severson, Mayor



 BettyAnn Cowling-Carson, Mayor

Attest: 
 Dawn T. Amadio, RMC
 Municipal Clerk

Attest: 
 John Keenan, RMC
 Municipal Clerk