

**SHARED SERVICES AGREEMENT BETWEEN THE TOWN OF PHILLIPSBURG
AND THE BOROUGH OF ALPHA FOR TEMPORARY USE OF FACILITIES**

THIS SHARED SERVICES AGREEMENT FOR USE OF FACILITIES (this "Agreement") is made this 1st day of May 2019 by and between THE TOWN OF PHILLIPSBURG ("Phillipsburg"), a municipal corporation of the State of New Jersey with its principal offices located at 120 Filmore Street, 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 Parties previously entered into a shared services agreement in 2014 (the "2014 Agreement"), which has been renewed/extended for an additional (5) five year term commencing on January 1, 2018 through December 31, 2022, whereby the Town of Phillipsburg agreed to provide the use of its courtroom, court staff and Municipal Court Judge for the provision of the hearing and adjudication of municipal court matters related to the Borough of Alpha; and

WHEREAS, certain conditions have arisen which adversely affect the habitability of the Phillipsburg courtroom and which necessitate the emergent relocation of the Phillipsburg and Alpha court services until such time as the aforementioned conditions may be alleviated; and

WHEREAS, Alpha has agreed to extend the use of its courtroom facilities to the Town of Phillipsburg for the purposes of hearing and adjudicating both Phillipsburg and Alpha municipal court matters, subject to the terms and restrictions set forth below; and

WHEREAS, the Administrative Office of the Courts (hereinafter, "the AOC") and the Assignment Judge of Vicinage XIII (hereinafter, "the Assignment Judge"), have approved the relocation of the Shared Municipal Court on an interim basis; and

WHEREAS, the Governing Bodies of both Phillipsburg and Alpha find that it would be in the best interest of the Parties for Phillipsburg to temporarily utilize the facilities located in Alpha for the provision of shared municipal court services under the same terms and conditions of the 2014 Agreement and any subsequent successor Agreement entered into by the parties, except as modified herein.

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. Use of Alpha Court Facilities. Alpha shall permit the use of its facilities to Phillipsburg for the provision of the shared court services agreed to by the Parties pursuant to the 2014 Agreement and any subsequent successor Agreement entered into by the parties. It is

understood and agreed to by and between the Parties that, based upon this emergent situation, court sessions will be held each Wednesday and further agreed to by and between the Parties. Court sessions shall be held at 1:00 p.m. until court business is concluded or 11:00 p.m. The Alpha court room is also not available after 5:00 p.m. on the third Wednesday or as otherwise conflicts with the Alpha Land Use Board meeting schedule, as same is already reserved of each month so the parties will work to reschedule said session, but it is possible that an earlier start time could be accommodated. Thereafter, if the Alpha court facilities are still needed, the Parties will re-negotiate the terms and conditions of such use.

2. Use of Personnel; Burden of Costs. Phillipsburg shall provide all necessary personnel needed for the efficient and effective operation of the municipal court services in Alpha and shall be solely responsible for all costs associated therewith. This includes installation and maintenance of all court-related and AOC-related equipment and ensuring that same will be operational for each court session. Other than customary carrying costs, such as electricity, etc., Alpha shall have no obligation towards any expenditures associated with the use by Phillipsburg of the Alpha facilities for operation of the municipal court.

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

4. Modification. Any modification to the Agreement may be directly negotiated between the Parties, and amendments shall be made in writing and adopted by resolution of both Parties with notice to the Administrative Office of the Courts and the Assignment Judge.

5. Court Security. Phillipsburg shall be responsible to provide the required law enforcement security for all respective court sessions. This security shall be in accordance with the approved court security plan.

6. Term. The term of this Agreement shall commence on the date of the full execution of this Agreement or January 1, 2019 until December 31, 2019 (the "Term"). 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.

7. Cost. During Phillipsburg's utilization of the Alpha facilities, Phillipsburg will remit the sum of \$22,000.00, payable in \$5,500.00 quarterly payments to Alpha.

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

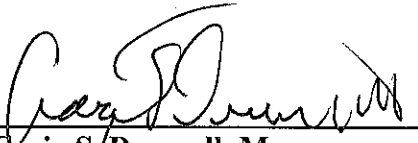
a. The designated municipal representative for Phillipsburg is:
Town Clerk
Town of Phillipsburg
120 Filmore Street, Phillipsburg, N.J. 08865

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

TOWN OF PHILLIPSBURG

 5/24/19

Craig S. Dunwell, Mayor

Stephen R. Ellis, Mayor

ATTEST

ATTEST



Donna L. Messina, Acting Clerk

Victoria L. Kleiner, RMC