

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT ("Agreement") is entered into this 30th day of January, 2010 by and between; the Borough of Tenafly ("Tenafly"), whose address is 100 Riveredge Road, Tenafly, New Jersey 07670 and the Borough of Cresskill ("Cresskill"), whose address is 67 Union Avenue, Cresskill, New Jersey 07626.

RECITALS

WHEREAS, Cresskill presently has a Registrar of Vital Statistics ("Registrar") and a Deputy Registrar of Vital Statistics ("Deputy Registrar"), both of whom are Cresskill employees who perform certain services for Cresskill as set forth in N.J.S.A. 26:8-25, et seq.; and

WHEREAS, Tenafly is in need of individuals to work for Tenafly in the same capacities; and

WHEREAS, Cresskill and Tenafly have determined that it would be mutually beneficial to enter into a Shared Services Agreement whereby Cresskill's Registrar and Deputy Registrar would perform the same services to Tenafly; and

WHEREAS, the parties to this Shared Services Agreement desire to enter into an agreement effective February 1, 2010 which will allow Cresskill's Registrar and Deputy Registrar to share responsibilities with Tenafly, and to physically occupy and be present at the Tenafly Municipal Center on Tuesdays and Thursdays from 8:30 am to noon, (excluding legal holidays); and

WHEREAS, Cresskill is prepared to provide the services contemplated by this Shared Services Agreement to Tenafly for a period of five (5) years, with any further renewal of this Shared Services Agreement to be the subject of review and mutual approval by the Governing Bodies of Cresskill and Tenafly.

NOW, THEREFORE, in consideration of the promises, mutual covenants, understanding and agreements contained in this Shared Services Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all parties, it is agreed by and between the parties as follows:

1. Effective February 1, 2010, Cresskill's Registrar and/or Deputy Registrar will perform services for Tenafly in accordance with N.J.S.A. 26:8-5 *et seq.* including, but not limited to the following:

- Issuing birth certificates, marriage licenses, domestic partnership certificates, civil union certificates, death certificates and burial permits
- Issuing certified copies of the above and sending copies and/or originals of certificates to appropriate recipients;
- Submitting required state reports;
- Processing and depositing required fees;
- Interacting with the Health Director, Deputy Registrar, Alternate Deputy Registrar and other Tenafly municipal staff as needed to provide high quality and seamless Registrar services to the public.
- In addition, Cresskill shall ensure that its Registrar and Deputy Registrar shall receive all required training and maintain all required certifications.

2. Cresskill's Registrar of Vital Statistics and Deputy Registrar of Vital Statistics shall share hours with Tenafly by reporting to the Tenafly Municipal Center for work on Tuesdays and Thursday from 8:30 am to noon. (excluding legal holidays) for a total of seven (7) hours per week.

3. Notwithstanding that either Cresskill's Registrar or Deputy Registrar is to report to Tenafly on Tuesdays and Thursdays, in the event Cresskill's Registrar and Deputy Registrar are both unavailable due to overlapping absences, there will be no coverage or reverse compensation back to Tenafly.

4. Tenafly and Cresskill agree that the Registrar and Deputy Registrar will be permitted to perform work for either municipality, regardless of whether he or she is then working at the physical facilities of Tenafly or Cresskill.

5. Cresskill will provide Tenafly with a telephone number to be used by Tenafly residents to contact the Registrar and/or the Deputy Registrar in order to make arrangements for appointments to meet to apply for and/or obtain marriage/civil union licenses, birth certificates, marriage and/or civil union certificates, death certificates, and burial permits. That telephone number will be staffed during regular municipal business hours, 8:30am through 4:30pm, Monday through Friday, excluding holidays.

6. All revenues collected by the Registrar or Deputy Registrar for Tenafly certificates, licenses and permits shall be recorded to the benefits of Tenafly and shall be deposited according to Tenafly's standard operating procedures.

7. Cresskill shall be paid the annual sum of \$15,000 for each consecutive twelve-month period during the term of this Agreement, such sum representing payment for services rendered by Cresskill, and said payment to be made in equal monthly installments, paid by way of checks issued by the Finance Department in accordance with the Borough of Tenafly's usual and customary payment of monthly bills.

8. The Registrar or Deputy Registrar shall continue to be employees of the Borough of Cresskill and therefore the Borough of Cresskill shall at all times herein be responsible for the employees. Cresskill shall maintain all required Worker's Compensation insurance and liability coverage for the said employees. The Registrar or Deputy Registrar shall not be considered employees of the Borough of Tenafly. When providing services to Tenafly, Cresskill shall hold Tenafly harmless

from any and all acts of the said employees.

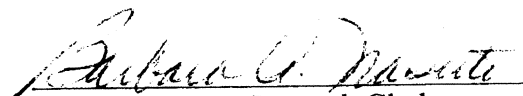
9. Tenafly shall not be responsible for any travel time or expenses, as all such time and activity shall be considered as it relates to employment with the Borough of Cresskill.

10. Either Tenafly or Cresskill may terminate this agreement upon 150 days' advance written notice to the other party.

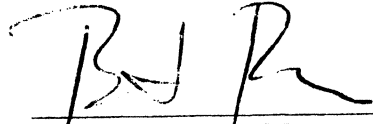
11. This Agreement shall be subject to the approval of the State Registrar of the State of New Jersey.

IN WITNESS THEREOF, the Borough of Cresskill and the Borough of Tenafly, by and through their duly authorized representatives, have hereunder executed this Shared Services Agreement.

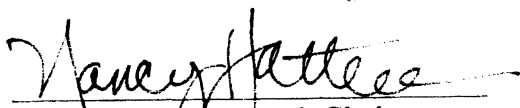
ATTEST:


Barbara Nasuto, Borough Clerk


BOROUGH OF CRESSKILL


Benedict Romeo, Mayor

ATTEST:


Nancy Hatten, Borough Clerk

BOROUGH OF TENAFLY


Peter Rustin, Mayor