

INTERLOCAL SHARED SERVICES AGREEMENT

MAPLEWOOD & SOUTH ORANGE MUNICIPAL VIOLATIONS BUREAU AND SHARED MUNICIPAL COURT

THIS AGREEMENT is made this 13 day of December 2010, by and between the Township of Maplewood, a municipal corporation of the State of New Jersey, maintaining an office at 574 Valley Street, Maplewood, New Jersey 07040 ("Maplewood" or "Township") and the Township of South Orange Village, a municipal corporation of the State of New Jersey, maintaining an office at 101 South Orange Avenue, South Orange, New Jersey 07079 ("South Orange" or "Village") (collectively the "Parties").

WHEREAS, the Parties wish to enter into an Interlocal Shared Services Agreement with regard to a Shared Municipal Violations Bureau and a Shared Municipal Court (the "Proposal"); and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq., authorizes and empowers the Parties to enter into this Agreement; and

WHEREAS, N.J.S.A. 2B:12-1(c) allows for the establishment of shared municipal courts. It provides that:

"[t]wo or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts, and agree to appoint judges and administrators without establishing a shared municipal court. Where municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process."

WHEREAS, in March 2008, the Township dedicated a new, state of the art, environmentally sustainable Municipal Police and Court Building (the "Court Building") at 1618 Springfield Avenue, Maplewood, New Jersey; and

WHEREAS, the Township's Police and Court Building include facility for a twenty-six hundred (2,600) square foot court and two thousand (2,000) square foot violations bureau; and

WHEREAS, in August 2006, a Building Condition Assessment Report of the South Orange Police Headquarters Building, jointly occupied by the police department and municipal court, at 201 South Orange Avenue, South Orange, New Jersey, was completed by WASA Consultants for the Village; and

WHEREAS, the Building Condition Assessment Report projected a total space deficiency of four thousand thirty-four (4,034) net square feet and seven thousand one hundred sixty-five (7,165) gross square feet for the safe and effective operation of the police headquarters and court functions; and

WHEREAS, the Building Condition Assessment Report expressed the immediate need for more space exceeds available existing space and the interference between police headquarters and court administration functions cannot be resolved within the existing building without interior renovations, functional reorganization and the construction of additional space; and

WHEREAS, the Village's municipal court currently conducts three (3) half-day court sessions each week; and

WHEREAS, the Township's municipal court currently conducts one (1) evening court session each week and two (2) half day court sessions each month; and

WHEREAS, there is adequate space in the Court Building to properly handle a shared violations bureau and a shared municipal court; and

WHEREAS, representatives of the Parties have met with the Assignment Judge of Essex County, the Honorable Patricia Costello March 23, 2010; and

WHEREAS, Judge Costello has approved the proposed venture of the Proposal; and

WHEREAS, the Administrative Office of the Courts (the "AOC") has approved the Proposal; and

WHEREAS, the Proposal will benefit the residents and taxpayers of the Township and the Village.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

A. Recitals:

The recitals set forth above are incorporated herein.

B. Responsibilities:

1. The Township will provide Municipal Violations Bureau Services to the Village.
2. The Township will provide administrative staffing services during all sessions of the South Orange Municipal Court. South Orange Court sessions currently are projected to be no more than 60 hours per month.
3. The Village will provide a judge(s), prosecutor(s) and public defender(s) for all sessions of the South Orange Municipal Court.
4. The Village, on sixty (60) days advance notice to the Township, shall have the option to provide or discontinue the use of its own two (2) door security screeners. If noticed,

the Township will provide two door security screeners during sessions of the South Orange Municipal Court. If two security screeners are provided by the Township, one will be armed and one will be unarmed. If the Township provides door security screeners, the Township will charge the Village the same hourly rate it pays per a contract with its security screening vendor, plus a management responsibility charge of two percent (2%).

All door security must be pre-approved by and under the supervision of the Township Police Chief, which approval shall not unreasonably withheld.

5. The Village will provide, at its own expense, a South Orange Police Officer for inside court room security during all sessions of the South Orange Municipal Court. In the event that an incident occurs within the courtroom or immediately outside the courtroom, during sessions of the South Orange Municipal Court, the South Orange Police Officer shall be responsible to file the appropriate charges against the individual(s).

6. The Village will provide for all its prisoner transfers to and from the Court Building, and will retain responsibility for the custody of South Orange prisoner(s).

7. The Township will provide use of its Court Building lock-up facility. If a South Orange prisoner is confined in Maplewood's Court Building lock-up facility, a South Orange Police Officer will monitor the prisoner at all times.

8. The Parties will investigate and work toward implementing video teleconferencing, between South Orange and Maplewood, for South Orange prisoner Court appearances, to the extent permitted by the AOC.

9. If the provision of meals to Village prisoners is necessary and/or if requested by South Orange, the Township will provide meals and bill the Village the cost of the meals, plus a management responsibility charge of two percent (2%). In any event, South Orange prisoners will be fed whenever Township prisoners are fed.

10. In compliance with AOC rules and regulations, the Parties will develop procedures for arraignments and the setting of bail.

11. In cooperation and coordination with the Villages Judges, the Township will be responsible to schedule cases for all sessions of the South Orange Court.

C. Staffing:

1. In year one, the Township will employ the following six (6) person, full-time staff:
 - a. One Municipal Court Administrator
 - b. Two Deputy Municipal Court Administrators
 - c. Three Violations Clerks

2. The Township shall have sole discretion for hiring and supervising employees for the Shared Municipal Violations Bureau. The Township has offered positions to the current South Orange Violations Bureau employees. Beginning on January 1, 2011, the Township will assume sole responsibility for all employment-related tort claims and indemnify, defend and hold the Village harmless for same with regard to the Shared Municipal Violations Bureau.

3. At the end of the eighth month of the first year of operations of the Shared Municipal Violations Bureau, the Parties will evaluate staffing and operation and make a determination as to the adequacy of staffing and allocation of staff costs for year two. This evaluation will be conducted by the eighth month of all subsequent years of operation of this agreement. The Townships Court Administrator will establish, within thirty (30) days of execution of this agreement, service performance levels and measures, which will be incorporated into a mutually acceptable Service Level Agreement, will become an addendum to this agreement and become the basis for assessing future staffing levels. In the event that additional staffing is necessary, the Parties will seek to reach agreement on adding staff. If an impasse is reached, a qualified and independent mediator, who is mutually agreed to by the Parties, will be engaged to help the Parties reach agreement. The Parties will equally share the costs of such mediation. The Parties agree that the decision rendered by the mediator will be binding and final.

Notwithstanding the foregoing, the Parties acknowledge the requirements of R. 1:33-4 and that any proposal to reduce court resources or staffing must be approved by the Assignment Judge.

4. The Township will provide adequate office, storage, and conference space for the Village Judge(s), Prosecutor(s) and Public Defender(s).

5. The Township will provide adequate parking for the Judge(s), Prosecutor(s) and Public Defender(s). Other employees and court visitors will utilize the parking lot of the adjacent Church of the Latter Day Saints (the "Church") as per an agreement between the Township and the Church.

6. The Village will deliver to and pick up from the Shared Municipal Violations Bureau all ticket books and other Village documents, based on mutually agreed upon operating procedures.
7. The Township will be responsible for all regulatory and reporting requirements with respect to the Shared Municipal Violations Bureau. Copies of all regulatory and reporting will be forwarded to South Orange within seven (7) of submission to the appropriate authority.
8. The parties recognize the provisions of N.J.S.A. 40A:85-11. However, as the three Village Municipal Violations Bureau employees have been offered positions with the Township, the provisions of this statute are inapplicable.

Notwithstanding the foregoing, if an employment Reconciliation Plan (the "Plan") is required, the Village will be responsible for the preparation and filing of the Plan.

D. Allocation of Expenses:

1. The Parties equally will pay the cost of personnel. Personnel costs will include salary, employer taxes, workers compensation insurance, unemployment insurance, and employee benefits.
2. The Parties equally will pay the cost of office supplies and equipment. Both parties will establish a quarterly process within 30 days after the end of each calendar quarter, to review and control costs.
3. The Parties equally will pay for the cost of maintenance, utilities, phones and other expenses for the operation of the Shared Municipal Violations Bureau. Both parties will establish a quarterly process within 30 days after the end of each calendar quarter, to review and control costs.
4. The Village will pay the Township an overhead charge of eight and 8/10 percent (8.8%) and a management responsibility charge of two percent (2%), or ten and 8/10 percent (10.8%), for office supplies for the operation of the Shared Municipal Violations Bureau. The overhead charge and management responsibility charge include, but are not limited to, the following Township costs: finance office operations and billing, contract administration and monitoring, purchasing, human resources, information technology, and legal and auditing fees.

5. The Village will pay the Township an overhead charge of eight and 8/10 percent (8.8 %) and a management responsibility charge of two percent (2%) for a total of ten and 8/10 percent (10.8%) for personnel, maintenance, utilities, phones and other expenses for the operation of the Shared Municipal Violations Bureau. The overhead and management responsibility charges include, but are not limited to, the following Township costs: finance office operations and billing, contract administration and monitoring, purchasing, human resources, information technology, and legal and auditing fees.
6. The Parties equally will pay a fixed rate amount of \$55 per square foot, for the 2,000 square feet of space associated with the Maplewood & South Orange Municipal Violations Bureau. The projected annual fixed rate amount is \$110,000 (\$55 per square foot x 2,000 square feet), \$55,000 for the Township and \$55,000 for the Village. The 2,000 square feet include the violations bureau, basement storage, lobby and rest rooms. No overhead charge or management responsibility charge will be assessed on the fixed rate amount for the space associated with the Shared Municipal Violations Bureau.
7. The Village will pay the Township an all inclusive lease fee of \$39 per hour or portion thereof for sessions of the South Orange Municipal Court. The projected annual fee, based on an annual average of 60 hours of South Orange Municipal Court sessions per month, plus 15 hours of pre- and post-court time, is \$35,100. The courtroom space includes the municipal court, judge's chambers, prosecutor's office, public defender's office, lobby and rest rooms.
8. The Village will pay the Township a \$50 weekly add-on fee for each session of the South Orange Municipal Court. The projected annual add-on fee is \$5,200, based on two weekly sessions.
9. All fixed costs will be paid by the Village to the Township quarterly, ~~December 10, March 10, June 10, and September 10~~, in advance.
10. All other costs shall be paid by the Village to the Township semi-annually, ~~July 15 and January 15~~, in arrears.
11. Notwithstanding the foregoing, the Parties acknowledge that the scheduling of Court sessions is at the prerogative of the Municipal Court Judge with the approval of the AOC and the advice of the Assignment Judgment.

E. Term, Renewal and Other Items:

1. The Shared Municipal Violations Bureau will begin on January 1, 2011.
2. The term of the agreement shall be five (5) years, ending on December 31, 2015.
3. The agreement shall continue for additional successive, one-year terms, unless one of the Parties gives the other Party at least nine (9) months notice of the intent to not renew.
4. After the first operating year, the Township and the Village will evaluate the operating costs of the Maplewood & South Orange Municipal Violations Bureau and Court and annually adjust the expense allocation. The Parties will seek to reach agreement on the amount of annual adjustments. If an impasse is reached, a qualified and independent mediator, who is mutually agreed to by the Parties, will be engaged to help the parties reach agreement. The Parties shall equally share the costs of such mediation. The Parties agree that the decision rendered by the mediator will be binding and final.
5. The Village will pay the Township for modest, mutually agreed upon building modifications, furniture, computers and phones to accommodate the incorporation of the South Orange Violations Bureau and Court into the Township facility. The Village shall own all personalty purchased. A management responsibility charge of two (2%) percent will be assessed for all such purchases and expenses.
6. The Parties equally will pay for any additional bonding insurance costs incurred by the Township for the Shared Municipal Violations Bureau and Court. The Township shall indemnify the Village for any employee misappropriation of funds held on behalf of the Village.
7. The Township and the Village each will receive ticket revenue from their own jurisdiction, and provisions will be made to deposit South Orange Municipal Court's funds directly into its own independent bank account, which shall be established and maintained at the same bank branch as the Maplewood Municipal Court's independent bank account. An armed security or law enforcement officer will accompany to the bank all physical transfers of Maplewood and South Orange

Municipal Court deposits. Any costs associated with this procedure will be borne equally by the Parties.

8. The Parties will work with any consultants and any other experts upon whom the parties agree to effectuate this agreement.

9. The name of the violations bureau shall be the "Maplewood & South Orange Municipal Violations Bureau". The courts will continue to be named the "Maplewood Municipal Court and the South Orange Municipal Court". Signage reflecting these names will be installed in accordance with Administrative Office of the Courts requirements and mutual consent of the Parties.

10. Pursuant to agreement between the Township and Village Police Chiefs, the Parties have negotiated payments and procedures for the Village prisoner transport, confinement and security while in the Township facility. At all times that Village prisoners are confined within the Township facility, a Village police officer will be responsible to monitor the Village prisoner and to assure the security of the Village prisoner.

11. In the event the Shared Municipal Violations Bureau and Shared Municipal Court increases insurance premiums for the Township, the Township and the Village will negotiate a fair amount for the Village to pay the Township for such increment, but in no event more than 50%. Both municipalities' Risk Management Consultants shall work jointly to calculate and recommend an equitable allocation of the increased premiums.

12. The Parties will evaluate and determine how South Orange's Parking Authority Ticketing System ("PATS") may be integrated into the Shared Municipal Violations Bureau. In addition, the Parties will evaluate possible future utilization of state-of-the-art technology for municipal violations bureaus and courts as approved by the AOC Municipal Court Services Division.

13. Items not expressly mentioned herein, may be identified at a later time and will be addressed by the Parties prior to implementation of the Shared Municipal Violations Bureau and Shared Municipal Court.

F. Miscellaneous:

Contact Person. Each Party agrees to appoint an employee to act as liaison to serve as the contact person between the Parties.

Dispute of Payment. Should any dispute arise with regard to the billing of payment of any invoice, the matter shall be referred to the Municipal Administrator and Counsel of each Party for negotiation and resolution.

Indemnification. Each Party hereby agrees and holds each other harmless against all losses, claims or liabilities of any kind, including reasonable attorneys' fees and costs for personal injury or property damage, arising out of the actions taken by each Party pursuant to this Agreement.

Insurance. During the term of this Agreement, each Party will keep in force, at its cost and expense, public liability insurance, including contractual liability, in minimum limits of \$5,000,000 on account of bodily injuries or death and property damage. Each Party shall provide the other Party a certificate of insurance naming the other Party as an additional insured and stating that the policy cannot be cancelled except on thirty (30) days written notice to the other Party.

Dispute Resolution. Except as otherwise set forth herein, in the event a dispute arises concerning the terms and conditions of this Agreement, the Parties agree that it is not in their best interest to submit this matter for litigation rather, the Parties agree:

(a) within thirty (30) days, the Contact Person for each involved Party shall attempt to resolve the dispute, if that is unsuccessful;

(b) within sixty (60) days, the Administrator and one elected official from each Party shall attempt to resolve the dispute, if that is unsuccessful;

(c) the Parties agree to appoint a retired Superior Court Judge to sit as an independent arbitrator of the dispute. Each Party involved in the arbitration shall be responsible for equally sharing the costs of the arbitrator. The Parties agree that the decision rendered by the independent arbitrator will be binding and final.

Authorization. Each Party represents and warrants to the other that all actions necessary to enter into and perform all obligations required by this Agreement have been validly taken and that the undersigned are authorized to execute this Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

No Assignments. This Agreement may not be assigned without the written consent of all Parties.

Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid, unless the same shall be in writing and signed by all Parties.

Severability. If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined to its operation to the clause, sentence, paragraph, section or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

Notice. Any notices that are required under this Agreement shall be hand delivered or mailed to the following addresses:

Township Administrator
Township of Maplewood
574 Valley Street
Maplewood, New Jersey 07040
Attn: Township Administrator

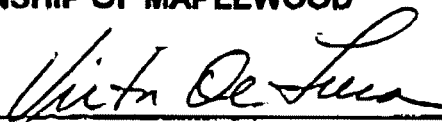
Village Clerk
Township of South Orange Village
101 South Orange Avenue
South Orange, New Jersey 07079
Attn: Village Administrator

IN WITNESS WHEREOF, each party has caused its authorized official to sign and seal this Agreement the day and year first above written.

ATTEST:

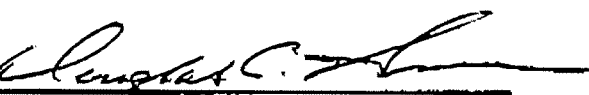

ELIZABETH FRITZEN
Township Clerk

TOWNSHIP OF MAPLEWOOD

BY: 
VICTOR DeLUCA
Mayor

TOWNSHIP OF SOUTH ORANGE VILLAGE


ROBIN KLINE
Village Clerk

BY: 
DOUGLAS C. NEWMAN
Village President