

**AGREEMENT FOR SHARED MUNICIPAL COURT FOR THE MUNICIPALITIES OF
THE CITY OF LINWOOD AND THE CITY OF NORTHFIELD**

THIS AGREEMENT is made this 25th day of November, 2009

BY AND BETWEEN the **CITY OF LINWOOD**, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Atlantic, with municipal offices located at 400 Poplar Avenue, Linwood, New Jersey 08221 (hereinafter "Linwood") and the **CITY OF NORTHFIELD**, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Atlantic, with municipal offices located at 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter "Northfield").

WHEREAS, N.J.S.A. 2B:12-1c provides in part:

Two 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 joint 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; and

WHEREAS, pursuant to the authority granted by N.J.S.A. 2B:12-1c, Linwood and Northfield desire to enter into an agreement creating a shared Municipal Court;

NOW, THEREFORE, Linwood and Northfield agree as follows:

1. Establishment of A Shared Municipal Court. Linwood and Northfield agree to the establishment and administration of a Shared Municipal Court to serve those two Municipalities pursuant to N.J.S.A. 2B:12-1c et. seq.
2. Name. The City of Linwood's Municipal Court shall be known as the "Linwood Municipal Court". The City of Northfield's Municipal Court shall be known as the "Northfield Municipal Court".
3. Seal. The Municipal Court of the City of Linwood and the Municipal Court of the City of Northfield (hereinafter collectively the "Courts") shall continue to use their respective seals bearing the name of each Court.
4. Jurisdiction, Practice and Procedure. The Courts will have such jurisdiction as is now, or will hereafter, be conferred upon it by the laws and of the State of New Jersey and the practice and procedure of the Court shall be governed by the laws

in such case made and provided in such Rules as the New Jersey Supreme Court will promulgate and make applicable to the Court.

5. Municipal Court Judge:

- A. There shall be a shared Municipal Court Judge appointed as provided by N.J.S.A. 2B:12-4 in the case of a Shared Municipal Court. The Municipal Court Judge, who shall be appointed by each Municipality, shall serve for a term of three years from the date of appointment and until a successor shall be appointed and qualified. The choice for appointment shall alternate between the Linwood Mayor and the Northfield Mayor for each term, with the Linwood Mayor selecting the candidate for the first appointment.
- B. The Municipal Court Judge shall have and possess the qualifications as established by N.J.S.A. 2B:12-7 and by the New Jersey Supreme Court and shall have, possess and exercise all the functions, duties, power and jurisdiction conferred by law or ordinance. Whenever the Municipal Court Judge is unable to sit as such, any Judge designated by the Superior Court of New Jersey Vicinage I (Atlantic-Cape May Counties) Assignment Judge may sit for him/her temporarily and hold the Municipal Court. Any such designee, while sitting temporarily, shall possess all of the powers of the Municipal Court Judge.
- C. The Municipal Court Judge faithfully shall carry out all of the duties and responsibilities of a Municipal Court Judge and shall abide by all rules and regulations established for Municipal Court Judges by the New Jersey Supreme Court, by the Administrative Office of the Courts and by the laws of the State of New Jersey.
- D. The salary for the Judge shall be under the salary ordinance of the appointing Municipality for the duration of each term and the Judge shall be an employee of that Municipality for the duration of each term.

6. Management; Budget:

- A. Each Municipality shall have general management authority of individuals who are under the salary ordinance of that Municipality. However, the Municipalities shall confer and reach agreement on personnel issues including, but not limited to hiring, termination, salary, work assignments and adherence to established policies insofar as they impact and relate to the shared Courts.

- B. Annually, the Municipalities shall individually prepare a budget for their respective Municipal Court expenses. Each Municipality shall pay the salaries of Court employees who are under that Municipality's salary ordinance. However, the other Municipality will contribute a pro rata share to those salaries, including, but not limited to the salaries of the Municipal Court Judge, the Court Administrator, the Prosecutor and the Public Defender, as shall be determined and agreed upon by the Municipalities.
- C. The percentage of contributions for salaries and other expenses shall initially be split with Linwood contributing forty (40%) percent and Northfield contributing sixty (60%) percent. This formula is based upon the AOC's record of filings in each Court for the last three (3) fiscal years, commencing July 1, 2006 through June 30, 2009. The formula for the split shall be reviewed and revised, if necessary, at the end of each fiscal year on June 30, with the first review being made on June 30, 2011. The formula for the percent split shall always be based upon the AOC's record of filings in each Court for the three (3) preceding fiscal years with each municipality paying its respective share based upon the total filings, i.e. Linwood shall pay a percent based upon its total filings divided by the total filings in both Courts and Northfield shall pay a percent based upon its total filings divided by the total filings in both Courts during the preceding three (3) year period of time. However, with regard to the Court Administrator, only, the City of Linwood will reimburse the City of Northfield for 50% of that salary.
- D. At the end of each calendar year, the Municipalities shall complete a reconciliation of all actual costs expended and shall make any necessary adjustments and or payments based upon the applicable percent formula in use at the time.

7. Revenue Distribution.

- A. All fines levied on summons/warrants/tickets or other charges issued by a Municipality's police department or any other law enforcement entity or by any private citizen pursuant to a local ordinance violation or pursuant to the statutes and administrative regulations of the State of New Jersey shall be paid and forwarded by the Municipal Court to the Chief Financial Officer of the Municipality where the offense was committed.
- B. All other revenues that are neither ordinance fines or fines that are required by law are to be distributed to according to law.

8. Municipal Prosecutor. There shall be a shared Municipal Prosecutor for the Courts who shall prosecute cases in the Linwood Municipal Court and the Northfield Municipal Court. The Municipal Prosecutor shall be hired for a one (1) year term by the Municipality that did not appoint the Municipal Judge during those three (3) consecutive one (1) year terms. The compensation of the Municipal Prosecutor shall be determined jointly with the consent of each Municipality, but the Prosecutor shall enter into a professional service contract with the Municipality that appointed him/her.

9. Municipal Public Defender. There shall be a shared Municipal Public Defender who shall represent those indigent defendants assigned by the Municipal Court Judge for the Courts. The Municipal Public Defender shall be hired for a one (1) year term by the Municipality that did not appoint the Municipal Judge during those three (3) consecutive one (1) year terms. The compensation of the Municipal Public Defender shall be determined jointly with the consent of each Municipality, but the Municipal Public Defender shall enter into a professional service contract with the Municipality that appointed him/her.

10. Municipal Court Administrator. There shall be an Administrator of the shared Courts, appointed by both Municipalities, who shall perform the functions and duties prescribed for Municipal Court Administrators by law, by the Court Rules applicable to Municipal Courts and by the Municipal Court Judge. The Administrator shall be appointed by Northfield with the consent of Linwood for a term of one year, subject, however, to the tenure provisions as set forth in N.J.S.A. 2A:8-13.2 and shall be an employee of Northfield. The compensation of the shared Administrator shall be determined by Northfield with the consent of Linwood. The Administrator's duties shall include, but not be limited to:
 - A. Carrying out the rules, regulations, policies and procedures relating to the operation of the Courts, inclusive of the supervision of the Deputy Municipal Court Administrators for each Municipality.
 - B. Interviewing and speaking to persons wishing to file criminal or quasi-criminal complaints or wishing information in that regard; receiving complaints and dispensing information relating to court matters.
 - C. Maintaining the financial records of the Courts, including overseeing the receipt and accounting for fines and costs.
 - D. Attending court, three (3) days in Northfield and one (1) days in Linwood or as may be otherwise agreed, recording pleas, judgments and dispositions; arranging trial calendars; signing court documents; preparing and issuing warrants and commitments and other court related documents.

- E. Maintaining and classifying records and files of the Courts.
 - F. Maintaining, forwarding, receiving and reporting such records, reports and files as required by appropriate agencies.
 - G. Consulting and meeting with the AOC on an "as needed" basis and making daily decisions regarding the closing of the Courts, personnel coverage for the Courts and work assignments/scheduling of Court personnel.
 - H. Carrying out such additional duties as may be required in order to fulfill the duties of the Court Administrator, including, without limitation, those duties falling within the parameters of N.J.S.A. 2B-12-13.
11. Deputy Municipal Court Administrator. There shall be two (2) Deputy Municipal Court Administrators of the shared Courts, one of whom shall be appointed by Linwood and one of whom shall be appointed by Northfield. Deputy Municipal Court Administrators shall perform the functions assigned to them by the Municipal Court Judge and Municipal Court Administrator. Each Deputy Court Administrator shall be based in the City Hall of the appointing Municipality. However, on scheduled Linwood Court Days, the Northfield Deputy will go to the Linwood Court and on scheduled Northfield Court Days, the Linwood Deputy will go to the Northfield Court. The compensation of each Deputy Municipal Court Administrator shall be determined by the Municipality that employs the individual and each will be an employee of that Municipality.
12. Necessary Clerical and Other Assistance. As per the agreement of the Municipalities, there may be employed such other clerical and other personnel, full or part-time, for the Courts as is necessary for the efficient operation of the Courts. The Municipality having the greater need shall employ such clerical and other personnel and the other Municipality shall contribute a pro rata share of the salary, as may be agreed upon by Linwood and Northfield. The compensation of clerical staff shall be determined by the employing Municipality with the advice and consent of the other Municipality.
13. Auditor. The Auditor for the shared Courts shall alternate between the two Municipalities on an annual basis, with the Linwood Auditor serving for the first year. The Auditor shall be paid by the employing Municipality with contribution, to be mutually agreed upon, from the other Municipality. The Auditor shall perform a yearly audit of the Linwood Municipal Court and the Northfield Municipal Court in accordance with requirements of the Local Fiscal

Affairs Law, N.J.S.A. 4A:5-1 et. seq. A copy of the complete audit shall be supplied to each participating Municipality.

14. Location. Linwood and Northfield will each maintain their own Court facilities and their Court sessions will be held in their respective facilities, Linwood Municipal Court at Linwood City Hall and Northfield Municipal Court at Northfield City Hall. The Municipal Court Administrator will “float” between the two facilities as provided herein and as may be needed.
15. Court Days. Northfield will hold their Court Days on the last three (3) Wednesdays of the month and Linwood will hold their Court Day on the first Wednesday of the month. Emergency or special sessions can be scheduled as may be necessary by the Court Administrator in consultation with the Judge and as per the agreement of the Municipalities. All Court sessions shall be held between 9:00 a.m. and 3:00 p.m. or as may be agreed upon by the Municipalities.
16. Insurance. Linwood and Northfield are both insured through the Municipal Joint Insurance Fund. Each Municipality agrees to indemnify and hold the other harmless from any and all claims and for any liability whatsoever arising from the use of its own facilities or occurring on its own premises. Linwood and Northfield shall each maintain workers compensation insurance to cover the employees on their respective payrolls.
17. Withdrawal. Except for the calendar year during which this Agreement is executed and becomes effective, either member of the shared Courts may withdraw from this Agreement at the end of a calendar year, provided, however, that on or before one hundred and twenty (120) days next preceding the end of the calendar year the withdrawing member has given the other member’s Municipal Clerk written notice of its intention to withdraw. The withdrawing member shall remain responsible for its share (based upon the budgets and agreements then in effect) of all shared Court expenses through the date of the withdrawing member’s actual termination.
18. Municipal Court Committee. A Municipal Court Committee will be created and operated to act as liason between the Courts and between each Municipal Court and their respective Municipality’s governing body. Each participating Municipality agrees to designate at least two (2), but not more than three (3) members of their governing body to serve on the Municipal Court Committee, which Committee will meet from time to time to make determinations on relevant and pending issues; assure that there is cooperation between the Municipalities

and to insure communication of all matters relating to the shared Municipal Courts.

19. Effective Date: Length of Agreement.

- A. A condition pursuant to this Agreement becoming effective is the adoption by each participating Municipality of a Resolution authorizing a shared Municipal Court and authorizing the Mayor to sign the Agreement. Once the Resolutions have been adopted then the effective date of this Agreement shall be January 1, 2010. Each of the aforementioned Resolutions shall identify and incorporate this Agreement by reference and a copy of the Agreement shall be filed with each Municipality's Municipal Clerk and shall be open to public inspection in each Municipality.
- B. The initial term of this Agreement shall end on December 31, 2019 subject to the right of withdrawal of either participating Municipality as set forth in Paragraph 17. Upon expiration of this Agreement, the Courts shall continue operating pursuant to the terms of this Agreement until such time as a new Agreement has been ratified by the participating Municipalities.

20. Miscellaneous.

- A. This Agreement contains the entire and only Agreement between the participating Municipalities and no oral statements, representations or prior writing not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in any way or terminated except by a writing approved and executed by both participating Municipalities.
- B. The interpretation and validity of this Agreement shall be governed by the laws of the State of New Jersey.
- C. If any term or provision of this Agreement or the application thereof to any participating Municipality or circumstances, to any extent, shall be invalid or unenforceable, the remainder of this Agreement, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- D. This Agreement may be signed in one or more duplicate original counterparts, each of which shall be an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Mayors and their Municipal seals affixed hereto and attested by their respective Clerks the day and year first above written.

ATTEST:

CITY OF LINWOOD

Joseph A. Napoli, PMC

BY: *Richard L. DePugliese*

CITY OF NORTHFIELD

Mary Chausi, PMC

BY: *V. St. Mary*