

**SHARED SERVICES AGREEMENT FOR A SHARED  
MUNICIPAL COURT AMONG THE TOWNSHIPS  
OF WASHINGTON, OXFORD AND MANSFIELD  
AND THE BOROUGH OF WASHINGTON**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ 2010, among

THE TOWNSHIP OF WASHINGTON, a municipal corporation in the County of Warren, State of New Jersey, having its principal offices at 211 Route 31 North, Washington, New Jersey, 07882, (hereinafter referred to as "Recipient A"); and

THE TOWNSHIP OF OXFORD a municipal corporation in the County of Warren, State of New Jersey, having its principal offices at 11 Green St., Oxford, New Jersey, 07863 (hereinafter referred to as "Recipient B"); and

THE BOROUGH OF WASHINGTON a municipal corporation in the County of Warren, State of New Jersey having its principal offices at 100 Belvidere Ave., Washington, New Jersey, 07882 (hereinafter referred to as "Recipient C"); and

THE TOWNSHIP OF MANSFIELD, a municipal corporation in the County of Warren, State of New Jersey having its principal offices at 100 Port Murray Rd., Port Murray, NJ 07865, (hereinafter referred to as "Provider");

WITNESSETH:

**WHEREAS**, an agreement providing for shared services among municipalities is permitted under *N.J.S.A. 40A:65-1 et seq.*, the "Uniform Shared Services and Consolidation Act"; and

**WHEREAS**, *N.J.S.A. 2B:12-1(c)* provides that two or more municipalities 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; and

**WHEREAS**, *N.J.S.A. 2B:12-1(c)* further provides that where municipal courts share facilities, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

**WHEREAS**, the parties desire to share municipal court services and to set forth the administrative and financial responsibilities of each party for the shared court services; and

**WHEREAS**, the shared court is subject to approval by the Administrative Office of the Courts and the Vicinage Assignment Judge;

**NOW, THEREFORE, IN CONSIDERATION** of the promises, covenants, terms and conditions set forth, it is mutually **AGREED** as follows:

I. SERVICES TO BE PROVIDED

A. Provider agrees to provide those facilities and services necessary for the operation of a Municipal Court including but not limited to a courtroom, chambers, office space, equipment, supplies and employees, to serve as each Recipient's Municipal Court. Each Recipient shall provide Provider with quarterly compensation for this shared service as provided in section IV below.

At the inception of this Agreement, the Provider will staff the Shared Municipal Court with the following employees:

- One (1) Municipal Court Judge
- One (1) Municipal Court Administrator (Full-Time)
- Two (2) Deputy Municipal Court Administrators (Full -Time)
- Two (2) Violations Clerks (Part-Time, Not to Exceed 16 hours/week)

NOTE: In accordance with Section I.F below, each party is responsible for the appointment of its own Municipal Public Defender and Municipal Prosecutor for its Municipal Court.

Throughout the term of this Agreement, if the combined caseload between the Provider, Recipient A, B, & C should increase or decrease, the staffing levels may be adjusted accordingly with prior approval from the Assignment Judge.

B. Provider shall appoint and employ all court personnel, including the Shared Municipal Court Judge, Court Administrator, Deputy Court Administrator, Prosecutor, and security personnel each of whom shall provide their services for each respective Municipal Court. Pursuant to N.J.S.A. 40A:65-11, Recipient C has prepared an Employee Reconciliation Plan and filed the Plan with the Civil Service Commission. A copy of the Employee Reconciliation Plan is attached to this Agreement. No other party to this Agreement has employees who will be affected by the terms of this Agreement.

C. Provider shall ensure that the compensation of the Shared Municipal Court Judge, Court Administrator, Deputy Court Administrator and Prosecutor, and all other personnel shall be fixed by a salary ordinance, professional services contract or collective bargaining agreement in accordance with all applicable federal, state and local laws, regulations or ordinances governing such matters.

D. Except as provided in paragraph G below, the Recipients shall appoint to serve as Judge, Court Administrator, Deputy Court Administrator and Prosecutor of their own municipal courts the Judge, Court Administrator, Deputy Administrator and Prosecutor appointed by Provider. Should there be a change in any of these positions, a committee of two members of each municipality's governing body and the Judge and/or the Court Administrator will conduct interviews and make hiring recommendations to Provider.

E. The parties agree that the Shared Municipal Court, the Municipal Court Judge and other court personnel shall have and exercise all functions, powers, duties, and jurisdiction of a municipal court prescribed by *N.J.S.A. 2B:12-1 et seq.* Provider shall ensure that all standards are met by its appointees and/or employees regarding the level and quality of performances required of each such appointee and/or employee.

F. Each party to this Agreement shall appoint its own Public Defender for its municipal court.

G. For 2010 only, Recipient C shall continue to use the municipal prosecutor it appointed for the year. For succeeding years of this Agreement, Recipient C shall appoint as its municipal prosecutor the Prosecutor appointed by Provider.

H. . If there is any future reduction in court staff for the Shared Municipal Court, the first \$40,735 of savings shall be deducted from Recipient C's share of the salaries and wages associated with the Shared Municipal Court to be paid to Provider as set forth in paragraph IV.A. below as the full cost of an additional full-time Deputy Court Administrator to be hired by Provider has been included in Recipient C's share of those expenses.

I. The Provider shall ensure that sufficient office space is made available for all Municipal Court staff outlined in Section I.A. above. Additionally, the Provider shall ensure that a secure location is provided for storage of Municipal Court records for the Provider, Recipient A, B, & C alike. Said storage location shall only be accessible by authorized Municipal Court personnel.

## II. LOCATION AND OPERATION OF COURT

A. The day-to-day operations, record keeping and administrative functions of the Court will be conducted at 100 Port Murray Rd., Port Murray, NJ 07865, in the facilities of the Provider.

B. The proceedings of the Court shall be held in the facilities of the Provider at 100 Port Murray Rd., Port Murray, NJ 07865. Pursuant to Court Rule 1:30-3, Shared Municipal Court sessions and the Court Office hours shall be established by the Municipal Court Judge, with approval from the Presiding Judge, Assignment Judge and Administrative Director of the Courts.

C. The identity of each municipal court shall continue to be shown in the captions of orders and process. Each party's records, revenues, fees and fines shall be administered, reported, deposited and audited separately. Provider shall determine the appropriate signs for the Shared Municipal Court. Provider shall provide appropriate stationery for each municipal court.

## III. SECURITY

Provider will be responsible for implementing a security plan for the Shared Court that is in compliance with Administrative Directive #15-06, Appendix K, Statewide Model Municipal Security Plan.

IV. PAYMENT BY RECIPIENTS

A. Each Recipient shall reimburse Provider for salaries and wages associated with the Shared Municipal Court in the amount of the annual sums listed below. Payment shall be made in four quarterly installments. Bills and vouchers will be submitted by the Provider to each Recipient quarterly before the 15<sup>th</sup> day of March, June, September and December. The bills will be paid by the Recipient before the last business day of the aforementioned months.

| Salaries & Wages |           |           |           |           |
|------------------|-----------|-----------|-----------|-----------|
|                  | 2010      | 2011      | 2012      | 2013      |
| Provider         | \$101,207 | \$105,131 | \$108,811 | \$112,619 |
| Recipient A      | \$76,739  | \$79,715  | \$82,505  | \$85,393  |
| Recipient B      | \$44,487  | \$46,212  | \$47,829  | \$49,503  |
| Recipient C      | \$138,222 | \$155,791 | \$161,068 | \$166,531 |
| Subtotal         | \$360,656 | \$386,849 | \$400,213 | \$414,046 |

B. Each Recipient shall reimburse Provider for other expenses associated with the Shared Municipal Court in the amount of the annual sums listed below. Payment shall be made in four quarterly installments. Bills and vouchers will be submitted by the Provider to each Recipient quarterly before the 15<sup>th</sup> day of March, June, September and December. The bills will be paid by the Recipient before the last business day of the aforementioned months.

| Other Expenses |          |          |          |          |
|----------------|----------|----------|----------|----------|
|                | 2010     | 2011     | 2012     | 2013     |
| Provider       | \$8,725  | \$6,310  | \$6,531  | \$6,760  |
| Recipient A    | \$6,616  | \$4,785  | \$4,952  | \$5,126  |
| Recipient B    | \$3,835  | \$2,774  | \$2,871  | \$2,971  |
| Recipient C    | \$9,445  | \$6,831  | \$7,070  | \$7,318  |
| Subtotal       | \$28,621 | \$20,700 | \$21,424 | \$22,175 |

NOTE: Initial “start-up costs” in the amount of \$7,921 have been allocated in the first-year Other Expenses. Said expenses are proportionally divided among Provider, Recipient A, B, & C.

V. DISTRIBUTION OF REVENUE

A. Beginning on the effective date of this Agreement, Provider, pursuant to state law, shall collect for each Recipient fines, court costs, and any other revenue (“Court Related Revenue”) attributable to that Recipient’s municipal court. Receipts of Court Related Revenue shall be recorded by Provider’s court personnel in accordance with applicable federal, state, local, and Administrative Office of the Courts (“AOC”) laws, standards or guidelines. The Court Administrator and each member of the Shared Court will execute all necessary documentation to establish respective bank accounts.

B. Monthly Court Related Revenue shall be distributed to each Recipient's Chief Financial Officer at the end of each month along with a report identifying the sources of that month's distribution.

## VI. REPORTING

By the 15<sup>th</sup> day following the close of each month the Court shall distribute to the participants' governing bodies and their Chief Financial Officers a report containing at least the following information:

- Number of court cases originating from the Provider, Recipient A, Recipient B and Recipient C, broken down by motor vehicle violations, ordinance violations and other;
- Number of tickets/summons processed for the Provider, Recipient A, Recipient B and Recipient C;
- Funds transferred to the State of New Jersey;
- Funds transferred to Warren County;
- Fine revenue for the Provider, Recipient A, Recipient B and Recipient C;
- All other court revenue including court costs and interest, for the Provider, Recipient A, Recipient B and Recipient C.

## VII. BOOKS AND AUDITS

The Court Administrator shall keep separate records and bank accounts for Provider and each Recipient. Provider shall arrange and pay for a yearly audit of the books of the Mansfield Township Municipal Court, and each Recipient shall arrange and pay for a yearly audit of the books of its municipal court, which audits shall be prepared generally in accordance with the requirements of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 *et seq.* Full accounting records of the previous year's Shared Municipal Court operations shall be made available no later than Jan. 30<sup>th</sup> of each year.

## VIII. RECORDS

A. Each party's court records shall be maintained separately. All records are confidential unless otherwise determined by State law, and access will only be given to authorized Court staff or AOC personnel in accordance with applicable State laws or AOC guidelines.

B. Each Recipient shall transfer or deliver to Provider all its Summonses, Tickets, or Citations arising on or after the effective date of this Shared Services Agreement to be adjudicated by the Shared Municipal Court.

## IX. INSURANCE & INDEMNIFICATION

A. Insurance coverage shall be obtained by Provider that protects the Shared Municipal Court and its personnel from claims against them arising out of bodily injury, property damage, personal injury, or civil rights violations, and such other coverage as may

be necessary, without regard to whether the claim is attributable to Provider's cases or Recipients' cases. All Shared Municipal Court employees will be considered employees of Provider for the purposes of Worker's Compensation. Provider shall continue to provide liability insurance which protects Provider's employees and/or facilities

B. The parties to this Agreement recognize that the Shared Municipal Court employees are exclusively Provider's employees. Provider shall cover the cost of claims made by or against Shared Municipal Court employees and security personnel, including court costs and reasonable attorney's fees in defense of any and all claims against the employee, arising out of any act or omission of the employee, including but not limited to Workers Compensation claims, claims under the New Jersey Tort Claims Act, and State and Federal Civil Rights actions.

C. Each Recipient shall obtain any statutory bond required for its municipal court Judge, Administrator and Deputy Administrator.

X. TERM OF AGREEMENT

This Shared Services Agreement shall commence October 1, 2010, subject to approval by the Assignment Judge, and terminate December 31, 2013.

XI. EARLY TERMINATION

Any Recipients may terminate their participation in the agreement prior to the end of the term with no financial penalty being imposed, provided that (1) written notice of termination is given to all parties six (6) months in advance of the termination date; and (2) the termination date shall be no earlier than Dec. 31, 2012.

The Provider reserves the right to terminate the agreement in its entirety upon five (5) months notification to all Recipients with no financial penalty being imposed, no earlier than Dec. 31, 2012.

XII. ADDITIONAL PARTIES

No other municipalities shall be added to this agreement without the consent of all parties.

XIII. UNIFORM SHARED SERVICES AND CONSOLIDATION ACT

The governing bodies of Provider and the Recipients are authorized to enter into this Agreement with each other pursuant to the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* in accordance with the terms of that Act.

XIV. MISCELLANEOUS PROVISIONS

A. Whenever, pursuant to the terms of this Agreement, written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been sufficiently given if personally delivered to the appropriate Municipal Clerk or if mailed by way of certified or registered mail, return receipt requested, and addressed to the party to

whom notice is to be given, as set forth below:

Provider: Clerk of Township of Mansfield  
100 Port Murray Road  
Port Murray, New Jersey 07865

Recipient A: Clerk of Township of Washington  
211 Route 31 North  
Washington, New Jersey 07882

Recipient B: Clerk of Township of Oxford  
11 Green Street  
Oxford, New Jersey 07863

Recipient C: Clerk of Borough of Washington  
100 Belvidere Avenue  
Washington, New Jersey 07882

B. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections of the Agreement shall remain in full force and effect.

C. This Agreement may be amended, only in writing, with the consent of all parties.

**XV. COMPLETE AGREEMENT**

This Agreement contains the complete understanding as to the operation of the Shared Municipal Court among the parties to this Agreement and no other promises or agreements shall be binding unless signed by the parties. In signing this Agreement, the parties are not relying on any fact, statement or assumption not set forth in this Agreement. By signing below, the parties indicate that they have carefully read and understand the terms of this Agreement, enter into this Agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.

**IN WITNESS WHEREOF**, the Borough of Washington, the Township of Oxford, the Township of Washington and the Township of Mansfield have caused these presents to be signed and attested to by their respective officers and their respective seals to be affixed hereto the day and year first above written.

**ATTEST:**

**BOROUGH OF WASHINGTON**

\_\_\_\_\_  
Kristine Blanchard, Clerk

\_\_\_\_\_  
Scott McDonald, Mayor

**ATTEST:**

**TOWNSHIP OF OXFORD**

\_\_\_\_\_

\_\_\_\_\_

Sheila L. Oberly, Clerk

Don Niece, Mayor

**ATTEST:**

**TOWNSHIP OF WASHINGTON**

\_\_\_\_\_  
Mary Ann O'Neil, Clerk

\_\_\_\_\_  
Samir Elbassiouny, Mayor

**ATTEST:**

**TOWNSHIP OF MANSFIELD**

\_\_\_\_\_  
Dena Hrebenak, Clerk

\_\_\_\_\_  
Ted Tomaszewski, Mayor