

**SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF
SEA GIRT AND THE TOWNSHIP OF WALL**

THIS SHARED SERVICES AGREEMENT made this 12th day of April, 2010 by and between **THE BOROUGH OF SEA GIRT** ("Sea Girt"), a municipal corporation of the State of New Jersey with its principal offices located at 321 Baltimore Boulevard, Sea Girt, New Jersey, 07757, and **THE TOWNSHIP OF WALL** ("Wall"), a municipal corporation of the State of New Jersey with its principal offices located at 2700 Allaire Road, Wall, New Jersey, 07760. Wall and Sea Girt will be collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the "Uniform Shared Services and Consolidation Act" at N.J.S.A. 40A:65-1 et seq., (the "Act"), allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in this agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, Chapter 12, Municipal Courts, at N.J.S.A. 2B:12-1(c) provides that "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 to 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, the Borough of Sea Girt (hereinafter, "Sea Girt") and the Township of Wall (hereinafter, "Wall") desire to share facilities, equipment, office staff, and record storage in accordance with N.J.S.A. 2B:12-1 in order to conserve resources and to provide for a more efficient and more economically sound municipal court system; while each municipality maintains its right to appoint its own judge, prosecutor and public defender; and

WHEREAS, Wall has agreed to allow Sea Girt to utilize Wall's Court Room and to allow Sea Girt to utilize the Wall Municipal Court offices effective upon the execution of this Agreement and notice to and the approval of the Administrative Office of the Courts (hereinafter, "the AOC") and the Assignment Judge of Monmouth County Superior Court (hereinafter, "the Assignment Judge"), whichever occurs later; and

WHEREAS, the Governing Bodies of both Wall and Sea Girt find that it would be in the best interest of the Parties for Sea Girt to utilize the Wall Municipal Court Room, Court offices, and to share employees, facilities, and equipment, under the terms and conditions referenced herein; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L 2007, c. 63 at N.J.S.A. 40A:65-1, et seq. ("the Agreement").

NOW THEREFORE, with the foregoing Recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, Wall and Sea Girt, intending to be legally bound, hereby agree as follows:

1. Establishment of a Shared Municipal Court. The Borough of Sea Girt, hereinafter referred to as "Sea Girt", and the Township of Wall, hereinafter referred to as "Wall", hereby agree to the sharing of Wall's court facilities by Sea Girt's Municipal Court as authorized by N.J.S.A. 2B:12-1(c) which shall provide for the establishing of the Sea Girt Municipal Court in Wall (which arrangement shall hereinafter referred to as the "Shared Courts"). Sea Girt and Wall shall be collectively referred to herein as the "Parties". This Shared Court will be established as soon as legally and logistically possible in 2010. Establishment is contingent upon receipt of written approval from the Administrative Office of the Courts and the Assignment Judge, Superior Court of New Jersey, Monmouth County.

2. Location and Days of Operation of the Shared Courts. The Shared Courts, including the court room and court administrative offices and all court sessions will be located and conducted at 2700 Allaire Road, Wall, N.J. 07719, in the Wall Township Municipal Complex. Wall will receive a fee from Sea Girt to provide day to day Court administrative services and support to include day-to-day operations, record keeping, and administrative functions of the Sea Girt Court.

3. Bank Accounts. The Parties shall each receive and retain all net revenues generated by all cases on their respective court dockets as is currently provided by them. In accordance with N.J.S.A. 2B:12-1 *et seq.* Wall and Sea Girt will maintain separate bank accounts for revenue purposes. In addition, Sea Girt agrees that the financial records relating to all Municipal Court activities involving Sea Girt prior to the Effective Date, including the case book and bail accounts, shall be audited by an independent auditor, and that any and all fees associated with such audits shall be paid for by Sea Girt.

4. Operating Costs and Expenses. During the Shared Courts agreement, Sea Girt shall reimburse Wall an annual fee of \$55,000.00 to conduct two (2) court sessions per month in accordance with paragraph 5 below. This annual fee may be subject to a 4% annual increase to keep pace with salary and cost of living expenses. The Parties further agree that any forms or supplies, as set forth on Exhibit A, which are specifically utilized by one Municipal Court, shall be the sole responsibility of that Municipal Court and shall not be a shared expense. If these forms and supplies are ordered by Wall for the Sea Girt Municipal Court, Sea Girt shall reimburse Wall upon submission of vouchers in accordance with paragraph 5 below.

Note: An additional fee of no more than \$6,000.00 annually may be paid to Wall by Sea Girt, once a determination is made regarding the extra workload during the summer months. This determination will also be made for 2011 after a full review is conducted in accordance with the Provisions of Paragraph 7.

5. Payment Procedure. Wall shall provide an invoice for Sea Girt's operating costs and expenses on a quarterly basis and Sea Girt agrees to pay the invoice within sixty (60) days after submission.

6. Dispute of Payment. As provided in the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63 at N.J.S.A. 40A:65-8(g), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Section 4 shall be paid without prejudice to the disputing Parties. If through subsequent negotiation,

mediation, litigation, or settlement, the amount due shall be determined, agreed to or adjudicated to be less than what was actually so paid, Wall shall promptly be repaid the excess.

7. Periodic Meetings. The Administrators and Deputy Administrators or their designees of both municipalities shall periodically meet together with the Court Administrator and the Court Administrator's Deputy or designee as may be necessary to ensure that all obligations under this Agreement are being satisfied or to explore new issues and considerations related to shared services and long term municipal court planning.

8. Modification. Any modification to the Agreement may be explored first by the Municipal Court Advisory Committee if the Parties so choose or directly negotiated between the Parties, and amendments shall be made and adopted by resolution of both Parties with notice to the Administrative Office of the Courts and the Assignment Judge.

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

10. Insurance.

- A. The Parties will keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey or with Monmouth County or the Joint Insurance Fund, which insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties.

Sea Girt 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 Wall as an additional insured.

- B. This insurance shall indicate on the Certificate of Insurance the following coverages:

- Operations;
- Use of independent contractors and/or subcontractors;
- Products and completed operations;
- Broad form contractual; and
- Broad form property endorsement.

Each certificate or policy shall require a thirty (30) day cancellation notice.

Certificates of insurance shall be delivered to each party, prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the Parties prior to the implementation of this Agreement.

- C. Sea Girt shall provide statutory workers compensation insurance coverage for those positions set forth in Paragraph 12.
- D. Sea Girt shall provide sufficient insurance coverage to protect Wall's municipal court records from loss or damage by fire and such other hazards as may be included in the standard all risk of physical loss policy.
- E. Sea Girt shall provide commercial general liability insurance at limits of \$5,000,000 per occurrence and shall name Wall as additional insured.
- F. Sea Girt shall provide sufficient insurance coverage covering losses to Wall resulting from negligent errors or omissions, or misappropriations of funds by any person employed pursuant to Paragraph 12 who handles monies in an amount and with terms agreed to by the parties as is further set forth in N.J.S.A. 2B:12-12.

11. Accounting. Accounting and records maintenance for the Shared Court shall be the sole responsibility of Wall Township for both the Sea Girt and Wall Court.

12. Personnel and Appointments:

The Parties agree that the Shared Courts will share in providing the services of Court Administrator, Deputy Court Administrator(s), Records Custodian and clerical personnel. Compensation of such personnel shall be the sole responsibility of Wall Municipal Court and shall not be a shared expense. The hiring, employment and appointment of the aforementioned positions shall be the sole responsibility of Wall. This agreement contemplates that the Wall Court Administrator shall perform the duties of the Sea Girt Court Administrator.

The Parties agree that the Shared Courts will not share the following personnel and appointees: Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, Assistant Public Defender. The Parties agree that the staffing and salary of these positions shall be the exclusive determination and right of each municipality. Sea Girt and Wall shall be solely responsible for the appointment of their respective Municipal Court Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, Assistant Public Defender. The jurisdiction of the Municipal Court of each municipality shall be separate and each municipality retains its right of appointment as provided in N.J.S.A. 2B:12-4 (Judge) 2B:24-3 (Public Defender) and 2B:25-4 (Prosecutor).

13. Salaries, Wages and Benefits.

The salaries, wages and benefits, including FICA, PERS Contributions, worker's compensation insurance and group health insurance, of the following personnel of the Shared Courts: Judge,

Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, Assistant Public Defender are not shared and shall be paid by the appointing municipality.

14. Court Security. The Parties shall be responsible to provide the required law enforcement security for their respective court sessions. This security shall be in accordance with the approved court security plan.

15. Caption. In accordance with N.J.S.A 2B:12-1, the identities of the individual courts shall continue to be expressed in the caption of orders and process.

16. Term. The term of this Agreement shall commence on the date of the full execution of this Agreement and shall continue for a term of three (3) years (the "Term") unless terminated sooner pursuant to the terms and conditions of Section 17 of this Agreement. Notwithstanding the foregoing, by resolutions of the governing bodies of both parties, this Agreement may be extended for additional terms of three (3) years to a total of fifteen (15) additional years.

17. Dispute Resolution. In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Parties shall attempt non-binding mediation through a mediator of their choice and if mediation fails, the Parties hereto agree to be governed by the laws of the State of New Jersey.

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

19. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplement of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implementation and give effect to the intentions of the Parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

20. Administrative Office of the Courts and Superior Court Approval. The Parties acknowledge that this Agreement is contingent upon and subject to the approval of the State of New Jersey Administrative Office of the Courts and the Monmouth County Superior Court Assignment Judge.

21. Termination. This agreement may be terminated at any time by either Party, with or without cause, by at least 90 days prior written notice to the other Party. In addition to any other notice requirements herein, the parties shall provide an additional ninety (90) days written notice of termination to the Administrative Office of the Courts and the Assignment Judge prior to the scheduled termination as a condition precedent to the termination of this Agreement.

22. Filing. In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs,

23. **Good Faith Covenant.** The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.

24. **Effective Date.** This Agreement shall take effect upon the approval of the AOC and the Assignment Judge and the execution of the Agreement authorized thereafter by their appropriate respective officials

25. **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 Wall is:

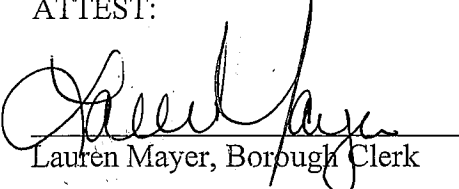
Township Clerk
Township of Wall
2700 Allaire Road
Wall, N.J. 07719

b. The designated municipal representative for Sea Girt is:

Borough Clerk
Borough of Sea Girt
321 Baltimore Boulevard
Sea Girt, N.J. 08750

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.

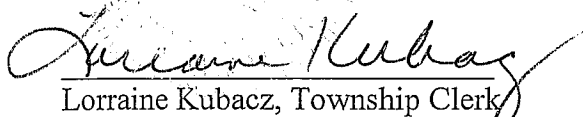
ATTEST:


Lauren Mayer, Borough Clerk

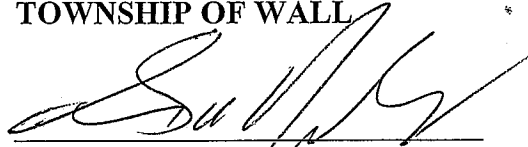
BOROUGH OF SEA GIRT


Mark E. Clemmensen, Mayor

ATTEST:


Lorraine Kubacz, Township Clerk

TOWNSHIP OF WALL


George K. Newberry, Mayor

Date:

4/7/10

Date:

4/7/10

Schedule A

The list of forms needed in the municipal court are as follows

Traffic Tickets	\$800.	for 3000
Special Complaints	\$800.	per 1000
Bail Receipts	\$325	per 1000.
Bail Recog's 3 part numbered	\$360	per 1000
Jail Commitments Generic		
Monmouth County Commitments # separate forms	\$200	per 1000
Authorization to apply bail (Waiver)	\$85	per 500
Subpoena (3 part)	\$100	per 250
Transcript of docket (3 part)	\$150	per 500
Rescinding Order (3 part)	\$150	per 500
DDI (2 part)	\$ 85	per 500
DD2 (3 part)	\$156	per 500
Appeal Rights Form(2 Part)		
39:4-97.2 (2 Part)	\$200	per 1000
Municipal Court Order (3 part)	\$250	per 1000
Envelopes	\$100.	per 1000
Copy paper	\$32.	per carton
CD's for sound recording	\$179	per 100
Mailers	\$68	per 1400 + S+H
Warrants	\$62	per carton
Interpreters depending upon which language (for Portugese \$300 mandarin, more for Russian)	\$175	per session
Pens and sundry office supplies	\$750	
Court Seals		
Toner and copier supplies		
Judges Dues	\$150 per court	