

RESOLUTION NO. 2022- 85

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE TOWNSHIP OF MAURICE RIVER AND THE CITY OF VINELAND FOR MUNICIPAL COURT ADMINISTRATION SERVICES.

WHEREAS, the City of Vineland Municipal Court has as part of its operation, a Municipal Court Administrator and personnel which is responsible for the proper operation of the court as required by N.J.S.A. 2B:12-10; and

WHEREAS, like Vineland, the Township of Maurice River (MRT) has a municipal court and required personnel; and

WHEREAS, the Parties have been in discussions regarding a potential shared services agreement for the use of the Vineland Municipal Court Complex and associated court administration and professional services, including judges, prosecutors and public defenders among other court services; and

WHEREAS, MRT has requested the City consider a Shared Services Agreement on a temporary basis for Court Administration Services in anticipation of the execution of a Shared Services Agreement for all municipal court services; and

WHEREAS, the Parties recognize the benefits and economies to be achieved by utilizing shared services for the performance of services that can be done more efficiently in combination than separately and the Parties are authorized, pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A.40A: 65-1, et seq., to enter into a shared services agreement with any other local unit to provide or receive any service that each local unit could perform on its own.

WHEREAS, the Parties wish to outline their respective duties and obligations relative to the provision of Municipal Court Administrative Services pending the completion and execution of a global Shared Services Agreement as set forth herein above by way of a Shared Services Agreement.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Shared Services Agreement by and between the City of Vineland and the Township of Maurice River for Municipal Court Administration Services on an interim basis pending the completion of a global Shared Services Agreement for Municipal Court facility and services.in the form and substance as attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that the City of Vineland shall notify the Division of Local Government Services as required by law.

Adopted:

President of Council

ATTEST:

City Clerk

SHARED SERVICES AGREEMENT
FOR THE SERVICE OF A MUNICIPAL COURT ADMINISTRATION

THIS SHARED SERVICES AGREEMENT ("Agreement") is entered into this _____ day of February, 2022, by and between the **CITY OF VINELAND** ("Vineland"), a New Jersey municipality having municipal offices at 640 East Wood Street Vineland, New Jersey 08360 and the **TOWNSHIP OF MAURICE RIVER** ("MRT"), a New Jersey municipality having municipal office at 556 Main Street, Leesburg, New Jersey, 08327.

WITNESSETH

WHEREAS, the Uniform Shared Service and Consolidation Act, N.J.S.A. 40A:65-1, et. seq., authorizes municipalities to enter into agreement for the exchange and sharing of services; and

WHEREAS, N.J.S.A. 2B:12-1(c) allows two or more municipalities, by ordinance or resolution, to 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, Vineland and MRT have tentatively agreed to entering into a Shared Services Agreement for municipal court services, inclusive of the physical facility, judges and staff, which both municipalities are drafting; and

WHEREAS, pending the completion of the Shared Services Agreement and adoption of Resolutions of the respective governing bodies authorizing the execution of the Shared Services Agreement for municipal court services, Vineland and MRT determined that it would be mutually beneficial to share a Municipal Court Administrator, in accordance with the provisions of 40A:65-1 et. seq., as well as N.J.S.A. 2B:12-1(c), in order to conserve resources and to provide for a more efficient and economically sound municipal court system, while simultaneously working towards a global agreement for municipal court services and allowing each jurisdiction to maintain its own Municipal Courtrooms and court offices and maintaining individual rights to appoint separate judges, prosecutors, and public defenders; and

WHEREAS, Vineland and MRT do hereby agree that it is in each municipality's best interests to share a Municipal Court Administrator, under the terms and conditions referenced herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the exchange of mutual covenants and conditions and such other consideration as set forth in this Agreement and as authorized by the provisions of 40A:65-1, et. seq., and 2B:12-1(c), Vineland and MRT agree as follows:

1. **INCORPORATION OF PREAMBLE**, All of the provisions of the preamble that is set forth above are repeated and incorporated herein by this reference thereto as if set forth at length.
2. **DESIGNATION OF MUNICIPAL COURT ADMINISTRATOR; NATURE AND EXTENT OF SERVICES PROVIDED; ALLOCATION OF TIME.**

a. **Designation of Municipal Court Administrator:** Upon execution of this Shared Services Agreement for Municipal Court Administrator Services (SSA) with the approval of the Salem, Gloucester and Cumberland County Assignment Judge, the current Municipal Court Administrator and/or his/her Deputy Court Administrator for Vineland shall serve as the Municipal Court Administrator for Vineland and MRT, and shall retain all civil service and tenure rights accrued from Vineland. Any subsequent appointments of a Municipal Court Administrator shall be in accordance with N.J.S.A. 2B:12-10, et seq., and N.J.S.A. 2B:12-11, et seq., and such rules that have been adopted by the New Jersey Supreme court.

b. **Duties.** The Municipal Court Administrator and/or Deputy Court Administrator shall have all of the powers contemplated by the provisions of N.J.S.A. 2B:12-13 and shall perform for Vineland and MRT all of the duties customarily performed by certified court administrators in New Jersey without regard to whether those duties are required by statute, administrative regulations, rules adopted by the New Jersey Supreme Court, the ordinances of Vineland and MRT or the personnel policies and procedures of Vineland and MRT. By way of example:

1. Carrying out the rules, regulations, policies and procedures relating to the operation of the Courts, inclusive of the supervision of the Deputy Municipal Court Administrator and members of staff for each municipality.
2. Interviewing and speaking to persons wishing to file criminal or quasi-criminal complaints or desiring information in that regard; receiving complaints and dispensing information relating to court matters;
3. Maintaining the financial records of the court including overseeing the receipt and accounting for fines and costs.
4. Attending court sessions in Vineland and MRT, recording pleas, judgements and dispositions; arranging trial calendars; signing court documents; preparing and issuing warrants and commitments and other court related documents.
5. Receiving, maintaining and classifying records and files of the Courts.
6. Receiving, recording, maintaining, and forwarding such records, reports, and files as required by appropriate offices or agencies.
7. Consulting and meeting with the Municipal Division of Superior Court on an "as needed" basis and making daily decisions regarding the opening and closing of the courts, personnel coverage for the Courts and work assignments/scheduling of Court personnel.

c. **Allocation of Time.** The Municipal Court Administrator and/or Deputy Court Administrator shall allocate as many days and hours per week in MRT as necessary to carry out the duties as specified herein above in paragraph 2 b in addition to any Court time as required which may fall outside of the normal workdays at each location. The Municipal Court Administrator shall perform supervisory support for the Deputy Court Administrator of MRT and/or Vineland serving MRT on an as needed basis in her sole discretion in order to comply with

all of the obligations set forth herein. The Deputy Court Administrators of both Vineland and MRT shall report to the Municipal Court Administrator on a daily basis or sooner if necessary. A monthly schedule shall be provided to both municipalities by the Municipal Court Administrator subject to final approval of the municipal court judges serving in each community, and shall be mutually agreed to by all parties. Time cards/sheets shall be maintained by the Municipal Court Administrator in both municipalities and submitted to the Vineland and MRT Chief Financial Officer in accordance with the payroll period of Vineland.

3. **SEPARATE FACILITIES.**

- a. **Facilities.** During the term of this Agreement and subject to a Shared Services Agreement for Municipal Court Services, Vineland and MRT will each maintain their own court facilities and court session will be held in their respective facilities. The Municipal Court Administrator and /or Deputy Court Administrator will provide service to the two facilities as provided herein and as may be needed, subject to final approval of the Municipal Court Judge.
- b. **Staffing.** Vineland and MRT independently shall staff their respective municipal courts with such personnel and/or deputy municipal court administrators as each governing body, in its sole and absolute discretion, deems appropriate for the needs of their respective municipalities.
- c. **Maintenance of Records.** All records produced by the Municipal Court Administrator and/or Deputy Municipal Court Administrator, as required by statute, administrative regulation or otherwise, shall be utilized and maintained on file in each of the respective municipal court offices for which municipality such records have been generated, developed and maintained.

4. **INSURANCE.** Vineland and MRT acknowledge that they maintain liability and workers compensation insurance and agree to remain insured so long as this Agreement is in effect. Each municipality will consider the Municipal Court Administrator and/or Deputy Court Administrator as being covered under their respective municipal policies as pertains to general liability insurance of each municipality and the Municipal Court Administrator and/or Deputy Court Administrator shall remain covered employees under Vineland workers' compensation insurance policy. A representative of the insurance company for the municipalities shall provide a statement in writing accepting this Shared Services Agreement and certifying that adequate coverage exists for this agreement through the existing policies

5. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** Each municipality shall defend (and assume all costs, expenses and attorney's fees incurred in connection with such defense), indemnify and save harmless the other municipality, the other municipality's elected and appointed officials, employees, agents, volunteers and all others working on behalf of the other municipality from and against all claims, suits or actions of every kind or description for loss, damage or injury, including, but not limited to, personal injury, death and/or property loss, costs, attorney's fees incurred and claims or demands of any nature whatsoever that is/are made or brought against the other municipality, its elected and appointed officials, employees, agents,

volunteers and all others working on behalf of the other municipality which arise out of or is alleged to have arisen out of or to have been caused in any manner whatsoever by reason of the negligent performance of duties or services by the Municipal Court Administrator and/or the Deputy Court Administrator to or on behalf of either municipality.

6. **REMUNERATION AND BENEFITS.** So long as this Agreement is in effect, Vineland shall continue to maintain the payroll and pension status, health insurance coverage etc., for the Municipal Court Administrator and/or Deputy Court Administrator as well as any other municipal employees as deemed necessary in accordance with paragraph 3. It shall be incumbent upon the Chief Financial Officer of Vineland to provide an itemized breakdown of all reimbursement costs along with the appropriate voucher for reimbursement or payment to be made. At all times mentioned herein and during the term of this Agreement, the Vineland Court Administrator and Deputy Court Administrator as well as any other staff from Vineland required in accordance with Paragraph 3, assigned by Vineland to provide services to MRT Municipal Court shall remain employees of the City of Vineland.

7. **PAYMENT PROCEDURE.** Whenever any provision of this Agreement calls for reimbursement or payment of any sum of money by MRT to Vineland, the Vineland Chief Financial Officer shall furnish to the MRT Chief Financial Officer such written records as will detail the reason that the reimbursement payment is due and which further details the amount that is due. Based upon the understanding of both parties as to remuneration as noted above, all estimate, of the total annual costs for employee will be prepared by the Chief Financial Officer of Vineland and submitted to the Chief Financial Officer of MRT for review and comment. Vineland will bill MRT weekly by multiplying the hourly rate set forth on Schedule A times the hours reported per week. The invoice shall be submitted each Monday following the previous work-week. The weekly invoices may be adjusted for actual out-of-pocket costs incurred during the previous week which were not known at the time of the weekly billing. All reimbursements shall be processed, and thereafter paid on a weekly basis.

8. **EFFECTIVE DATE; INITIAL TERM; TERMINATION.** This shall be approved by Resolution of the governing bodies of Vineland and MRT duly adopted in accordance with law at public meetings held in accordance with the provisions of the Open Public Meetings Act and the provisions of the Uniform Shared Services and Consolidation Act. Upon execution of this Agreement on behalf of both parties hereto, the effective date of this Agreement shall be February 28, 2022. The payments to be made hereunder shall commence March 1, 2022, and the initial term of this agreement shall end on May 1, 2022 or upon execution of and in accordance with the Shared Services Agreement for Municipal Court Services. However, the parties may agree to extend this agreement, on the same terms and conditions set forth herein should the parties fail to execute a Shared Services Agreement for Municipal Court Service on the date set forth herein. Extensions of this Agreement shall be approved by Resolution of the governing bodies of Vineland and MRT duly adopted in accordance with law at public meetings held in accordance with the Open Public Meetings Act and the Uniform Shared Services and Consolidation Act. Either party may terminate this Agreement by providing written notice to the Municipal Clerk of the other party served personally or by certified mail, return receipt requested (effective on the date of posting with postage prepaid) no later than 30 days' from the date of termination.

9. **MISCELLANEOUS.**

a. **Governing Law; Disputes.** This Agreement shall be governed by the laws of the State of New Jersey. In the event of a dispute arising out of this Agreement, the parties agree that they shall immediately meet and make a good faith effort to resolve said dispute and may submit for resolution by way of mediation to the Gloucester, Salem, Cumberland County Assignment Judge. In the event that the dispute cannot be resolved amicably then the parties agree to binding arbitration in accordance with the Rules of the American Arbitration Association.

b. **Full Agreement; No Oral Modification.** This Agreement is a full statement of the agreements and understandings of the governing bodies of Vineland and MRT. This Agreement is not subject to oral modification and may be changed only by a writing approved, adopted and executed with the same formalities as were attendant to the approval, adoption and execution of this Agreement,

c. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the substantive provisions of this Agreement.

d. **Severability of Terms.** If any term or provision of this Agreement} to any extent, shall be determined by a court of competent jurisdiction to be invalid or unenforceable then it shall be severable and the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent allowed by law.

e. **No Waiver of Breach or of Remedies.** No waiver by a municipality of any breach of this Agreement or of any representation hereunder by the other municipality shall be deemed to be a waiver of any other broach by the other municipality (whether preceding or succeeding and whether or not of the same similar nature), and no acceptance of performance by a municipality after any breach by the Other municipality shall be deemed to be a waiver of any broach of this Agreement or of any representation hereunder by the Other municipality whether or not the first municipality knows of such breach at the time it accepts such performance. No failure or delay by a municipality to exercise any right it may have by reason of the default of the other municipality shall operate as a waiver of default modification of this Agreement or shall prevent the exercise of any fight by the first municipality while the other municipality continues to be so in default, Any remedy that either municipality may have by reason of a breach of any provision of this Agreement by the other municipality at all times shall be preserved and may not be waived.

f. **Joint Preparation.** This Agreement (and ail exhibits thereto) is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the cutes of interpretation for arm's-length agreements.

IN WITNESS WHEREOF, the parties 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 written above to be effective on the date defined by this Agreement.

ATTEST:

CITY OF VINELAND

Keith Petrosky, City Clerk

Anthony R. Fanucci, Mayor

ATTEST

TOWNSHIP OF MAURICE RIVER

Township Clerk

Mayor

SCHEDULE A

	<u>Total Cost</u>	<u>Salary</u>	<u>FICA</u>	<u>Health</u>	<u>PERS</u>	<u>Hourly Rate w/</u>
Court Administrator	150,306.00	120,000.00	9,180.00	1,950.00	19,176.0	77.08
Deputy Court Administrator	123,366.96	70,000.00	5,355.00	36,825.96	11,186.0	63.27
Deputy Court Administrator	<u>110,053.32</u>	<u>70,000.00</u>	<u>5,355.00</u>	<u>23,512.32</u>	<u>11,186.0</u>	56.44
	<u>383,726.28</u>	<u>260,000.00</u>	<u>19,890.00</u>	<u>62,288.28</u>	<u>41,548.0</u>	