

RESOLUTION NO. 2022-159

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

WHEREAS, the City of Vineland Municipal Court facility, professionals and staff are well able to provide municipal court services to other municipalities interested in sharing such services; and

WHEREAS, Maurice River Township has requested the city of Vineland to consider sharing municipal court services at the Vineland Municipal Court Complex; 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 without establishing a joint municipal court;

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, 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 then 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 Services.

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 Services in the form and substance as attached hereto and made a part hereof subject to non-material changes as directed by the City Solicitor.

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 April , 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 agreed to negotiate a Shared Services Agreement for municipal court services, inclusive of the physical facility, judges and staff, in order to conserve resources and to provide for a more efficient and economically sound municipal court system with Vineland being responsible for retaining the judges, prosecutors, public defenders and court staff with input from MRT; and

WHEREAS, Vineland has agreed to allow MRT to utilize the Vineland Court facility and staff, while each Court retaining its own identity; and

WHEREAS, Vineland and MRT shared municipal court shall be operated as two separate courts, with Vineland being the host and providing the services described herein; and

WHEREAS, Vineland and MRT have or shall adopt the appropriate resolution agreeing to sharing of the Vineland Court facilities and staff, including the judges, prosecutors, public defenders, security staff and court personnel

WHEREAS, Vineland and MRT do hereby agree that it is in each municipality's best interests to share a Municipal Court facility and staff, 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 , el. 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. **SCOPE OF SERVICES:**

- A. Vineland agrees to provide the court facilities and services necessary for the operation of a municipal court including but not limited to a courtroom, chambers, office space, equipment, supplies, file storage as required by Vineland staff and employees, to serve as Vineland's and MRT's Municipal Court. MRT shall provide Vineland with compensation for this Shared Services as provided in Article herein below.
- B. Vineland and MRT agree to utilize the existing Vineland Municipal Court Complex located at Landis Avenue, Vineland, New Jersey for the conduct of all activities related to the operation of the Shared Municipal Court.
- C. Municipal Court Judge: Vineland shall be responsible for the choice of each Municipal Court Judge with input from MRT. Each municipality shall adopt a resolution appointing the chosen person(s) as their municipal court judge(s) in accordance with N.J.S.A. 2B:12-4.
- D. Municipal Court Prosecutor: Vineland shall be responsible for the choice of each Municipal Court Prosecutor with input from MRT. Each municipality shall adopt a resolution appointing the chosen person(s) as their municipal court prosecutor(s).
- E. Municipal Court Public Defender and Alternate Public Defender: Vineland shall be responsible for the choice of each Municipal Court Public Defender and Alternate Public Defender with input from MRT. Each municipality shall adopt a resolution appointing the chosen person(s) as their municipal court public defender and alternate public defender(s).
- F. Municipal Court Administrator and Deputy Court Administrators: Vineland shall be responsible for the choice of Municipal Court Administrator and Deputy Municipal Court Administrators with input from MRT and subject to the requirements of New Jersey Court Rule 1:34-3. Each municipality shall adopt a resolution appointing the chosen person(s) as their municipal court administrator and deputy municipal court administrators.
- G. Other Court Employees and judicial, prosecutorial and public defender administrative staff: Vineland shall provide and be responsible for the selection and appointment of all other court employees and they shall be Vineland employees, subject to union contracts and Civil Service rules and regulations.
- H. Security Personnel: Vineland shall provide and be responsible for the selection and appointment of all security personnel for the Court.

- I. Shared Municipal Court Services Committee: Vineland and MRT agree that they will cooperate with each other to effectuate the intent of this Agreement, which is to sustain excellent municipal court services in a more cost efficient manner. On or before January 11, 2023, representatives from Vineland and MRT, including the CFO from each municipality and Court Administrator shall meet not later than January 10 of each proceeding year to review operating costs of the shared municipal court based upon actual expenses from the preceding year to determine if the cost analysis and payments received from MRT is sufficient to cover actual costs incurred by Vineland. The costs to be considered shall include all professionals and court staff, maintenance and upkeep of the facility excluding major repairs which will be defined as any costs of repairs in excess of \$5,000.00. The costs shall include any renovations required to accommodate MRT only. The committee shall consider a calculation of costs for the proceeding year based upon said analysis as well as any salary increases anticipated based upon contractual requirements of Vineland employees. Any cost overruns from the previous year shall be added into the following year calculations. Any cost underruns shall be deducted from the following year calculations.
- J. Payments for Services and facilities provided by Vineland: MRT and Vineland have reviewed the budget for the Shared Services for Year May 1, 2022 through April 30, 2023 and agree upon the yearly amount of \$72,036.00 based upon the attached Exhibit A. MRT shall make equal monthly payments of \$6,003.00 commencing May 1, 2022 for a period of one year and until the Shared Municipal Court Services committee meets to agree upon the cost for said services for the following year based upon the above formula.
- K. Compensation of Court Professionals and employees: Vineland shall ensure that the compensation of any Shared Municipal Court Judge, court Administrator, Deputy Court Administrator, Municipal Prosecutor, Municipal Public Defender and alternate Public Defender and all other Court personnel shall be fixed by a salary ordinance, professional services agreement or collective bargaining agreement in accordance with all applicable federal, state and local laws, regulations and ordinances governing such matters as well as any related approvals necessary from the Administrative Office of the Courts (AOC) and/or Assignment Judge for the vicinage.
- L. Municipal Court Sessions: Shared Municipal Court sessions and the hours of the Court Administrator shall be established by Vineland in consultation with the Municipal court Judges, Municipal Court Administrator, Assignment Judge and Vicinage Municipal Division as required. At the present time, Vineland shall allocate one regular court session per month for MRT agenda as well as such special sessions as are necessary to assure the proper maintenance of the court calendar. All special session costs not covered by funding through the state shall be the responsibility of MRT. Special session costs shall be calculated in the same manner as utilized for the calculation set forth in the attached Exhibit A.

M. **Separate Courts:** The identities of the individual courts shall continue to be expressed in the captions of orders and process. Vineland and MRT records, revenues, fees, Public Defender funds collected pursuant to N.J.S.A. 2B:24-17 and fines shall be administered, reported, deposited and audited separately by each respective municipality. Collection of any fines and costs ordered for each respective municipality shall be the responsibility of said municipality to collect, including ordinance violations, court costs and Public Defender fees. MRT shall be responsible for the delivery of all pertinent court records and filing cabinets to Vineland for storage and use as necessary.

3. **TERM OF SHARED SERVICE AGREEMENT**

This Shared Services Agreement shall commence May 1, 2022 or soon thereafter as approved by the Vicinage Assignment Judge, and remain in effect until April 30, 2027. This Agreement may be terminated by either party upon 6 months' notice prior to January 1 of the year of termination without cause and for public convenience. The Agreement may be terminated with 60 day notice upon a breach by either party provided notice of said breach is given first in writing and the breaching party is given a reasonable opportunity to cure said breach.

4. **COURT REVENUE**

Beginning on the effective date of this Agreement, Vineland agrees to collect, when applicable, court-related revenues for MRT. For purposes of depositing MRT proceeds, i.e. fines, court costs and Public Defender funds arising out of MRT's caseload, MRT shall continue with its existing account with Ocean First Bank which is the same institution utilized by Vineland. Should Vineland open a new account in a different institution, MRT may agree to establish a new account in a bank associated with the Vineland municipal court accounts so all deposits are in the same banking institution for convenience purposes. MRT shall be responsible for completing all paperwork necessary to facilitate deposits by Vineland personnel. All deposits shall be made expeditiously and revenues recorded by Vineland personnel in accordance with all applicable federal, state, local and Administrative Office of the Courts and applicable audit laws, standards and guidelines. Vineland shall provide to MRT monthly reports identifying all revenue received by the MRT Municipal Court and deposited to MRT Municipal Court account.

5. **RECORDS**

Vineland and MRT municipal court records shall be maintained separately from each other. All records are confidential unless otherwise determined by State Law and access will only be given to authorized court staff or Administrative Offices of the Courts personnel in accordance with applicable state laws or guidelines. MRT shall transfer or deliver to Vineland for adjudication by the shared municipal court (1) all MRT summonses, tickets,

or citations arising on or after the effective date of this Agreement (2) all MRT summonses, tickets or citations which adjudication has not been completed as of the effective date of this Agreement and (3) all MRT records maintained by the Municipal Court in accordance with Directive #3-01, "Judiciary-State of New Jersey Records Retention Schedule" and any supplements adopted thereafter.

6. **BOOKS, AUDITS AND BUDGET**

The Court Administrator and Vineland shall arrange and pay for a yearly audit for the books of the Vineland Municipal Court. The Court Administrator and MRT shall arrange and pay for a yearly audit for the books of the MRT Municipal Court, which audit 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 operations shall be made available to address MRT inquiries and those of the auditors. Vineland shall submit the proposed municipal court budget for the calendar year for approval by the Assignment Judge pursuant to R. 1:33-4.

7. **INSURANCE AND INDEMNIFICATION**

- A. Insurance coverage shall be obtained by Vineland that protects the shared municipal court facilities 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 Vineland cases or MRT cases. Vineland shall continue to provide liability insurance which protects Vineland's employees and/or facilities subject to the cost sharing arrangement set forth herein.
- B. The Parties to this Agreement acknowledge that the shared municipal court employees are exclusively Vineland employees. Vineland shall be responsible for any claims made by or against the shared municipal court employees and security personnel in defense of any and all claims against said employees arising out of any act or omission of the employees, including but not limited to Workers Compensation Claims, As such Vineland is designated as the primary employer in accordance with N.J.S.A. 40A:65-6 of all shared municipal court employees.
- C. Vineland shall name MRT as an additional insured on its liability policies pertaining to the municipal court or Vineland court personnel.

8. **ADDITIONAL PARTIES**

Vineland may enter into agreements with other municipalities for the use of its court facilities and personnel on such terms as Vineland deems appropriate. Vineland may permit the use of the facilities and personnel on a temporary basis to other municipalities and the County of Cumberland. Vineland may also permit the use of its facilities for Vineland administrative hearings.

9. **MISCELLANEOUS PROVISIONS**

A. The governing bodies of Vineland and MRT are authorized to enter into this Shared Services Agreement with each other pursuant to the Uniform Shared Services And Consolidation Act, N.J.S.A. 40A:65-1, et seq.

B. **COOPERATION WITH THE ADMINISTRATIVE OFFICES OF THE COURTS**

Both Vineland and MRT agree to fully cooperate with the AOC, Municipal Court Services Division and the Assignment Judge of the Vicinage to provide all required information including updated respective municipal website information, municipal signs. They shall also notify the Lawyers Diary regarding the relocation of the shared court.

C. MRT shall provide a recorded message on the former court telephone lines and provide interested persons with the news court location and contact information.

D. Whenever written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been 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:

As to Vineland: Attention: Keith Petrosky, Vineland Municipal Clerk
640 East Wood Street
Vineland, New Jersey 08360

As to MRT: Attention: Denise Peterson, Maurice River Tp. Clerk
P.O. Box 218
Leesburg, New Jersey 08327

E. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, or if the laws of the State of New Jersey relied upon to enter this Agreement forbids such Agreement, all other sections of the Agreement shall remain in full force and effect.

F. This Agreement may be modified from time to time by mutual agreement and authorizing resolutions of the respective governing bodies.

G. This Agreement may not be assigned by either municipality

- H. Should either Vineland or MRT be entitled to any funding for special sessions of the municipal court, such funding shall be for the sole benefit of that municipality for whom the fund is awarded and shall not impact the cost calculations for the shared services. Should the shared municipal court be the direct beneficiary of any grants, excluding such grants for the court facility, such grant funding shall be applied on a pro rata basis in accordance with the parties' respective percentages of costs established herein, to reduce the costs for Vineland and MRT.

10. **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 after submitting to mediation, then the parties agree that all disputes and claims relating to this Agreement shall be settled by arbitrators in accordance with the American Arbitration Association. Upon written application by either municipality for the hearing and adjudication of a dispute or claim, the recipient of the application shall proceed with arbitration hearings. The Parties agree to abide by and be bound by the decision and award of the arbitrators, and that a judgment may be entered in court upon the award being made pursuant to this subsection of the Agreement.

11. **COMPLETE AGREEMENT**

This Agreement contains the complete understanding as to the operation of the Shared Municipal Court between Vineland and MRT 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, Vineland and MRT indicate they have carefully read and understand the terms of this Agreement, enter into this Agreement knowingly and voluntarily, understand its terms and intend to abide by its provisions. Both parties acknowledge that their respective attorneys have reviewed the documents and each party has relied upon their legal representatives.

12. **APPROVAL**

This Agreement is subject to the approval of the Honorable Benjamin Telsey, Assignment Judge Vicinage 15 and the adoption of Resolutions of the Governing Bodies of Vineland and MRT

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