

**SHARED SERVICES AGREEMENT
FOR THE MUNICIPALITIES OF
TOWN OF DOVER, TOWNSHIP OF MINE HILL, BOROUGH OF MT. ARLINGTON,
BOROUGH OF ROCKAWAY, AND BOROUGH OF WHARTON**

JOINT MUNICIPAL COURT FACILITIES, PERSONNEL, AND RESOURCES

THIS AGREEMENT is made this 1st day of Feb. 2009, by and between the Town of Dover, a municipal Corporation of the State of New Jersey, located in Morris County, New Jersey, with an address of 37 N. Sussex Street, Dover NJ 07801 (hereinafter referred to as Dover); the Township of Mine Hill, a municipal Corporation of the State of New Jersey, located in Morris County, New Jersey, with an address of 10 Baker Street, Mine Hill NJ 07803 (hereinafter referred to as Mine Hill); the Borough of Mt. Arlington, a municipal Corporation of the State of New Jersey, located in Morris County, New Jersey, with an address of 419 Howard Boulevard, Mt Arlington, NJ 07856 (hereinafter referred to as Mt Arlington); the Borough of Rockaway, a municipal Corporation of the State of New Jersey, located in Morris County, New Jersey, with an address of 1 East Main Street, Rockaway, NJ 07866 (hereinafter referred to as Rockaway); and the Borough of Wharton, a municipal Corporation of the State of New Jersey, located in Morris County, New Jersey, with an address of 10 Robert Street, Wharton, NJ 07885 (hereinafter referred to as Wharton), collectively known hereinafter as the "Municipalities", and each a "Municipality".

WHEREAS, Mine Hill and Wharton currently maintain a shared court for those two Municipalities, which municipal court is known as Mine Hill/Wharton Shared Court, with Mine Hill as the lead agency; and

WHEREAS, a mutually supported study of feasibility has identified opportunities to further improve the efficacy of court operations for the Municipalities, while reducing the costs of delivering municipal court services for the respective local governments; and

WHEREAS, the Municipalities have determined it to be in their mutual best interests to provide for Joint Municipal Court Facilities, Personnel, and Resources for use by their respective Municipal Courts with Dover as the lead agency; and

WHEREAS, N.J.S.A. 2B:12-1, *et. seq.* authorizes the formation of a joint municipal court provided that an agreement is entered into by all of the Municipalities, and provided that such Agreement is approved by and filed with the State of New Jersey Administrative Office of Courts and the Assignment Judge of the Superior Court of New Jersey, Morris County; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and

Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Municipalities agree as follows:

I. SCOPE OF SERVICES

- A. Dover agrees to provide for Joint Municipal Court Facilities, Personnel, and Resources with Mine Hill, Mt. Arlington, Rockaway, and Wharton (hereinafter known as "Supported Municipalities") at its municipal building located at 37 N. Sussex Street, Dover; and the parties agree that all court sessions of the Municipalities shall be held at the Dover location.
1. Dover Joint Municipal Court Facilities will include the courtroom, office(s) and storage space for court administration, judge's chamber, prosecutor's office, and archive storage.
 2. Dover Joint Municipal Court Personnel will include Judges, Prosecutors, Public Defenders, Interpreters, and Court Administration, as well as standard Security personnel.
 3. Dover Joint Municipal Court Resources will include, but not be limited to, state-provided computer hardware and software, audio-visual equipment, appropriate municipal court forms, and manual and electronic payment processing.
 4. Joint Municipal Court Facilities, Personnel, and Resources provided under this Agreement shall be known as the "Joint Municipal Court of Dover".
- B. The municipal court operations of the Municipalities shall be managed by Dover as a joint court using one set of books and one court calendar.
- C. The Municipalities will each receive and retain all net revenues generated by all cases on their respective court dockets as is currently provided and in accordance with applicable statutes.

II. ASSIGNMENT OF RESPONSIBILITIES

- A. Responsibilities of Dover:
1. Dover shall act as the lead agency in the delivery of Joint Municipal Court Facilities, Personnel, and Resources.
 2. The enforcement officers of Dover shall coordinate their court calendar requirements with the Court Administrator of the Joint Municipal Court of Dover.
 3. The Joint Municipal Court of Dover shall hold regular court sessions on Tuesday and Wednesday of each week within the hours of 9:00 am to 6:00 pm and, as needed, special court sessions may also be scheduled on Thursday of each week within the hours of 9:00 am to 1:00 pm, unless these days of the week fall on a holiday recognized by the Town of Dover.
 4. Dover shall coordinate the joint court calendar for case hearings with the Supported Municipalities. Wherever practical, case hearings for each Municipality will be held together,

especially those requiring prisoner transport or extraordinary security, in order to minimize demands on the local police forces.

5. Dover shall use both its current and supplemental Court Professionals – Judges, Prosecutors, and Public Defenders – in court operations; and shall be solely responsible for the salary, wages, and any associated benefits that may be provided to these Court Professionals for the term of the Agreement.
 - a. There shall be two Court Professionals selected for each court position and one shall be appointed as the Chief Court Professional for that position in accordance with the statutes. Dover shall select the Chief Court Professional for each court position; the second Court Professional for each court position shall be selected by majority vote of the Joint Municipal Court Advisory Committee described in Paragraph VII.
 - b. The Court Professionals selected by Dover and the Joint Municipal Court Advisory Committee for the joint court shall be appointed by all Municipalities desiring the use of their services in accordance with applicable laws, ordinances or resolutions.
 - c. The services of all appointed Court Professionals will be made available to all Municipalities per the joint court calendar.
6. Dover shall continue to use its current Court Administration personnel in court operations, as well as offer employment to all full time Court Administration personnel from the Supported Municipalities; and shall be solely responsible for the salary, wages, and any associated benefits provided to these employees. The services of these employees will be made available to the Municipalities, as needed.
7. Dover shall provide standard courtroom security for all court sessions. Prisoner transport and any extraordinary security measures shall be the responsibility of the Municipality requiring such prisoner transport or extraordinary security measures.
8. Dover will be responsible for repairs, maintenance, or replacement of any damaged or unusable facilities, equipment, and furniture in the joint courtroom, court-related offices, and municipal hall public space after the initial renovation of the Joint Municipal Court facilities are completed.

B. Responsibilities of Mine Hill, Mt. Arlington, Rockaway, and Wharton:

1. The municipalities of Mine Hill, Mt. Arlington, Rockaway, and Wharton will be supported agencies (“Supported Municipalities”) under the terms of this Agreement.
2. The enforcement officers of the Supported Municipalities shall coordinate their court calendar requirements with the Court Administrator of the Joint Municipal Court of Dover.
3. There shall be two Court Professionals selected for each court position – Judges, Prosecutors, and Public Defenders. Dover shall select the Chief Court Professional for each court position; the

second Court Professional for each court position shall be selected by majority vote of the Joint Municipal Court Advisory Committee described in Paragraph VII.

4. The Supported Municipalities agree to discontinue the use of their current Judges upon expiration of the current terms and appoint and utilize the two Judges provided by Dover.
5. The Supported Municipalities agree to discontinue use of their current Prosecutors and Public Defenders upon expiration of their current respective terms and appoint and utilize the Court Professionals provided by Dover. Each Municipality shall retain the right to hire its own Court Professionals if desired, as provided in the statutes, under separately negotiated employment contracts and at its own incremental cost.
6. The Supported Municipalities shall discontinue use of their current Court Administration personnel as of the last day prior to the implementation date of the Joint Municipal Court of Dover and use the Court Administration employees provided by Dover.
7. The Supported Municipalities shall provide for their own prisoner transport and any extraordinary courtroom security as needed for their scheduled case hearings.

III. TERM OF AGREEMENT:

- A. This Agreement shall commence on the later of February 1, 2009 or approval of the State of New Jersey Administrative Office of Courts and the Assignment Judge of the Superior Court of New Jersey, Morris County, and shall remain in effect until December 31, 2018, unless subsequently extended or renewed by the Municipalities.
- B. This Agreement shall become effective for each Municipality upon passage of authorizing Resolutions or Ordinances by the Municipalities as required by the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).
- C. This Agreement shall continue for the entire term of the Agreement for all Municipalities, unless one of the Municipalities (including Dover) delivers written notice to the Joint Municipal Court of Dover and all Municipalities of its intentions to withdraw no later than December 31, effective on the next following first day of January (no less than one full year). Withdrawal of one or more Municipalities from the Agreement shall not preclude the other Municipalities from continuing a joint municipal court on terms acceptable to them.

IV. COMPENSATION

- A. The Supported Municipalities shall each pay a base fee of \$90,000 annually for the use of Dover's Joint Municipal Court Facilities, Personnel, and Resources by their respective Municipal Courts.
- B. Each Supported Municipality shall pay 1/12 of the annual base fee at a monthly rate of \$7,500.00 on the fifteenth day of each month directly to the Town of Dover. This monthly payment entitles each of the Supported Municipalities to the full use of Dover's Joint Municipal Court Facilities, Personnel,

and Resources.

- C. The Municipalities agree that any forms or supplies, such as summonses, which are specifically utilized by only one Municipality, shall be the sole responsibility of that Municipality and shall not be considered a shared expense.
- D. Dover will incur some capital costs and implementation expenses associated with the establishment of the Joint Municipal Court, including those specifically and uniquely required by the State of New Jersey Administrative Office of Courts and the Assignment Judge of the Superior Court of New Jersey, Morris County. Dover will apply for SHARE grant funding from the NJ Department of Community Affairs to cover these costs and expenses. Capital costs and implementation expenses that are not covered by a combination of grant funding and the annual base fee of \$90,000 per Supported Municipality will be reviewed by the Joint Municipal Court Advisory Committee described in Paragraph VII and, if deemed reasonable by a majority of the Advisory Committee, will be apportioned equally among each of the Municipalities to this Agreement for payment.
- E. Accounting records for the expenses associated with Joint Municipal Court of Dover operations will be maintained by Dover and shall be available for inspection by Municipalities upon request. Review of actual expenses associated with the delivery of Joint Municipal Court services will be done at least annually by the Joint Municipal Court Advisory Committee described in Paragraph VII; and will form the basis of any compensation adjustments recommended to the Municipalities by the Committee.
 - 1. The annual operating budget for the Joint Municipal Court of Dover shall be established no later than February 10 during each year of the Agreement as required by statute; and this operating budget shall form the basis for determining financial deficits or unexpended or excess funds after comparison to the same calendar year's actual operating expenses.
 - 2. As agreed by the Municipalities, Dover shall retain the right over the term of the Agreement to have a sustainable annual cost savings benefit equivalent to that achieved in the 2009 baseline operating budget. To ensure this sustainable cost savings benefit, Dover shall be responsible for 50.88% of the joint court operating budget in any given budget year.
 - 3. Full accounting records of each calendar year's Joint Municipal Court of Dover operations will be available no later than the statutory municipal audit filing date of June 30 of the following year.
 - 4. Joint Municipal Court of Dover financial deficits identified through a review of actual operating expenses shall be covered by an adjustment to the annual payment and may be distributed equally to the Municipalities or may be allocated to one or more selected Municipalities based on a recommendation approved by the majority of the Joint Municipal Court Advisory Committee described in Paragraph VII.
 - 5. Unexpended or excess funds remaining in the Joint Municipal Court of Dover account may be

distributed equally to Municipalities or, in lieu of receiving an account settlement payment, the Municipalities may elect to use these funds to satisfy their a portion of their joint court funding obligation in the next operating budget year.

V. PAYMENT PROCEDURE

- A. Each Supported Municipality shall pay 1/12 of the annual base fee at a monthly rate of \$7,500.00 on the fifteenth day of each month directly to the Town of Dover.
- B. The Supported Municipalities each agree to pay Dover their equal share of unreimbursed or uncovered capital costs and implementation expenses within sixty (60) days after submission of the bill and invoice.
- C. Municipal checks for payment should be made out to Town of Dover, reference the invoice number on the memo line, and be returned to Municipal Treasurer, Town of Dover, 37 N. Sussex Street, Dover, NJ 07801.

VI. REVENUE TRANSFER

- A. All municipal revenue accounts will be reconciled on or before the 15th of each month per New Jersey Court Rule 7:14-4 Financial Control. Supporting financial data by Municipality from the Dover Joint Municipal Court information system will be used to establish the accurate amounts to be transferred to each party to the Agreement.
- B. Checks for monthly revenue will made out to the Municipalities within three (3) business days of municipal revenue account reconciliation and mailed to the appropriate municipal building address.
- C. Municipality income accounting will be done monthly to track and report on the monthly revenue transfer from Dover Joint Municipal Court to each Municipality; and a quarterly municipal income summary will be generated showing all income by Municipality by month and for the quarter.

VII. LEVEL OF SERVICE

- A. Dover agrees to provide Joint Municipal Court Facilities, Personnel, and Resources in a professional and workmanlike manner.
- B. The Supported Municipalities each agree to utilize Dover's Joint Municipal Court Facilities, Personnel, and Resources in a professional and workmanlike manner.
- C. Dover, as the lead agency in performing the services under this Agreement, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities, and obligations under the Agreement.
- D. A Joint Municipal Court Advisory Committee, consisting of no more than two (2) representatives from each Municipality together with Dover's Mayor and Municipal Administrator, shall periodically meet as may be necessary to ensure that all of the obligations under this Agreement are being

satisfied. These Committee representatives will consist of the Mayor or Mayor's designee and, if a second representative is desired, that representative may be an elected official or other municipal representative as deemed appropriate by each Municipality.

1. Each Municipality shall have one vote regardless of the number of Committee representatives appointed.
 2. The Committee shall meet at such times and places as deemed necessary, but in no event less than annually, and shall be responsible for raising and addressing questions or concerns related to Joint Municipal Court operations and long term planning.
 3. The Committee shall review all Court Professionals being considered for appointment to the joint court. Dover shall select the Chief Court Professional for each court position; the second Court Professional for each court position shall be selected by majority vote of the Joint Municipal Court Advisory Committee.
- E. Each Municipality shall notify the other Municipalities of the name(s) of its Committee representatives and identify their representative with primary voting responsibility and their alternate voting member, annually no later than 15 days after its respective municipal reorganization meeting.
- F. All Joint Municipal Court Advisory Committee actions may be approved by a simple majority of the voting members present. In the event of a tie vote on any matter under consideration by the Committee, Dover's Mayor may cast one additional vote to break the tie.

VIII. ADDITIONAL MUNICIPAL PARTICIPANTS

- A. Dover may solicit and add other municipalities to the Joint Municipal Court of Dover. In the event that a contract with an additional municipality is pending, Dover will present the anticipated impacts on staffing and operating expenses to the Joint Municipal Court Advisory Committee and recommend adjustments to the annual base fee associated with providing Joint Municipal Court Facilities, Personnel, and Resources, as appropriate. Incremental capital costs or implementation expenses shall be the shared responsibility of the incoming municipal party to the Agreement and Dover.

IX. DISPUTE OF PAYMENT

- A. As provided in the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*), 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 Paragraph V shall be paid without prejudice to the disputing parties. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined agreed to or adjudicated to be less than was actually so paid, Dover shall promptly repay the excess.

X. INDEMNIFICATION

- A. In addition to the other rights and remedies of the parties herein, the Supported Municipalities each agree to indemnify and hold harmless Dover, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Supported Municipalities' personnel arising out of this Agreement or any of the obligations assumed by the Supported Municipalities hereunder, provided it is determined by a Court having the appropriate jurisdiction that a Supported Municipality is solely responsible for such liability. In the event it is determined by a Court that a Supported Municipality is not solely responsible for said liability, the Supported Municipalities liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Supported Municipalities. The Supported Municipalities, upon notice from Dover, shall resist and defend, at the expense of the Supported Municipalities, such action or proceeding with counsel reasonably satisfactory to Dover. In addition, Dover may engage separate counsel at its sole expense to appear on its behalf in such action or proceeding without waiving its rights or the Supported Municipalities obligation under this paragraph.
- B. In addition to the other rights and remedies of the parties herein, Dover agrees to indemnify and hold harmless each of the Supported Municipalities, including their officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by Dover arising out of this Agreement or any of the obligations assumed by Dover hereunder, provided it is determined by a Court having the appropriate jurisdiction that Dover is solely responsible for such liability. In the event it is determined by a Court that Dover is not solely responsible for said liability, Dover's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of Dover. Dover, upon notice from the Supported Municipalities, shall resist and defend, at the expense of Dover, such action or proceeding with counsel reasonably satisfactory to the Supported Municipalities. In addition, at their option, the Supported Municipalities may engage separate counsel at their sole expense to appear on their behalf in such action or proceeding without waiving its rights or Dover's obligation under this paragraph.

XI. INSURANCE

- A. Each of the Supported Municipalities 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 the Morris County Municipal Joint Insurance Fund, which insurance shall be evidenced by Certificates and/or policies as determined by Dover.
- B. The each of the Supported Municipalities shall respectively provide this Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury

and property damage. A "claims made" policy is not acceptable. 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
 - Broad Form Property Endorsement
- C. Each Certificate or policy shall require that a thirty-day (30) notice shall be given to Dover by registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled. All such notices shall name the Municipality and identify the Agreement or municipal contract number if applicable.
- D. Certificates of Insurance shall be delivered to Town of Dover, prior to the commencement of this Agreement and all Certificates of Insurance shall state that "Dover is an additional insured" for this Agreement.
- E. The insurance required under this section shall protect each of the Supported Municipalities and all Subcontractors respectively, against damage claims which may arise from operations under this Agreement whether such operations are by the Insured or by anyone directly or indirectly employed by the Supported Municipalities and also against any of the special hazards which may be encountered in the performance of this Agreement.
- F. All policies and Certificates of Insurance shall be approved by the each of Municipalities prior to the inception of any work under this Agreement.

XII. DISPUTE RESOLUTION

- A. In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

XIII. MISCELLANEOUS

- A. All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the Municipal Clerk of each Municipality.

XIV. GOVERNING LAW

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

XV. ASSIGNMENT

- A. No one party may assign this Agreement without the written consent of all others.

XVI. ENTIRE AGREEMENT

- A. 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 the same shall be in writing, duly authorized and signed by all the parties hereto.

XVII. SEVERABILITY

- A. 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 supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement 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.

XVIII. AOC AND SUPERIOR COURT APPROVAL

- A. The parties acknowledge that this agreement is contingent upon and subject to the approval of the State of New Jersey Administrative Office of Courts and the Assignment Judge of the Superior Court of New Jersey, Morris County.

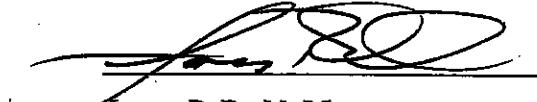
IN WITNESS HEREOF, the parties have set their hand and seals and caused their corporate officers to sign same the day and year first written above.

ATTEST:


Margaret Verga, Municipal Clerk

TOWN OF DOVER

BY:



James P. Dodd, Mayor

ATTEST:

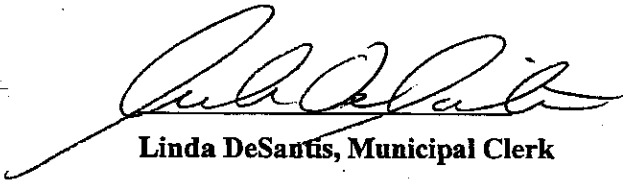

Patricia T. Korpos, Municipal Clerk

TOWNSHIP OF MINE HILL

BY:



Richard E. Leary, Mayor

ATTEST:

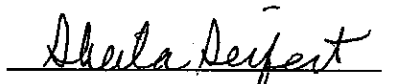

Linda DeSantis, Municipal Clerk

BOROUGH OF MOUNT ARLINGTON

BY:

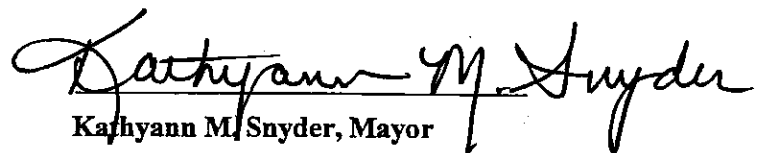

Arthur R. Ondish, Mayor

ATTEST:

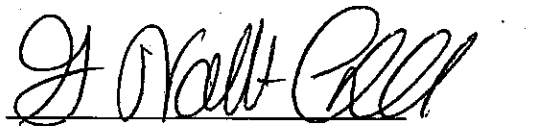

Sheila Seifert, Municipal Clerk

BOROUGH OF ROCKAWAY

BY:

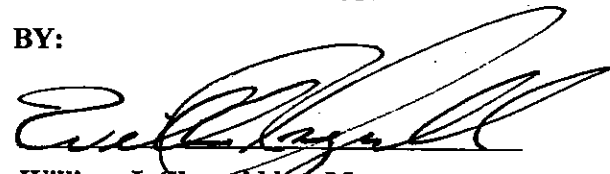

Kafhyann M. Snyder, Mayor

ATTEST:


Gabrielle Voight-Cherna, Municipal Clerk

BOROUGH OF WHARTON

BY:


William J. Chegwiddden, Mayor