

**AMENDMENT TO SHARED SERVICES AGREEMENT BETWEEN  
THE BOROUGH OF OCEANPORT AND THE BOROUGH OF SEA BRIGHT**

**WHEREAS**, the Borough of Oceanport is desirous of renewing and amending the existing shared services agreement ("agreement") with the Borough of Sea Bright for an additional three (3) year term; and

**WHEREAS**, the amendment contemplates the extension of the agreement by Resolution for additional terms of three (3) years not to exceed fifteen (15) additional years to the year 2031; and

**WHEREAS**, the "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 the 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**, Oceanport, has a current Interlocal Services Agreement that permits the Borough of Sea Bright to utilize Oceanport's Court Room, initially effective March 1, 2010, and has further permitted the Borough of Sea Bright to utilize the Oceanport Municipal Court offices since that date; and

**WHEREAS**, Oceanport and Sea Bright desire to continue to share facilities, equipment and office staff 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 their own judge, prosecutor and public defender; and

**WHEREAS**, the Borough Councils of both Oceanport and Sea Bright find that it would be in the best interest of the parties for Sea Bright to Amend the Agreement and continue to utilize a mutual Municipal Court Room, court offices, and to share employees, facilities and equipment under the terms and conditions referenced herein.

**WHEREAS**, this Agreement and Amendment 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, IT IS HEREBY AGREED** on this 15th day of September 2015, by and between **THE BOROUGH OF OCEANPORT** ("Oceanport") in the County of Monmouth, State of New Jersey with their principal offices located at 315 East Main Street, Oceanport, New Jersey, 07757 and **THE BOROUGH OF SEABRIGHT** ("Sea Bright") in the County of Monmouth, State of New Jersey with principal offices located at 1167 Ocean Avenue, Sea Bright, New Jersey, 07760, that the Interlocal Services Agreement for Shared Services of the Borough's Municipal Court dated November 16, 2009, is hereby extended by the parties until February 28, 2019, amended as follows:

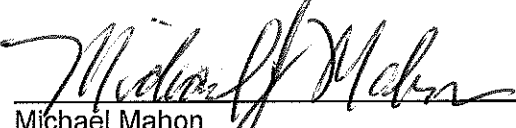
1. The Interlocal Services Agreement dated November 16, 2009, is hereby extended for a period of 3 additional years from the original date of termination. The new termination date is February 28, 2019.

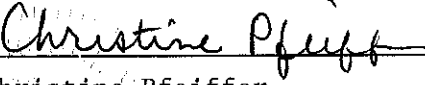
2. The annual rate for the services referenced in the original agreement and initial extension had totaled \$78,000. That annual amount shall be reduced to \$73,500 for the first year of this Amendment.
3. For the term of this Amendment and extension, a 2% annual increase shall be added to the base rate from the prior year. This adjustment shall take place on January 1st of each new year during the 3 year extension referenced in paragraph 1.
4. All other terms and conditions contained in the original Interlocal Services Agreement or any prior extensions thereto not modified by this Amendment shall remain in full force and effect.

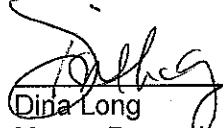
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers duly authorized, and have caused this Agreement to be dated as of the day and year written above.

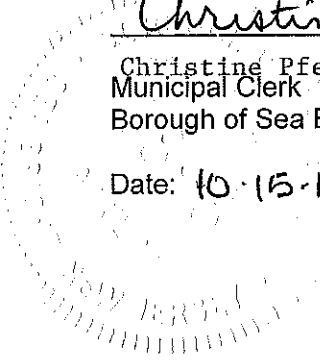
ATTEST:

  
\_\_\_\_\_  
Jeanne Smith  
Municipal Clerk, Borough of Oceanport  
Date: 9/11/2015

  
\_\_\_\_\_  
Michael Mahon  
Mayor, Borough of Oceanport  
Date: 9/11/2015

  
\_\_\_\_\_  
Christine Pfeiffer  
Municipal Clerk  
Borough of Sea Bright  
Date: 10-15-15

  
\_\_\_\_\_  
Dina Long  
Mayor, Borough of Sea Bright  
Date: 10/15/2015



**SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT AND THE BOROUGH OF SEA BRIGHT**

**THIS SHARED SERVICES AGREEMENT** made this 16<sup>th</sup> day of Nov., 2009 by and between **THE BOROUGH OF OCEANPORT** ("Oceanport"), a municipal corporation of the State of New Jersey with its principal offices located at 222 Monmouth Boulevard, Oceanport, New Jersey, 07757, and **THE BOROUGH OF SEA BRIGHT** ("Sea Bright"), a municipal corporation of the State of New Jersey with its principal offices located at 1167 Ocean Avenue, Sea Bright, New Jersey, 07760. Oceanport and Sea Bright 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 Oceanport (hereinafter, "Oceanport") and the Borough of Sea Bright (hereinafter, "Sea Bright") 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**, Oceanport has agreed to allow Sea Bright to utilize Oceanport's Court Room and to allow Sea Bright to utilize the Oceanport Municipal Court offices effective upon the adoption of an ordinance by each municipality, execution of the 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 Borough Councils of both Oceanport and Sea Bright find that it would be in the best interest of the Parties for Sea Bright to utilize the Oceanport 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").

Agreement Jan 2010 - Jan 2013

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

1. Provision of Service and Space within the Oceanport Municipal Building.

- A. Commencing Jan. 1, 2000, Oceanport shall provide Sea Bright with suitable and sufficient space and the services set forth herein in the Oceanport Municipal Building located at 222 Monmouth Boulevard, Oceanport, NJ ("the Municipal Building") in which to conduct municipal court. The Parties agree that all court sessions for the Borough of Sea Bright shall be held at the Oceanport Municipal Building. Suitable and sufficient space shall mean and shall include Municipal Court Chambers for Sea Bright's judge, the Municipal Courtroom, offices for and/or conference rooms for Sea Bright's Municipal Prosecutor and Public Defender, the violations bureau, archive storage space and rest rooms for all court personnel.

Sea Bright, at its sole cost and expense, shall erect appropriate signage inside and outside of the Municipal Building designating its municipal courtroom as a shared facility with the Borough of Oceanport Municipal Court.

It is mutually agreed that Oceanport has applied for a grant to install a new filing system in the Municipal Building to store the municipal court records of both parties. Sea Bright's municipal court records shall be transported to Oceanport and maintained at the Oceanport Municipal Building. If the grant is not secured, each party will provide and install its own filing cabinets and Oceanport shall provide sufficient space to accommodate Sea Bright's Municipal Court records.

If at any time municipal court services are not as good as the level, quality and scope of services that existed at the commencement of the Agreement, Sea Bright shall notify Oceanport thereof and Oceanport, with reasonable promptness, shall correct such deficiencies in services to Sea Bright's satisfaction.

2. Municipal Court Staff within the Oceanport Municipal Building.

- A. Prosecutor, Judge and Municipal Public Defender. Each party will have appointed each of these positions and each shall be solely responsible for the compensation and associated benefits, if any, provided to these professionals under separately negotiated contracts. If at any time the Parties agree to utilize the same individual for any of these positions, or in contemplation of establishing a joint municipal court, the Parties shall use their best efforts to negotiate an amendment to the Agreement and provide

for the adoption of the same by ordinance subject to the approval of the AOC and the Assignment Judge.

- B. Joint Municipal Court Administrator. Upon execution of the Agreement, Sea Bright shall discontinue use of its current court administrator and shall use the certified court administrator provided by Oceanport. The Municipal Court Administrator for Oceanport will serve as the Joint Municipal Court Administrator for both Oceanport and Sea Bright. Oceanport shall pay the salary of the Municipal Court Administrator and associated benefits, if any, who shall remain an employee of Oceanport and shall retain any and all tenure rights accrued from Oceanport. Any subsequent appointment of a municipal court administrator shall be in conformance with N.J.S.A. 2B:12--10.
- C. Joint Deputy Court Administrator. Upon the commencement of this Agreement, Sea Bright shall recommend who shall serve as part time Joint Deputy Court Administrator for Oceanport and Sea Bright and who shall become an employee of Oceanport, subject to the approval of the Municipal Court Administrator, which approval shall not be unreasonably withheld. Oceanport shall be solely responsible for the salary, wages and any associated benefits of the Joint Deputy Court Administrator.
- D. Additional Court Personnel. Oceanport shall not hire any additional municipal court personnel, part time or full time, after commencement of this Agreement nor fire any court personnel, without prior written notice to and the approval of Sea Bright. Any additional part time employees hired with the consent of the parties shall be employees of the Borough of Oceanport.
- E. Courtroom Security. Sea Bright may hire a Class II officer of Oceanport to provide security for Sea Bright's Municipal Court sessions or may hire its own courtroom security, subject to the approval of the Superior Court and the Administrative Office of Courts.  
  
Oceanport shall provide for an alternate exit for court employees in the event of an emergency.
- F. Interpreter. Sea Bright shall continue to use its own interpreter for Municipal Court and its telephone interpreter system for first appearances only.
- G. Court Calendars. The municipal court operations of the parties shall be managed by the Joint Court Administrator using separate court calendars. Scheduling officers for Sea Bright's cases shall be managed efficiently to reduce overtime and minimize demands on officers under subpoena to testify.

3. Transition.

The Parties agree that the equipment and resources associated with this agreement shall be transitioned as follows:

A. Transition of Equipment and Resources.

- (1) All equipment currently utilized by Sea Bright for municipal court, including without limitation, business equipment, supplies, furniture, fax machines, copiers, shredder(s), computer hardware and software, audio visual equipment, municipal court forms, and electronic payment processing, except for those items of equipment that are specifically referenced in the addendum attached hereto and made a part hereof, shall be transferred to Oceanport as of the Effective Date and shall be used solely for the provision of services in accordance with this Agreement. If applicable, the Parties shall take all steps necessary to ensure that title to any of the aforementioned equipment is transferred to Oceanport.
- (2) If the Agreement is not extended by mutual consent of the Parties or if terminated by either Party, Oceanport shall return and/or transfer Sea Bright's furniture and equipment utilized for Municipal Court proceedings to Sea Bright or, as the Parties may agree, Oceanport may take title to the equipment, and in return for same, shall pay Sea Bright an amount equal to the fair market value of the equipment at the time of termination or expiration of the Agreement.
- (3) Notwithstanding the foregoing, Sea Bright may use its own video conferencing system for Court and shall pay the costs of installation and removal of same and shall restore the facility, if the equipment is removed, as nearly as possible to its original condition. Sea Bright's video conferencing system shall be fully insured by Oceanport's insurance coverage. The Parties may negotiate the use of said equipment by Oceanport prior to the expiration of this Agreement.
- (4) Sea Bright shall be permitted to use Oceanport's telephones for municipal court without any additional expense to Sea Bright.
- (5) Oceanport shall be responsible for repairs, maintenance, upkeep or replacement of any damaged or unstable facilities, equipment and furniture in the shared court room, court-related offices or Municipal Building public space after the effective date of this Agreement without any additional expense to Sea Bright.

- (6) Sea Bright shall not be liable for any part or share of the costs of acquiring, constructing or maintaining the municipal court facilities or any capital improvements contemplated by Oceanport to its facilities unless that part or share is agreed to by the Parties in an amendment to the Agreement.
- (7) 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.
- (8) Each court shall operate with its own budget, as approved by the respective governing bodies.

B. 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. Oceanport and Sea Bright will maintain separate bank accounts for revenue purposes. In addition, Sea Bright agrees that the financial records relating to all Municipal Court activities involving Sea Bright prior to the Effective Date, including the case book and bail accounts, shall be audited by the Administrative Office of the Courts and by an independent auditor, and that any and all fees associated with such audits shall be paid for by Sea Bright.

The Joint Court Administrator's duties shall include establishing the accurate amounts to be transferred to Sea Bright, collection of money received as fines and forfeitures, financial reports covering such funds, records of receipts and disbursements, and preparing checks for monthly revenues to Sea Bright.

C. Liabilities. Any liability associated with or concerning Oceanport or Sea Bright determined to exist prior to or after the Effective Date shall be the sole responsibility of the Borough which incurred such liability.

4. Compensation.

A. In consideration for the full use of Oceanport's municipal court space, personnel and resources, as agreed to herein, Sea Bright agrees to pay to Oceanport the following:

(1) On a Monthly Basis:

- a. Part Time Deputy [Rates to be set by Sea Bright]
- b. Part Time Helper [Rates to be set by Sea Bright]
- c. Part Time Help [Rates to be set by Sea Bright]
- d. Use of Court Room [Rates to be set by Sea Bright]

(2) On an Annual Basis:

- a. Court Administrator \$20,000 (per year)\*
- b. Employee costs \$8,000 per year (Identify employees by job description)
- c. Office supplies/forms \$1,500 per year
- d. Courtroom Security [To be determined]

\* includes costs of bonds and insurance against losses required for court employees in N.J.S.A. 2B:12-12.

B. Compensation Adjustment

Accounting records for the expenses associated with municipal court records will be maintained by Oceanport and shall be available for inspection by Sea Bright upon request. Review of actual operating expenses for municipal court services will be done annually by the Municipal Court Advisory Committee described in Paragraph 8 and will form the basis for any compensation adjustment recommended to the Parties in accordance with N.J.S.A. 40A:65-9(3).

- 5. Payment Procedure. Oceanport shall provide a bill for Sea Bright's monthly fees on a monthly basis and Sea Bright agrees to pay the bill within sixty (60) days after submission of the bill and invoice subject to Paragraph 10 below. Annual Fees in Section 6A(2) above are flat fees and Oceanport shall provide a bill for the fee, along with an invoice for payment by Sea Bright in four equal installments each year during the term of the Agreement.
- 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 6 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, Sea Bright shall promptly be repaid the excess.
- 7. Municipal Court Advisory Committee. The Municipal Court Advisory Committee shall consist of three representatives of each Party, elected or appointed, who shall periodically meet 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. Each party shall notify the other party of the names of its committee representatives annually within thirty (30) days of their respective reorganization meeting.



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

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.

Oceanport 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 Sea Bright 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. Oceanport shall provide statutory workers compensation insurance coverage with limits of \$500,000 for the joint positions of Court Administrator, Deputy Court Administrator and any additional court personnel who are hired by the Parties' mutual consent.
- D. Oceanport shall provide sufficient insurance coverage to protect Sea Bright'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. Oceanport shall provide commercial general liability insurance at limits of \$5,000,000 per occurrence and shall name Sea Bright as additional insured.
- F. Oceanport shall provide sufficient insurance coverage covering losses to Sea Bright resulting from negligent errors or omissions, or misappropriations of funds by any person employed by the court who handles monies received for Sea Bright 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. Caption.

In accordance with N.J.S.A. 2B:12-1(c), the identities of the respective courts shall continue to be expressed in the captions of orders and process.

12. Term.

The term of this Agreement shall commence on the date of the approval of the State of New Jersey Administrative Office of the Courts, approval of the Assignment Judge and the adoption of ordinances by the Parties, whichever comes later, and shall continue for a term of three (3) years until \_\_\_\_\_ (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.

13. 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.

14. 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.

15. 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.
16. AOC 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 Assignment Judge.
17. 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.
18. 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.
19. 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.
20. Effective Date. This Agreement shall take effect upon the approval of the AOC and the Assignment Judge, the adoption of appropriate ordinances of the parties and the execution of the Agreement authorized thereafter by their appropriate respective officials.
21. 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 Oceanport is:

Borough Clerk  
Borough of Oceanport  
222 Monmouth Boulevard  
PO Box 370  
Oceanport, NJ 07757

b. The designated municipal representative for Sea Bright is:

Borough Administrator  
Borough of Sea Bright  
1167 Ocean Avenue  
Sea Bright, New Jersey 07760

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:

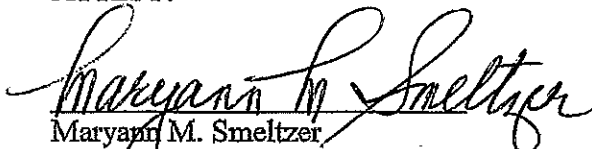
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Kimberly A. Jungfer  
Municipal Clerk, Borough of Oceanport

Date:

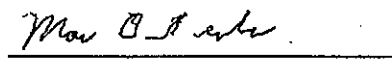
\_\_\_\_\_  
Michael J. Mahon  
Mayor, Borough of Oceanport

Date:

ATTEST:

  
\_\_\_\_\_  
Maryann M. Smeltzer  
Municipal Clerk, Borough of Sea Bright

Date: 11-16-09

  
\_\_\_\_\_  
Maria D. Fernandes  
Mayor, Borough of Sea Bright

Date: 11-16-09