

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Hillsborough Township COUNTY: Somerset

RECIPIENT: Montgomery Township COUNTY: Somerset

BRIEF DESCRIPTION OF SERVICE:

Amendment to Shared Services Agreement for a Shared Municipal Court Between the Townships of Montgomery and Hillsborough.

EFFECTIVE DATE: January 1, 2016

EXPIRATION DATE: December 31, 2017

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**RESOLUTION #16-1-29 - AUTHORIZING AN AMENDMENT TO THE SHARED SERVICES AGREEMENT
FOR A SHARED MUNICIPAL COURT BETWEEN THE TOWNSHIPS OF MONTGOMERY AND HILLSBOROUGH**

WHEREAS, Hillsborough already serves as host to a Shared Municipal Court with the Township of Montgomery which is governed by a Shared Services Agreement that commenced on January 1, 2012 and is scheduled to remain in effect until December 31, 2017; and

WHEREAS, Hillsborough and Montgomery desire to enter into this Amended Shared Services Agreement to establish all obligations in connection with the use of shared court facilities and court staff, provide for shared court sessions and the performance of all Montgomery court functions.

WHEREAS, The original Agreement between Hillsborough and Montgomery commenced on January 1, 2012 and was designated to remain in effect until December 31, 2017. This Amended Agreement shall commence on January 1, 2016 and remain in effect until December 31, 2017. This Agreement may be terminated at the end of a calendar year by either party by providing written notice of termination no later than July 1 of the calendar year in which the Shared Services Agreement will terminate. This Agreement may be renewed by Hillsborough and Montgomery upon the adoption of a resolution or ordinance by each municipality. If there are substantial changes to the terms of any renewal agreement, the renewal shall be subject to the approval of the Somerset County Superior Court Assignment Judge; and

WHEREAS, Montgomery shall provide the following compensation to Hillsborough for the Municipal Court Services to be provided pursuant to this Agreement:

- \$144,000 for the period January 1, 2016 to December 31, 2016
- \$146,880 for the period January 1, 2017 to December 31, 2017 (2% increase)

The forgoing amounts shall be paid in equal monthly installments during their respective calendar years.

NOW, THEREFORE, BE IT RESOLVED That the Mayor and Clerk are hereby authorized to sign the afore-referenced Shared Services Agreement for a Shared Municipal Court between the Townships of Hillsborough and Montgomery substantially in the form on file in the Office of the Township Clerk; and

BE IT FURTHER RESOLVED That this Resolution shall take effect immediately.

CERTIFICATION
I HEREBY CERTIFY THE ABOVE TO BE A
TRUE COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
MONTGOMERY AT A MEETING HELD

January 7, 2016


Township Clerk

AMENDED SHARED SERVICES AGREEMENT FOR A SHARED
MUNICIPAL COURT BETWEEN THE TOWNSHIP OF HILLSBOROUGH
AND THE TOWNSHIP OF MONTGOMERY

THIS AGREEMENT BETWEEN

THE TOWNSHIP OF HILLSBOROUGH, a municipal corporation of the State of New Jersey, whose address is 379 South Branch Road, Hillsborough, New Jersey 08844, hereinafter referred to as "Hillsborough",

AND

THE TOWNSHIP OF MONTGOMERY, a municipal corporation of the State of New Jersey, whose address is 2261 Van Horne Road, Belle Mead, New Jersey 08502, hereinafter referred to as "Montgomery."

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40A:65-1, et seq., any municipality of the State of New Jersey may contract with any other municipality or municipalities for the shared provision within their several jurisdictions of any service that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, pursuant to N.J.S.A. 2B:12-1.c, two (2) or more municipalities, by ordinance or resolution, may 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, pursuant to N.J.S.A. 2B:12-1.c, Hillsborough and Montgomery adopted the appropriate Resolutions establishing a "Shared Municipal Court" providing for the sharing of court facilities and court staff including the municipal judge, court administrators, prosecutors, public defenders and security personnel hereinafter referred to in the terms set forth in this Agreement; and

WHEREAS, in a Shared Municipal Court each Court retains its own identity; and

WHEREAS, the Shared Municipal Court shall be operated as separate courts, where Hillsborough is the host and provides the services described in this Agreement to the Township of Montgomery; and

WHEREAS, Hillsborough already serves as host to a Shared Municipal Court with the Township of Montgomery which is governed by a Shared Services Agreement that commenced on January 1, 2012 and is scheduled to remain in effect until December 31, 2017; and

WHEREAS, Hillsborough and Montgomery desire to enter into this Amended Shared Services Agreement to establish all obligations in connection with the use of shared court facilities and court staff, provide for shared court sessions and the performance of all Montgomery court functions.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, Hillsborough and Montgomery, do hereby mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES:

- A. Hillsborough agrees to provide those 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 and employees, to serve as Montgomery's Municipal Court. Montgomery shall provide Hillsborough with compensation for this shared service as provided in Article III below.

- B. Hillsborough and Montgomery agree to utilize the existing Township of Hillsborough Municipal Court facility located at 379 South Branch Road, Hillsborough, New Jersey 08844, for the conduct of all activities related to the operation of the Shared Municipal Court. The existing facilities at Hillsborough are adequate to handle the volume of cases, and the facilities comply with current security requirements.

- C. Hillsborough shall provide and be responsible for the selection, appointment and payment of the Shared Municipal Court judge, court administrators, prosecutors, public defenders and security personnel, each of whom shall provide their services for each respective Municipal Court. Since Hillsborough will be responsible for the appointment and payment of the public defender, all public defender

funds collected pursuant to N.J.S.A. 2B:24-17 for Montgomery cases shall be the property of Hillsborough. Montgomery shall adopt such resolutions or ordinances as may be necessary to legally designate such individuals as personnel of the Municipal Court of Montgomery.

- D. Hillsborough shall ensure that the compensation of the Shared Municipal Court judge, court administrators, prosecutors and public defenders, and all other personnel shall be fixed by a salary ordinance, professional services contract or collective negotiation agreement in accordance with all applicable federal, state and local laws, regulations or ordinances governing such matters as well as any related approvals necessary from the Administrative Office of the Courts (hereinafter the "AOC").
- E. Shared Municipal Court sessions and the hours of the Court Administrator shall be established by Hillsborough in consultation with the Municipal Court Judge, Municipal Court Administrator, Assignment Judge, and Vicinage Municipal Division subject to the approval of the Administrative Director of the Courts.
- F. Hillsborough and Montgomery shall mutually agree that the Shared Municipal Court, the Municipal Court Judge and other personnel thereof shall have, possess and exercise all functions, powers, duties, and jurisdiction of a municipal court prescribed by N.J.S.A. 2B:12-1, et seq., its amendments and supplements. Hillsborough shall have the responsibility to ensure that all standards are met by its appointees and/or employees regarding the level and quality of performances required of each such appointee and/or employee.
- G. The identities of the individual courts shall continue to be expressed in the captions of orders and process. The courtroom and sessions of the Montgomery Municipal Court shall be held in Hillsborough's Municipal Court facilities. Hillsborough and Montgomery records, revenues, fees, and fines shall be administered, reported, deposited and audited separately. Hillsborough shall provide appropriate stationery for Montgomery's Municipal Court. Hillsborough shall also determine and provide appropriate signs for the Shared Municipal Courts.

ARTICLE II - TERM OF CONTRACT

- A. The original Agreement between Hillsborough and Montgomery commenced on January 1, 2012 and was designated to remain in effect until December 31, 2017. This Amended Agreement shall commence on January 1, 2016 and remain in effect until December 31, 2017. This Agreement may be terminated at the end of a calendar year by either party by providing written notice of termination no later than July 1 of the calendar year in which the Shared Services Agreement will terminate. This Agreement may be renewed by Hillsborough and Montgomery upon the adoption of a resolution or ordinance by each municipality. If there are substantial changes to the terms of any renewal agreement, the renewal shall be subject to the approval of the Somerset County Superior Court Assignment Judge.

ARTICLE III - COMPENSATION

- A. Montgomery shall provide the following compensation to Hillsborough for the Municipal Court Services to be provided pursuant to this Agreement:

- \$144,000 for the period January 1, 2016 to December 31, 2016
- \$146,880 for the period January 1, 2017 to December 31, 2017 (2% increase)

The forgoing amounts shall be paid in equal monthly installments during their respective calendar years.

ARTICLE IV - REVENUE

- A. Hillsborough agrees to collect, where applicable, court-related revenues for Montgomery. For purposes of depositing Montgomery revenues, Hillsborough agrees to establish an account in a bank to be identified by Hillsborough, which shall be the same bank in which Hillsborough's Municipal Court revenues are deposited. At the time of establishing said account, Montgomery shall be responsible for completing all paperwork necessary to facilitate deposits by court personnel. All deposits shall be made daily and revenues recorded by Hillsborough personnel and reported in accordance with all applicable federal, state, local, AOC and audit laws, standards, or guidelines. Hillsborough shall provide to Montgomery monthly reports identifying all revenue received by the

Montgomery Municipal Court and deposited to Montgomery's Municipal Court account. At the same time as the monthly report, Hillsborough shall pay to Montgomery all of the revenue attributable to Montgomery for fines and court costs arising out of Montgomery's court docket less credit card fees associated with Montgomery cases. Credit card fees associated with Montgomery cases shall be the responsibility of Montgomery. Since Hillsborough will be responsible for the appointment and payment of the public defender, all public defender funds collected pursuant to N.J.S.A.2B:24-17 for Montgomery cases shall be the property of Hillsborough.

- B. Should Montgomery or Hillsborough decide to process summons by way of E-Ticket, all third party vendor costs and fees associated therewith shall be the responsibility of the municipality choosing the E-Ticket option.

ARTICLE V - RECORDS

- A. Montgomery records shall be maintained separately from Hillsborough records. All records are confidential unless otherwise determined by State law, and access will only be given to authorized Court staff or AOC personnel in accordance with applicable State laws or AOC guidelines.
- B. Montgomery shall transfer or deliver to Hillsborough for adjudication by the Shared Municipal Court all Montgomery Summonses, Tickets, or Citations. All Montgomery Court records shall be maintained by the Municipal Court in accordance with Directive #3-01 "Judiciary - State of New Jersey Records Retention Schedule."

ARTICLE VI - BOOKS AND AUDITS

- A. The Court Administrator shall keep separate records and bank accounts for each municipality. Hillsborough shall arrange and pay for a yearly audit of the books of the Hillsborough Municipal Court, and Montgomery shall arrange and pay for a yearly audit of the books of the Montgomery Municipal Court, which audits 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 Shared Municipal Court operations shall be made available no later than June 30th of each year, and Shared Municipal Court staff members

shall be reasonably available to address inquiries made by Montgomery's auditor.

ARTICLE VII - INSURANCE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

- A. Insurance coverage shall be obtained by Hillsborough that protects the Shared Municipal Court 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 Hillsborough cases or Montgomery cases. The coverage may be provided either through policies issued to the members and/or through additional policies issued to the Hillsborough Municipal Court. All Shared Municipal Court employees will be considered employees of Hillsborough for the purposes of Worker's Compensation.
- B. Hillsborough shall continue to provide liability insurance which protects Hillsborough's employees and/or facilities.
- C. The parties to this Agreement recognize that the Shared Municipal Court employees are exclusively Hillsborough employees. Hillsborough shall cover the cost of claims made by or against Shared Municipal Court employees and security personnel, including court costs and reasonable attorney's fees in defense of any and all claims against the employee, arising out of any act or omission of the employee, including but not limited to Workers Compensation claims, claims under the New Jersey Tort Claims Act, and State and Federal Civil Rights actions. Thus, in accordance with N.J.S.A. 40A:65-6, Hillsborough is designated as the primary employer of the Municipal Court Administrator.
- D. Hillsborough shall obtain and pay for the statutory bond for the Municipal Court Judge and Administrator.

ARTICLE VIII - ADDITIONAL SHARED SERVICE AGREEMENTS

- A. Hillsborough may, in its sole discretion, enter into agreements with other municipalities for the use of its court facilities and personnel on such terms as Hillsborough deems appropriate.

ARTICLE IX - UNIFORM SHARED SERVICES AND CONSOLIDATION ACT

- A. The governing bodies of Hillsborough and Montgomery are authorized to enter into this Agreement with each other pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. in accordance with the terms of that Act.

ARTICLE X - MISCELLANEOUS

- A. Whenever, pursuant to the terms of this Agreement, written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been sufficiently 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:

Hillsborough: Clerk of Township of Hillsborough
379 South Branch Road
Hillsborough, New Jersey 08844

Montgomery: Clerk of Township of Montgomery
2261 Van Horne Road
Belle Mead, New Jersey 08502.

- B. 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 or amend it to forbid such Agreements, all other sections of the Agreement shall remain in full force and effect.
- C. This Agreement may be modified from time-to-time by mutual agreement and authorizing resolutions of the respective municipalities.

ARTICLE XI - COOPERATION

- A. Hillsborough and Montgomery 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.

ARTICLE XII - GRANTS

A. Should the Shared Municipal Court be the beneficiary of any grants, the proceeds of said grants shall be the property of Hillsborough.

ARTICLE XIII - COMPLETE AGREEMENT

A. This Agreement contains the complete understanding as to the operation of the Shared Municipal Court between Hillsborough and Montgomery 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, Hillsborough and Montgomery indicate that they have carefully read and understand the terms of this Agreement, enter into this Agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.


IN WITNESS WHEREOF, the Township of Hillsborough and the Township of Montgomery have caused this Amended Shared Services Agreement to be executed by their duly authorized representatives to be effective as of January 1, 2016.

Attest:



Pamela Borek, Clerk

TOWNSHIP OF HILLSBOROUGH

By: 

~~Doug Tomson, Mayor~~
Frank DelCore, Mayor

Attest:



Donna Kukla, Clerk

TOWNSHIP OF MONTGOMERY

By: 

Patricia Graham, Mayor