

INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF NEWTON
AND
GREEN TOWNSHIP
FOR THE CONSOLIDATION OF THEIR MUNICIPAL COURTS

THIS AGREEMENT, made on this 8th day of December, 2014, by and between the Town of Newton, a municipal corporation in the County of Sussex, State of New Jersey, with offices at 39 Trinity Street, Newton, New Jersey 07860, hereinafter referred to as “Newton” and Green Township, a municipal corporation in the County of Sussex, State of New Jersey, with offices at 150 Kennedy Road, Tranquility, New Jersey 07879, hereinafter referred to as “Green”;

WHEREAS, Newton and Green each have independent municipal courts; and

WHEREAS, for the purposes of economy and efficiency, Newton and Green believe it is in each of their respective interests to consolidate the operations, including the daily functions and court sessions of both municipalities’ courts to one location; and

WHEREAS, in an effort to achieve an efficient and economically beneficial court system, Newton and Green wish to mutually appoint certain positions within the municipal court system and share costs for certain other expenses; and

WHEREAS, Newton and Green each desire to maintain their respective municipal courts and not create a “Joint Municipal Court” as defined in N.J.S.A. 2B:12-1(b); and

WHEREAS, N.J.S.A. 2B:12-1(c) expressly provides that two or more municipalities, by ordinance or resolutions, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint the same persons and judges and administrators without establishing a joint municipal court; and

WHEREAS, where municipal courts share facilities in such a manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1, the Uniform Shared Services and Consolidation Act, Newton and Green are empowered to enter into an agreement to provide for the sharing of said municipal court services.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties set forth herein, Newton and Green agree as follows:

I. Scope of Agreement

Newton and Green agree to provide for the consolidated operation of each municipality's independent municipal court and the provisions set forth below shall govern each parties' responsibilities for the provision of said services. Furthermore, the following shall be applicable to this Agreement:

- A. The recital clauses set forth hereinabove are hereby made an integral part of this Agreement.
- B. This Agreement is being made pursuant to Uniform Shared Services and Consolidation Act N.J.S.A.40A:65-1, wherein any municipality may enter into an Agreement to perform any service for any other municipality as allowed by law.
- C. Wherein this Agreement the terms "party", "parties", "municipality", or "municipalities" are used, the use of such terms are to be interchangeable and specifically refer to Green Township and the Town of Newton.

II. When Effective

Within thirty (30) days of the date of the execution and ratification of this Agreement, Newton and Green shall adopt a resolution or ordinance to create the Shared Court pursuant to N.J.S.A. 2B:12-1(c). The actual operation of the Shared Court shall commence on January 1, 2015 or as soon thereafter as the authorizing resolutions and/or ordinances become effective.

III. Sites of Municipal Courts

The parties agree that the daily operations and court sessions of the Green Municipal Court and the Newton Municipal Court will be hereinafter conducted in facilities located within the Town of Newton Municipal Building.

IV. Judicial, Prosecutorial, and Public Defender Appointments

A. The parties agree that one individual Judge shall preside in both the Newton Municipal Court and the Green Municipal Court. Upon the execution and ratification of this Agreement, the parties shall appoint the Municipal Court Judge of the Newton Municipal Court as the Judge of both Municipal Courts in accordance with the procedures established by law. Green shall take all necessary steps as required by law to appoint the Judge of the Newton Municipal Court as the Judge of the Green Municipal Court within thirty (30) days of the execution and ratification of this Agreement. The parties further agree that any subsequent appointment for the position of Municipal Court Judge when a vacancy occurs (other than the expiration of the term of any appointment) shall be for a single Judge to preside over each municipality's respective Municipal Court. Subsequent appointments shall be made by the Town of Newton Governing Body after consultation with the Green Township Governing Body. Following the procedure set forth earlier in this paragraph, Green shall take all necessary steps as required by law to appoint the Judge of the Newton Municipal Court as the Judge of the Green Municipal Court within thirty (30) days of each successive appointment.

- B. The parties agree that one individual Prosecutor shall prosecute for both the Green Municipal Court and the Newton Municipal Court. Upon the execution and ratification of this Agreement, the Newton Municipal Court Prosecutor shall be appointed by the parties as the Municipal Court Prosecutor for each municipality. Green shall take all necessary steps as required by law to appoint the Prosecutor of the Newton Municipal Court as the Prosecutor of the Green Municipal Court within thirty (30) days of the execution and ratification of this Agreement. The parties further agree that any subsequent appointment for the position of Municipal Court Prosecutor when a vacancy occurs (other than the expiration of the term of any appointment) shall be for a single Prosecutor to represent the State in each municipality's respective Municipal Court. Subsequent appointments shall be made by the Town of Newton Governing Body after consultation with the Green Township Governing Body. Following the procedure set forth earlier in this paragraph, Green shall take all necessary steps as required by law to appoint the Prosecutor of the Newton Municipal Court as the Prosecutor of the Green Municipal Court within thirty (30) days of each successive appointment. The parties further agree that one alternate Prosecutor shall be chosen by Newton to serve each Municipal Court upon the execution and ratification of this Agreement.
- C. The parties agree that one individual Public Defender shall provide public defense services for both the Green Municipal Court and the Newton Municipal Court. Upon the execution and ratification of this agreement, the Newton Municipal Court Public Defender shall be appointed by the parties as the Municipal Court Public Defender for each municipality. Green shall take all necessary steps as required by law to appoint the Public Defender of the Newton Municipal Court as the Public Defender of the Green Municipal Court within thirty (30) days of the execution and ratification of this Agreement. The parties further agree that any subsequent appointment for the position of Municipal Court Public Defender when a vacancy occurs (other than the expiration of the term of any appointment) shall be for a single Public Defender to represent indigents in each municipality's respective Municipal Court. Subsequent appointments shall be made by the Town of Newton Governing Body after consultation with the Green Township

Governing Body. Following the procedure set forth earlier in this paragraph, Green shall take all necessary steps as required by law to appoint the Public Defender of the Newton Municipal Court as the Public Defender of the Green Municipal Court within thirty (30) days of each successive appointment. The parties further agree that one alternate Public Defender shall be chosen by Newton to serve each Municipal Court upon the execution and ratification of this Agreement.

V. **Court Administration**

The parties agree that one individual Court Administrator shall be the Court Administrator for both the Green Municipal Court and the Newton Municipal Court. Upon the execution and ratification of this Agreement, the Newton Municipal Court Administrator shall be appointed by the parties as the Municipal Court Administrator for each municipality. Green shall take all necessary steps as required by law to appoint the Court Administrator of the Newton Municipal Court as the Court Administrator of the Green Municipal Court within thirty (30) days of the execution and ratification of this Agreement. The parties further agree that any subsequent appointment for the position of Court Administrator when a vacancy occurs shall be for a single Court Administrator to administer each municipality's respective Municipal Court. Subsequent appointments shall be made with the mutual consent of each party to this Agreement as to the individual appointed to the position. The parties further agree that Green shall also appoint Newton's Deputy Court Administrator as the Deputy Court Administrator for the Green Municipal Court. Subsequent appointments shall be made with the mutual consent of each party to this Agreement as to the individual appointed to the position. The parties agree that any appointment made for the position of Court Administrator shall conform to the requirements of N.J.S.A. 2B:12-11.

The Court Administrator and Deputy Court Administrator for the Town of Newton are both full-time employees of the Town of Newton. All compensation for said employees shall be handled by the Town of Newton. Any changes in staffing shall follow Rule 1:34-3.

VI. Costs

Green shall pay to Newton the sum of \$40,000.00 per annum for Newton's operation of the Green Municipal Court in Newton's facilities. Green's annual \$40,000.00 payment shall be paid to Newton in quarterly installments of \$10,000 on the 1st of February, May, August and November of each year of this Agreement, in accordance with Green's normal payment procedure. For purposes of effecting this Agreement, in the event it is so required by any law, Green shall pay a nominal \$1.00 yearly salary to the Municipal Court Judge, Prosecutor, Court Administrator or Deputy Court Administrator.

There shall be no increase in the annual payment during the first two years of this Agreement. There shall be a compounded two percent (2.0%) increase in the third, fourth, and fifth years of the Agreement. This payment shall be in consideration of all of Newton's costs to operate Green's Municipal Court in Newton's facilities, including, but not limited to the payment of all salaries, benefits and fees for the Judge, Prosecutor, Public Defender, Court Administrator, Deputy Court Administrator, court security personnel, and any other personnel required for the Court.

The annual payment does not include the cost of transportation of prisoners from the Sussex County Correctional Facility to and from Court. Green is responsible for any and all costs associated with said transportation and shall make separate arrangements with the Sussex County Sheriff's Office or other agency for same. If Green is in need of utilizing the Newton Police Department for any transportation of prisoners from the Sussex County Correctional Facility to and from Court, said transportation shall be at a rate of \$100 per hour, per officer. A separate payment of \$4,000 shall be paid by Green to a dedicated Newton Police Department escrow account in quarterly installments of \$1,000 on the 1st of February, May, August and November of each year of this Agreement, in accordance with Green's normal payment procedure.

Notwithstanding the above, in the event that at any time the escrow account balance falls below \$250.00, Newton shall notify Green that the escrow account must be replenished. Green shall make such deposit as is necessary to bring the escrow account balance back to \$250.00 within 7 days of notification by Newton. Green shall be responsible for payment in full for all police officer costs associated with transportation of prisoners for Green irrespective of whether those costs exceed the escrow deposits.

In the event any special sessions are required to handle pending Green cases, Green will reimburse Newton the costs of the Judge, Prosecutor, Public Defender, Court Administrator, Deputy Court Administrator, court security personnel, Newton Police Department, and any other personnel required for the Court for said special sessions.

Green shall be responsible for the proper destruction of any files prior to the moving of any Green files to Newton, according to any applicable retention schedules. Green shall be responsible for the moving of all Green files to Newton by Green staff at a cost to be solely borne by Green.

VII. Revenues

Except for Public Defender application fees (which are paid directly to the Public Defender), the revenues generated by the Newton Municipal Court and the Green Municipal Court shall remain the sole and exclusive property of each of the parties hereto. Newton shall remit to Green each month all of the net revenue of the Green Municipal Court collected by the Newton Municipal Court, in accordance with Newton's normal payment procedure. "Net Revenue" shall be defined to mean all of the remaining revenue of the Green Municipal Court after Newton remits to the County and State those portions of the gross revenue so required to be remitted by law.

Newton shall retain all Public Defender application fees paid by indigent defendants in the Green Municipal Court, which Newton shall utilize to compensate the Newton Public Defender for representing Green indigent defendants.

VIII. Court Officer

Newton shall provide at least one of its uniformed Police Officers at its sole cost and expense to be the Court Officer for each scheduled Green Municipal Court session.

IX. Municipal Court Scheduling

Newton's Municipal Court shall be solely responsible for the scheduling of each party's Municipal Court operations and sessions, which shall be scheduled to avoid conflict with other official meetings and activities of the Town of Newton and its related agencies. Green Municipal Court matters shall be heard and scheduled the same day as Newton Municipal Court matters unless the Judge determines it is in the best interest of efficient Court operations to modify said schedule.

X. Court Names and Titles

The parties to this Agreement agree their respective Municipal Courts shall retain the current names and titles, specifically, the Municipal Court of Green Township and the Municipal Court of the Town of Newton and such names will continue to appear on each court's specific captions and process.

XI. Non-Merger of Civil Service Operations

The parties hereby acknowledge that their respective Municipal Courts are not merging or becoming a "joint" court by operation of this Agreement. The parties further acknowledge that each party may separately operate pursuant to N.J.S.A. 11A:1-1 et seq., however each party expressly deems and intends that the provisions of N.J.S.A. 11A:9-8 and N.J.A.C. 4A:9-1.2 shall not apply to either party not operating pursuant to N.J.S.A. 11A:1-1 et seq., that party's employees, or that party's personnel as contemplated hereunder. The parties further agree that should any court, forum, or arbitrator of competent jurisdiction determine or deem that, as a result of this Agreement, the provisions of N.J.S.A. 11A:1-1 et seq. or N.J.A.C. 4A:1-1 et seq. shall be operative against any party to this Agreement that does not voluntarily operate pursuant to the provisions of N.J.S.A. 11A:1-1 et seq. and N.J.A.C. 4A:1-1 et seq., this Agreement may be immediately terminable by either party.

XII. Periodic Review

During the course of this Agreement, Newton and Green agree they shall meet at a mutually convenient location to review the continued efficient operation of the Shared Court. During the first twelve (12) months of this Agreement, they shall meet quarterly to review the operation of the Shared Court to ensure the continued efficient operation of the Shared Court. After the first year of operation of the Shared Court, the parties agree the meetings to review the continued efficient operation of the Shared Court shall occur every six (6) months.

XIII. Severability

If any section, provision or part of this Agreement shall be held invalid or unenforceable in any Court of competent jurisdiction, the same shall not affect the other sections, provisions, or parts of this Agreement, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion hereof.

XIV. Disputes

The parties agree that all claims, demands, disputes, differences, controversies and misunderstandings arising under, out of, in connection with, or in relation to this Agreement may be submitted to mediation before either party may cancel this Agreement or take any other action hereunder. If mediation is agreed upon, the parties shall mutually share all fees and expenses of the mediation, not including counsel fees and witness fees incurred by each party for its own benefit.

XV. Termination

This Agreement shall be for a term of five (5) years, upon the expiration of which, this Agreement shall renew automatically and continue year to year unless terminated in accordance with the terms of this Agreement. This Agreement may be terminated by either party upon 185 days written notice to the other party. In the event this agreement is terminated, Green Township shall be responsible for any employee related cost for extra personnel hired as a result of this Agreement, such as unemployment contributions if the employee was laid off.

In the event this agreement is terminated. Green Township shall additionally be responsible for the transfer of all remaining Green files to the Green Township Court at a cost to be solely borne by Green within 30 days before the effective date of termination of the Newton-Green Shared Court.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and caused these presents to be signed by their proper corporate officers, and, so as to make this document's authenticity the greater and its attestation the fuller, said parties have further caused their proper corporate seals to be hereto affixed, the day and year first above written.

TOWN OF NEWTON

Witness:

(Seal) Lorraine A. Read
Lorraine A. Read, RMC, Municipal Clerk

E. Kevin Elvidge
E. Kevin Elvidge, Mayor

Date:

12-8-2014

GREEN TOWNSHIP

Witness:

(Seal) Linda Peralta
Linda Peralta, RMC, Municipal Clerk

Daniel C. Conkling
Daniel C. Conkling, Mayor

Date:

12/5/2014