

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Bethlehem Township COUNTY: Hunterdon

RECIPIENT: Glen Gardner Borough COUNTY: Hunterdon

BRIEF DESCRIPTION OF SERVICE:

SHARED SERVICES AGREEMENT FOR  
MUNICIPAL COURT

EFFECTIVE DATE: JANUARY 1, 2013

EXPIRATION DATE: DECEMBER 31, 2017

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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.

**SHARED SERVICES AGREEMENT FOR  
MUNICIPAL COURT FOR FIVE YEAR PERIOD  
COMMENCING JANUARY 1, 2013 AND  
ENDING DECEMBER 31, 2017**

**THIS AGREEMENT BETWEEN**

**TOWNSHIP OF BETHLEHEM and BOROUGH OF BLOOMSBURY** on behalf of the Joint Municipal Court of the Township of Bethlehem and Borough of Bloomsbury, whose respective municipal corporations are located at 405 Mine Road, Asbury, New Jersey 08802 and 91 Brunswick Avenue, Bloomsbury, New Jersey 08804; hereinafter referred to as the "Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court" or collectively as the "Joint Municipal Court"

AND

**BOROUGH OF GLEN GARDNER**, a municipal corporation of the State of New Jersey, whose address is 83 Main Street, P.O. Box 307, Glen Gardner, New Jersey 08826, hereinafter referred to as the "Borough."

**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 joint 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 jointly share services for courtrooms, chambers, equipment, supplies, and employees for their municipal courts and agree to appoint the same employees including, but not limited to, municipal judges, court administrators, prosecutors, public defenders and security personnel without establishing a joint municipal court; and

**WHEREAS**, pursuant to N.J.S.A. 2B:12-1(b), the Township of Bethlehem and the Borough of Bloomsbury each adopted the appropriate Ordinances authorizing the formation of a joint municipal court, and by appropriate agreement the Township of Bethlehem and the Borough of Bloomsbury have established a joint municipal court; and

**WHEREAS**, the Borough wishes to enter into a shared service agreement with the Joint Municipal Court for the provision and sharing of facilities, personnel, and services of the Joint Municipal Court; and

**WHEREAS**, pursuant to N.J.S.A. 2B:12-2(c), the Borough adopted the appropriate Resolution authorizing the sharing of facilities, services, and personnel of the Joint Municipal

Court, including its municipal judge, court administrator and security personnel; as well as the prosecutor and public defender who are salaried by Bethlehem Township; and

**NOW THEREFORE**, in consideration of the mutual covenants, agreements and considerations contained herein, Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court and the Borough, do hereby mutually agree as follows:

**ARTICLE I — SCOPE OF SERVICES:**

- A. Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court agree to provide those facilities and services necessary for the operation of the Borough municipal court including but not limited to providing the following: courtroom, chambers, office space, equipment, supplies and employees. The Borough shall provide Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court with compensation on a quarterly basis for services rendered hereunder as provided in Article III below.
- B. Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court and the Borough agree to utilize the existing facility of the Joint Municipal Court which is located at 405 Mine Road, Asbury, New Jersey 08802, for the conduct of all activities related to the operation of the Borough municipal court.
- C. Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court shall provide and be responsible for the selection and appointment of the municipal court judge, court administrator, and security personnel of the Glen Gardner municipal court, each of whom shall provide their services to the Joint Municipal Court and the Borough municipal court. The prosecutor and public defender utilized by the Joint Municipal Court shall also provide their services to the Borough municipal court.
- D. Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court shall ensure that the compensation of the municipal court judge, court administrator, prosecutor and public defender and all other personnel of the Borough municipal court shall be fixed by a salary ordinance, professional services contract or collective bargaining 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 Judiciary.
- E. Shared municipal court sessions and the hours of the court administrator shall be established pursuant to Court Rule 1:30-3 by the Joint Municipal Court in consultation with the Assignment Judge, Joint Court Committee, Township of Bethlehem Governing Body, Municipal Court Judge and Municipal Court Administrator.
- F. Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court and the Borough 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. 2E112-1, et seq., its amendments and supplements. The Joint Municipal Court 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 Joint Municipal Court and Borough municipal court shall continue to be expressed in the captions of orders and process. The courtroom and sessions of the Borough municipal court shall be held in the facilities of the Joint Municipal Court. All records, revenues, fees and fines of the Joint Municipal Court and the Borough municipal court shall be administered, reported, deposited and audited separately. The Joint Municipal Court shall determine the appropriate signs for the Borough municipal court. The Joint Municipal Court shall determine the appropriate stationery for the Borough municipal court.

## **ARTICLE II — TERM OF CONTRACT**

This Agreement shall commence on **January 1, 2013** or upon the approval of this Agreement by the Assignment Judge, Joint Court Committee, Township of Bethlehem Governing Body, Borough of Bloomsbury Governing Body, and Borough of Glen Gardner Governing Body, whichever is later, and shall remain in effect until **December 31, 2017**.

There shall be no automatic renewals or extensions. If the parties wish to renew, extend, or otherwise modify this Agreement, the parties' respective governing bodies must provide written authorization. For renewal requests, written notice shall be forwarded to the other party's Municipal Clerk for consideration by **October 1, 2016** in accordance with Article XI.A herein.

## **ARTICLE III - PAYMENT BY THE BOROUGH**

- A. Subject to Article III C, the Borough shall pay to the Joint Municipal Court an Annual Service Charge in the amount of \$37,000 for all services and facilities provided under this Agreement.
- B. The Borough shall pay the Annual Service Charge in quarterly installments to the Joint Municipal Court on or before the following dates: **April 1, June 1, September 1 and December 1**.
- C. At the end of each year the Joint Municipal Court shall review all revenue and expenses and may, in its sole discretion, increase the Annual Service Fee in amount not to exceed 3% per annum for the following contract year.

## **ARTICLE IV - MUNICIPAL COURT PERSONNEL**

Subject to Article I D., Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court agree to adopt, by way of appropriate salary ordinance, professional services

agreement or collective bargaining agreement, compensation for the following shared municipal court positions: (1) municipal court Judge and (2) municipal court administrator. Bethlehem Township and Bloomsbury Borough agree to salary the municipal prosecutor and public defender.

#### **ARTICLE V - REVENUE**

Beginning **January 1, 2013**, the Joint Municipal Court agrees to collect, where applicable, court-related revenues for the Borough municipal court. For purposes of depositing Borough revenues, the Joint Municipal Court will establish a separate Borough municipal court account in a bank to be identified by the Joint Municipal Court, which shall be the same bank in which the Joint Municipal Court revenues are deposited. All deposits shall be made and revenues recorded by Joint Municipal Court personnel and reported in accordance with all applicable federal, state, local, Judiciary and audit laws, standards, or guidelines. The Court Administrator shall provide the Borough with semi-annual reports identifying all revenue received and deposited in the Borough's municipal court account. The Joint Municipal Court and the Borough agrees that revenues deposited in the Borough's municipal court account shall be disbursed monthly by the Court Administrator to the Borough in accordance and compliance with the procedures and guidelines set forth by the Judiciary.

#### **ARTICLE VI — RECORDS**

- A. All Borough records shall be maintained separately from the records of the Joint Municipal Court. All records are confidential unless otherwise determined by State law, and access will only be given to authorized Court staff or Judiciary personnel in accordance with applicable State laws or Judiciary guidelines.
- B. The Borough shall transfer or deliver to the Joint Municipal Court all municipal court matters to be adjudicated by the Borough municipal court arising on or after the effective date of this Agreement.
- C. No municipal court matters issued prior to the effective date of this Agreement will be adjudicated by the Borough municipal court and will remain the responsibility of the Municipal Court of North Hunterdon, unless otherwise directed by the Judiciary.

#### **ARTICLE VII — BOOKS AND AUDITS**

The court administrator shall keep separate records and bank accounts for the Joint Municipal Court and the Borough municipal court. Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court shall arrange and pay for a yearly audit of the books of the Joint Municipal Court and the Borough municipal court, which audits shall be prepared generally in accordance with the requirements of the Local Fiscal Affairs Law, N.J.S.A. 40A15-1, et seq. Full accounting records of the previous year's shared municipal court operations shall be made available and forwarded to the Borough no later than June 30th of each year.

## **ARTICLE VIII — INSURANCE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Insurance coverage shall be obtained by Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court that protects the Joint Municipal Court and Borough 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 Joint Municipal Court cases or Borough cases. The coverage may be provided either through policies issued to the members and/or through additional policies issued to the Joint Municipal Court. All Shared Municipal Court employees will be considered employees of Joint Municipal Court for the purposes of Worker's Compensation.

Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court shall continue to provide liability insurance which protects the Joint Municipal Court's employees and/or facilities.

The parties to this Agreement recognize that the shared municipal court employees are exclusively the employees of the Joint Municipal Court. Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court 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. Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court

Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court shall either obtain, pay for or reimburse the Borough for the statutory bond for the Borough's municipal court judge and administrator, whichever is least expensive.

## **ARTICLE IX - ADDITIONAL PARTIES**

Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court may, in their sole discretion, enter into agreements with other municipalities for the use of its Municipal Court facilities and personnel on such terms as the Joint Municipal Court deems appropriate.

## **ARTICLE X — UNIFORM SHARED SERVICES AND CONSOLIDATION ACT**

Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court and the Borough 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 XI — 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 delivered in one of the following forms: (1) by personal delivery or (2) by certified mail with return receipt requested or (3) by regular mail and facsimile or (4) by regular mail and email, and addressed to the appropriate Municipal Clerk as set forth below:

Joint Municipal Court:                      Court Administrator  
Municipal Building  
405 Mine Road  
Asbury, New Jersey 08802

Glen Gardner:                                      Municipal Clerk  
Borough of Glen Gardner  
Municipal Building  
83 Main Street  
P.O. Box 307  
Glen Gardner, New Jersey 08826

Bethlehem:    Municipal Clerk  
Township of Bethlehem  
Municipal Building  
405 Mine Road  
Asbury, New Jersey 08802

Bloomsbury:    Municipal Clerk  
Borough of Bloomsbury  
Municipal Building  
91 Brunswick Avenue  
Bloomsbury, New Jersey 08804

- 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.
- D. This Agreement may be executed in two or more counterparts, each of which when executed and delivered as prescribed shall constitute an original, but all of which taken

together shall constitute one agreement. This Agreement can be executed and legally delivered by facsimile by one party to the other party or the other party's legal counsel, provided the party so delivering the Agreement sends at least two (2) originally executed counterparts via overnight delivery service for delivery not later than the second business day thereafter.

- E. This Agreement is contingent and subject to the approval of the Assignment Judge, Joint Court Committee, Township of Bethlehem Governing Body, Borough of Bloomsbury Governing Body, and the Borough of Glen Gardner Governing Body

#### **ARTICLE XXI — COMPLETE AGREEMENT**

This Agreement contains the complete understanding as to the operation of the shared municipal court between Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court and the Borough 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, Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court and the Borough 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**, Bethlehem Township and Bloomsbury Borough on behalf of the Joint Municipal Court and the Borough of Glen Gardner have caused this Shared Services Agreement to be executed by their duly authorized representatives as of the day and year first written above.

**[Signatures on following page]**



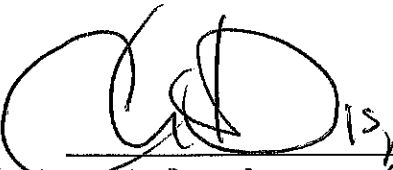
ATTEST:

BOROUGH OF GLEN GARDNER

\_\_\_\_\_

BY: \_\_\_\_\_

TOWNSHIP OF BETHLEHEM

  
CHRISTINE DISPENZA, RMC  
MUNICIPAL CLERK

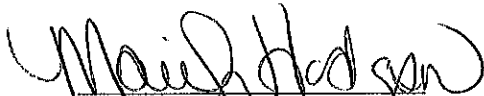
BY:  \_\_\_\_\_

BOROUGH OF BLOOMSBURY

\_\_\_\_\_

BY: \_\_\_\_\_

ATTEST:

  
Marilyn Hodgson, RMC

BOROUGH OF GLEN GARDNER

BY:   
Stanley Kovach, Mayor

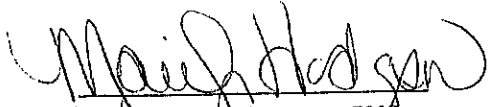
TOWNSHIP OF BETHLEHEM

BY: \_\_\_\_\_

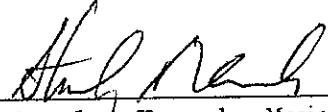
BOROUGH OF BLOOMSBURY

BY: \_\_\_\_\_

ATTEST:

  
Marilyn Hodgson, RMO

BOROUGH OF GLEN GARDNER

BY:   
Stanley Kovach, Mayor

TOWNSHIP OF BETHLEHEM

BY: \_\_\_\_\_

BOROUGH OF BLOOMSBURY

BY: \_\_\_\_\_