

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Andover Twp COUNTY: Sussex

RECIPIENT: Hampton Twp COUNTY: Sussex

BRIEF DESCRIPTION OF SERVICE:

Joint Court Services

EFFECTIVE DATE: 1/1/2015

EXPIRATION DATE: 12/31/2019

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.

AGREEMENT FOR INTER-MUNICIPALITY COURT FOR THE MUNICIPALITIES OF ANDOVER TOWNSHIP, HAMPTON TOWNSHIP, FREDON TOWNSHIP, BYRAM TOWNSHIP AND ANDOVER BOROUGH

THIS AGREEMENT, made this 23rd day of October, 2014, by and between:

TOWNSHIP OF ANDOVER, a municipal corporation of the State of New Jersey with offices located at 134 Newton Sparta Road, Newton, NJ;

TOWNSHIP OF HAMPTON, a municipal corporation of the State of New Jersey with offices located at 1 Rumsey Way, Newton, NJ; and

TOWNSHIP OF FREDON, a municipal corporation of the State of New Jersey with offices located at 443 Route 94, Newton, NJ; and

BOROUGH OF ANDOVER, a municipal corporation of the State of New Jersey with offices located at 137 Main Street, Andover, NJ; and

TOWNSHIP OF BYRAM, a municipal corporation of the State of New Jersey with offices located at 10 Mansfield Drive, Byram Township, NJ.

WHEREAS, currently Andover Township has its own municipal court; and

WHEREAS, Hampton Township, Fredon Township and Andover Borough have a joint municipal court with Green Township; and

WHEREAS, Byram Township has its own municipal court; and

WHEREAS, Hampton Township, Fredon Township and Andover Borough have expressed a desire to withdraw from their current joint municipal court arrangement; and

WHEREAS, Byram Township no longer desires to maintain its own municipal court; and

WHEREAS, Andover Township, Hampton Township, Fredon Township, the Borough of Andover and Byram Township (hereinafter the "Municipalities") have indicated a willingness to form a joint municipal court; and

WHEREAS, N.J.S.A. 2B:12-1(b) authorizes two (2) or more municipalities, by ordinance, to enter into an agreement establishing a single joint municipal court and providing for its administration; and

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WHEREAS, N.J.S.A. 40A:65-1 et seq., empowers municipalities to enter into Shared Services Agreements; and

WHEREAS, the Municipalities desire to enter into this Shared Service Agreement pursuant to the authority of N.J.S.A. 40A:65-1 et seq., to create a joint municipal court pursuant to N.J.S.A. 2B:12-1 et seq.; and

WHEREAS, the Municipalities have each adopted a Resolution pursuant to N.J.S.A. 40A:65-1 et seq., authorizing the entry into this Agreement.

NOW, THEREFORE, Andover Township, Hampton Township, Fredon Township, Andover Borough and Byram Township agree as follows:

1. The Municipalities agree to the formation, establishment and administration of a joint municipal court to serve the Municipalities, pursuant to N.J.S.A. 2B:12-1 et seq.
2. The joint municipal court to be established pursuant to this agreement will be known as "Andover Joint Municipal Court ~~of Andover~~ (Andover, Hampton, Fredon and Byram Townships and Andover Borough)" (hereinafter "Joint Municipal Court").
A.Y. KA
3. The Andover Joint Municipal Court ~~of Andover~~, will have a seal bearing the name of the court.
A.Y., KA
4. The court will have such jurisdiction as is now, or will hereafter be confirmed upon it by the laws and Court Rules of the State of New Jersey, and the practice and procedure of the court shall be governed by the laws in such case made and provided in such rules as the Supreme Court will promulgate and make applicable to the court.

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5. The Joint Municipal Court will have one judge who will be known as the judge of the Andover Joint Municipal Court ~~of Andover~~. Gubernatorial appointment of the judge will be made pursuant to ^{RY KA} N.J.S.A. 2B:12-4(b). Until such time as the Gubernatorial appointment is finalized, the Assignment Judge of Morris/Sussex Vicinage may appoint the judge of the joint Municipal Court. The Municipalities unanimously recommend that the Honorable James G. Devine be appointed as judge of the Andover Joint Municipal Court ~~of Andover~~. The salary of the judge shall be fixed by the governing body of Andover Township, which salary will be evidenced by an ordinance or resolution.

6. The Joint Municipal Court will have a court administrator and such other necessary court personnel as determined by the governing body of Andover Township with the approval of the Assignment Judge. There will be at least an additional two (2) court personnel members; one (1) full time and one (1) part time. The salary of the court administrator and other court personnel will be fixed by the governing body of Andover Township.

7. The Joint Municipal Court will be located at the Andover Township Municipal Building (hereinafter "Court Facility"). The Township of Andover will make available for the court: a courtroom, chambers, offices, equipment and supplies for the judge and support personnel of the court and court security.

8. Initially, there shall be six (6) sessions of the Joint Municipal Court as follows: 10:00 am session on the second Tuesday of each month; 6:00 pm session on the second Thursday of each month; 1:30 pm and 6:00 pm sessions on the third Wednesday

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of each month; 1:30 pm and 6:00 pm sessions on the fourth Thursday of each month. Special court sessions will be added as necessary.

9. It will be the sole responsibility of Andover Township to conduct the open recruitment process, in accordance with Rule 1:34-3(a), for any additional court personnel that are required in order to support the Joint Municipal Court. The hiring process will be conducted in accordance with the provisions of R. 1:34-3. It is understood by the Municipalities that in accordance with R. 1:34-3 the interview panel may contain two (2) representatives from Andover Township, not members of the police department.

10. Transport of prisoners from Fredon, Hampton and Byram Townships and Andover Borough to the Joint Municipal Court will be the responsibility of the New Jersey State Police or the local police department, whichever is appropriate for each of those municipalities. The Andover Township Police Department will transport the Andover Township prisoners. Andover Township is researching the use of video conferencing services between the jail and the court in order to avoid or defray the costs, and other logistical issues, associated with prisoner transport.

11. Costs for any improvements to the existing Court Facility that are required to render the Court Facility in compliance with state or Assignment Judge mandates shall be paid for equally by the Municipalities.

12. Hampton Township's contribution toward the cost of the Court Facility, judge, prosecutor, public defender and support staff and overhead shall be \$93,000.00 annually, payable on a quarterly basis. Payable on February 15, May 15, August 15 and

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November 15 of each year during the term of this Agreement. At the discretion of Andover Township, the contribution amount by Hampton Township may increase up to 2% in each of the years of this agreement. The quarterly payments shall be adjusted based upon the annual increases set forth herein.

13. Fredon Township's contribution toward the cost of the Court Facility, judge, prosecutor, public defender and support staff and overhead shall be \$23,000 annually payable on a quarterly basis. Payable on February 15, May 15, August 15 and November 15 of each year during the term of this Agreement. At the discretion of Andover Township, the contribution amount by Fredon Township may increase up to 2% in each of the years of this Agreement. The quarterly payments shall be adjusted based upon the annual increases set forth herein.

14. Andover Borough's contribution toward the cost of the Court Facility, judge, prosecutor, public defender and support staff and overhead shall be \$25,000 annually payable on a quarterly basis. Payable on February 15, May 15, August 15 and November 15 of each year during the term of this Agreement. At the discretion of Andover Township, the contribution amount by the Borough of Andover may increase up to 2% in each of the years of this Agreement. The quarterly payments shall be adjusted based upon the annual increases set forth herein.

15. Byram Township's contribution toward the cost of the Court Facility, judge, prosecutor, public defender and support staff and overhead shall be \$125,000 annually payable on a quarterly basis. Payable on February 15, May 15, August 15 and November 15 of each year during the term of this Agreement. At the discretion of

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Andover Township, the contribution amount by Byram Township may increase up to 2% in each of the years of this Agreement. The quarterly payments shall be adjusted based upon the annual increases set forth herein.

16. This Agreement may be terminated by any of the Municipalities effective no sooner than January 1, 2020. If a municipality determines it must terminate this Agreement pursuant to this section, it shall provide written notice of termination to the other participating Municipalities by personal delivery, confirmed fax and/or confirmed email at least 180 days prior to January 1 of the next calendar year. Upon termination, any pending cases and/or cases which remain open as of the date of the termination shall continue to be processed and administered by host court, Andover Township.

17. The Term of this Agreement shall be five (5) years commencing January 1, 2015 and ending December 31, 2019 at which time the Municipalities may renegotiate this Agreement.

18. The quarterly payments due under the terms of this Agreement shall be made by ACH (Automated Clearing House) on the 15th day of the quarter. Each municipality shall provide a copy of its ACH Origination Agreement with its financial institution within fifteen (15) days of the execution of this Agreement.

19. To the extent that any revenues, costs or fines received by the Joint Municipal Court is receivable by a municipality (for example, but not by way of limitation, fines for violations of municipal ordinances) such revenue, cost or fine shall be the property of, and allocated and delivered to the individual municipality in which the

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violation, warrant, complaint or ticket was issued. Any such revenue due Hampton Fredon, Byram or Andover Borough shall be paid by Andover Township monthly.

20. Failure of any municipality to make payments as provided for herein or any other breach of this Agreement by any municipality which remains uncured more than thirty (30) days after written notice by the municipality asserting the breach to any other municipality, shall constitute a default under the terms of this Agreement.

21. The Municipalities agree to notify their general liability insurance carriers that the Municipalities will be maintaining a joint municipal court at the Andover Township Municipal Building and agree to obtain liability insurance in the name of the municipality for the conduct and accounts of the court located in Andover Township Municipal Building.

22. The Joint Municipal Court will have a prosecutor, conflict prosecutor, public defender and conflict public defender. The prosecutor and public defender will receive such salary and will serve for such term fixed by appointment by the governing body of Andover Township.

23. This Agreement will become effective only after adoption of a Resolution authorizing the execution of this Agreement and final adoption of an ordinance establishing the joint municipal court have been passed by the governing bodies of each of the Municipalities. Upon passage of the ordinances and full execution of the Agreement, this Agreement will be filed with the Administrative Director of Courts.

24. This Agreement represents the entire agreement amongst the Municipalities and cannot be changed or modified orally. This Agreement may be supplemented,

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amended or revised only by a writing which is signed by all of the Municipalities hereto, authorized by the governing bodies of the Municipalities hereto in accordance with applicable law, and approved by the Superior Court and Administrative Office of the Courts, if required.

25. If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

26. The Municipalities do hereby agree that each of them shall accept mediation to settle any dispute or questions which may arise amongst the Municipalities as to the interpretation of the terms of this Agreement.

27. The Municipalities acknowledge that this Agreement is contingent on each municipality's termination of the current Joint Municipal Court Agreement of which each is a member, where applicable.

28. The Municipalities acknowledge that this Agreement is contingent upon and subject to the approval of the Assignment Judge of the Superior Court, Morris and Sussex Vicinages and such other approvals as may be required by law.

29. The Municipalities acknowledge and agree that this Agreement may be executed in counterparts and that a facsimile signature is deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be executed the day and year first above written.

TOWNSHIP OF ANDOVER

ATTEST:

Vita Thompson, RMC, Clerk

Phil Boyce, Mayor

TOWNSHIP OF HAMPTON

ATTEST:

Kathleen Armstrong

Kathleen Armstrong, RMC, Clerk

Philip Yetter

Philip Yetter, Mayor

TOWNSHIP OF FREDON

ATTEST:

Joanne Charner, RMC, Clerk

Carl Lazzaro, Mayor

TOWNSHIP OF BYRAM

ATTEST:

Doris Flynn, RMC, Clerk

James Oscovitch, Mayor

BOROUGH OF ANDOVER

ATTEST:

Beth Brothman, RMC, Clerk

John A. Morgan, Mayor

IN WITNESS WHEREOF, the parties hereto have caused their presents to be executed the day and year first above written.

ATTEST:

Vita Thompson

Vita Thompson, RMC, Clerk

TOWNSHIP OF ANDOVER

Philip R. Boyce

Phil Boyce, Mayor

ATTEST:

Kathleen Armstrong, RMC, Clerk

TOWNSHIP OF HAMPTON

Philip Yetter, Mayor

ATTEST:

Joanne Charner, RMC, Clerk

TOWNSHIP OF FREDON

Carl Lazzaro, Mayor

ATTEST:

Doris Flynn, RMC, Clerk

TOWNSHIP OF BYRAM

James Oscovitch, Mayor

ATTEST:

Beth Brothman, RMC, Clerk

BOROUGH OF ANDOVER

John A. Morgan, Mayor

IN WITNESS WHEREOF, the parties hereto have caused their presents to be executed the day and year first above written.

ATTEST: **TOWNSHIP OF ANDOVER**

Vita Thompson, RMC, Clerk

Phil Boyce, Mayor

ATTEST: **TOWNSHIP OF HAMPTON**

Kathleen Armstrong, RMC, Clerk

Phil Yetter, Mayor

ATTEST: **TOWNSHIP OF FREDON**

Joanne Charner, RMC, Clerk

Carl Lazzaro, Mayor

ATTEST: **TOWNSHIP OF BYRAM**

Doris Flynn

Doris Flynn, RMC, Clerk

J. Oscovitch

James Oscovitch, Mayor

ATTEST: **BOROUGH OF ANDOVER**

Beth Brothman, RMC, Clerk

John A. Morgan, Mayor

IN WITNESS WHEREOF, the parties hereto have caused their presents to be executed the day and year first above written.

TOWNSHIP OF ANDOVER

ATTEST:

Vita Thompson, RMC, Clerk

Phil Boyce, Mayor

TOWNSHIP OF HAMPTON

ATTEST:

Kathleen Armstrong, RMC, Clerk

Philip Yetter, Mayor

TOWNSHIP OF FREDON

ATTEST:

Joanne Charner

Joanne Charner, RMC, Clerk

Carl Lazzare

Carl Lazzare, Mayor

TOWNSHIP OF BYRAM

ATTEST:

Doris Flynn, RMC, Clerk

James Oscovitch, Mayor

BOROUGH OF ANDOVER

ATTEST:

Beth Brothman, RMC, Clerk

John A. Morgan, Mayor

IN WITNESS WHEREOF, the parties hereto have caused their presents to be executed the day and year first above written.

ATTEST:

Vita Thompson, RMC, Clerk

TOWNSHIP OF ANDOVER

Phil Boyce, Mayor

ATTEST:

Kathleen Armstrong, RMC, Clerk

TOWNSHIP OF HAMPTON

Philip Yetter, Mayor

ATTEST:

Joanne Charner, RMC, Clerk

TOWNSHIP OF FREDON

Carl Lazzaro, Mayor

ATTEST:

Doris Flynn, RMC, Clerk

TOWNSHIP OF BYRAM

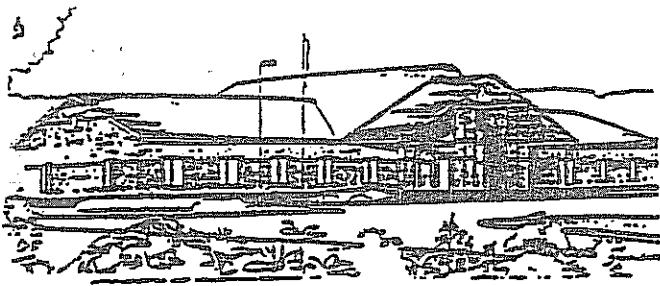
James Oscovitch, Mayor

ATTEST:


Beth Brothman, RMC, Clerk

BOROUGH OF ANDOVER


John A. Morgan, Mayor



TOWNSHIP OF HAMPTON

1 Rumsey Way
Newton, NJ 07860

P: 973-383-5570 • F: 973-383-8969

Eileen Klose
Township Administrator

Kathleen Armstrong, RMC
Township Clerk

HAMPTON TOWNSHIP RESOLUTION

BE IT RESOLVED that at their meeting held August 26, 2014 the Township Committee of the Township of Hampton authorized the township to enter into an agreement with the Township of Andover for the creation of a Joint Court.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the agreement as has been approved.

CERTIFICATION

I hereby certify that the above Resolution was adopted by the Township Committee at their regular meeting held August 26, 2014 at the Hampton Township Municipal Building, Baleville, Sussex County, New Jersey.

Date: 8/26/14


Kathleen Armstrong, RMC
Township Clerk