

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Little Ferry COUNTY: Bergen

RECIPIENT: Borough of Bogota COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

Borough of Little Ferry will provide Borough of
Bogota Municipal Court Services.

EFFECTIVE DATE: 1/1/17

EXPIRATION DATE: 12/31/19

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

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.

**BOROUGH OF LITTLE FERRY
RESOLUTION**

	Aye	Nay	Absent	Abstain	No Vote
Anzalone	X				
Henriquez	X				
Lanum	X				
Muller	X				
Sarlo	X				
Steinhilber	X				
Raguseo (Tie Only)					
Vote Total	6	0	0	0	0

DATE: December 16, 2016

RESOLUTION #: 374

MOTION BY: C/P Henriquez

SECOND BY: C/M Lanum

BM

**RE: SHARED SERVICES AGREEMENT WITH BOROUGH OF BOGOTA FOR
MUNICIPAL COURT SERVICES**

WHEREAS, an agreement providing for shared services among municipalities is permitted under *N.J.S.A. 40A:65-1 et seq.*, the "Uniform Shared Services and Consolidation Act"; and

WHEREAS, *N.J.S.A. 2B:12-1(c)* provides that two or more municipalities 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, *N.J.S.A. 2B:12-1(c)* further provides that where municipal courts share facilities, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

WHEREAS, the parties desire to share municipal court services and to set forth the administrative and financial responsibilities of each party for the shared court services; and

WHEREAS, the shared court is subject to approval by the Administrative Office of the Courts and the Vicinage Assignment Judge;


NOW, THEREFORE, IN CONSIDERATION of the promises, covenants, terms and conditions set forth, it is mutually **AGREED** as follows:

- This agreement shall be for approximately three (3) years, beginning January 1, 2017 and sun setting on December 31, 2019.
- At any point in time, by written notice, either party may request an extension or renegotiation of the terms
- Little Ferry 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 and employees, to serve as Bogota's Municipal Court.
- The Municipal Courts shall share facilities but the individual identities of the courts shall continue to be expressed in the caption orders and process.

- Each municipality shall appoint their own judge, prosecutor and public defender;
- Each municipality shall continue to appoint a Court Administrator, which shall be the existing Little Ferry Court Administrator and is hereby appointed by this Resolution. It will be the responsibility of Little Ferry to ensure the Court Administrator is certified and attends/obtains required CEUs.
- Each municipal court shall continue to maintain its own docket and filings, which shall exist separately in the ATS/ACS database.
- A complete set of financial records and separate reporting shall be maintained for each municipal court including any auditing requirements of the State of New Jersey or the Administrative Office of the Courts.
- Bogota shall pay Little Ferry the following four (4) quarterly installments for leasing of space and professional staff payable on or around the 20th of March, June, September and December. Annual payments shall be as follows:
 - \$69,900.00 in year 2017; \$71,298 in year 2018; and \$72,724.00 in year 2019, covering a period of 3 (three) years
- Little Ferry shall order supplies for operations of the Bogota court, including but not limited to: ticket books, interpretation services, etc. and shall seek reimbursement from Bogota on a quarterly basis. Little Ferry shall submit invoices to Bogota on or around the first of the month of March, June, September and December.
- Revenue shall be distributed to each municipality based on each municipality's own filings.
- Little Ferry Court shall coordinate with the Bogota Police Department to schedule hearings, proceedings, etc. to minimize overtime costs and to maintain a minimum staffing level as per the discretion of the Bogota Police Chief or his/her appointed designee. The Little Ferry Court will make every effort to coordinate with the Chief the schedule of the Court to ensure that Bogota residents receive maximum patrol as per the discretion of the Bogota Chief.
- Bogota authorizes Little Ferry to choose a depository of funds that is convenient for its operations and said depository shall be dually appointed and copies of all relevant paperwork shall be given to Bogota.
- Termination: Each municipality reserves the right to terminate this agreement. Termination must be done via Resolution of the governing body and provided no later than December 1 of the next court (calendar) year. In the event of criminal wrongdoing on the Little Ferry court, Bogota may immediately terminate the agreement.

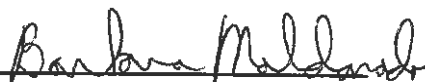
- Future changes to the agreement may be done, at the discretion of the governing bodies, by Memorandums of Agreement.

ATTEST:


Barbara Maldonado,
Borough Clerk


Mauro Raguseo, Mayor

I hereby certify the foregoing to be a true copy of a resolution adopted by the Mayor and Council at a meeting held on December 16, 2016.


Barbara Maldonado
Borough Clerk



COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
M. Connors	✓					
D. Fede	✓					
F. Miranda	✓					✓
J. Mitchell	✓				✓	
M. Murphy	✓					
T Napollatano	✓					

Shared Service Agreement with Borough of Little Ferry for Municipal Court Services

WHEREAS, an agreement providing for shared services among municipalities is permitted under N.J.S.A.40A:65-1 *et seq.*, the "Uniform Shared Services and Consolidation Act"; and

WHEREAS, N.J.S.A. 2B:12-1(c) provides that two or more municipalities 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, N.J.S.A. 2B:12-1(c) further provides that where municipal courts share facilities, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

WHEREAS, the parties desire to share municipal court services and to set forth the administrative and financial responsibilities of each party for the shared court services; and

WHEREAS, the shared court is subject to approval by the Administrative Office of the Courts and the Vicinage Assignment Judge;

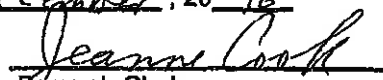
NOW, THEREFORE, IN CONSIDERATION of the promises, covenants, terms and conditions set forth, it is mutually AGREED as follows:

- This agreement shall be for approximately three (3) years, beginning January 1, 2017 and sun-setting on December 31, 2019.
- At any point in time, by written notice, either party may request an extension or renegotiation of the terms.
- Little Ferry 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 and employees, to serve as Bogota's Municipal Court.
- The Municipal Courts shall share facilities but the individual identities of the courts shall continue to be expressed in the caption orders and process.
- Each municipality shall appoint their own judge, prosecutor and public defender.
- Each municipality shall continue to appoint a Court Administrator, which shall be the existing Little Ferry Court Administrator and is hereby appointed by this Resolution. It will be the responsibility of Little Ferry to ensure the Court Administrator is certified and attends/obtains required CEUs.

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- Each municipal court shall continue to maintain its own docket and filings, which shall exist separately in the ATS/ACS database.
- A complete set of financial records and separate reporting shall be maintained for each municipal court including any auditing requirements of the State of New Jersey or the Administrative Office of the Courts.
- Bogota shall pay Little Ferry in four (4) quarterly installments for leasing of space and professional staff payable on or around the 20th of March, June, September and December:
 - * \$69,900.00 in year 2017; \$71,298.00 in the year 2018; and \$72,724.00 in year 2019 covering a period of 3 (three) years
- Little Ferry shall order supplies for operations of the Bogota court, including but not limited to: ticket books, interpretation services, etc. and shall seek reimbursement from Bogota on a quarterly basis. Little Ferry shall submit invoices to Bogota on or around the first of the month of March, June, September and December.
- Revenue shall be distributed to each municipality based on each municipality's own filings.
- Little Ferry Court shall coordinate with the Bogota Police Department to schedule hearings, proceedings, etc. to minimize overtime costs and to maintain a minimum staffing level as per the discretion of the Bogota Police Chief or his/her appointed designee. The Little Ferry Court will make every effort to coordinate with the Chief the schedule of the Court to ensure that Bogota residents receive maximum patrol as per the discretion of the Bogota Chief.
- Bogota authorizes Little Ferry to choose a depository of funds that is convenient for its operations and said depository shall be dually appointed and copies of all relevant paperwork shall be given to Bogota.
- Termination: Each municipality reserves the right to terminate this agreement. Termination must be done via Resolution of the governing body and provided no later than December 1 of the next court (calendar) year. In the event of criminal wrongdoing on the Little Ferry Court, Bogota may immediately terminate the agreement.
- Future changes to the agreement may be done at the discretion of the governing bodies, by Memorandums of Agreement.

I hereby certify that this is a true copy of an Resolution adopted by the Mayor and Council of the Borough of Bogota at a Public Meeting held on the 15 day of December, 2016


Borough Clerk