

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: _____ COUNTY: _____

RECIPIENT: _____ COUNTY: _____

BRIEF DESCRIPTION OF SERVICE:

EFFECTIVE DATE: _____

EXPIRATION DATE: _____

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.

SHARED SERVICES AGREEMENT
FOR THE SERVICES OF A MUNICIPAL COURT ADMINISTRATOR

THIS SHARED SERVICES AGREEMENT (Agreement) is entered into this 1st day of May, 2018, by and between the **CITY OF CAPE MAY** (Cape May), a New Jersey municipality having municipal offices at 643 Washington Street, Cape May, NJ 08204 and the **BOROUGH OF WEST CAPE MAY** (West Cape May), a New Jersey municipality having municipal offices at 732 Broadway, West Cape May, NJ 08204.

WITNESSETH

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et. seq.*, authorizes municipalities to enter into agreements for the exchange and sharing of services; and

WHEREAS, N.J.S.A. 2B:12-1(c) allows two or more municipalities, by ordinance or resolution, to 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, Cape May and West Cape May have determined that it would be mutually beneficial to share a Municipal Court Administrator, in accordance with the provisions of 40A:65-1, *et. seq.*, as well as N.J.S.A. 2B:12-1(c), in order to conserve resources and to provide for a more efficient and economically sound municipal court system, while simultaneously allowing each jurisdiction to maintain its own Municipal Courtrooms and court offices and maintaining individual rights to appoint separate judges, prosecutors, and public defenders; and

WHEREAS, Cape May and West Cape May do hereby agree that it is in each municipality's best interests to share a Municipal Court Administrator, under the terms and conditions referenced herein; and

WHEREAS, the duties of the Municipal Court Administrator on behalf of Cape May shall include all duties imposed on Cape May as part of Cape May's Shared Services Agreement with Cape May Point to provide municipal court services to Cape May Point; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the exchange of mutual covenants and conditions and such other consideration as set forth in this Agreement and as authorized by the provisions of N.J.S.A. 40A:65-1, *et. seq.*, and N.J.S.A. 2B:12-1(c), Cape May and West Cape May agree as follows:

1. **INCORPORATION OF PREAMBLE.** All of the provisions of the preamble that are set forth above are repeated and incorporated herein by this reference thereto as if set forth at length.
2. **DESIGNATION OF MUNICIPAL COURT ADMINISTRATOR; NATURE AND EXTENT OF SERVICES PROVIDED; ALLOCATION OF TIME.**

- a. Designation of Municipal Court Administrator.** Upon execution of this Agreement, the current Municipal Court Administrator for West Cape May shall serve as the Municipal Court Administrator for Cape May and West Cape May, and shall retain all civil service and tenure rights accrued from West Cape May. Any subsequent appointments of a Municipal Court Administrator shall be in accordance with N.J.S.A. 2B:12-10, *et. seq.*, and N.J.S.A. 2B:12-11, *et. seq.*, and such rules that have been adopted by the New Jersey Supreme Court.
- b. Duties.** The Municipal Court Administrator shall have all of the powers contemplated by the provisions of N.J.S.A. 2B:12-13 and shall perform for Cape May (including Cape May's duties to Cape May Point) and West Cape May all of the duties customarily performed by certified court administrators in New Jersey without regard to whether those duties are required by statute, administrative regulations, rules adopted by the New Jersey Supreme Court or the ordinances of Cape May or West Cape May. By way of example
- i. Carrying out the rules, regulations, policies and procedures relating to the operation of the Courts, inclusive of the supervision of the Deputy Municipal Court Administrator and members of staff for each municipality.
 - ii. Interviewing and speaking to persons wishing to file criminal or quasi-criminal complaints or desiring information in that regard; receiving complaints and dispensing information relating to court matters.
 - iii. Maintaining the financial records of the court, including overseeing the receipt and accounting for fines and costs.
 - iv. Attending court sessions in Cape May and West Cape May, recording pleas, judgments and dispositions; arranging trial calendars; signing court documents; preparing and issuing warrants and commitments and other court related documents.
 - v. Receiving, maintaining and classifying records and files of the Courts.
 - vi. Receiving, recording, maintaining and forwarding such records, reports and files as required by appropriate offices or agencies.
 - vii. Consulting and meeting with the Municipal Division of Superior Court on an "as needed" basis and making daily decisions regarding the opening and closing of the courts, personnel coverage for the Courts and work assignments/scheduling of Court personnel.
 - viii. Vacation, sick and similar time off by the Court Administrator shall be covered by each municipality by their own court staff, which shall be coordinated with the other employees.
- c. Allocation of Time.** The Municipal Court Administrator shall work all day Monday, Wednesday and Thursday in Cape May; half days on Tuesday and Friday in Cape May; and half days on Tuesday and Friday in West Cape May. In addition to this schedule, the Municipal Court Administrator shall work any Court time as required. Court time may fall outside of the normal workdays at each location. A monthly schedule shall be provided to both municipalities by the Municipal Court Administrator subject to final approval of the municipal court judges serving in each community, and shall be mutually agreed to by all parties.

Time cards/sheets shall be maintained by the Municipal Court Administrator in both municipalities and submitted to the West Cape May Chief Financial Officer in accordance with the payroll period of the Borough of West Cape May.

3. SEPARATE FACILITIES

- a. **Facilities.** Cape May and West Cape May will each maintain their own court facilities and court sessions will be held in their respective facilities. The Municipal Court Administrator will “float” between the two facilities as provided herein and as may be needed, subject to final approval of the Municipal Judge.
- b. **Staffing.** Cape May and West Cape May independently shall staff their respective municipal courts with such personnel and/or deputy municipal court administrators as each governing body, in its sole and absolute discretion, deems appropriate for the needs of their respective municipalities.
- c. **Maintenance of Records.** All records produced by the Municipal Court Administrator, as required by statute, administrative regulation or otherwise shall be utilized and maintained on file in each of the respective municipal court offices for which municipality such records have been generated, developed and maintained.

4. **INSURANCE.** Cape May and West Cape May acknowledge that they are members of the Atlantic County Joint Insurance Fund and agree to remain insured by said entity so long as this Agreement is in effect or to be insured by a different entity with substantially the same coverage as provided by the Atlantic County Municipal Joint Insurance Fund. Each municipality will consider the Municipal Court Administrator as being covered under their respective municipal policies as pertains to general liability insurance of each municipality and the Municipal Court Administrator shall remain a covered employee under West Cape May’s workers’ compensation insurance policy. The Atlantic County Municipal Joint Insurance Fund or a representative thereof for the municipalities shall provide a statement in writing accepting this interlocal services agreement and certifying that adequate coverage exists for this agreement through the Atlantic County Municipal Joint Insurance Fund.

5. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** Each municipality shall defend (and assume all costs, expenses and attorney’s fees incurred in connection with such defense), indemnify and save harmless the other municipality, the other municipality’s elected and appointed officials, employees, agents, volunteers and all others working on behalf of the other municipality from and against all claims, suits or actions of every kind or description for loss, damage or injury, including, but not limited to, personal injury, death and/or property loss, costs, attorney’s fees incurred and claims or demands of any nature whatsoever that is/are made or brought against the other municipality, its elected and appointed officials, employees, agents, volunteers and all others working on behalf of the other municipality which arise out of or is alleged to have arisen out of or to have been caused in any manner whatsoever by reason of the negligent

performance of duties or services by the Municipal Court Administrator to or on behalf of either municipality.

- 6. REMUNERATION AND BENEFITS.** So long as this Agreement is in effect, West Cape May shall continue to maintain the payroll and pension status, health insurance coverage, etc., for the Municipal Court Administrator. The agreed upon base salary of \$68,500.00 annualized shall be the base salary for the period of May 2, 2018 to December 31, 2018. Upon renewal of this agreement for the period of January 1, 2019 through December 31, 2019, the base salary shall be \$69,870.00. For each year renewed thereafter, the Municipal Court Administrator shall receive a two percent (2%) increase or such other increase as provided to all other management level employees similarly situated. Cape May agrees to reimburse West Cape May eighty percent (80%) of total employee costs including, but not limited to, base salary, required health insurance, social security, unemployment, pension contributions, dental insurance, vision benefits, costs of employee association dues, continuing education, professional meetings, authorized travel expenses and all other required employee costs. In the event of employee separation of employment during the term of this agreement, Cape May will reimburse West Cape May for eighty percent (80%) of any vacation or personal time paid out to the employee upon separation, but only for that portion of accrued time earned during the period when this agreement was in full force and effect. These reimbursements are predicated upon the 80/20 weekly split of duties, as more fully described herein above, and reimbursement shall be made as described except that the annual base salary for each additional year after December 31, 2019 of this agreement shall be increased two percent (2%) or such other increase as provided to all other management level employees similarly situated. It shall be incumbent upon the Chief Financial Officer of the Borough of West Cape May to provide an itemized breakdown of all reimbursement costs along with the appropriate voucher for reimbursement or payment to be made. Attached as Exhibit "A" is a breakdown of the various costs associated with the Municipal Court Administrator for 2018, which shall be split as set forth herein.
- 7. PAYMENT PROCEDURE.** Whenever any provision of this Agreement calls for reimbursement or payment of any sum of money by Cape May to West Cape May the West Cape May Chief Financial Officer shall furnish to the Cape May Chief Financial Officer such written records as will detail the reason that the reimbursement or payment is due and which further details the amount that is due. Based upon the understanding of both parties as to remuneration as noted above, an estimate of the total annual costs for the Municipal Court Administrator will be prepared by the Chief Financial Officer of West Cape May and submitted to the Chief Financial Officer of Cape May for review and comment. West Cape May will bill Cape May quarterly by dividing the annual estimate of the cost by four (4). The invoice shall be submitted in advance of the first month of each quarter. The quarterly invoices may be adjusted for actual out-of-pocket costs incurred during the previous quarter which were not known at the time of the annual estimate. All reimbursements shall be processed, and thereafter paid, on a quarterly basis.
- 8. EFFECTIVE DATE; INITIAL TERM; TERMINATION.** This Agreement shall be approved by Resolution of the governing bodies of Cape May and West Cape May duly adopted in accordance with law at public meetings held in accordance with the provisions

of the Open Public Meetings Act and the provisions of the Uniform Shared Services and Consolidation Act. Upon execution of this Agreement on behalf of both parties hereto, the effective date of this Agreement shall be May 2, 2018 to allow for the transition of the Municipal Court Administrator for training purposes and set-up in Cape May. The payments to be made hereunder shall commence May 2, 2018, and the initial term of this agreement shall end on December 31, 2018. The parties hereto have agreed to extend this agreement prior to December 31, 2018 for a one (1) year period commencing January 1, 2019 and continuing until December 31, 2019. However, the parties agree to extend this Agreement from year to year, on the same terms and conditions set forth herein. The last renewal, however, shall expire no later than December 31, 2023. Extensions of this Agreement shall be approved by Resolution of the governing bodies of Cape May and West Cape May duly adopted in accordance with law at public meetings held in accordance with the Open Public Meetings Act and the Uniform Shared Services and Consolidation Act. Either party may terminate this Agreement by providing written notice to the Municipal Clerk for the other party served personally or by certified mail, return receipt requested (effective on the date of posting with postage prepaid) no later than November 1, 2018 for the first term of this agreement and no later than March 1 in any year thereafter or immediately upon written notice in the event of a breach of this Agreement, with copies to the municipal court judges then serving in each municipality and to the Atlantic/Cape May Assignment Judge. In the event that the Municipal Court Administrator ceases to be employed by West Cape May, then West Cape May shall provide immediate notice of that fact to Cape May whereupon this Agreement immediately shall be deemed cancelled and the parties shall have no further obligation to one another, except as set forth herein.

9. MISCELLANEOUS.

- a. **Governing Law; Disputes.** This Agreement shall be governed by the laws of the State of New Jersey. In the event of a dispute arising out of this Agreement, the parties agree that they immediately will meet and make a good faith effort to resolve said dispute and may submit for resolution to the Atlantic/Cape May Assignment judge. In the event that the dispute cannot be resolved amicably then any litigation arising out of this Agreement shall be litigated in the Superior Court of New Jersey, Cape May County.
- b. **Full Agreement; No Oral Modification.** This Agreement is a full statement of the agreements and understandings of the governing bodies of Cape May and West Cape May. This Agreement is not subject to oral modification and may be changed only by a writing approved, adopted and executed with the same formalities as were attendant to the approval, adoption and execution of this Agreement.
- c. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the substantive provisions of this Agreement.

- d. **Severability of Terms.** If any term or provision of this Agreement, to any extent, shall be determined by a court of competent jurisdiction to be invalid or unenforceable then it shall be severable and the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent allowed by law.

- e. **No Waiver of Breach of Remedies.** No waiver by a municipality of any breach of this Agreement or of any representation hereunder by the other municipality shall be deemed to be a waiver of any other breach by the other municipality (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of performance by a municipality after any breach by the other municipality shall be deemed to be a waiver of any breach of this Agreement or of any representation hereunder by the other municipality whether or not the first municipality knows of such breach at the time it accepts such performance. No failure or delay by a municipality to exercise any right it may have by reason of the default of the other municipality shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first municipality while the other municipality continues to be so in default. Any remedy that either municipality may have by reason of a breach of any provision of this Agreement by the other municipality at all times shall be preserved and may not be waived.

- f. **Joint Preparation.** This Agreement (and all exhibits thereto) is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective Mayors and their municipal seals affixed hereto and attested by their respective witnesses the day and year first written above to be effective on the date defined by this Agreement.

ATTEST:

CITY OF CAPE MAY

Clarence F. Lear III, Mayor

ATTEST:

Smschumann

BOROUGH OF WEST CAPE MAY

Carol E. Sabo
Carol E. Sabo, Mayor

COURT ADMIN. EMPLOYER COSTS

SALARY	\$68,500.00
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DEDUCTION	PERCENTAGE	TOTAL EMPLOYER COST
FICA	6.20%	\$4,247.00
MEDICARE	1.45%	\$993.25
SUI	0.70%	\$479.50
PENSIONS	12.50%	\$8,562.50
HEALTH	-	\$14,282.25

TIME ACCRUED	HOURS
VACATION	105
SICK	84
PERSONAL	21