

**AGREEMENT FOR THE OPERATION OF  
A JOINT MUNICIPAL COURT PURSUANT TO THE  
UNIFORM SHARED SERVICES AND CONSOLIDATION ACT**

THIS AGREEMENT made this 1<sup>st</sup> day of January, 2018 by and between the Borough of Madison, Borough of Chatham, the Township of Chatham, the Township of Harding and the Township of Morris, Morris County, New Jersey.

WHEREAS the parties hereto wish to operate a Joint Municipal Court to be known as "The Joint Municipal Court of Madison, the Chathams, Harding and Morris Township";

NOW, THEREFORE, in consideration of the obligations undertaken by each of the parties set forth herein is agreed as follows:

**Article 1: Creation of the Court/Term**

1. Pursuant to N.J.S.A. 2B:12-1 et seq. and the legislation adopted by each of the parties hereto the Joint Municipal Court of Madison, the Chathams, Harding and Morris Township (the "Joint Municipal Court") is hereby continued. This Agreement is executed in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007, c 63 (N.J.S.A. 40A: 65-1, et seq.) and replaces the prior Agreement dated November 20, 2013 between the Borough of Madison, Borough of Chatham, Township of Chatham, Township of Harding and Township of Morris.
2. The location of the Joint Municipal Court shall be at the Madison Municipal Building, 50 Kings Road, Madison, New Jersey 07940.
3. The jurisdiction of the Joint Municipal Court shall be coextensive with the territory of the Township of Harding, the Township of Chatham, the Borough of Chatham, the Borough of Madison and the Township of Morris.
4. This Agreement shall commence on January 1, 2018 subject to the approval of the Assignment Judge of the Superior Court of New Jersey, Morris County, and shall remain in effect until December 31, 2021, unless subsequently extended, renewed or terminated by one or more of the participating municipalities pursuant to the provisions hereof.

**Article 2: Municipal Court Judge**

1. There shall be a Municipal Judge appointed as provided by law in the case of a Joint Municipal Court. The Municipal Judge shall serve for a term of three years from the date of appointment and until the successor shall be appointed and qualified. The Hon. Gary Troxell will continue to serve as the Municipal Judge of the Joint Municipal Court.

2. The Municipal Judge shall have and possess the qualifications and shall have, possess and exercise all the functions, duties, powers and jurisdiction conferred by law or ordinance. The Municipal Judge shall be appointed pursuant to N.J.S.A. 2B:12-4B. He/she shall be an attorney at law of the State of New Jersey. Whenever the Municipal Judge is unable to sit as such, he/she may designate any other Judge of any Municipal Court to sit for him/her temporarily and hold the Joint Municipal Court as permitted by law. Any such designation shall be in writing and filed with the Court, and any person so designated, while sitting temporarily, shall possess all the powers of the Municipal Judge.

3. The Municipal Court Judge shall have total management authority of Joint Municipal Court operations. Pursuant to R.1:33-4(a), the Assignment Judge shall be the chief judicial officer within the vicinage and shall have plenary responsibility for the administration of all courts therein, subject to the direction of the Chief Justice and the rules of the Supreme Court. Furthermore, pursuant to R.1:33-4(b), the Assignment Judge shall be the authorized representative of the Chief Justice for the efficient and economic management of all courts within the vicinage. The responsibilities of the Assignment Judge shall also include all such matters, affecting county and municipal government, including but not limited to budgets, personnel and facilities.

### **Article 3: Joint Municipal Court Staff**

1. Municipal Prosecutors. There shall be Municipal Prosecutors of the Joint Municipal Court who shall prosecute cases in the Joint Municipal Court, except each member, at its discretion, may appoint its own prosecutor for municipal or Board of Health ordinance violation cases at the sole cost of that member. The Municipal Prosecutors shall be appointed for one year terms by the Joint Court Committee. The compensation of the Municipal Prosecutors shall be determined by the Joint Court Committee. They are not employees of the Borough of Madison or the Joint Municipal Court and shall function as independent contractors.

2. Municipal Court Professional Staff. Pursuant to R.1:34-3, open recruitment, including screening resumes for the positions of Municipal Court Director, Municipal Court Administrator, and Municipal Deputy Court Administrator shall be conducted by the municipality. The Assignment Judge shall have the discretion to review the resumes of the candidates that meet the minimum qualifications. The qualified candidates shall be interviewed by a panel comprised of the Municipal Court Judge, or, if there is more than one judge, the Chief Court Judge, or designee; the vicinage Municipal Division Manager or designee; a Municipal Court Administrator selected by the vicinage and two representatives of the municipality, who are not members of the local police department. The Assignment Judge has the discretion to also interview the selected candidate and has the authority to approve or reject that selected candidate.

3. Public Defender. There shall be a Municipal Public Defender who shall represent those defendants assigned by the Municipal Judge. The Municipal Public Defender shall be appointed for a one year term by the Joint Court Committee. The compensation of the

Public Defender shall be determined by the Joint Court Committee. He/she shall not be an employee of the Borough of Madison or the Joint Municipal Court and shall function as an independent contractor.

4. Deputy Municipal Court Administrators. There may be one or more Deputy Municipal Court Administrators of the Joint Municipal Court who shall be appointed by the Joint Court Committee. The compensation of the Deputy Municipal Court Administrator(s) shall be ratified by the Joint Court Committee.

5. Necessary clerical and other assistance. There may be appointed such other necessary clerical and other assistance for the Joint Municipal Court as is necessary for the efficient operation of the Joint Municipal Court. The Joint Court Committee shall appoint such clerical and other assistance. The compensation of the necessary clerical and other assistance shall be ratified by the Joint Court Committee.

6. The Assignment Judge of Morris County will periodically review personnel staffing requirements including Judge staffing, as necessary to maintain efficient Court operations. If the Morris County Assignment Judge imposes additional staffing requirements beyond the personnel reflected in the approved budget, that cost shall be allocated among the participating communities. Compliance with this request shall follow court rules and directives.

7. Auditor. The Auditor for the Borough of Madison shall act as the Auditor for the Joint Municipal Court. The auditor shall perform a yearly audit of the Joint Municipal Court, which audit shall be prepared generally in accordance with the requirements of the Local Fiscal Affairs Law, N.J.S.A. 4A:5-1 et seq. A copy of the complete audit shall be supplied to each participating municipality by July 1st of the following year.

#### **Article 4: Withdrawal By and Inclusion of Members**

1. Withdrawal by member. Any member of the Joint Municipal Court may withdraw at the end of the calendar year; provided, however, that on or before July 1st the member has given the Joint Municipal Court Administrator and each municipal member thereof six (6) months written notice of its intention to withdraw and otherwise comply with all requirements of law, if any. The withdrawing member shall remain responsible for its share (based upon the formula established in this Agreement) of all court expenses through the date of the withdrawing member's actual physical departure from the joint court's facility and the timely removal and storage of their court records at their expense within thirty calendar days of withdrawal.

2. Inclusion of members. The members of the Joint Municipal Court may be expanded by the admission of new members, subject to the approval of the Borough of Madison and the Assignment Judge of Morris County provided that so long as all of the current member communities continue to be members of the Joint Municipal Court, the approval by the Borough of Madison shall be based on the capacity of the facilities hosted by

Madison. The admission of new members will take place after the Municipal Judge and Municipal Court Administrator interview the municipality seeking admission and present to the then existing members of the Joint Municipal Court Committee their recommendations, along with an audit of the three most recent years of the applying municipality's existing court expenses and revenues and any other information they feel relevant to the admission application. Presuming the Borough of Madison agrees to host an additional community, admission shall be granted upon an affirmative vote of the majority of the then existing members of the Joint Municipal Court. (By way of example: if there are five members of the Joint Municipal Court, three must vote in favor of the admission.) The municipality granted admission to the Joint Municipal Court must adopt a resolution accepting membership and authorizing the execution of this Agreement. The Agreement shall be amended as necessary to revise the formula for the allocation of the court's budget between the members.

#### **Article 5: Budget and Appointments**

The Municipal Judge shall prepare or have prepared a budget for the Joint Municipal Court which shall be submitted to the governing body of each member by November 1st of each year. The budget shall set forth an estimate of all expenses and revenues for the upcoming calendar year and shall be in a form that is consistent with municipal budgets. The Borough of Madison shall prepare and present the annual budget for the Joint Municipal Court of Madison, the Chathams, Harding and Morris Township for approval by the Joint Court Committee. The budget document shall be submitted to the Municipal Division Office for review by the Municipal Presiding Judge prior to submission to the Assignment Judge for approval.

#### **Article 6: Insurance**

Insurance coverage and/or bonds shall be obtained that protect the Joint Municipal Court and its personnel from claims against them arising out of workers' compensation, bodily injury, property damage, personal injury, or civil rights violations, defalcations by Joint Municipal Court personnel and such other coverage as may be necessary. The coverage may be provided through policies issued to the members and/or through separate policies issued to the Joint Municipal Court.

#### **Article 7: Contribution Requirement; Revenue Distribution**

1. All fines levied on summons/warrants/tickets or other charges issued pursuant to a local ordinance violation shall be forwarded no later than the tenth (10<sup>th</sup>) day of the month following receipt by the Joint Municipal Court to the municipality in which the violation occurred.

2. All fines levied on summons/warrants/tickets issued for non-local ordinance violations by the State Police or any other law enforcement agency shall be distributed as required by law and disbursed no later than the tenth (10<sup>th</sup>) day of the month following receipt.

3. Each participating municipality shall pay the host community (Madison Borough) \$1,200.00 per regular court session and \$500.00 per special court session in 2018. Said fees to increase by two (2%) percent annually thereafter. Any reduction in the fees paid under Article 3 and Article 4 shall require the consent of all participating towns including the host community.

4. The host municipality (Madison) shall be paid a percentage of all court costs assessed as part of the operation of the Joint Municipal Court consistent with the allocated percentage of the total Joint Municipal Court budget paid by each participating municipality. Said payment to be made the first business day in February of the following year (e.g. 2018 charges paid on February 1, 2019).

5. Each participating municipality shall pay an allocated share of the approved Joint Municipal Court budget based on the percentage their caseload represents of the total Joint Municipal Court caseload as reported to the Administrative Office of the Courts (AOC).

The participating municipalities shall pay one quarter of their allocated share of the total Joint Municipal Court budget on the first business day of each quarter directly to the Borough of Madison (January, April, July, October).

Thereafter, the above calculation shall be estimated by the Joint Municipal Court staff by November 1st of each year based upon the first nine months of the year and the percentages established and circulated to each member shall be applicable for the succeeding calendar year. The cost of prisoner transport and prisoner security shall be borne solely by the sending municipality.

#### Article 8: Joint Municipal Court Committee

1. Whereas there are common policies and operational declarations to be made in order to simplify the management of the Joint Municipal Court, it is agreed that each member Municipality shall appoint two (2) members to serve without pay from their respective governing bodies to a "Joint Municipal Court Committee" hereinafter also called the "Committee".

2. For the advantage of continuity and longevity, the appointment period shall be for a term of two (2) full calendar years commencing January 1st with only one term expiring from each Municipality at the same time. Each municipality shall have one vote. Vacancies shall be filled for the balance of the term by the respective municipalities. If the two representatives from a municipality can't agree on an issue, the question will be presented to their governing body to decide the issue.

3. The Committee shall be responsible for establishing and administering by a majority vote of voting members present issues applicable to the Joint Municipal Court that are not mandated and/or preempted by New Jersey State Statutes or procedures. Whenever possible, appointed members should discuss with their governing bodies the issue involved prior to voting on major decisions. Examples requiring major decisions but not limited to these would be:

A. Appointment of Joint Municipal Court officers and attendants where authorized (Court Administrator, etc.) and recommendations of appointments where that right exists.

B. Agreement as to which municipality shall house the Joint Municipal Court and to set the terms of contractual agreement with the other municipality in order to comply with New Jersey State statutes and procedures. It is the intent of the parties that Madison shall house the Joint Municipal Court for the term of the agreement.

C. Annual budget including salaries of Court personnel.

D. Approval of purchases for items needed by the Court.

4. The Committee will reorganize during the month of January each year. There shall be a Chairman, Vice Chair, Secretary, Treasurer and Comptroller. The officers shall rotate from year to year between the municipalities. In 2018, a representative from Madison shall serve as Chairman. In 2019, the Harding Township representative shall serve as Chairman. In 2020, the Morris Township representative shall serve as Chairman. In 2021, the Chatham Borough representative shall serve as Chairman. The rotation of the other officer positions shall be established by lot at the reorganization meeting.

5. The Committee will convene at the call of the Chairman with at least ten (10) days notice except in emergencies. Any two (2) members of the "Committee" who must be from different municipalities may call for a meeting with ten (10) days notice to members. A quorum shall consist of the majority of voting members present. Each of the municipalities shall be represented in the quorum and each of the municipalities shall have one (1) vote.

6. If an appointed member shall have missed three or more meetings in a year without cause during the term of his/her appointment, the other members, by a unanimous vote, may request that his/her respective municipality appoint another member for the balance of the term.

7. Municipal governing body members of a member municipality are welcome and may participate at all Committee meetings; however, they may not vote on issues.

### Article 9: Effective Date

This Agreement shall take effect on January 1, 2018 upon the execution of it by all the parties and after the passage of appropriate Ordinances and/or Resolutions by all parties. A copy of this agreement shall be filed with the Administrative Director of the Courts pursuant to N.J.S.A. 2B:12-1 b.

### Article 10: Resolution of Disputes

Any disputes arising between the parties as to the interpretation of the terms of this Agreement or the satisfactory performance by any of the parties or the services and other responsibilities provided in this Agreement shall be resolved in accordance with the following

#### Step A:

The designated Committee representative of each of the parties shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, both parties agree to submit the matter as provided for in Step B below;

#### Step B:

In the event that a dispute cannot be resolved in Step A, it shall be submitted to an arbitrator selected by the Joint Court Committee at their annual reorganization meeting for binding arbitration. The cost of the same is to be borne equally between the parties.

### Article 11: General

1. Each of the member municipalities will keep in force, at their respective sole expense, Comprehensive General Liability Insurance with insurance companies licensed in the State of New Jersey or with the Morris County Municipal Joint Insurance Fund, which insurance shall be evidenced by Certificates and/or policies as determined by Madison.

2. Each of the Supported Municipalities shall respectively provide this Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages:

- General Liability
- Automobile
- Workers' Compensation
- Cyber
- POL/EPL

3. Each Municipality shall provide a thirty-day (30) notice to Madison by registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled. All such notices shall name the Municipality and identify the Agreement or municipal contract number if applicable.

4. Certificates of Insurance shall be delivered to the Borough of Madison prior to the commencement of this Agreement and the Certificates of Insurance for the General Liability, Automobile, and Cyber, including any excess/umbrella to such coverages shall state that "The Borough of Madison is an additional insured" for this Agreement.

5. All policies and Certificates of Insurance shall be approved by Madison prior to the inception of any work under this Agreement.

#### **Article 12: Miscellaneous**

All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the Municipal Clerk of each municipality.

#### **Article 13: Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

#### **Article 14: Assignment**

No one party may assign this Agreement without the written consent of all others.

#### **Article 15: Entire Agreement**

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing, duly authorized and signed by all the parties hereto.



#### **Article-16: Severability**

In the event that any provision of this Agreement shall, for any reason be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

#### **Article 17: Court Appearance and Testimony**

All participating towns have adopted a mandatory Court Appearance and Testimony Standard Operating Procedure for their respective police officers.

#### **Article 18: Court Security**

Two uniformed armed police officers will attend every court session. Madison has installed ballistic shielding for the Judge's bench, bulletproof windows, emergency buttons, metal detector and body screening equipment and security cameras throughout the court facilities which are monitored by police personnel during court sessions. A detailed Security Plan is on file with the Municipal Division Office.

IN WITNESS HEREOF, the parties have set their hand and seals and caused their corporate officers to sign same the day and year first written above.

ATTEST:

Elizabeth Osborne  
Elizabeth Osborne, Municipal Clerk

BOROUGH OF MADISON

BY:

Robert H. Conley  
Robert H. Conley, Mayor

ATTEST:

Robin Kline, Municipal Clerk

BOROUGH OF CHATHAM

BY:

Bruce Harris, Mayor

ATTEST:

Gregory J. LaConte, Municipal Clerk

TOWNSHIP OF CHATHAM

BY:

Curt Ritter, Mayor

ATTEST:

Paige Frank, Acting Municipal Clerk

TOWNSHIP OF HARDING

BY:

Chris Yates, Chairman

ATTEST:

Cathleen Amelio, Municipal Clerk

TOWNSHIP OF MORRIS

BY:

Bruce Sisler, Mayor

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\_\_\_\_\_  
Chris Yates, Chairman

ATTEST:

TOWNSHIP OF MORRIS  
BY:

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Cathleen Amelio, Municipal Clerk

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Bruce Sisler, Mayor

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Elizabeth Osborne, Municipal Clerk

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Robert H. Conley, Mayor

ATTEST:

BOROUGH OF CHATHAM

BY:

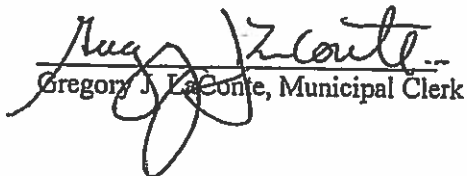
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Robin Kline, Municipal Clerk

\_\_\_\_\_  
Bruce Harris, Mayor

ATTEST:

TOWNSHIP OF CHATHAM

BY:

  
\_\_\_\_\_  
Gregory J. LaConte, Municipal Clerk

  
\_\_\_\_\_  
Curt Ritter, Mayor

ATTEST:

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Chris Yates, Chairman

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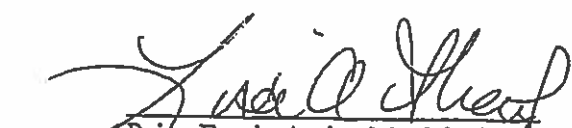
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BY:

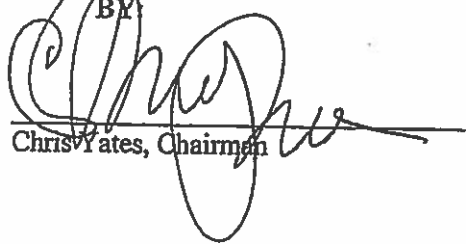
\_\_\_\_\_  
Gregory J. LaConte, Municipal Clerk

\_\_\_\_\_  
Curt Ritter, Mayor

ATTEST:

TOWNSHIP OF HARDING  
BY:

  
\_\_\_\_\_  
Paige Frank, Acting Municipal Clerk  
Lisa A. Sharp

  
\_\_\_\_\_  
Chris Yates, Chairman

ATTEST:

TOWNSHIP OF MORRIS  
BY:

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Cathleen Amelio, Municipal Clerk

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Bruce Sisler, Mayor

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*Cathleen Amelio*  
\_\_\_\_\_  
Cathleen Amelio, Municipal Clerk



*Bruce Sisler*  
\_\_\_\_\_  
Bruce Sisler, Mayor