

# CITY OF NORTH WILDWOOD

Cape May County, New Jersey

## RESOLUTION

### A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF WILDWOOD CREST FOR A MUNICIPAL COURT ADMINISTRATOR

SEP 10 2018

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, North Wildwood and Wildwood Crest 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;

NOW, THEREFORE, BE IT RESOLVED, by the Members of Council of the City of North Wildwood, in the County of Cape May and State of New Jersey as follows:

- 1) All of the statements of the preamble are repeated and are incorporated herein by this reference thereto as though the same were set forth at length.
- 2) On behalf of the City of North Wildwood, the Mayor and the City Clerk be and they hereby are authorized to execute the Shared Services Agreement with the Borough of Wildwood Crest that is annexed hereto as Exhibit "A" which provides for the sharing by the City of North Wildwood and the Borough of Wildwood Crest of a Municipal Court Administrator and provides for the Municipal Court Administrator to be an employee of the Borough of Wildwood Crest.

OFFERED BY: BISHOP SECONDED BY: KOEHLER

I, W. Scott Jett, City Clerk of the City of North Wildwood, in the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Mayor and Council of the City of North Wildwood at a meeting duly held on the 4<sup>th</sup> day of September, 2018.

Dated: September 4, 2018

Signed: W. Scott Jett, City Clerk

APPROVED: Patrick T. Rosenello  
Patrick T. Rosenello, Mayor

|           | Aye | Naye | Abstain | Absent |
|-----------|-----|------|---------|--------|
| Tolomeo   |     |      |         |        |
| Rullo     |     |      | X       |        |
| Kane      |     |      | X       |        |
| Del Conte |     |      |         | X      |
|           |     |      | X       |        |
|           |     |      | X       |        |
|           |     |      | X       |        |

**SHARED SERVICES AGREEMENT  
MUNICIPAL COURT SERVICES**

THIS AGREEMENT, made this 4<sup>th</sup> day of Sept., 2018, between the City of North Wildwood, a municipal corporation of the State of New Jersey, with principal offices at 901 Atlantic Avenue, North Wildwood, New Jersey and whose mailing address is 901 Atlantic Avenue, North Wildwood, New Jersey 08260 (hereinafter referred to as "North Wildwood") and the Borough of Wildwood Crest, a municipal corporation of the State of New Jersey, with principal offices at 6101 Pacific Avenue, Wildwood Crest, New Jersey and whose mailing address is 6101 Pacific Avenue, Wildwood Crest, New Jersey 08260 (hereinafter referred to as "Wildwood Crest"). North Wildwood and Wildwood Crest each may be referred to as a "Party" and jointly may be referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, N.J.S.A. 2B:12-1c provided that two municipalities, by ordinance or resolution, 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**, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq. any local government unit may enter into a contract with any other local government unit to provide and receive any service that each unit is empowered to provide or receive within its own jurisdiction; and

**WHEREAS**, Wildwood Crest has indicated a willingness to enter into a Shared Services Agreement with North Wildwood to permit North Wildwood to provide all the usual and ordinary services of a Municipal Court for Wildwood Crest; and

**WHEREAS**, North Wildwood has expressed a willingness to enter into a Shared Services Agreement with Wildwood Crest to provide all the usual and ordinary services of a Municipal Court for Wildwood Crest;

**WHEREAS**, this Agreement has been authorized by duly adopted ordinances of the Parties, Ordinance No. 1761, in the case of North Wildwood, and Ordinance No. \_\_\_\_\_, in the case of Wildwood Crest.

**NOW, THEREFORE,** in consideration of the mutual covenants, agreements and considerations contained herein North Wildwood and Wildwood Crest hereby agree as follows:

1. **Incorporation of Preamble.** All the Statements set forth above are true, accurate and correct. All the Statements set forth above are repeated and are incorporated herein and are made a part hereof by this reference thereto as if the same were set forth at length.

2. **Shared Municipal Court.** For all matters arising within the jurisdiction of the Municipal Court of Wildwood Crest North Wildwood hereby agrees to provide, at its costs and expense, all usual and ordinary judicial and administrative services to Wildwood Crest including the physical court facilities, the services of the North Wildwood Municipal Court Judge, Municipal Prosecutor, Municipal Public Defender, and other court staffing and equipment, as required by statute and by the Supreme Court of New Jersey, for so long as this Agreement remains in effect. This shall include security requirements of the Administrative Office of the Courts, Municipal Division, and Municipal Court Services.

3. **Municipal Court Administrator.** The Parties recognize that, as of the Effective Date of this Agreement, North Wildwood and Wildwood Crest share the services of the Wildwood Crest Municipal Court Administrator pursuant to a Shared Services Agreement and that, under the terms of that Shared Services Agreement, the Municipal Court Administrator is an employee of Wildwood Crest. Therefore, notwithstanding the provisions of paragraph 2 above, the Municipal Court Administrator will remain an employee of the Borough of Wildwood Crest. The Municipal Court Administrator's services will be provided through Wildwood Crest and be the subject of a Shared Services Agreement for the Municipal Court Administrator which will run for the duration of this Agreement or until such time as Wildwood Crest's Municipal Court Administrator terminates employment with the Borough.

4. **Remuneration.** For and in consideration of services being provided by North Wildwood as aforesaid, Wildwood Crest shall pay to North Wildwood forty percent (40%) of the annual, total court costs less the total amount of the Municipal Court Administrator costs per year as set forth in the Shared Service Agreement for the Municipal Court Administrator. If employment of the Municipal Court Administrator is terminated for any

reason whatsoever prior the termination or earlier cancellation of this Agreement, North Wildwood will be responsible for the employment of the new Municipal Court Administrator and costs for same would cease to be deducted by Wildwood Crest as aforesaid. Under such circumstances and for the purposes of calculating Wildwood Crest's financial obligations under this paragraph, the salary and other employment costs of the new Municipal Court Administrator shall be deemed to be part of the annual Municipal Court budget without regard to whether the new Municipal Court Administrator's salary and other employment costs are included North Wildwood's approved annual municipal budget under the Municipal Court line item or are included under a different line item.

5. **Disposition of Fines and Court Costs.** Wildwood Crest shall retain all revenue North Wildwood receives from Wildwood Crest Municipal Court matters including but not limited to the assessment of fines, costs and other fees. The parties understand and agree that such revenue may be collected by North Wildwood but must be disbursed in accordance with State law such that North Wildwood may be required to forward same directly to Wildwood Crest.

6. **Municipal Court Employees.** So long as this Agreement remains in effect, Wildwood Crest agrees to appoint the current and future Municipal Court Judge of North Wildwood as the Judge of the Municipal Court of Wildwood Crest. In the event the Judge of the Municipal Court of Wildwood Crest must be reappointed during the term of this Agreement, Wildwood Crest agrees to appoint the then current Municipal Court Judge of North Wildwood as the Municipal Court Judge of Wildwood Crest. Additionally, Wildwood Crest agrees to appoint the same Municipal Prosecutor, Municipal Public Defender and other court personnel as are currently serving and who in the future shall serve for North Wildwood and, during the term of this Agreement, shall reappoint, as necessary, all such personnel appointed by North Wildwood. North Wildwood agrees to appoint the same Municipal Court Administrator as Wildwood Crest as the North Wildwood Municipal Court Administrator as agreed in the Shared Services Agreement for the Municipal Court Administrator attached and made part of this Agreement as fully set forth in the attached.

7. **Authority Over Municipal Court and Employees; Indemnification and Hold Harmless**

**Agreement.** The parties agree that North Wildwood shall have sole and exclusive authority over all matters with respect to the municipal court services provided under this Agreement, including but not limited to physical facilities, personnel (with the exception of the Municipal Court Administrator), administrative services, and scheduling. All employees and personnel for the municipal court services provided herein shall be the employees and personnel of North Wildwood exclusively with the exception of the Municipal Court Administrator who shall remain an employee of the Borough of Wildwood Crest and whose terms and conditions of employment and compensation are the subject of the attached Shared Services agreement for the Municipal Court Administrator dated \_\_\_\_, 2018. North Wildwood shall make all appointments to all positions in its sole discretion except for the appointment of the Municipal Court Administrator. North Wildwood shall save and hold harmless Wildwood Crest for any and all claims directly or indirectly related to the employment of any personnel providing services in accordance with this Agreement except for the Municipal Court Administrator. Wildwood Crest shall save and hold harmless North Wildwood for any and all claims directly or indirectly related to the employment of the Municipal Court Administrator providing services in accordance with this Agreement. If the Municipal Court Administrator should terminate employment with the Borough of Wildwood Crest prior to the expiration of this agreement and the Shared Service Agreement for the Municipal Court Administrator, North Wildwood shall be responsible for hiring and employing the new Municipal Court Administrator and shall hold harmless the Borough of Wildwood Crest for any claims directly or indirectly related to the employment of the new Municipal Court Administrator. The Borough of Wildwood Crest agrees to appoint the same Municipal Court Administrator appointed by North Wildwood thereafter.

8. **Insurance.** It is recognized and understood that North Wildwood and Wildwood Crest participate in the Atlantic County Municipal Joint Insurance Fund ("JIF"). Final approval of this Agreement by North Wildwood and Wildwood Crest is subject to each obtaining assurance of coverage by JIF and that each will name the other as additional insured on any insurance policies it separately maintains. These policies shall include, without limitation, comprehensive general liability, automobile liability, errors and omissions and workers compensation with limits and deductibles as mutually agreed upon. Each party shall provide the other

with a certificate of insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement. In the event either North Wildwood or Wildwood Crest ceases to participate in the JIF, such party shall provide alternative insurance comparable to the JIF and subject to the reasonable approval of the other party.

9. **Civil Service Commission Approval.** This Agreement is subject to the review and approval of the Civil Service Commission with respect to the employment reconciliation plan pursuant to N.J.S.A. 40A:65-11. If necessary, this employment reconciliation plan shall be provided by Wildwood Crest and North Wildwood to the Civil Service Commission and shall outline the matters required pursuant to said statute with respect to each Party's employees. With respect to North Wildwood employees, there are no anticipated changes after this Agreement which would impact North Wildwood employees. North Wildwood has not agreed to hire or receive any employees of Wildwood Crest unless a position becomes available. Wildwood Crest agrees it has the sole and exclusive responsibility for all employment and personnel obligations in any manner associated with current Wildwood Crest court employees, personnel and appointments. Wildwood Crest agrees to indemnify and hold North Wildwood harmless from and against any and all claims, causes of action, suits, administrative proceedings, liability, damages, losses, costs, including reasonable attorney fees, and other obligations arising directly or indirectly from, or in any manner associated with, current Wildwood Crest employees, personnel and appointments except for the Municipal Court Administrator who will remain employed by the Borough of Wildwood Crest throughout the duration of this contract.

10. **Assignment Judge Approval.** This Agreement is also contingent upon the Assignment Judge of the Superior Court of New Jersey, Vicinage I, approving this arrangement.

11. **Effective Date; Term; Cancellation.** This Agreement commences January 1, 2019 and shall continue for a period of five (5) years ending on December 31, 2023. On or before January 31, 2022, representatives from each municipality shall meet to discuss the possible renewal and modification of this agreement. In the event the commencement date of this Agreement is delayed due to a delay in obtaining the approvals set forth in paragraphs 9 and 10 above, the Parties agree that the commencement date shall be the

date the last such approval is obtained. **Either party may cancel this Agreement for any reason, to be effective January 1<sup>st</sup> of the following year, provided notice of cancellation is served upon the other party on or before September 30<sup>th</sup> of the current year.**

12. **Identity of Municipal Courts.** . The parties to this Agreement agree that their respective municipal courts shall retain their identities and names, and such names will continue to appear on each court's specific captions and process. The courtroom and sessions of Wildwood Crest's Municipal Court shall be held in North Wildwood's Municipal Court. Sessions for Wildwood Crest Municipal Court may be combined with sessions of North Wildwood Municipal Court and shall be held at such times as shall be fixed by North Wildwood Municipal Court Judge.

13. **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 North Wildwood and Wildwood Crest. 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 or 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.

[signature page follows]



IN WITNESS WHEREOF, the parties have set their hands and seals below.

ATTEST:

By: \_\_\_\_\_

Scott Jett, City Clerk

City of North Wildwood

By: \_\_\_\_\_

Patrick Rosenello, Mayor

Dated: \_\_\_\_\_

9/4/2018

ATTEST:

By: \_\_\_\_\_

Patricia Feketics, Municipal Clerk

BOROUGH OF WILDWOOD CREST

By: \_\_\_\_\_

Don Cabrera, Mayor

Dated: \_\_\_\_\_