

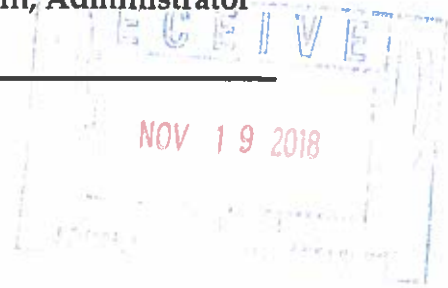
BOROUGH OF  
**NEW PROVIDENCE**

SETTLED IN 1720

Allen Morgan, Mayor

Wendi B. Barry, Borough Clerk

Douglas R. Marvin, Administrator



November 5, 2018

State of New Jersey  
Dept. of Community Affairs  
Division of Local Government Services  
P.O. Box 803  
Trenton, New Jersey 08625-0258

**RE: Shared Service Agreement**

Dear Mr. Cunningham:

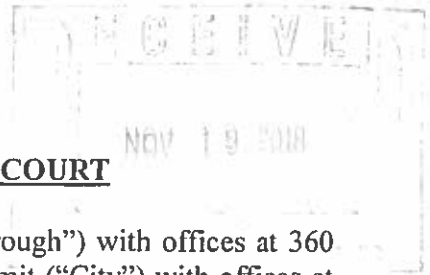
Enclosed please find agreements relating to Shared Municipal court Services between the Borough of New Providence and the Twosnhip of Berkeley Heights and the City of Summit.

If you have any questions, or need any additional information, please feel free to contact me at (908) 665-1400 ext 0. Thank you for your assistance.

Cordially,

Wendi B. Barry  
Borough Clerk

Enc.



**AGREEMENT FOR A SHARED MUNICIPAL COURT**

This Agreement between the Borough of New Providence (“Borough”) with offices at 360 Elkwood Avenue, New Providence, N.J. 07974 and the City of Summit (“City”) with offices at 512 Springfield Avenue, Summit, N.J. 07901 (collectively, the “parties”) dated this 11 day of December 2017.

**WITNESSETH**

Whereas, the Borough and the City recognize the benefit to their respective communities in sharing Municipal Courts;

Whereas, the Borough and the City agree that a partnership to advance this shared service be developed between the entities and is authorized by N.J.S.A. 2B:12-1, *et seq.* and N.J.S.A. 40A:65-1, *et seq.*; and

Whereas, according to N.J.S.A. 2B:12-1(c) two (2) or more 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, reductions in state aid and increased operating expenses are leading many municipalities in New Jersey to consolidate municipal courts; and

Whereas, the consolidation of municipal court operations can save costs by reduction the number of court facilities; reducing staff size; sharing court security measures; expanding management’s scope of control; and consolidating administrative oversight; and

Whereas, the Borough already has an agreement with the Township of Berkeley Heights (“Berkeley Heights”) for a shared municipal court. The Agreement between the Borough and Berkeley Heights; an Amendment to that Agreement; Resolution No. 2015-138 of the Berkeley Heights governing body; and Resolution No. 80-2015 of the Borough’s governing body are included as **Addendum 1** to this Agreement; and

Whereas, Berkeley Heights has no objection to the Borough entering into this Agreement with the City for a shared municipal court. A letter confirming the Township’s consent to this Agreement is included as **Addendum 2** to this Agreement.

**NOW, THEREFORE, BE IT AGREED, as follows:**

1. The offices and courtroom for the shared court shall be located in the New Providence Municipal Center, 360 Elkwood Avenue, New Providence, N.J. 07974.
2. The office space is currently inadequate to accommodate the necessary staff for the shared court.

- a. The costs associated with the expansion of the office space to accommodate the personnel necessary to bring the City's Municipal Court operations to the Borough shall be the responsibility of the City.
  - b. The Borough has received an architects' estimate that projects the cost of said office renovation to be \$74,390. A specific accounting of this estimate is included in **Addendum 3** to this Agreement.
  - c. The City shall reimburse the Borough for the amount identified in paragraph 2(b), or the actual amount incurred over the course of thirty-six (36) months considering the proportionate interest on the bond to fund the renovation.
  - d. The Borough agrees that all court facilities shall comply with applicable laws, including but not limited to the Americans with Disabilities Act.
3. The court sessions and office hours shall be established by the Judge or Presiding Judge, subject to the approval of the Administrative Director of the Courts in accordance with R. 1:30-3.
4. Each municipality shall retain appointment authority of their Judge, Prosecutor and Public Defender. Presently, the Honorable Donald Bogosian has been appointed by the Borough, the City and the Township of Berkeley Heights as the Judge for their respective municipal courts and will be responsible to oversee the shared court during his term(s) in office. In the event a different Judge, Prosecutor and/or Public Defender by appointed by the respective municipality, the Judge, Prosecutor and/or Public Defender appointed by each municipality shall oversee that municipality's court.
5. Costs associated with the relocation of the Summit Municipal Court operations will be borne by the City. The City shall relocate all relevant records of the City's Municipal Court to the Borough where they shall be stored separately from the Borough's Municipal Court records and appropriately labeled. In addition, the City shall be responsible for any costs associated with relocating telephone service, municipal court data lines and related computer hardware.
6. The Borough's Municipal Court Administrator shall serve as the sole Court Administrator for the shared court and the Borough shall provide for adequate staff to deliver services associated with the Summit Municipal Court functions.
7. Each municipality shall maintain separate financial records and each will have separate annual audits performed of their records. The Judge, Court Administrator, and other court staff that handle money shall be bonded. The City and the Borough shall each run separate journals and complete separate deposits for all those involved with the courts.
8. Any and all revenue generated by the Summit Municipal Court shall be retained by the City of Summit. The City will make any and all necessary payments directly to the State of New Jersey, pursuant to applicable law.

9. As consideration for the services specified herein, the City shall pay the Borough \$24,000.00 annually in twelve (12) monthly installments of \$2,000 as rent for the use of the shared court facility. This monthly fee covers the use of the facility, sharing of utilities, telephone services, computer costs and software maintenance. This fee shall be increased on the first day of each year (following the first full year of operation) by either two percent (2%) or the Annual Consumer Price Index, whichever is less.
10. As mentioned in paragraph 2, the Borough will undertake renovation of its office space and Municipal Court. During the time of construction, the Borough will need to relocate its municipal court operations, which will include relocation of Borough municipal court personnel and room accommodation for court sessions held by the Borough and the Township of Berkeley Heights. The Borough of New Providence and the Township of Berkeley Heights each host two court session per month. As consideration for office and court session space during the construction period, the City will allow for the use of its municipal court space at City Hall and receive a credit of \$2,000.00 per month toward its annual contractual obligation with the Borough. Further, any and all costs incurred by the Borough to relocate and operate municipal court at Summit City Hall will be the sole responsibility of the Borough. Moreover, the Borough of New Providence and the Township of Berkeley Heights shall be responsible to reimburse the City for all security costs for each of their respective court sessions that occur at Summit City Hall.
11. The City will reimburse the Borough for the following costs:
  - a. Salary and Benefits for one (1) full-time Deputy Court Administrator and one (1) full-time Violations Clerk. These individuals will be primarily assigned to handle Summit Municipal Court matters. However, the Court Administrator shall have the right to assign these Borough employees other duties and responsibilities to perform;
  - b. A proportionate share of the Security Officer(s) salary and benefits as outlined in **Addendum 4**; and
  - c. Other operational costs, such as for postage and stationary, that will be invoiced monthly on a use basis.
12. The parties will comply with the State Joint/Shared Checklist of logistical details for the creation of the shared court, which was attached as Appendix D to the Office of the New Jersey Courts September 2010 Municipal Court Consolidation Plan and which is attached hereto as **Addendum 5**.
13. Absent a subsequent agreement, the parties agree that each municipality will provide for in-courtroom security during court sessions dedicated to their respective cases. The Security Officers used for screening purposes shall be paid by the Borough and is considered in the charges identified in **Addendum 4**.
14. During periods of a scheduled absence - due to vacation, extended illness or any other reasons, a qualified temporary court employee may be hired to assist. The costs are considered in the charges identified in **Addendum 4**.

15. In addition to the other rights and remedies of the parties, to the extent permitted by law, each party (in such capacity, an "Indemnitor") will indemnify and hold harmless the other party, its officials, employees and agents (in such capacity, collectively, an "Indemnitee"), from any and all liability and claims for damages or injuries caused by or resulting from the negligent acts or omissions of the Indemnitor arising out of this agreement or any of the obligations assumed by the Indemnitor hereunder, provided it is determined by a Court of proper jurisdiction that the Indemnitor is solely responsible for said liability. The Indemnitor shall be limited to that degree of liability determined by said Court to the proportionate liability of the Indemnitor.
16. The Borough, Berkeley Heights and the City's municipal court operations are located in the Borough and all staff, except for the City's Prosecutor, Public Defender, and the Judge, will be hired and supervised by the Borough. The Municipal Administrators of the Borough, the City and Berkeley Heights shall meet periodically with the Court Administrator as may be necessary to ensure that all obligations under this agreement are being satisfied or to explore new issues and considerations related to the shared court.
17. This Agreement shall become effective upon the passage by the governing body of both the City and Borough of the appropriate ordinance or resolution pursuant to N.J.S.A. 2B:12-1(c) and shall be effective for one (1) year. This Agreement shall expire on the date set forth in the applicable ordinances or resolutions. The Agreement shall automatically renew upon each annual expiration for a period of one (1) year, unless a written notice is served by one (1) party on the other party sixty (60) days in advance of the annual expiration date that sets forth a desire to renegotiate the terms of the Agreement. However, this agreement may be cancelled at any time upon ninety (90) days written notice by either party to the other.
18. The City agrees that any balance due to the Borough for the renovations identified in paragraph 2(b) shall be paid in full before this Agreement can be terminated.

BOROUGH OF NEW PROVIDENCE

By: 

ALLEN MORGAN, Mayor

Date: 12/11/17

CITY OF SUMMIT

By: 

NORA RADEST, Mayor

Date: \_\_\_\_\_

Attest: 

Rosalia M. Licatese, City Clerk

## **ADDENDUM #1**



&



BOROUGH OF  
NEW PROVIDENCE

### AGREEMENT

This Agreement between the Borough of New Providence ("Borough") and the Township of Berkeley Heights (Township) dated this 30<sup>th</sup> day of June, 2010.

### WITNESSETH

Whereas, the Borough and the Township recognize the benefit to their respective communities in sharing Municipal Courts; and

Whereas, the Borough and the Township agree that a partnership to advance this shared service be developed between the entities and is authorized by N.J.S.A. 2B:12-21;

**NOW, THEREFORE, BE IT AGREED, as follows:**

1. The parties agree that the offices for the shared court shall be located in the New Providence Municipal Center, 360 Elkwood Avenue, New Providence, NJ 07974 and that the designated office and court room has been deemed adequate to house the shared court operations.
2. The parties agree the court sessions and office hours shall be established in accordance with R. 1:30-3 as approved by the Municipal Court Judge, Assignment Judge, and Director of the Courts.
3. The parties agree that each municipality shall retain appointment authority of their Judge, Prosecutor and Public Defender. The Honorable Donald Bogosian has been appointed by both New Providence and Berkeley Heights as the Judge for their respective municipalities and will be responsible to oversee the shared court. In the event different Judges are appointed by the respective municipalities, the Judge appointed by New Providence shall oversee the shared court.
4. The parties agree that costs associated with the relocation of the Berkeley Heights Municipal Court operations will be borne by the Township. The Township shall relocate all relevant records of the Berkeley Heights court to New Providence where they shall be stored separately from New Providence records and appropriately labeled.
5. The parties agree that each municipality shall maintain separate financial records and each will have separate annual audits performed of their records.
6. The parties agree that beginning in 2011 each will submit their annual court budget to the Assignment Judge for approval. Each municipality's 2010 court operating budgets has been approved.

7. The parties agree that costs specific to each operation; including but not limited to: stationery, computer terminal costs, software maintenance, telephone service, annual audit, employee bonding, and personnel costs shall be borne by the respective municipality.
8. The parties will comply with the State Joint/Shared Checklist of logistical details for the creation of the shared court.
9. Absent a subsequent agreement, the parties agree that each municipality will provide for courtroom security during court sessions dedicated to their respective cases. The Township will permit its magnetometer to be utilized by the Borough for purposes of this shared service during the term of this agreement at no cost to the Borough.
10. The parties agree that the respective court administrators shall assist one another. Therefore, each municipal shall name the other as an additional insured on their liability insurance policies.
  - a. The parties agree that it would be beneficial to have each court administrator appointed as the other's deputy. Said appointments are subject to approval of the Municipal Court Judge and subject to agreement by the administrators.
11. The parties agree that during periods of a scheduled absence - due to vacation, extended illness or any other reasons, a qualified temporary court employee shall be hired to assist. The costs shall be borne by the community incurring the replacement employee.
12. In addition to the other rights and remedies of the parties, to the extent permitted by law, each party ( in such capacity, an "Indemnitor") will indemnify and hold harmless the other party, its officials, employees and agents (in such capacity, collectively, an "Indemnitee"), from any and all liability and claims for damages or injuries caused by or resulting from the negligent acts or omissions of the Indemnitor arising out of this agreement or any of the obligations assumed by the Indemnitor hereunder, provided it is determined by a Court of proper jurisdiction that the Indemnitor is solely responsible for said liability. The Indemnitor shall be limited to that degree of liability determined by said Court to the proportionate liability of the Indemnitor.
13. The parties will keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey, which insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties.
  - a. Each party shall provide Comprehensive General Liability insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage and shall name the other party, its officials, employees and agents as an additional insured.
  - b. Each certificate or policy shall require thirty (30) day cancellation notice.
  - c. Certificates of insurance shall be delivered to each party, prior to the commencement of this Agreement.
  - d. Each party shall provide workers compensation insurance for their respective employee(s).



14. The Township agrees to pay the Borough the sum of two thousand dollars (\$2,000) per month, quarterly in advance, for use of said facilities during the term of this Agreement.
15. The parties agree that in the event either court administrator's position becomes vacant, the parties will explore and consider merging full court operations and developing a formula to equitably share the associated costs.
16. The parties agree that the New Providence and Berkeley Heights Administrators shall periodically meet with the Court Administrators as may be necessary to ensure that all obligations under this agreement are being satisfied or to explore new issues and considerations related to the shared court.
17. This annual agreement shall become effective on July 1, 2010 and expire on June 30, 2011. The agreement shall automatically renew upon each annual expiration for a period of one year, unless a written notice is served by one party on the other party, 60 days in advance of expiration that sets forth a desire to renegotiate the terms herein. This agreement may be cancelled at any time upon 90 day written notice by either party to the other.

**BOROUGH OF NEW PROVIDENCE**

By:

  
JOHN A. THOMS, Mayor

Date:

  
7-8-2010

**TOWNSHIP OF BERKELEY HEIGHTS**

By:

  
ROBERT WOODRUFF, Mayor

Date:

  
July 27-2010

## AMENDMENT TO AGREEMENT

This Amendment is to an Agreement between the Borough of New Providence and the Township of Berkeley Heights dated June 30, 2010.

**WHEREAS**, pursuant to an Agreement entered June 30, 2010, the parties agreed to a partnership to advance a shared service concerning the sharing of municipal courts; and

**WHEREAS**, the parties have agreed to certain amendments to the contract as more particularly set forth herein:

**NOW, THEREFORE**, the parties hereby agree to amend and modify their agreement as follows:

1. The New Providence Court Administrator shall provide the services as the Berkeley Heights Court Administrator, and New Providence shall provide for adequate staff to deliver services associated with the Berkeley Heights Municipal Court functions. The offices for the Shared Court shall remain in the New Providence Municipal Center, 360 Elkwood Avenue, New Providence, New Jersey 07974 for the duration of this Agreement.
2. As consideration for the services specified herein, the Township of Berkeley Heights shall pay the Borough of New Providence \$66,000.00 annually in 12 equal installments of \$5,500.00 per month, which annual fee shall be increased on the first day of each year by the lower of two percent (2%) or the Annual Consumer Price Index.
3. The Borough of New Providence shall provide a monthly invoice to the Township of Berkeley Heights for the services provided, as well as the costs specific to the operation of the Berkeley Heights Courts as identified in Section 7 of the original Agreement.
4. Sections 10, 10A and 11 of the original Agreement are hereby deleted.

5. This Amendment shall become effective April 1, 2015, and shall expire on December 31 of each year. The Agreement shall automatically renew each January 1 for a period of one year, unless written notice is served by one party on the other party, 60 days in advance of the expiration that sets forth a desire to renegotiate the terms herein. This Agreement may be cancelled at any time upon 90 days' written notice to either party to the other.

6. All provisions of the original Agreement shall remain in full force and effect, except where modified herein.

IN WITNESS WHEREOF, the parties hereby execute and deliver this Amendment to their Agreement as of this 9 day of <sup>APRIL</sup> ~~March~~ 2015.

WITNESS:

Wanda [Signature]

Dated: 4-9-15

Borough of New Providence

By: [Signature]  
Allen Morgan, Mayor

[Signature]

Dated: April 28<sup>th</sup>, 2015

Township of Berkeley Heights

By: [Signature]  
Robert Woodruff, Mayor

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2015-138

Council Meeting Date: 03-23-2015

Date Adopted: 03=23=2015

**TITLE: RESOLUTION AUTHORIZING AMENDMENT TO REVISED AGREEMENT BETWEEN BOROUGH OF NEW PROVIDENCE AND TOWNSHIP OF BERKELEY HEIGHTS TO SHARE MUNICIPAL COURTS**

Councilperson Madden submitted the following resolution, which was duly seconded by Councilperson Muñoz.

WHEREAS, the governing body of the Borough of New Providence adopted Resolution 2010-169 on June 14, 2010 and Resolution 2010-182, on June 28, 2010 authorizing an agreement to share municipal courts; and

WHEREAS, the Borough of New Providence and the Township of Berkeley Heights have reviewed the agreement to share municipal courts; and

WHEREAS, the governing body of the Borough of New Providence and the Township of Berkeley Heights believe it is in the best overall interests of each community to amend the shared courts.

NOW THEREFORE BE IT RESOLVED by the Borough Council of the Borough of New Providence, County of Union and State of New Jersey they do hereby approved an amendment to the shared court agreement originally approved June 14, 2010 and revised June 28, 2010 (in the form attached hereto), and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 23<sup>rd</sup> day of March, 2015.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 23<sup>rd</sup> day of March, 2015.

Wendi B. Barry, Borough Clerk

I, Wendi B. Barry, Borough Clerk of the Borough of New Providence, County of Union and State of New Jersey, certify this to be a true copy of a resolution adopted by the Mayor and Borough Council at a regular meeting held on April 9, 2015.

Wendi Barry 4-9-15  
 Wendi B. Barry, Borough Clerk Date

Agenda Item No.: 3

TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, the Township of Berkeley Heights ("Township") and the Borough of New Providence ("Borough") have agreed to the operation of a shared municipal court pursuant to N.J.S.A. 2B:12-1(c); and

WHEREAS, pursuant to N.J.S.A. 2B:12-1(c), the Township and the Borough may share facilities and staff for their municipal courts; and

WHEREAS, the Township has negotiated an Amendment to the Shared Services Agreement with the Borough wherein the New Providence Court Administrator shall provide the municipal court administrator services on behalf of the Township; and

WHEREAS, the Township and the Borough wish to enter into an amendment to the existing Shared Services Agreement to set forth the terms and conditions of the New Providence Court Administrator's provision of municipal court administrator services on behalf of the Township for the consideration of \$66,000.00 per year, with an annual increase of two (2%) percent or the Annual Consumer Price Index; and

WHEREAS, the Township is authorized to enter into this agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., and N.J.S.A. 2B:12-1(c); and

WHEREAS, the Township and the Borough have negotiated a written Amendment, which is attached hereto, and has been reviewed on behalf of the Township and Borough; and

WHEREAS, the Township Council of the Township of Berkeley Heights find it to be in the best interest of the Township and its residents to enter into this Amendment to the Shared Services Agreement with the Borough of New Providence for the provision of municipal court administrator services.

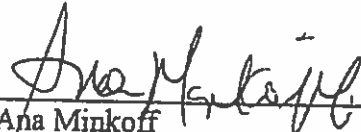
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Berkeley Heights, in the County of Union, and the State of New Jersey that the Amendment to the Shared Services Agreement with the Borough of New Providence for the provision of municipal court administrator services be and hereby is approved; and that the Mayor and Township Clerk are authorized and directed to executed the attached agreement.

BE IT FURTHER RESOLVED that the appropriate Township officials are hereby authorized to take any and all action required to complete this agreement.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law, and the adoption of the appropriate mechanism approving the agreement adopted by the Borough of New Providence.

APPROVED this 24<sup>th</sup> day of March, 2015.

ATTEST:

  
\_\_\_\_\_  
Ana Minkoff  
Township Clerk

ROLL CALL	AYE	NAY	ABSTAIN	ABSENT
DELIA	✓			
FAECHER	✓			
HALL				✓
KINGSLEY				✓
PASTORE	✓			
PIRONE	✓			
TIE:				
MAYOR WOODRUFF				

**ADDENDUM #2**





**TOWNSHIP OF BERKELEY HEIGHTS**

29 PARK AVENUE

BERKELEY HEIGHTS, NEW JERSEY 07922

**ROBERT B. WOODRUFF**  
MAYOR

PHONE: (908) 464-2700

FAX: (908) 464-3238

RWOODRUFF@BHTWP.COM

November 9, 2017

Mayor Nora Radest and Members of City Council  
City of Summit  
512 Springfield Avenue  
Summit, NJ 07901

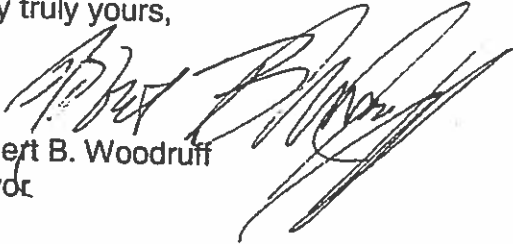
Mayor Al Morgan and Members of Borough Council  
Borough of New Providence  
360 Elkwood Avenue  
New Providence, NJ 07974

Dear Honorable Mayors and Members of Council:

On behalf of the Township Council of Berkeley Heights, I am writing to advise that the modification to the Shared Court agreement of New Providence and Berkeley Heights to include the City of Summit has been reviewed and discussed with the members of the Township Council. The Township Council is aware of the obligations placed upon Berkeley Heights in the new agreement, including that during the period of renovation of the New Providence Council Chambers, the Berkeley Heights Municipal Court sessions will be held in at City Hall, 512 Springfield Avenue, Summit, NJ 07901.

There are no objections to including the City of Summit with the Shared Court.

Very truly yours,

  
Robert B. Woodruff  
Mayor

**ADDENDUM #3**

**7/13/17**

**New Providence Municipal Court Room Renovation**

**Administrative Area (not including Passageway) - Construction Estimate**

<u>Item</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Cost</u>
Demolition	702 sf	\$10.00/sf	\$7,000.00
Millwork @ Pantry (Base & Upper Cabinets, Corian Top)	9'-0" lf		\$7600.00
Building Insulation (above ceiling)	702 sf	\$7.60/sf	\$5335.00
Firestopping		\$800.00	\$800.00
HM Frame/Wood Door	1	\$650.00 each	\$650.00
Access Doors	1	\$500.00 each	\$500.00
Door Hardware	4	\$450.00 each	\$1800.00
Glazed Aluminum Assembly (Interior)	91 sf	\$45.00 sf	\$4095.00
Wood (in Aluminum Frame)	1	\$400.00 each	\$400.00
Gypsum Board (metal stud walls)	75 lf	\$100.00/lf	\$7500.00
Gypsum Board @ Pantry	9 lf	\$100.00/lf	\$900.00
Resilient Flooring	None		
Carpet	78 yards	\$35.00/yard	\$2730.00
Painting (Walls)	1570 sf	\$.80/sf	\$1256.00
Plumbing for Kitchen			\$3500.00
Plumbing Fixture/Sink/Faucet			\$850.00
HVAC Modifications	702 sf	\$15.00/sf	\$10,530.00
Electrical	702 sf	\$22.00/ sf	\$15,444.00
Fire Alarm Modifications			\$3,500.00
Furniture/Office Equipment			N/C
Shades			N/C
File System			N/C
A/V Material & Installation			<u>N/C</u>
<b>Total</b>			<b>\$74,390.00</b>

**Notes:**

All existing light fixtures to be salvaged & revised

Existing Exit Sign to be salvaged & reused

**ADDENDUM #4**

ADDENDUM 4

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Shared Municipal Court - Annual Agreement Costs

2018

Summit Municipal Court Costs

Court Administrator	\$15,000	
Deputy Administrator	\$72,725	
Violations Clerk	\$63,500	
Employer Contributions - Social Security/Medicare @ 7.65%	\$11,569	
Employer Contributions - Pension @ 11.92%	\$18,026	
Healthcare Benefits (Deputy Admin. & Violations Clerk)	\$46,835	(Net employee contributions)
Temporary Employees - Per Diem	\$5,000	
Security	\$12,000	
Use of New Providence Court Facility	\$24,000	
<b>Total Shared Court Costs</b>	<b>\$268,655</b>	

**ADDENDUM #5**

# Municipal Court Consolidation Plan



September 2010

## Appendix D

### Joint / Shared Court Checklist

A checklist of items to be considered during the formation of either a joint or shared court is outlined below. The purpose of this appendix is to outline many of the steps involved in forming either a joint or shared court, particularly from the perspective of court staff, vicinage staff and staff from the Administrative Office of the Courts. For convenience and ease of reference, the joint and shared court sections are separated.

#### Stages Involved in Establishing a Joint Municipal Court

##### THE EXPLORATORY STAGE – Joint Court

- The Assignment Judge, Presiding Judge, and Division Manager should meet with municipal stakeholders.
- Municipal leaders should be advised regarding the role of the Assignment Judge, the Municipal Division, the Municipal Court Services Division, and the respective municipal court judge and staff regarding the establishment of a joint court.
- Highlight the requirements for the detail, agreement and implementation stages relative to the formation of a joint municipal court.

##### THE DETAILS STAGE – Joint Court

**Facilities:** The municipality must provide suitable courtrooms, chambers, offices, equipment, and supplies for the court, its administrator's office and violation's bureau. N.J.S.A. 2B:12-15.

- Identify whether renovations will be needed to the host facility:
  - Court office – adequate space for additional staff, files, etc.
  - Courtroom – space and availability to accommodate more/larger court calendars
  - Municipal facilities – Is there adequate:
    - storage



- wait areas
  - parking
  - access
- Does the facility comply with ADA requirements?
- Courtrooms, chambers and court office must be in a public building. Only the Administrative Director can approve another appropriate location. R. 1:31-1.
  - Court sessions/hours/office hours are to be set by the judge or Presiding Judge, subject to the approval of the Administrative Director. R. 1:30-4.
  - Mass transit

**Personnel:**

- Gubernatorial appointment of the judge(s) is made with the advice and consent of Senate. N.J.S.A. 2B:12-4b.
- The court administrator, prosecutor and public defender appointments are to be determined jointly by the respective municipalities.
- As municipalities consider the selection of the court administrator, the appointing authorities should be advised to review any pertinent civil service regulations.
- Municipal leaders must consider who will fill the position of the court administrator, as well as other positions in the new court.
- Appropriate staffing level for new court:
  - Will there be appropriate staff to handle the increased caseload and any additional court sessions?
  - Division may use weighted caseload analysis for advisory purposes

**Security:**

- What is the status of the host site relative to the Judiciary's Schedule of Protection? See AOC Directive #15-06.
- Will additional security measures be necessary due to the increased number of court sessions and court users?
- How will prisoners appear in court (e.g., transported, videoconferencing)?

## THE AGREEMENT STAGE – Joint Court

### Legal Issues:

- Assignment Judge(s) may review and approve agreements.
- Ordinances establishing the new court must be passed by the respective governing bodies. The name of the joint court must be specified in the ordinances.
- During this stage, the formal agreement is drafted and signed by the municipalities.
- A copy of the formal agreement is to be filed with the Administrative Director. N.J.S.A. 2B:12-1b.

## THE IMPLEMENTATION STAGE – Joint Court

**Responsibilities of Vicinage Municipal Division:** The Municipal Division is to facilitate the exchange of information between Municipal Court Services, AOC and the respective courts. As a result, the Division should ensure that the respective municipal courts perform the following duties:

- Forward a copy of the joint court agreement to Municipal Court Services after it is reviewed and approved by the Assignment Judge.
- Email the following information to JUATS (at least 1 month before change to be completed):
  - Start date for joint court
  - Name of court of record
  - Municipality name and court code(s) joining court of record
  - Updates to court record, including:
    - Name of court (if applicable)
    - Address and phone number(s)
    - Office hours
    - Judge, prosecutor and court administrator names

- Journal/time payment printer remote numbers
- Updates to receipt and warrant printers
- Additions and changes for user ID's
- Address and phone number change for police (if applicable)
- Complete ACH authorization form for bank account changes (if applicable, this should be done approximately 1 month prior to the merger's effective date).
  - A copy of a voided check for any new accounts and the ACH authorization form are to be faxed or mailed to Municipal Court Services.
- Email JUATS to request new/relocation and/or removal of equipment (Note: this should occur approximately 7 weeks before the merger's effective date).
- Notify law enforcement of court code changes for eCDR and eTRO.

**Responsibilities of Municipal Court Services:**

- Court record updates for ATS/ACS:
  - Court name (if applicable)
  - Names -- i.e., judge, court administrator, prosecutor
  - Court address, phone number, court hours
  - Court screen name
  - Change joint court indicator to "Y" for court of record
  - Update all municipalities joining court of record
  - Police address and phone
- Printer updates:
  - ATS -- update remote on ATS court screen for journals and time payment orders
  - ACS -- update remote on ACS court screen for journals and time payment orders

- Update receipt printer -- if additional receipt printers are added, create a new profile for the new receipt printers
- Update warrant printer information
- User ID's:
  - Create newly requested ID's and update security on existing ID's
  - Create additional ID's for new receipt printers
  - Update required police department ID's for court of record
- Notifications:
  - All in-house AOC staff
  - State Police
  - Motor Vehicle Commission (MVC)
- Bank account updates:
  - Notify AOC Fiscal Unit of bank account changes and dates to be completed
  - Notify Elavon of general account changes for NJMCdirect.com
- Technical Assistance:
  - Send TP51 to Technical Assistance Unit for new/relocation and/or removal of equipment.

**Operational Issues for Municipal Court Administrator:**

- Provide notice to internal and external customers. This includes:
  - Updating respective municipality websites, contacting the media (if appropriate), modifying municipal signs, advising the N.J. Lawyers Diary, etc., regarding the closure of existing facility(s) and the establishment of the new court

- Providing customers with the location, court hours, directions, telephone/fax numbers, etc. of the new court
- Placing a message on the former court phone line(s) advertising the new location and contact information
- Contacting external agencies with correct contact information (e.g., local and State Police, Weights and Measures, N.J. Transit, County Prosecutor's Office, etc.)
- Protect the integrity of all court records. This includes:
  - Relocating all tickets, complaints, financial records, docket books and manual receipts to host facility
  - Relocating archived materials to secure storage facility (preferably at the host site)
  - Reviewing retention schedules
- Review with staff and law enforcement, as appropriate, the procedures for collecting bail, issuing citizen complaints, and filing tickets and complaints
- Execute, as appropriate, new authorizations for court administrator and deputies.
- Coordinate with the Municipal Division to offer training for new team members in areas such as management/leadership, team building, communication skills, emotional intelligence, and management of financial accounts.
- Review and modify, as needed, all Judiciary forms and stationery. This includes all in-house forms, as well as:
  - The Special Form of Complaint and Summons, receipt books, etc.
  - The ordering of new ticket books and/or the purchase of stickers for existing books.
- Bank related issues, including:
  - Opening new accounts (bail and general)
  - Maintaining old accounts until directed otherwise by Municipal Court Services and/or Municipal Division

- Adding or deleting signatures for writing checks
- Updating the credit card machine
- Financial Issues:
  - Municipal Division should confirm all accounts are reconciled
  - Host municipality may conduct an independent audit of the merging court(s) prior to the merger effective date
  - The judge, court administrator and all others who handle money must be bonded
  - Run one journal and complete one deposit within 48 hours
  - One monthly cash book and disbursement
  - Operate one change fund (for each person handling money)

Note: The establishment of a joint court necessitates ongoing review and communication between the Division Manager's office and the new court. Each Assignment Judge should determine what level of review is appropriate in his/her vicinage. For example, in one vicinage, the Assignment Judge has directed the Division Manager's office to complete quarterly visitation reports for a limited duration, to ensure the ongoing integrity and efficiency of the court.

## **Stages Involved in Establishing a Shared Court**

### **THE EXPLORATORY STAGE – Shared Court**

- The Assignment Judge, Presiding Judge, and Division Manager should meet with municipal stakeholders.
  - In the event of a cross-county shared court (involving different vicinages), stakeholders from both locales (Assignment Judges, Presiding Judges, Division Managers and respective municipal stakeholders) must be involved.
- Municipal leaders should be advised regarding the role of the Assignment Judge, the Municipal Division, the Municipal Court Services Division and respective municipal court judges and staff regarding the establishment of a shared court.

- Highlight the requirements for the detail, agreement and implementation stages relative to the formation of a shared court.

### **THE DETAILS STAGE – Shared Courts**

**Facilities:** The municipality must provide suitable courtrooms, chambers, offices, equipment, and supplies for the court, its administrator's office and violation's bureau. N.J.S.A. 2B:12-15.

- Identify whether renovations will be needed to the host facility:
  - Court office – is there space for additional staff, files, etc., if courts share space?
  - Courtroom – space and availability to accommodate more/larger court calendars
  - Municipal facilities – is there adequate:
    - storage (if courts share space)
    - wait areas
    - parking
    - access
  - Does the facility comply with ADA requirements?
- Courtrooms, chambers and court office must be in a public building. Only the Administrative Director may approve another appropriate place. R. 1:31-1.
- Court sessions/hours/office hours are to be set by the judge or Presiding Judge, subject to the approval of the Administrative Director. R. 1:30-4.
- Mass transit

**Personnel:** In a shared court, municipalities may agree to appoint the same judge or may appoint separate judges. N.J.S.A. 2B:12-1c.

- In mayor-council form of government, the judge(s) shall be appointed by the mayor with the advice and consent of the governing body. N.J.S.A. 2B:12-4b. In all other types of municipalities, the judge shall be appointed by the governing body of the municipality. N.J.S.A. 2B:12-4b.

- Municipal leaders should review the impact on current judicial appointment(s) in the event they seek to jointly appoint only one judge.
- Appointment of the court administrator, prosecutor and public defender are to be determined by the respective municipalities. Because the courts are separate legal entities, they may choose to employ the same personnel or select different individuals to fill these roles.
  - If municipalities are considering the selection of one court administrator, they should be advised to review all pertinent civil service regulations.
- Appropriate staffing level for new court:
  - Will there be appropriate staff to handle the increased caseload and any additional court sessions?
  - Division may use weighted caseload analysis for advisory purposes.

**Security:**

- What is the status of the host site relative to the Judiciary's Schedule of Protection? See AOC Directive #15-06.
- Will additional security measures be necessary due to the increased number of court sessions and court users?
- How will prisoners appear in court (e.g., transported, videoconferencing)?

**THE AGREEMENT STAGE – Shared Courts**

**Legal Issues:**

- Either an ordinance or a resolution is necessary to establish a shared court.
  - An agreement is reached and drafted by the involved municipalities
  - Assignment Judges may review and approve the agreement. (Note: If a cross vicinage shared court is being established, both Assignment Judges should review the agreement.)

**THE IMPLEMENTATION STAGE – Shared Courts**

**Coordination with the Administrative Office of the Courts (Municipal Court Services**



Division). The Municipal Division should facilitate the exchange of information between Municipal Court Services and the respective courts. As a result, the Division should ensure that the respective municipal courts perform the following duties:

- Email the following information to JUATS (at least 1 month before the merger's effective date):
  - Start date for shared court
  - Updates to court record:
    - Name of court (if applicable)
    - Address and phone
    - Office hours
    - Judge, prosecutor and court administrator names
    - Journal/time payment printer remote numbers
  - Updates to receipt and warrant printers
  - Additions and changes for user ID's
  - Address and phone number change for police (if applicable)
- Complete ACH authorization form for bank account changes (if applicable, this should be done approximately 1 month prior to the merger's effective date)
  - A copy of a voided check for new accounts and the ACH authorization form are to be faxed or mailed to Municipal Court Services.
- Email JUATS to request new/relocation and/or removal of equipment (Note: this should occur approximately 7 weeks before the merger's effective date).

**Responsibilities of Municipal Court Services:**

- Court record updates for ATS/ACS:
  - Court name (if applicable)
  - Names – i.e. judge, court administrator, prosecutor
  - Court address, phone number, court hours
  - Court screen name

- Police address and phone
- Printer updates:
  - ATS -- update remote on ATS court screen for journals and time payment orders
  - ACS -- update remote on ACS court screen for journals and time payment orders
  - Update receipt printer -- if additional receipt printers are added, create a new profile for new receipt printers
  - Update warrant printer
- User ID's:
  - Create additional ID's and update security on existing ID's
  - Create additional ID's for new receipt printers
- Notifications:
  - All in-house AOC staff
  - State Police
  - MVC
- Bank account Updates:
  - Notify AOC Fiscal Unit of bank account changes and dates to be completed
  - Notify Elavon of general account changes for NJMCdirect.com
- Technical Assistance:
  - Send TP51 to Technical Assistance Unit for new/relocation and/or removal of equipment

**Operational Issues for Municipal Court Administrator:**

- Provide notice to internal and external customers. This includes:

- Updating respective municipality websites, contacting the media (if appropriate), modifying municipal signs, advising the N.J. Lawyers Diary, etc., regarding the closure of existing facility(s) and the relocation of the shared courts
- Providing customers with the location, court hours, directions, telephone/fax numbers, etc. of all involved courts
- Placing a recorded message on court former phone lines providing customers with the new court location and contact information
- Contacting external agencies with updated contact information (e.g. local and State Police, Weights and Measures, N.J. Transit, County Prosecutor's Office, etc.)
- Protect the integrity of all court records. If sharing court office, this includes:
  - Relocating all tickets, complaints, financial records, docket books, and manual receipts to host facility
  - Relocating archived materials to secure storage facility (preferably at the host site)
  - Reviewing retention schedules.
- Review with staff and law enforcement, as appropriate, the procedures for collecting bail, issuing citizen complaints, and filing tickets and complaints
- Execute, as appropriate, new authorizations for court administrator and deputies
- Coordinate with the Municipal Division to offer training for team members in areas such as management/leadership, team building, communication skills, emotional intelligence, and management of financial accounts.
- Forms/Stationary -- shared courts are separate entities. Therefore, each court should maintain, as necessary, separate forms and stationery.
- Bank related issues, including adding or deleting signatures for writing checks
- Financial Issues:
  - Municipal Division should confirm all accounts reconciled

- Each municipality is to continue to conduct independent audits of financial accounts.
- The judge, court administrator and others who handle money must be bonded.
- Run separate journals and complete separate deposits for all involved courts (within 48 hours)
- All courts must maintain separate monthly cash books and disburse monies consistent with approved Judiciary financial procedures.
- Two change funds (minimum)

**RESOLUTION AUTHORIZING THE DISSOLUTION OF THE SUMMIT MUNICIPAL COURT AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SHARED SERVICES AGREEMENT BETWEEN THE CITY OF SUMMIT AND THE BOROUGH OF NEW PROVIDENCE**

December 5, 2017

WHEREAS, the City of Summit (the "City") and the Borough of New Providence (the "Borough") recognize the mutual benefit to their respective communities in sharing Municipal Courts; and

WHEREAS, according to N.J.S.A. 2B:12-1(c) two (2) or more municipalities, by 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, the City and the Borough have agreed to the terms set forth in the attached Agreement for a Shared Municipal Court (the "Agreement") in accordance with the Uniform Shared Services and Consolidation Act, codified at N.J.S.A. 40A:65-1, et. seq.; and

WHEREAS, the Honorable Karen M. Cassidy, A.J.S.C. (Union County) has approved the Agreement; and


WHEREAS, the Borough already has an agreement with the Township of Berkeley Heights (the "Township") for a shared municipal court and the Township has no objection to the Borough entering into the Agreement with the City for a shared municipal court.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL, OF THE CITY OF SUMMIT:

1. That effective December 5, 2017, the City's Municipal Court is hereby dissolved; and
2. That the Mayor and City Clerk be and are hereby authorized to execute the Agreement for a Shared Municipal Court between the City of Summit and the Borough of New Providence.

Dated: December 5, 2017

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, December 5, 2017.

  
City Clerk

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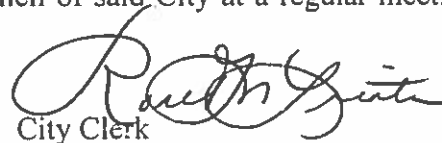
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