

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Hopatcong Borough COUNTY: Sussex

RECIPIENT: Stanhope Borough COUNTY: Sussex

BRIEF DESCRIPTION OF SERVICE:

Municipal Court Services.

EFFECTIVE DATE: Oct 6, 2016

EXPIRATION DATE: Oct 6, 2021

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**MUNICIPAL COURT INTERLOCAL SERVICES AGREEMENT
BETWEEN THE BOROUGH OF HOPATCONG
AND THE BOROUGH OF STANHOPE**

THIS AGREEMENT, made on this 6th day of September, 2016, by and between the Borough of Hopatcong, a municipal corporation in the County of Sussex, State of New Jersey, with offices at 111 River Styx Road, Hopatcong, New Jersey 07843, hereinafter referred to as "Hopatcong" and the Borough of Stanhope, a municipal corporation in the County of Sussex, State of New Jersey, with offices at 77 Main Street, Stanhope, New Jersey 07874, hereinafter referred to as "Stanhope";

WHEREAS, Hopatcong and Stanhope currently have a Shared Services Agreement for Municipal Court; and

WHEREAS, in an effort to continue an efficient and economically beneficial court system, Hopatcong and Stanhope wish to mutually appoint certain positions within the municipal court system and share costs for certain other expenses; and

WHEREAS, Hopatcong and Stanhope each desire to maintain their respective municipal courts and not create a "Joint Municipal Court" as defined in N.J.S.A. 2B:12-1(b); and

WHEREAS, N.J.S.A. 2B:12-1(c) expressly provides that two or more municipalities, by ordinance or resolutions, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint the same persons and judges and administrators without establishing a joint municipal court; and

WHEREAS, where municipal courts share facilities in such a manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1, the Uniform Shared Services and Consolidation Act, Hopatcong and Stanhope are empowered to enter into an agreement to provide for the sharing of said municipal court services.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties set forth herein, Hopatcong and Stanhope agree as follows:

I. Scope of Agreement

Hopatcong and Stanhope agree to provide for the consolidated operation of each municipality's independent municipal court and the provisions set out below shall govern each party's responsibilities for the provision of said services. Furthermore, the following shall be applicable to this Agreement:

- A. The recital clauses set forth hereinabove are hereby made an integral part of this Agreement.
- B. This Agreement is being made pursuant to Uniform Shared Services and Consolidation Act N.J.S.A.40A:65-1, wherein any municipality may enter into an Agreement to perform any service for any other municipality as allowed by law.
- C. Wherein this Agreement the terms "party", "parties", "municipality", or "municipalities" are used, the use of such terms are to be interchangeable and specifically refer to the Borough of Stanhope and the Borough of Hopatcong.

II. Sites of Municipal Courts

The parties agree that the daily operations and court sessions of the Stanhope Municipal Court and the Hopatcong Municipal Court will be hereinafter conducted in facilities located within the Hopatcong Borough Municipal Building.

III. Judicial, Prosecutorial, and Public Defender Appointments

- A. The parties agree that one individual Judge shall preside in both the Stanhope Municipal Court and the Hopatcong Municipal Court. The appointment shall be made by the Hopatcong Borough Governing Body after consultation with the Stanhope Borough Governing Body. Stanhope shall take all necessary steps as

required by law to appoint the Judge of the Hopatcong Municipal Court as the Judge of the Stanhope Municipal Court within thirty (30) days of each successive appointment.

- B. The parties agree that one individual Prosecutor shall prosecute for both the Stanhope Municipal Court and the Hopatcong Municipal Court. Appointments shall be made by the Hopatcong Borough Governing Body after consultation with the Stanhope Borough Governing Body. Stanhope shall take all necessary steps as required by law to appoint the Prosecutor of the Hopatcong Municipal Court as the Prosecutor of the Stanhope Municipal Court within thirty (30) days of each successive appointment. The parties further agree that one alternate Prosecutor shall be chosen by Hopatcong to serve each Municipal Court upon the execution and ratification of this Agreement.
- C. The parties agree that one individual Public Defender shall provide public defense services for both the Stanhope Municipal Court and the Hopatcong Municipal Court. Appointments shall be made by the Hopatcong Borough Governing Body after consultation with the Stanhope Borough Governing Body. Stanhope shall take all necessary steps as required by law to appoint the Public Defender of the Hopatcong Municipal Court as the Public Defender of the Stanhope Municipal Court within thirty (30) days of each successive appointment. The parties further agree that one alternate Public Defender shall be chosen by Hopatcong to serve each Municipal Court upon the execution and ratification of this Agreement.

IV. Court Administration

The parties agree that one individual Court Administrator shall be the Court Administrator for both the Stanhope Municipal Court and the Hopatcong Municipal Court. If required, Stanhope shall take all necessary steps as required by law to appoint the Court Administrator of the Hopatcong Municipal Court as the Court Administrator of the Stanhope Municipal Court within thirty (30) days of the execution and ratification of this Agreement. The parties further agree that any subsequent appointment for the position of Court Administrator when a vacancy occurs shall be for a single Court Administrator to administer each municipality's respective Municipal Court. Subsequent

appointments shall be made with the mutual consent of each party to this Agreement as to the individual appointed to the position. The parties further agree that Stanhope shall also appoint Hopatcong's Deputy Court Administrator as the Deputy Court Administrator for the Stanhope Municipal Court. The parties agree that any appointment made for the position of Court Administrator shall conform to the requirements of N.J.S.A. 2B:12-11.

V. Costs

A. Stanhope shall pay to Hopatcong the sum of \$77,286.00 per annum starting January 1, 2017 for Hopatcong's operation of the Stanhope Municipal Court in Hopatcong's facilities. There shall a compounded two percent (2.0%) increase in each subsequent year of the agreement. Except as provided for in Subsection B hereof, this payment shall be in consideration of all of Hopatcong's costs to operate Stanhope's Municipal Court in Hopatcong's facilities, including, but not limited to the payment of all salaries, benefits and fees for the Judge, Prosecutor, Public Defender, Court Administrator, Deputy Court Administrator and any other personnel required for the Court. The annual fee shall also include Hopatcong providing for all court security and the transportation of prisoners from the Sussex County Correctional Facility to and from court. Stanhope's annual payment shall be paid in equal monthly installments in accordance with Stanhope's normal payment procedure. For purposes of effecting this Agreement, in the event it is so required by any law, Stanhope shall pay a nominal \$1.00 yearly salary to the Municipal Court Judge, Prosecutor, Court Administrator or Deputy Court Administrator.

B. Stanhope shall also pay to Hopatcong the flat rate sum of \$25,000.00 per year in addition to the payment set forth in Subsection A above in consideration of Hopatcong's operation of the Stanhope Municipal Court in Hopatcong's facilities. This payment shall be made in equal monthly installments with the monthly installment of the fee provided for in Subsection A above.

VI. Revenues

Except for Public Defender application fees (which are paid directly to the Public Defender), the revenues generated by the Hopatcong Municipal Court and the Stanhope

Municipal Court shall remain the sole and exclusive property of each of the parties hereto. Hopatcong shall remit to Stanhope each month all of the net revenue of the Stanhope Municipal Court collected by the Hopatcong Municipal Court, in accordance with Hopatcong's normal payment procedure.

Hopatcong shall retain all Public Defender application fees paid by indigent defendants in the Stanhope Municipal Court, which Hopatcong shall utilize to compensate the Hopatcong Public Defender for representing Stanhope indigent defendants.

VII. Court Officer

Hopatcong shall provide at least one of its uniformed Police Officers at its sole cost and expense to be the Court Officer for each scheduled Stanhope Municipal Court session.

VIII. Municipal Court Scheduling

Hopatcong's Municipal Court shall be solely responsible for the scheduling of each party's Municipal Court operations and sessions, which shall be scheduled to avoid conflict with other official meetings and activities of the Borough of Hopatcong and its related agencies.

IX. Court Names and Titles

The parties to this Agreement agree their respective Municipal Courts shall retain the current names and titles, specifically, the Municipal Court of the Borough of Stanhope and the Municipal Court of the Borough of Hopatcong and such names will continue to appear on each court's specific captions and process.

X. Non-Merger of Civil Service Operations

The parties hereby acknowledge that their respective Municipal Courts are not merging or becoming a "joint" court by operation of this Agreement. The parties further acknowledge that each party may separately operate pursuant to N.J.S.A. 11A:1-1 et seq., however each party expressly deems and intends that the provisions of N.J.S.A. 11A:9-8 and N.J.A.C. 4A:9-1.2 shall not apply to either party not operating pursuant to N.J.S.A. 11A:1-1 et seq., that party's employees, or that party's personnel as

contemplated hereunder. The parties further agree that should any court, forum, or arbitrator of competent jurisdiction determine or deem that, as a result of this Agreement, the provisions of N.J.S.A. 11A:1-1 et seq. or N.J.A.C. 4A:1-1 et seq. shall be operative against any party to this Agreement that does not voluntarily operate pursuant to the provisions of N.J.S.A. 11A:1-1 et seq. and N.J.A.C. 4A:1-1 et seq., this Agreement may be immediately terminable by either party.

XI. Periodic Review; Bail Reform Act

- A. During the course of this Agreement, Hopatcong and Stanhope agree that they shall meet at a mutually convenient location to review the continued efficient operation of the Shared Court. During the first twelve (12) months of this Agreement, they shall meet quarterly to review the operation of the Shared Court to ensure the continued efficient operation of the Shared Court. After the first year of operation of the Shared Court, the parties agree that the meetings to review the continued efficient operation of the Shared Court shall occur every six (6) months.
- B. Both parties acknowledge that the Bail Reform Act may impact this Agreement. Both parties agree to negotiate any increased costs in relation to new procedures in good faith at any time during the term of this Agreement.

XIII. Severability

If any section, provision or part of this Agreement shall be held invalid or unenforceable in any Court of competent jurisdiction, the same shall not affect the other sections, provisions, or parts of this Agreement, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion hereof.

XIV. Disputes

The parties agree that all claims, demands, disputes, differences, controversies and misunderstandings arising under, out of, in connection with, or in relation to this Agreement may be submitted to mediation before either party may cancel this Agreement or take any other action hereunder. If mediation is agreed upon, the parties shall

mutually share all fees and expenses of the mediation, not including counsel fees and witness fees incurred by each party for its own benefit.

XV. Termination

This Agreement shall be for a term of five (5) years, upon the expiration of which, this Agreement shall renew automatically and continue year to year unless terminated in accordance with the terms of this Agreement. This Agreement may be terminated by either party upon 185 days written notice to the other party.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and caused these presents to be signed by their proper corporate officers, and, so as to make this document's authenticity the greater and its attestation the fuller, said parties have further caused their proper corporate seals to be hereto affixed, the day and year first above written.

BOROUGH OF HOPATCONG

Witness:

(Seal) Catherine Schultz
Catherine Schultz, Municipal Clerk

Sylvia Petillo
Sylvia Petillo, Mayor

Date: Oct 6, 2016

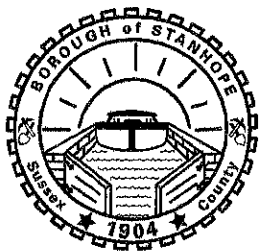
BOROUGH OF STANHOPE

Witness:

(Seal) Ellen Horak
Ellen Horak, Municipal Clerk

Rosemarie Maio
Rosemarie Maio, Mayor

Date: Oct 27, 2016



Borough of Stanhope

77 Main Street

Stanhope, NJ 07874

Tel: 973-347-0159

Fax: 973-347-6058

October 27, 2016

Catherine Schultz, RMC
Borough of Hopatcong
111 River Styx Road
Hopatcong, NJ 07843

Re: Municipal Court Shared Service Agreement

Dear Catherine:

Enclosed herewith please find one (1) fully executed Municipal Court Shared Service Agreement between the Borough of Stanhope and Hopatcong. Also enclosed is a certified copy of Resolution 161-16 adopted on October 25, 2016 which authorizes the execution of the agreement.

If you need anything further, please do not hesitate to contact me.

Very truly yours,

Ellen Horak, RMC
Municipal Clerk

:eh
Encs.

Borough of Stanhope

Sussex County, New Jersey

- Resolution -

RESOLUTION AUTHORIZING RENEWAL OF INTERLOCAL SERVICES AGREEMENT WITH THE BOROUGH OF HOPATCONG FOR A SHARED MUNICIPAL COURT

WHEREAS, the Borough of Stanhope is required by law to operate a Municipal Court to hear those summonses which fall within the jurisdiction of Municipal Courts in the State of New Jersey; and

WHEREAS, N.J.S.A. 2B:12-1(c) expressly provides that two or more municipalities may by ordinance or resolution agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their Municipal Courts, wherein each Municipal Court maintains its separate identity; and

WHEREAS, pursuant to the provisions of N.J.S.A. 40A:65-1, the Uniform Shared Services and Consolidation Act, Hopatcong and Stanhope are empowered to enter into an agreement to provide for the sharing of said municipal court services; and


WHEREAS, in 2011 the Borough of Stanhope and the Borough of Hopatcong entered into a Interlocal Services Agreement to provide for the consolidation of their municipal courts, under a Shared Court Agreement; and

WHEREAS, the Governing Body of the Borough of Stanhope believes that it is in the best interest of the Borough of Stanhope to enter into a renewal of the Interlocal Services Agreement with the Borough of Hopatcong wherein the Borough of Hopatcong shall operate the Stanhope Borough Municipal Court in Hopatcong's facilities with Hopatcong personnel as is provided for in the attached Interlocal Services Agreement; and

WHEREAS, the Interlocal Services Agreement with the Borough of Hopatcong is a shared services agreement, which shall result in costs savings to the Borough of Stanhope while continuing the efficient operation of the Stanhope Borough Municipal Court;

NOW, THEREFORE, be it resolved by the Mayor and Council of the Borough of Stanhope on this 27th day of September 2016 that the Mayor and Clerk be and the same are hereby authorized to execute the attached Interlocal Services Agreement with the Borough of Hopatcong to continue a shared municipal court.

I certify this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Stanhope on October 25, 2016.


Ellen Horak, Borough Clerk