

SHARED SERVICES AGREEMENT FOR MUNICIPAL COURT SERVICES

THIS SHARED SERVICES AGREEMENT made this ____ day of _____ 2013 by and between **THE BOROUGH OF EATONTOWN** ("Eatontown") with the principal office located at 47 Broad Street, Eatontown, NJ 07724, **THE BOROUGH OF TINTON FALLS** ("Tinton Falls") with the principal office located at 556 Tinton Avenue, Tinton Falls, NJ 07724, and the **BOROUGH OF MONMOUTH BEACH** ("Monmouth Beach") with its principal office located at 22 Beach Road, Monmouth Beach, NJ 07750. Eatontown, Tinton Falls and Monmouth Beach will be collectively referred to herein as the "Municipalities".

WITNESSETH

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-01 et seq. ("the Act"), authorizes local units of the State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, N.J.S.A 2B:12-1(c) allows two or more municipalities to provide jointly for courtrooms, chambers, equipment, supplies, and employees for their municipal courts and to agree to appoint the same persons as certified court administrator without establishing a joint municipal court; and

WHEREAS, Eatontown, Tinton Falls and Monmouth Beach desire to share facilities, equipment and administrative staff, in accordance with N.J.S.A. 2B:12-1(c), in order to conserve resources and to provide for a more efficient and economically sound municipal court system; while each municipality maintains its right to appoint their own judge, prosecutor, and public defender; and

WHEREAS, Tinton Falls has agreed to allow Eatontown and Monmouth Beach to utilize the Tinton Falls Municipal Court facilities and administrative staff effective Friday, September 13, 2013, subject to the approval of the Assignment Judge of the County of Monmouth, and has agreed to allow Eatontown and Monmouth Beach to utilize the Tinton Falls Municipal Court offices and administrative staff as of the effective date of this Agreement; and

WHEREAS, Eatontown, Monmouth Beach and Tinton Falls find that it would be in the best interest of the Municipalities to utilize the Tinton Falls Municipal Building's courtroom, court offices, and to share administrative employees, facilities, and equipment, under the terms and conditions referenced herein.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by reference, and in consideration of the mutual covenants contained herein, the Municipalities hereto, intending to be legally bound, hereby agree as follows:

RESOLUTION AUTHORIZING ENTRY OF SHARED SERVICE AGREEMENT FOR MUNICIPAL COURT SERVICES WITH EATONTOWN AND MONMOUTH BEACH

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-01 et seq. authorizes local units of the State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, N.J.S.A 2B:12-1(c) allows two or more municipalities to provide jointly for courtrooms, chambers, equipment, supplies, and employees for their municipal courts and to agree to appoint the same persons as certified court administrator without establishing a joint municipal court; and

WHEREAS, Eatontown, Tinton Falls and Monmouth Beach desire to share facilities, equipment and administrative staff, in accordance with N.J.S.A. 2B:12-1(c), in order to conserve resources and to provide for a more efficient and economically sound municipal court system; while each municipality maintains its right to appoint their own judge, prosecutor, and public defender; and

WHEREAS, Tinton Falls has agreed to allow Eatontown and Monmouth Beach to utilize the Tinton Falls Municipal Court facilities and administrative staff effective Friday, September 13, 2013, subject to the approval of the Assignment Judge of the County of Monmouth, and has agreed to allow Eatontown and Monmouth Beach to utilize the Tinton Falls Municipal Court offices and administrative staff as of the effective date of this Agreement; and

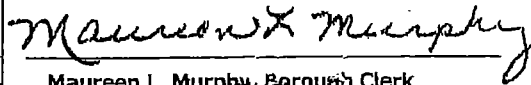
WHEREAS, Eatontown, Monmouth Beach and Tinton Falls find that it would be in the best interest of the Municipalities to utilize the Tinton Falls Municipal Building's courtroom, court offices, and to share administrative employees, facilities, and equipment, under the terms and conditions referenced herein.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey that the Mayor is hereby authorized and directed to execute a shared services agreement for municipal court services with the Boroughs of Eatontown and Monmouth Beach for a total starting fee of \$150,000 per year pursuant to the substantive terms and conditions of the Agreement attached hereto and made part hereof subject to the final review and approval of the Assignment Judge for the County of Monmouth.


 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held August 6, 2013.


 MAUREEN L. MURPHY, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S T A I N	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on August 6, 2013.
MS. FAMA		x	x				 Maureen L. Murphy, Borough Clerk
MR. LARKIN			x				
MR. PAK	x		x				
MR. SCHERTZ			x				
MR. BALDWIN			x				

1. Provision of Services and Space within the Tinton Falls Municipal Building.

- A. Commencing September 13, 2013, Tinton Falls shall provide Eatontown and Monmouth Beach with space in the Tinton Falls Municipal Building in which to conduct municipal court hearings, and the Municipalities shall share facilities, equipment and administrative staff, pursuant to N.J.S.A. 2B:12-1(c), in accordance with the terms and conditions set forth herein.

2. Provision of Staff within the Tinton Falls Municipal Building.

- A. Municipal Judge, Prosecutor and Public Defender. Each municipality shall appoint each of these positions pursuant to the provisions of the general municipal law. If at any time during the Agreement, the Municipalities agree to utilize the same individual(s) for any of these positions, a resolution amending the Agreement will be adopted by the Municipalities at the end of the existing term(s) for the position.
- B. Certified Court Administrator. Upon execution of the Agreement, the certified court administrator for Tinton Falls will serve as the certified court administrator for Eatontown, Monmouth Beach and Tinton Falls, and shall retain any and all rights and conditions of employment otherwise accrued from Tinton Falls. Any subsequent appointments of an administrator shall be in conformance with N.J.S.A. 2B:12-10 and N.J.S.A. 2B:12-11, et seq.
- C. Deputy Court Administrator and Administrative Staff. Upon the effective date of the Agreement, the Deputy Court Administrator(s) for Tinton Falls will serve as the Deputy Court Administrator(s) for Eatontown, Monmouth Beach and Tinton Falls. Additionally, the administrative staff currently employed by Tinton Falls will remain as employees of Tinton Falls. Tinton Falls shall at its sole discretion to determine the level of staffing required to satisfy the terms and conditions of this Agreement.
- D. Court Security. Eatontown and Monmouth Beach shall be individually responsible to provide security for weapons screening at the entrance of the courtroom prior to and during all their respective court sessions. Eatontown and Monmouth Beach shall also be responsible to provide police security within the courtroom for their respective court sessions as per the approved Tinton Falls court security plan. If determined to be available by Tinton Falls, Eatontown and Monmouth Beach, however, may decide to pay Tinton Falls for the provision of such services, in addition to the fees agreed to under this Agreement, using officers of the Tinton Falls Police Department at the same rates established for special duty assignments by Tinton Falls ordinance.

- E. Prisoner Transportation. Eatontown and Monmouth Beach shall be solely responsible for the transport of all persons held in custody on warrants or summons and sentences emanating from their respective jurisdictions. Tinton Falls shall grant the Eatontown and Monmouth Beach Police the temporary use of custodial facilities while court is in session.
- F. Designated Court Dates/Times. Tinton Falls shall provide the use of its Court facilities each Thursday on days and times as scheduled by the Respective Court Judge and Court Administrator, or at such times as mutually agreed by the parties hereinafter.

3. Captions.

In accordance with N.J.S.A. 2B:12-1(c), the identities of the individual courts shall continue to be expressed in the captions of orders and process.

4. Term.

The initial term of this Agreement shall commence upon the final execution of the Agreement by the duly authorized representatives of the Municipalities subject only to the authorization of the Assignment Judge for the County of Monmouth ("the Effective Date"), and shall continue for a term of five (5) years from January 1, 2014 through December 31, 2019 ("the Term") unless terminated pursuant to the terms and conditions of Section 9 of this Agreement. Notwithstanding the foregoing, by resolutions of the governing bodies of the Municipalities, this Agreement may be extended for additional terms of one (1) year up to a total of five (5) additional years.

5. Transition.

The Municipalities agree that the equipment and resources associated with this agreement shall be transitioned as follows:

- A. Equipment. There shall be no transfer of equipment with the exception of Eatontown and Monmouth Beach's business supplies (i.e., summonses, warrants, etc.). Tinton Falls will bill Eatontown and Monmouth Beach directly for any such business supplies it purchases that are directly attributable to Eatontown and Monmouth Beach (i.e., summonses, warrants, etc.), which cannot be utilized by Tinton Falls in the service of its or any other municipality's court.
- B. Bank Accounts. In accordance with N.J.S.A. 2B:12-1, et seq., Eatontown, Monmouth Beach and Tinton Falls will maintain separate general and bail accounts. By December 31, 2014, these separate accounts shall be located at the same bank to be determined by Tinton Falls. These accounts will be

maintained according to standardized financial procedures established to process and track all monies received in the municipal courts. The Municipalities will receive and appropriately distribute all fines generated by all cases on their respective dockets. The Municipalities will each maintain dedicated funds for Parking Offenses Adjudication Act (POAA) Funds and Alcohol Education Rehabilitation and Enforcement (DWI) Funds, which will be made available to their respective municipal courts.

- C. Account Audits. Tinton Falls requires that the financial records relating to all Municipal Court activities involving Eatontown and Monmouth Beach prior to the Effective Date of this Agreement, including the general and bail accounts, shall be audited by an independent auditor, and that any and all fees associated with such audits shall be paid for by Eatontown and Monmouth Beach. The costs associated with such audits for transactions taking place after the Effective Date of the Agreement shall be paid by Tinton Falls.
- D. Liabilities. Any liability associated with or concerning Eatontown, Monmouth Beach or Tinton Falls determined to exist from transactions taking place prior to the Effective Date shall be the sole responsibility of the Borough which incurred such liability.

6. Consideration.

- A. Eatontown shall pay Tinton Falls the sum of \$100,000.00 annually for the first two (2) years of the Agreement commencing from January 1, 2014.
- B. Monmouth Beach shall pay Tinton Falls the sum of \$50,000.00 annually for the first two (2) years of the Agreement commencing from January 1, 2014.
- C. For the remaining years of the Agreement, and any extensions thereafter, the yearly cost of services shall be increased by the amount allowable pursuant to N.J.S.A. 40A:4-45.45 (the Tax Levy Cap) over the prior year's amount.
- D. Eatontown and Monmouth Beach shall make equal quarterly payments of the annual payments to Tinton Falls on January 1, April 1, July 1, and October 1 of each year of this Agreement.

7. Hold Harmless and Indemnification.

Eatontown and Monmouth Beach shall defend, hold harmless, and indemnify Tinton Falls, its officers, employees and agents from any and all fines, claims, and losses of whatever nature or type arising out of or in connection with the provision of the Services by Tinton Falls to Eatontown and Monmouth Beach and its residents pursuant to this Agreement to the extent permitted by law.

Tinton Falls shall notify Eatontown and Monmouth Beach if any event occurs which requires or which may require defense and/or indemnification. Eatontown and Monmouth Beach shall provide Tinton Falls with legal counsel satisfactory to Tinton Falls against any claim or proceeding, which may be brought against Eatontown, Monmouth Beach or others to whom this Section applies, if any, with respect to the foregoing or in which the may be implicated. Eatontown and Monmouth Beach shall pay, satisfy, and discharge any judgment, settlement, compromise, order, or decree, which may be recovered against, Eatontown, Monmouth Beach or other to whom this section applies pursuant to the within subsection.

8. Insurance.

It is recognized and understood that Eatontown, Monmouth Beach and Tinton Falls participate in the Monmouth Joint Insurance Fund ("JIF"). Final approval of this Agreement by Eatontown, Monmouth Beach and Tinton Falls is subject to each obtaining insurance coverage by the JIF, and that each will name the other as additional insured on any insurance policies it separately maintains. These policies shall include, without limitation, a 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 Eatontown, Monmouth Beach or Tinton Falls 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. Termination.

- A. This Agreement may be terminated at any time upon mutual agreement of the Municipalities; however, unless otherwise agreed by the Municipalities, such a termination shall not become effective for a minimum of six (6) months following the adoption of resolutions by both governing bodies authorizing the termination.
- B. Pursuant to N.J.S.A. 40A:65-7(e) any Party to this Agreement may enter into another agreement or agreements with any other eligible municipality for the performance of Municipal Court Services pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. The participation in one agreement shall not bar participation with the same or other municipalities in any other agreement. The Municipalities further agree that if an opportunity arises for a different agency to perform Municipal Court Services for the Municipalities, the negotiations for new services will include all Municipalities to this Agreement. Further, if termination of this Agreement is a consideration of a new Shared Service with another agency, such termination shall not take place until six (6) months after notification of

the Municipalities to this Agreement, unless early termination is agreed upon by all parties.

- C. All parties may terminate this Agreement at any time and for any reason, except as provided by Paragraph B above, upon giving the other party six (6) months notice of its intent to terminate.
- D. In the event that any party defaults in the performance of any of its obligations under this Agreement after receiving written notice of same, and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement and shall be entitled to all other remedies available at law, in equity, or both.
- E. In the event of a termination pursuant to any subsection of this Agreement, the Municipalities shall take all steps necessary to ensure that the services are transitioned back to Eatontown and/or Monmouth Beach in a manner which does not jeopardize the health, welfare or safety of the residents of any party.

10. Chain of Command; Annual Meeting; Notification of Complaints.

- A. The Tinton Falls employees providing services under this Agreement shall be under the exclusive authority and control of Tinton Falls. Eatontown and Monmouth Beach shall not provide any direction or instruction to or discipline or reprimand any employee of Tinton Falls. The Municipalities shall designate one of their respective Council Members as their representatives for communications between the Municipalities regarding the provision of the services under this Agreement. Nothing contained in this paragraph shall prevent the designated Council Member or Administrator from Eatontown or Monmouth Beach from contacting the Tinton Falls Mayor or Administrator with information or suggestions regarding the services provided hereunder. Nothing in this paragraph shall be interpreted to limit the authority of the Judge of Tinton Falls Municipal Court, the presiding Judge Municipal Courts, or the Assignment Judge to supervise and manage the Tinton Falls Municipal Court pursuant to R. 1:33-4 and R. 1:34-3 and *Thurber vs. City of Burlington*.
- B. The Municipalities agree to meet at least annually to discuss the provisions of the Services under this Agreement; the costs associated with same; and any other matter concerning this Agreement.

11. Choice of Law.

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

12. Entire Agreement.

This Agreement represents the entire agreement between the Municipalities and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by writing which is signed by all of the Municipalities hereto.

13. Severability.

If any party of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

14. Waiver.

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power hereint ant any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.


15. Modification.

This Agreement may not be changed orally, and may be modified or amended only by a written agreement signed by both Municipalities.

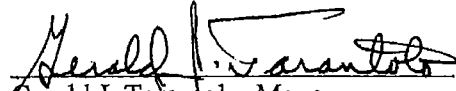
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Municipalities hereto have executed this Agreement the date first above written.

BOROUGH OF EATONTOWN



Municipal Clerk



Gerald J. Tarantolo, Mayor

BOROUGH OF TINTON FALLS

Maureen Murphy
Municipal Clerk

Michael Skudera, Mayor

BOROUGH OF MONMOUTH BEACH

Joyce Escalante
Municipal Clerk

Susan Howard, Mayor

IN WITNESS WHEREOF, the Municipalities hereto have executed this Agreement the date first above written.

BOROUGH OF EATONTOWN

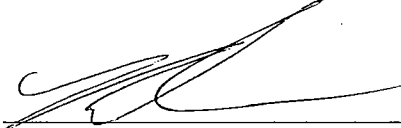
Municipal Clerk

Gerald J. Tarantolo, Mayor

BOROUGH OF TINTON FALLS

Maureen L. Murphy

Maureen Murphy
Municipal Clerk



Michael Skudera, Mayor

BOROUGH OF MONMOUTH BEACH

Mayor

IN WITNESS WHEREOF, the Municipalities hereto have executed this Agreement the date first above written.

BOROUGH OF EATONTOWN

Municipal Clerk

Gerald J. Tarantolo, Mayor

BOROUGH OF TINTON FALLS

Maureen Murphy
Municipal Clerk

Michael Skudera, Mayor

BOROUGH OF MONMOUTH BEACH

Joyce Escalante

Joyce Escalante
Municipal Clerk

Susan Howard

Susan Howard, Mayor