

RESOLUTION NO. 2020-121

AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF MATAWAN AND THE TOWNSHIP OF ABERDEEN FOR A SHARED COURT

WHEREAS, the Township of Aberdeen and the Borough of Matawan (hereinafter referred to as the "Parties") wish to establish a shared municipal court pursuant to the New Jersey Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, et seq.) authorizes local units such as these Municipalities to enter into Shared Services Agreement with other local units; and

WHEREAS, the Parties find that it is in their best interest to establish a shared municipal court upon the terms and conditions established by and memorialized in the mutual written agreement approved by this Resolution and attached herewith.

NOW, THEREFORE, BE IT RESOLVED the Council of the Township of Aberdeen hereby authorizes the Township to enter into a Shared Services Agreement with the Borough of Matawan for a Shared Court as outlined in the attached Agreement to be effective January 1, 2021, for the term expiring December 31, 2024.

BE IT FURTHER RESOLVED, the Council of the Township of Aberdeen resolves that the Mayor is hereby authorized as signatory on behalf of the Township of Aberdeen.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Township Departments: Administration, Clerk, Finance, Police as well as the Borough of Matawan, and the Division of Local Government Services Attn: Shared Services, and the Monmouth County Assignment Judge and Administrative Office of the Courts.

**SHARED SERVICE AGREEMENT BETWEEN ABERDEEN TOWNSHIP
AND THE BOROUGH OF MATAWAN**

THIS SHARED SERVICE AGREEMENT effective the _____ day of _____, 2020 between ABERDEEN TOWNSHIP ("Aberdeen Township"), a municipal corporation of the State of New Jersey with its principal offices located at One Aberdeen Square, Aberdeen New Jersey 07747, and the BOROUGH OF MATAWAN ("Borough of Matawan"), a municipal corporation of the State of New Jersey, with its principal offices located at 201 Broad Street, Matawan, New Jersey 07747. Aberdeen Township and Matawan Borough will collectively referred to herein as the "Parties"

WITNESSETH:

WHEREAS, The Uniform Shared Services and Consolidation Act" at N.J.S.A. 40A:65-1 et seg: (The "Act"), allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in this agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purpose of any of the participating local units; and

WHEREAS, Chapter 12, Municipal Courts, at N.J.S.A. 2B:12-1 (c) provides that "two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chamber, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court. Where Municipal courts share facilities in this matter, 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. 2B:12-1 (c) Aberdeen Township and the Borough of Matawan adopted the appropriate resolutions establishing a municipal court, and providing for the sharing of court facilities and court staff including the court administrators, other court employees and security personnel hereinafter referred to as the "Shared Court".

WHEREAS, Aberdeen Township has agreed to allow the Borough of Matawan to utilize Aberdeen Township's Court Room and Court offices effective upon the execution of the Agreement and notice to and the approval of the Administrative Office of the Courts ("The AOC") and the Assignment Judge of Monmouth County Superior Court ("the Assignment Judge") , whichever occurs later, and

WHEREAS, The Governing Bodies of Aberdeen Township and the Borough of Matawan believe it is in the best interest of the municipalities for both to use Aberdeen Township's Municipal Court Room, Court Officer, and to share employees, facilities, and equipment under the terms and conditions referenced herein; and

WHEREAS, this agreement is established in accordance with the Uniform Shared Services and Consolidation Act *N.J.S.A. 40A:65-1, et seq.* ("The Agreement").

NOW THEREFORE, with the foregoing recitals incorporated herein by the reference and in consideration of the mutual covenants contained herein, Aberdeen Township and Borough of Matawan, intending to be legally bound, hereby agree as follows:

1. **Establishment of Shared Municipal Court.** Aberdeen Township and the Borough of Matawan hereby agree to the sharing of Aberdeen Township's court facilities as authorized by *N.J.S.A. 2B:12 (c)*, which shall provide the establishment of the Aberdeen Township Municipal Court and Borough of Matawan Municipal Court in Aberdeen Township (which arrangement shall hereinafter referred to as the "Shared Courts"). The Shared Court will be established as soon as legally and logically possible in 2021. Established is contingent upon written approval from the Administrative Office of the Courts and the Assignment Judge, Superior Court of New Jersey, Monmouth County.
2. **Location and Days of Operation of the Shared Courts.** The Shared Court, including the courtroom and court administrative office and all court sessions will be located and conducted at One Aberdeen Square, Aberdeen, New Jersey 07747, in the Municipal Building. Aberdeen Township will provide day-to-day Court administrative services and support to include day-to-day operations, record-keeping, and administrative functions of the Matawan Borough Court. It is anticipated by the parties that the Borough of Matawan municipal court sessions will take place on Wednesday afternoon.
3. **Bank Accounts.** In accordance with *N.J.S.A. 28:12-1 (c)* Aberdeen Township and the Borough of Matawan each maintain a separate general and bail account. These accounts will be maintained according to standard 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 court dockets. Aberdeen Township and the Borough of Matawan will each maintain a separate dedicated fund for Parking Offenses Adjudication Act ("POAA") Funds and Alcohol Education and Rehabilitation and Enforcement ("DWI") Funds, which will be available to their respective municipal court operations.

In addition, Aberdeen Township and the Borough of Matawan agree that the financial records relating to Municipal Court activities involving Aberdeen Township and the Borough of Matawan prior to the effective date, the general bail account, shall be audited in January 1, 2021 for the period of January 1 through December 31, 2020 by an independent auditor. Any discrepancies in the account prior to January 1, 2021 shall be the responsibility of each respective municipality. Any and all fees associated with each municipality's audit shall be paid for by their respective municipality.

4. **Operating Costs and Expenses.** For the first calendar year of this Agreement the Borough of Matawan shall pay Aberdeen Township a fee of \$103,138.00 for the use of the facility, complete court office staffing, court sessions, and supplies in accordance with paragraph 5 below. This amount shall be increased by 2% annually for the second or subsequent years of this Agreement. The parties further agree that any forms or supplies, including but not limited to ticket books, manual receipts, notices, letterhead, envelopes and other materials necessary to court operations, which are specifically utilized by one Municipal Court, shall be the sole responsibility of that specific Municipal Court and shall not be a shared expense.
5. **Personnel and Appointments.** The parties agree that the Shared Court staffing will be provided by Aberdeen Township. The compensation of the Court Administrator, Deputy Court Administrator and the Violations Clerk (all staffing) shall be the responsibility of Aberdeen Township. The hiring, employment and appointment of the aforementioned positions shall be the responsibility of Aberdeen Township. Aberdeen Township and the Borough of Matawan are solely responsible for the appointment of their respective Municipal Court Judges, Prosecutors, Assistant Prosecutors, Special Counsels, Public Defenders, and Assistant Public Defenders. The jurisdiction of the Municipal Court of each municipality shall be separate and each municipality retains its right of appointment as provided in N.J.S.A. 2B:12-4 (Judge), 2B:24-3 (Public Defender), and 2B:25-4 (Prosecutor).
6. **Salaries, Wages and Benefits.** The salaries, wages, and benefits, including FICA, PERS contribution, worker's compensation insurance, and group health insurance of the Municipal Court staffing shall be paid by the Aberdeen Township. The following personnel of the Shared Courts: Judges, Prosecutors, Assistant Prosecutors, Special Counsels, Public Defenders, Assistant Public Defenders, are not shared and shall be paid by the appointing municipality.
7. **Security.** Aberdeen Township will provide courtroom security for the Borough of Matawan's court sessions, which shall include sweeping of the courtroom prior to the court sessions, one officer at the entrance to the courtroom with the use of a magnetometer and metal detecting wand, a court bailiff, and one officer in the courtroom during all court proceedings. The Borough of Matawan Police Department will have access to Aberdeen Township's holding cells during court sessions. The police presence will remain until after the session has been completed. The Borough of Matawan shall pay an additional fee of \$6,862.00 annually for security with a 2% annual increase.
8. **Term of Contract.** This Agreement shall commence January 1, 2021 or as soon thereafter, as is approved by the Vicinage Assignment Judge, and remain in effect until December 31, 2024. This Agreement may be terminated at the end of a calendar year by any either municipality by providing written notice of termination no later than

September 1st of the calendar year in which the Shared Services Agreement will terminate.

9. **Payment Procedures.** Aberdeen Township shall provide an invoice for the Borough of Matawan's operating costs and expenses on February 1st of each year and the Borough of Matawan agrees to pay the invoice within 60 days after submission.
10. **The Shared Municipal Court Services Advisory Committee ("SMCSAC").** Aberdeen Township and the Borough of Matawan agree to cooperate with each other to effectuate the intent of this Agreement, namely, to sustain excellent municipal court services in a more cost efficient manner. To this end, Aberdeen Township and the Borough of Matawan will each designate, in writing, their Municipal Administrator or Manager and one additional elected official or employee to serve on the SMCSAC. The SMCSAC shall meet at such times as deemed necessary but in no event, less than two times per year.
11. **Modification.** Any modification to the Agreement may be explored first by the SMCSAC if the municipalities so choose, or directly negotiated between the municipalities, and amendments shall be made and adopted by resolution of both municipalities with notice to the AOC and the Assignment Judge.
12. **Indemnification.** In addition to the other rights and remedies contained herein, the Borough of Matawan, to the extent permitted by law, agrees to indemnify and hold harmless Aberdeen Township Officials, employees and agents, from any and all liability and claims for damages or injuries on the part of the Borough of Matawan caused by or resulting from negligent acts or omissions of the Borough of Matawan arising out of the Agreement or any of the obligations assumed by the Borough hereunder provided it is determined by a court of competent jurisdiction that the Borough of Matawan is solely responsible for such liability. In the event it is determined by the Court that the Borough of Matawan is not solely responsible for said liability, then the Borough of Matawan shall be limited to that degree of liability determined by the said Court to be the proportionate liability of the Borough of Matawan.
13. **Uniform Shared Services and Consolidation Act.** The governing bodies of Aberdeen Township and the Borough of Matawan are authorized to enter into this Agreement with each other pursuant to the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1, *et seq.* In accordance with the terms of that Act.
14. **Insurance.**
 - A. Insurance coverage shall be obtained by Aberdeen Township that protects the Shared Court and its personnel from claims against them arising out of bodily injury, property damage, personal injury, or civil rights violations, and such other coverage as may be necessary, without regard to whether the claim is attributable to

Aberdeen Township . Aberdeen Township's Insurance Company is Garden State Jersey Insurance Fund. Aberdeen Township will obtain and maintain insurance for Shared Court as may be reasonably amended from time to time, and as reasonably recommended by the Aberdeen Township Insurance Agent and agreed to by Aberdeen Township.

- B.** Aberdeen Township shall continue to provide liability insurance which protects Aberdeen employees and/or facilities subject to the cost-sharing arrangement set forth herein.
- C.** Each municipality recognizes that the Shared Court's employees are exclusively Aberdeen Township employees. Aberdeen Township shall cover the cost of claims made by or against Shared Court employees and security personnel, including court cost and reasonable attorney's fees in defense of any and all claims against the employee arising out of any act or omission of the employee, including but not limited to Workers Compensation claims, under the New Jersey Tort Claims Act and State and Federal Civil Rights actions. In accordance with N.J.S.A. 40A:65-6, Aberdeen Township shall be designated as the primary employer of all Shared Court employees. Any appointee, including the Municipal Court Judge, Prosecutor, Public Defender, and Court Administrator or any court staff selected solely by the Borough of Matawan are not considered Shared -Court employees.
- D.** Aberdeen Township shall name the Borough of Matawan as an additional insured on its liability policies pertaining to the Shared Court or any Shared Court personnel employed by Aberdeen Township or any of Aberdeen Township's court personnel and shall cause court personnel employed by Aberdeen Township to be covered by its liability policies and by its workers compensation policies. Aberdeen Township shall indemnify or hold the Borough of Matawan harmless from all claims, including attorney's fees and costs, arising out of the performance of duties of any Shared Court personnel employed by Aberdeen Township or Aberdeen Township court personnel pursuant to the terms of this Agreement.
- E.** The Borough of Matawan shall name Aberdeen Township as an additional insured on its liability policies pertaining to any of the Borough of Matawan's court personnel and will cause such court personnel to be covered by its liability policies and by its workers compensation policies. The Borough of Matawan shall indemnify and hold Aberdeen Township harmless from all claims, including attorney's fees and cost arising out of the performance of duties of any Shared Court personnel employed by the Borough of Matawan or the Borough of Matawan's court personnel pursuant to the terms of this Agreement.

15. Miscellaneous. Whenever, pursuant to the terms of this Agreement, written notice is required or permitted to be given by one municipality to the other municipality, such

notice shall be deemed to have been sufficiently given if personally delivered to the appropriate Municipal Clerk or if mailed by the way of certified or registered mail return receipt requested, and addressed to the party to whom notice is to be given, as set forth below:

Karen Ventura, Municipal Clerk
1 Aberdeen Square
Aberdeen NJ, 07747

Karen Wynne, Municipal Clerk
201 Broad Street
Matawan, NJ 07747

In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, or if the laws of the State of New Jersey relied upon to enter this Agreement or amend it to forbid such Agreements, all other sections of the Agreement shall remain in full force and effect.

This Agreement may be modified from time-to-time by mutual agreement and authorizing resolutions of the respective municipalities. Neither municipality may assign this Agreement.

16. Complete Agreement. This Agreement contains the complete understanding as to the operation of the Shared Court between Aberdeen Township and the Borough of Matawan and no other promises or agreements shall be binding unless signed by the municipalities. In signing this Agreement, the municipalities are not relying on any fact, statement or assumption not set forth in this Agreement. By signing below, Aberdeen Township and the Borough of Matawan acknowledge that each has carefully read and understood the terms of this Agreement, enter into this Agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.

17. Agreement Subject to Approval. This Agreement is subject to the approval of the AOC and the Assignment Judge of the Monmouth County Superior Court.

IN WITNESS WHEREOF, The parties caused this Agreement to be signed by their respective officers duly authorized, and have cause this Agreement to be dated s of the day and year.

ATTEST:

Municipal Clerk

Aberdeen Township
Mayor

Municipal Clerk

Matawan Borough
Mayor