**SHARED SERVICES AGREEMENT FOR A SHARED MUNICIPAL COURT BETWEEN THE TOWNSHIP OF BEDMINSTER, THE BOROUGH OF PEAPACK AND GLADSTONE, THE BOROUGH OF BERNARDSVILLE AND THE TOWNSHIP OF BERNARDS PURSUANT TO N.J.S.A 2B:12-1 ET. SEQ.**

**THIS AGREEMENT IS BETWEEN**

**THE TOWNSHIP OF BEDMINSTER**, a municipal corporation of the State of New Jersey whose address is One Miller Lane, Bedminster, New Jersey 07921, hereinafter referred to as “Bedminster”,

AND

**THE BOROUGH OF PEAPACK AND GLADSTONE**, a municipal corporation of the State of New Jersey, whose address is 1 School Street, P.O. Box 218, Peapack, New Jersey 07977, hereinafter referred to as “Peapack and Gladstone”,

AND

 **THE BOROUGH OF BERNARDSVILLE**, a municipal corporation of the State of New Jersey, whose address is 166 Mine Brook Road, Bernardsville, New Jersey 07924, hereinafter referred to as “Bernardsville”,

AND

 **THE TOWNSHIP OF BERNARDS,** a municipal corporation of the State of New Jersey, whose address is One Collyer Lane, Basking Ridge, New Jersey 07920, hereinafter referred to as “Bernards”.

**WITNESSETH**:

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1, et seq., any municipality of the State of New Jersey may contract with any other municipality or municipalities for the shared provision within their several jurisdictions of any service that any party to the agreement is empowered to provide within its own jurisdiction; and

**WHEREAS**, pursuant to N.J.S.A. 2B:12-1.c, two or more municipalities, by ordinance or resolution, may agree jointly to provide for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court; and

**WHEREAS**, pursuant to N.J.S.A. 2B:12-1.c, Bedminster adopted the appropriate resolution establishing a municipal court, and providing for the sharing of court facilities and court staff including the municipal judge, court administrators, other court employees, prosecutors, public defenders and security personnel hereinafter referred to as a “Shared Municipal Court”; and

**WHEREAS**, in a Shared Municipal Court, each Court retains its own identity; and

**WHEREAS,** the Shared Municipal Court shall be operated as four separate courts, where Bedminster is the host and provides the services described in this Agreement to Peapack and Gladstone, Bernardsville and Bernards; and

**WHEREAS**, pursuant to N.J.S.A. 2B:12-1.c, Peapack and Gladstoneadopted the appropriate resolution agreeing to sharing of the Bedminster court facilities and court staff including the applicable municipal judge, court administrators, other court employees,prosecutors, public defenders and security personnel; and

**WHEREAS,** pursuant to N.J.S.A. 2B:12-1.c, Bernardsville adopted the appropriate resolution agreeing to sharing of the Bedminster court facilities and court staff including the applicable municipal judge, court administrators, other court employees, prosecutors, public defenders and security personnel; and

**WHEREAS**, pursuant to N.J.S.A. 2B:12-1.c, Bernards adopted the appropriate resolution agreeing to sharing of the Bedminster court facilities and court staff including the applicable municipal judge, court administrators, other court employees, prosecutors, public defenders and security personnel; and

**WHEREAS**, Bedminster, Peapack and Gladstone, Bernardsville and Bernards desire to enter into a Shared Services Agreement to establish all obligations in connection with the use of shared court facilities and court staff, provide for shared court sessions and the performance of all Bedminster, Peapack and Gladstone, Bernardsville and Bernards court functions.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and considerations contained herein, Bedminster, Peapack and Gladstone, Bernardsville and Bernards do hereby mutually agree as follows:

**ARTICLE I — SCOPE OF SERVICES:**

1. Bedminster agrees to provide those facilities and services necessary for the operation of a municipal court including but not limited to a courtroom, chambers, office space, equipment, supplies, necessary ticket/summons books, judiciary forms, file storage and employees, to serve as Bedminster’s, Peapack and Gladstone’s, Bernardsville’s, and Bernards’ Municipal Court. Peapack and Gladstone, Bernardsville, and Bernards shall provide Bedminster with compensation for this shared service as provided in Articles III and XII below.
2. Bedminster, Peapackand Gladstone, Bernardsville and Bernards agree to utilize the existing Township of Bedminster Municipal Court facility located at 45 Miller Lane and One Miller Lane, Bedminster, New Jersey 07921, for the conduct of all activities related to the operation of the Shared Municipal Court.
3. Municipal Court Judge. Bedminster, Peapack and Gladstone, Bernardsville and Bernards shall work together in an effort to appoint one municipal court judge by the process set forth in Article I, Section G herein. However, in the event the municipalities are unable to agree on the same municipal court judge, each municipality reserves the right to appoint its own judge, subject to the terms contained in Article I, Section G herein. In that event, Exhibit A would be modified accordingly to reflect that each municipality would be responsible for the compensation of its selected municipal court judge.
4. Municipal Prosecutor, Public Defender and Court Administrator. Bedminster, Peapack and Gladstone, Bernardsville and Bernards shall appoint one court administrator pursuant to the applicable statutes, court rules and Administrative Office of the Courts (“AOC”) requirements. At the inception of this shared court agreement, the participating municipalities have all agreed to select Teresa Van Allen, CMCA, as the court administrator for the shared court. The court administrator shall be an employee of Bedminster. The participating municipalities shall also cooperate in a joint effort to appoint one municipal prosecutor and one public defender by the process set forth in Article I, Section G herein, each of whom shall provide his or her services for each respective Municipal Court. However, in the event the municipalities are unable to agree on the same prosecutor or public defender, each municipality reserves the right to appoint its own prosecutor and public defender, subject to the terms contained in Article I, Section G herein. In that event, Exhibit A would be modified accordingly to reflect that each municipality would be responsible for the compensation of its selected prosecutor and public defender.
5. Other Court Employees. Bedminster shall provide and be responsible for the hiring and employment of all other court employees, subject to the approval of Peapack and Gladstone, Bernardsville and Bernards, which approval shall not be unreasonably withheld. In accordance with the start date of the new shared court, the court staff shall consist of one (1) Court Administrator, two (2) Deputy Court Administrators and two (2) Violation Clerks. Future necessary hiring of a Court Administrator or Deputy Court Administrators shall be in accordance and compliance with New Jersey Court Rule 1:34-3.
6. Security Personnel. Bedminster shall provide and be responsible for the selection and appointment of all security personnel for the Court. All Municipal Court sessions require two (2) police officers for security. Bernards Township Police will be required to supply police officers (1 or 2) to perform court security in the event Bedminster Police cannot furnish court security. Peapack and Gladstone, Bernardsville and Bernards Township Police will each be responsible for the transportation and security of their own prisoners for court appearances and shall remain with the prisoners while in court until disposition of the matter. Prisoner transportation of Peapack and Gladstone, Bernardsville and Bernards prisoners will also include commitment to the county jail after sentencing in Municipal Court and warrant arrests where the prisoner cannot post bail and is to be lodged in the county jail.
7. Shared Municipal Court Services Advisory Committee (“SMCSAC”): Bedminster, Peapack and Gladstone, Bernardsville and Bernards agree that they will cooperate with each other to effectuate the intent of this Agreement, which is to sustain excellent municipal court services in a more cost efficient manner. To this end, and to advise and provide guidance on the appointment of all court personnel, Bedminster, Peapack and Gladstone, Bernardsville and Bernards will each designate in writing its Municipal Administrator and two additional elected officials or employees to be selected by each respective municipality, to serve on a Shared Municipal Court Services Advisory Committee (“SMCSAC”). The SMCSAC shall meet at such times as deemed necessary but, in no event, not less than two times per year. On or before March 1 of each year, the SMCSAC shall provide a “true up” of operating costs of the shared municipal court based on actual yearly expenses, which “true up” shall be given in the form of a payment or credit as applicable. The actual operating costs to be incurred by each municipality shall be based upon a division of the averaged case load for each municipality handled by the shared municipal court in the preceding three (3) calendar years. On or before December 1 of each calendar year, the SMCSAC will advise the governing bodies of Bedminster, Peapack and Gladstone, Bernardsville and Bernards of the court personnel recommended for appointment in the following calendar year, as well as appropriate compensation and other terms or conditions of employment or engagement for any employees or personnel shared by the municipalities. The SMCSAC shall also advise the governing bodies of the respective municipalities on the utilization of capital fund monies, as well as any matters dealing with the hiring or employment of a court administrator or other court employees, appropriate staffing levels, and any other matters pertaining to the administration of the shared municipal court. In the event the municipalities are unable to agree on the selection of a municipal court judge, prosecutor or public defender, each municipality (the “appointing municipality”) reserves the right to appoint its own judge, prosecutor and public defender pursuant to the applicable statutes and/or court rules and as defined in Article I, Sections C and D above. However, except for cause, a participating municipality may not terminate its relationship with the judge, prosecutor or public defender during the term of his or her appointment. Unless a majority of the participating towns concur in the termination for cause, any of the individual municipalities that terminates its relationship with one of the aforementioned professionals for cause shall be required to continue to pay for its proportionate share of the cost of that judge, prosecutor and/or public defender, and it shall also be solely responsible to pay for its new appointee to the position of judge, prosecutor or public defender.
8. Bedminster shall ensure that the compensation of the sharedcourt administrator, shared court judge, shared municipal prosecutors and public defenders, and all other court personnel shall be fixed by a salary ordinance, professional services contract or collective negotiation agreement in accordance with all applicable federal, state and local laws, regulations or ordinances governing such matters as well as any related approvals necessary from the Administrative Office of the Courts.
9. Pursuant to R. 1:30-3, Shared Municipal Court sessions and the hours of the court administrator shall be established in consultation with the municipal court judge(s), municipal court administrator, assignment judge, and vicinage municipal division.
10. Bedminster, Peapack and Gladstone, Bernardsville and Bernards shall mutually agree that the Shared Municipal Court, the municipal court judge(s) and other personnel thereof shall have, possess and exercise all functions, powers, duties, and jurisdiction of a municipal court prescribed by N.J.S.A. 2B:12-1, et seq., its amendments and supplements. Each of the participating municipalitiesshall have the responsibility to ensure that all standards are met by each of their respective appointees and/or employees regarding the level and quality of performance required of each such appointee and/or employee.
11. The identities of the individual courts shall continue to be expressed in the captions of orders and process. The courtroom and sessions of the Peapack and Gladstone, Bernardsville, and Bernards Municipal Courts shall be held in Bedminster’s Municipal Court facilities. Bedminster, Peapack and Gladstone, Bernardsville and Bernards records, revenues, fees, Public Defender funds collected pursuant to N.J.S.A. 2B:24-17, and fines shall be administered, reported, deposited and audited separately by each respective municipality. Bedminster shall provide adequate signage for the Shared Municipal Court between Bedminster, Peapack and Gladstone, Bernardsville and Bernards.
12. Bedminster, or Bernards in the event Bedminster is unavailable as set forth in Article I, Section F above, shall be responsible to provide security at the municipal court sessions pursuant to AOC Directive # 15-06, Appendix K, State Wide Model Municipal Security Plan as may be amended from time-to-time (the “Security Plan”).

**ARTICLE II - TERM OF CONTRACT**

This Agreement shall commence on **or about August** 1, 2020and remain in effect untilDecember 31, 2022**.** This Agreement may be terminated at the end of a calendar year by any party by providing written notice of termination no later than September 1 of the calendar year in which the Shared Services Agreement will terminate.

**ARTICLE III - PAYMENT BY PEAPACK AND GLADSTONE, BERNARDSVILLE, AND BERNARDS TO BEDMINSTER**

Peapack and Gladstone, Bernardsville, and Bernards shall pay to Bedminster an amount to be fixed and set forth as Exhibit A. Said amount as set forth in Exhibit A shall be agreed upon by the SMCSAC and provided to the municipalities once it is determined whether the municipalities shall share a judge, prosecutor and / or public defender. The amount fixed in Exhibit A shall be determined and agreed upon before June 30, 2020. For the second and third calendar year of this Agreement (2021-2022), the cost will increase by no more than 2**%** over the amount as set forth in Exhibit A, subject to any modifications required by the “true up” as set forth in Article I, Section G, and further subject to any adjustments as may be required in the event any of the municipalities select separate judges, prosecutors or public defenders in accordance with Article I, Sections C and D. As shown on Exhibit A, all costs associated with the operation of a Shared Municipal Court for Bedminster, Peapack and Gladstone, Bernardsville and Bernards is included. Exhibit A contemplates that the municipalities shall have a shared municipal court judge, prosecutor and public defender. However, in the event the municipalities choose to have separate judges, prosecutors and/or public defenders, then in that event Exhibit A would be modified accordingly, in accordance with Article I, Sections C and D.

**ARTICLE IV - REVENUE**

 Beginning on the effective date of this Agreement, Bedminster agrees to collect, when applicable, court-related revenues for Peapack and Gladstone, Bernardsville, and Bernards. For purposes of depositing Peapack and Gladstone, Bernardsville, and Bernards proceeds, i.e., fines, court costs and public defender funds arising out of Peapack and Gladstone’s, Bernardsville’s and Bernards’ respective case loads, each participating municipality agrees to either utilize its own existing municipal court account(s)or to establish a new account in a bank to be identified by said municipality. At the time of establishing said account or commencing utilization of same in conjunction with the shared court, Peapackand Gladstone, Bernardsville and Bernards shall each be responsible for completing all paperwork necessary to facilitate deposits by Court Personnel. All deposits shall be made daily and revenues recorded by Bedminster personnel or the appropriately designated shared court personnel and reported in accordance with all applicable federal, state, local, AOC and audit laws, standards, or guidelines. Bedminster shall provide to Peapackand Gladstone, Bernardsville and Bernards monthly reports identifying all revenue received by the Peapack and Gladstone Municipal Court, Bernardsville Municipal Court, and Bernards Municipal Court and deposited to each such municipality’s account(s). Bedminster presently has the following bank accounts for the Municipal Court: (1) Municipal Court account and (2) Municipal Court Bail account and two trust accounts: (1) Municipal Public Defender and (2) Parking Offenses Adjudication account located at Peapack-Gladstone Bank**.** Peapack and Gladstone presently has the following bank accounts for the Municipal Court: (1)”Borough of Peapack and Gladstone Municipal Court”; and (2)”Borough of Peapack and Gladstone Municipal Court-Bail”, located at Peapack and Gladstone Bank. Bernardsville presently has the following bank accounts for the Municipal Court: (1) Municipal Court account and (2) Municipal Court Bail account, located at Peapack and Gladstone Bank. Bernards presently has the following bank accounts for the Municipal Court: (1) Municipal Court General Account and (2) Municipal Court Bail Account, located at Peapack and Gladstone Bank.

**ARTICLE V — RECORDS**

1. Each participating municipality’s records shall be maintained separately from every other municipality’s records. All records are confidential unless otherwise determined by State law, and access will only be given to authorized Court staff, Municipal Division Staff or AOC personnel in accordance with applicable State laws or AOC guidelines.
2. Bernards shall transfer or deliver to Bedminster all its summonses, tickets, citations, or case files to be adjudicated by the Shared Court. Bedminster shall provide suitable, adequate and secure storage space for the storage of all Bernards court records including all future records generated, in accordance with New Jersey Rule 1:32-2 and Directive #03-01 Judiciary – State of New Jersey Records Retention Schedule.

**ARTICLE VI — BOOKS, AUDITS AND BUDGET**

1. The Court Administrator shall keep separate records and bank accounts for each municipality. Each municipality to this Agreement shall arrange and pay for a yearly audit of the books of their own Municipal Court, which audit shall be prepared generally in accordance with the requirements of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1, et seq. Full accounting records of the previous year’s Shared Municipal Court operations shall be made available no later than June 30th of each year, and any Shared Municipal Court staff members shall be reasonably available to address inquiries made by any of the participating municipalities’ auditors. Bedminster shall submit the proposed municipal court budget for the calendar year for approval by the Assignment Judge pursuant to R. 1:33-4. The Court Administrator shall cooperate with the Judiciary (Municipal Division) and provide at the start date of the new court, updates to all court related records, updates to receipt and warrant printers, addition/changes to user IDs, address/phone number changes for police (if applicable), complete ACH authorization form for bank accounts (if applicable), and anything else deemed necessary by the Judiciary.

**ARTICLE VII — INSURANCE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

A. Insurance coverage shall be obtained by Bedminster that protects the Shared Municipal 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 Bedminster cases, Peapack and Gladstone cases, Bernardsville cases or Bernards cases. Bedminster is a member of the Municipal Excess Joint Liability Insurance Fund, 9 Campus Drive, Parsippany, New Jersey, 07054 (the “MEL”). Bedminster shall obtain and maintain insurance for the Shared Municipal Court in accordance with Bulletin MEL 14-13 dated February 17, 2014, as may reasonably be amended time-to-time, and as reasonably recommended by the Meeker, Sharkey & Hurley Agency and agreed to by Bedminster.

B. Bedminster shall continue to provide liability insurance which protects Bedminster’s employees and/or facilities subject to the cost sharing arrangement set forth herein.

1. The parties to this Agreement recognize that the Shared Municipal Court employees are exclusively Bedminster employees, excepting any appointees including the municipal court judge, prosecutor, public defender and court administrator if any of same is selected solely by one of the participating municipalities to serve as that municipality’s Court Personnel. Bedminster shall cover the cost of claims made by or against Shared Municipal Court employees and security personnel, including court costs 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, claims under the New Jersey Tort Claims Act, and State and Federal Civil Rights actions.

D.Bedminster shall name Peapack and Gladstone, Bernardsville and Bernards as additional insureds on its liability policies pertaining to the municipal court or any shared court personnel or any Bedminster court personnel and shall cause all such court personnel to be covered by its liability policies and by its workers compensation policies. If Bedminster is unable to arrange for such coverage it shall notify Peapack and Gladstone, Bernardsville and Bernards in writing of its inability in this regard. Bedminster shall indemnify and hold Peapack and Gladstone, Bernardsville and Bernards harmless from all claims, including attorney’s fees and costs, arising out of the performance of duties of any shared court personnel or Bedminster court personnel pursuant to the terms of this agreement

**ARTICLE VIII — ADDITIONAL PARTIES**

Bedminster may enter into agreements with other municipalities for the use of its court facilities and personnel on such terms as Bedminster deems appropriate, subject to the prior written approval of the governing bodies of Peapack and Gladstone, Bernardsville and Bernards.

**ARTICLE IX — UNIFORM SHARED SERVICES AND CONSOLIDATION ACT**

The governing bodies of Bedminster, Peapackand Gladstone, Bernardsville and Bernards 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.

**ARTICLE X — MISCELLANEOUS**

A. Whenever, pursuant to the terms of this Agreement, written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been sufficiently given if personally delivered to the appropriate Municipal Clerk or if mailed by 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:

 Bedminster: Attention: Ms. Judith Sullivan

 Clerk of Township of Bedminster

 One Miller Lane

 Bedminster, New Jersey 07921

 Peapack and Attention: Ms. Nancy Bretzger

Gladstone: Clerk of Borough of Peapack andGladstone

 1 School Street

P.O. Box 218

 Peapack, New Jersey 07977

 Bernardsville: Attention: Mr. Anthony Suriano

 Clerk of Borough of Bernardsville

 166 Mine Brook Road

 Bernardsville, NJ 07924

 Bernards: Attention: Ms. Rhonda Pisano

 Clerk of Township of Bernards

 One Collyer Lane

 Basking Ridge, New Jersey 07920

1. 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.
2. This Agreement may be modified from time-to-time by mutual agreement and authorizing resolutions of the respective municipalities.
3. This Agreement may not be assigned by any of the participating municipalities.

**ARTICLE XI - GRANTS**

Should the Shared Municipal Court be the direct beneficiary of any grants, the proceeds of said grants shall be applied on a pro rata basis in accordance with the parties’ respective percentages of costs established by Articles I(G), III and Exhibit A to decrease each municipality’s costs of the Shared Municipal Court.

**ARTICLE XII – CAPITAL FUND**

Bedminster Township shall establish by Ordinance a Capital Fund which shall be used to defray the capital costs incurred by Bedminster with respect to capital upkeep of the Shared Municipal Court. The maximum amount to be maintained in this fund is$10,000.00, which shall be divided among the four municipalities based on the same percentages as identified in Article I(G), III and Exhibit A. The Shared Municipal Court Advisory Committee (“SMCSAC”) shall make recommendations regarding necessary capital expenditures. At the end of each year, SMCSAC shall perform a “true up” of the capital fund. A determination shall be made of payments to be made by Bedminster and Peapack and Gladstone and Bernardsville if necessary to replenish the Capital Fund to $10,000.00.

**ARTICLE XIII — COMPLETE AGREEMENT**

 This Agreement contains the complete understanding as to the operation of the Shared Municipal Court between Bedminster, Peapackand Gladstone, Bernardsville and Bernards and no other promises or agreements shall be binding unless signed by the parties. In signing this Agreement, the parties are not relying on any fact, statement or assumption not set forth in this Agreement. By signing below, Bedminster, Peapackand Gladstone, Bernardsville and Bernards each indicate that they have carefully read and understand 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.

**ARTICLE XIV**

This Agreement is subject to the approval of Vicinage 13 Assignment Judge Thomas C. Miller.

**IN WITNESS WHEREOF**, the Township of Bedminster, the Borough of Peapackand Gladstone the Borough of Bernardsville, and the Township of Bernards have caused this Shared Services Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Attest: TOWNSHIP OF BEDMINSTER

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

Judith Sullivan, Clerk Lawrence F. Jacobs, Mayor

Dated: \_\_\_\_\_\_\_\_\_, 2020

Attest: BOROUGH OF PEAPACK AND GLADSTONE

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

Nancy Bretzger, Clerk Gregory Skinner, Mayor

Dated: \_\_\_\_\_\_\_\_\_, 2020

Attest: BOROUGH OF BERNARDSVILLE

 By:

Anthony Suriano, Clerk Mary Jane Canose, Mayor

Dated: , 2020

Attest: TOWNSHIP OF BERNARDS

 By:

Rhonda Pisano, Clerk James Baldassare, Jr., Mayor

Dated: , 2020