

**SHARED MUNICIPAL COURT SERVICES AGREEMENT BETWEEN ESSEX FELLS
VERONA AND NORTH CALDWELL**

This Agreement made this _____ of day of _____, 2023~~2~~, between the following:

1. The Borough of **Essex Fells** in the County of Essex, a municipal corporation of the State of New Jersey, herein referred to as Essex Fells.
2. The Borough of **North Caldwell** in the County of Essex, a municipal corporation of the State of New Jersey, herein referred to as North Caldwell.
- 2.3. The Township of **Verona** in the County of Essex, a municipal corporation of the State of New Jersey, herein referred to as Verona,

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WITNESSETH:

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, permits contracts by local and county units for shared service projects; and

WHEREAS, pursuant to N.J.S.A. 2B:12-1, *et seq.*, a municipality must establish a municipal court and provide for its administration; and

WHEREAS, pursuant to N.J.S.A. 2B:12-1(c), two or more municipalities, by ordinance, may enter into an agreement establishing a single shared municipal court and provide for its administration; and

~~**WHEREAS**, the governing bodies of **Essex Fells** and **North Caldwell** have determined that certain economies would be derived from such a partnership; and~~

WHEREAS, at a regular meeting of the Borough Council of **Essex Fells** held on the 18th day of December 1990, an ordinance was duly adopted authorizing the making of the original Shared Municipal Court Services Agreement by **Essex Fells** for a term on one (1) year; and

WHEREAS, at a regular meeting of the Borough Council of **North Caldwell** held on the 11th day of December 1990, an ordinance was duly adopted authorizing the making of the original Shared Municipal Court Services Agreement by **North Caldwell** for a term on one (1) year; and

WHEREAS, the original Shared Municipal Court Services Agreement expired on December 31, 1991, the governing bodies of Essex Fells and North Caldwell consented to operate the shared municipal court on the same terms to the present date; and

WHEREAS, the Borough of North Caldwell and the Borough of Essex Fells executed an agreement on August 16, 2022, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (the "prior Agreement") that the shared proceedings of Essex Fells and North Caldwell Municipal Courts shall be held in the facility of the North Caldwell Municipal Court; and

WHEREAS, pursuant to Section 18 of the prior Agreement, no additional municipality shall be added to the shared court without unanimous consent of all participating municipalities; and

WHEREAS, Essex Fells and North Caldwell consent to add Verona to the shared court; and

WHEREAS, the governing bodies of Essex Fells, Verona and North Caldwell have now determined that certain economies would be derived from the expansion of the existing agreement between Essex Fells and North Caldwell to now include Essex Fells, Verona and North Caldwell; and

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WHEREAS, the three municipalities both municipalities desire to set forth the administrative and financial responsibilities of each member for the shared court services; and

WHEREAS, the shared court is subject to approval by the Administrative Office of the Courts and the Vicinage Assignment Judge; and

WHEREAS, the governing bodies of Essex Fells, Verona and North Caldwell have determined that it would serve the efficient administration of justice to enter into a new Shared Municipal Services Agreement.

NOW, THEREFORE, under and by virtue of the authority vested by the respective governing bodies, Essex Fells, Verona and North Caldwell do hereby and covenant and agree as follows:

1. **Single Venue.** The shared proceedings of **Essex Fells, Verona** and **North Caldwell** Municipal Courts shall be held in the facility of the **North Caldwell Municipal Court**, located at 141 Gould Avenue, North Caldwell, New Jersey 07006-4213.
2. **Court Sessions.** Shared court sessions shall be held on the first and third Thursdays of every month, beginning at 5:30 p.m. prevailing time unless otherwise adjusted. Changes to scheduled session shall be the sole responsibility of the Court Administrator upon obtaining consent from the governing bodies of all three municipalities. All cases which require court sessions shall be organized into the court session by the Court Administrator and scheduled through a blind selection process in which no preference is given to one municipality or group of people over another. Essex Fells, Verona and North Caldwell shall each be treated in a fair and equal manner as it relates to the scheduling of such court sessions in compliance with applicable governing Rules and as may be deemed appropriate by the Assignment Judge of Essex County.both municipalities.
3. **Administration.** The day-to-day operations, recordkeeping, and other administrative functions of the **Essex Fells, Verona** and **North Caldwell** Municipal Courts will be conducted at 141 Gould Avenue, North Caldwell, New Jersey in the current **North Caldwell** Municipal Court facilities from 8:30 a.m. to 4:30 p.m. Mondays through Fridays and shall be under the control and direction of **North Caldwell**. Court session dates and times will be determined by **North Caldwell** in consultation with the Municipal Court

Judge and in compliance with R. 1:30. The Municipal Court Judge, Municipal Prosecutor, and Municipal Court Administrator shall be responsible for the day-to-day operations, record keeping and administrative functions of this shared court.

4. **Court Personnel.** The Shared Municipal Court shall be served by, but may not be limited to, a Municipal Court Judge, Municipal Prosecutor, Municipal Public Defender, Municipal Court Administrator as well as necessary violations bureau staff. Other personnel may be hired at the recommendation of the Court Administrator and with the requisite approval of North Caldwell. Pursuant to N.J.S.A. 2B:12-10 and R. 1:34-3, the ~~three~~ municipalities shall agree upon all necessary employees for the administration of the shared municipal court, subject to the standards and approval of the Assignment Judge of Essex County pursuant to Rule 1:33-4(a). Compensation for these employees shall be paid by the Borough of North Caldwell subject to contribution by Essex Fells and Verona as set forth in this Agreement.

- a. **Municipal Court Judge.** Pursuant to N.J.S.A. 2A:12-4, the judge of a municipal court shall serve for a term of three years from the date of appointment and until a successor is appointed and qualified. The judge of a shared municipal court shall be nominated and appointed by the governing bodies of all three municipalities. ~~both municipalities.~~ All three municipalities recognize the savings realized by consolidation of a single municipal court judge and acknowledge that no individual party shall unreasonably withhold consent and appointment of a municipal court judge which may be agreed upon by the other two municipalities.

- b. **Hiring.** Hiring of court personnel shall be by Resolution of the governing body of the Borough of **North Caldwell**, subject to the approval of the Borough of **Essex Fells and Verona**. The shared courts of **Essex Fells, Verona** and **North Caldwell** will be served by professional staff indicated above. Any other court personnel shall be ratified by the **North Caldwell** governing body and the approval by **Essex Fells and Verona**. All three municipalities recognize the savings realized by consolidation of court personnel and acknowledge that no individual party shall unreasonably withhold approval of court personnel which may be agreed upon by the other two municipalities.

- c. **Employment.** All employees assigned to the court shall be employees of the Borough of **North Caldwell** and are subject to the terms and conditions of the Borough of **North Caldwell** Personnel Policy and Procedures Manual, and that the Court Administrator or Deputy Court Administrator shall be appointed pursuant to R. 1:34-3. The hiring of court employees shall require approval by Resolution from the Borough of **North Caldwell** and the Borough of **Essex Fells, and the Township of Verona, which shall not be unreasonably withheld.** Compensation as is now or hereinafter may be provided pursuant to the Salary Ordinance by the Borough of North Caldwell and in accordance with the terms of this Agreement. Once appointed, all employees of the Court shall be solely employees of the Borough of

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North Caldwell and the Borough of Essex Fells and the Township of Verona shall have no employment relationship with the Court employees.

5. **Compensation and Benefits.** The Borough of **North Caldwell** is to provide compensation and or benefits to said municipal court employees including but not limited to salary, employee health insurance coverage, employee pension benefits, etc., subject to reimbursement by the Borough of **Essex Fells and the Township of Verona** as set forth in ¶ 6, below.

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6. **Annual Service Charge based upon operating expenses of the shared Court.**

- a. The Annual Service Charge, charges to Essex Fells and Verona and payable to North Caldwell for the operation of the shared Municipal Court and Violations Bureau shall be based upon the calculations set forth below and an apportionment of the total operation expenses associated with the same. North Caldwell shall provide Essex Fells and Verona with an estimated annual charge no later than December 31 of the prior year. Essex Fells and Verona shall have the ability within thirty (30) days to request additional information.
- b. Operating expenses by way of example, but not limited to are:
- i. Salaries for the Municipal Court Judge and substitute Municipal Court Judges;
 - ii. Salaries for the Municipal Prosecutor and Alternate Municipal Prosecutors.
 - iii. Salaries for the Public Defender and Alternate Public Defenders;
 - iv. Court assistance (reporters, bailiffs etc...);
 - v. Language services;
 - vi. Zoom Cloud Meeting or similar virtual application annual licenses;
 - vii. Reference materials (codes, statutes, etc.);
 - viii. Printing costs;
 - ix. Tickets;
 - x. SC Complaints;
 - xi. Mailing supplies and expenses;
 - xii. Annual dues and training costs for the presiding Municipal Court Judge and the Court Administrator;
 - xiii. Office equipment, maintenance and repair (computers, microphones, etc.);
 - xiv. Leasing contracts;
 - xv. Utilities; Office supplies;

xvi. Hearing costs;

xvii. Facility Use Fees which shall be calculated as follows and are subject to annual review and/or adjustments by the Borough of North Caldwell subject to fair and equitable analysis of the fees which shall be distributed to all parties:

xviii. Violations Bureau: 380 square feet x \$50 per square foot per year which shall total \$19,000 for year 1;

xix. Judge's Office: 72 square feet x \$50 per square foot per year which shall total \$3,600 for year 1;

xx. Courtroom: 1,218 square feet x \$34 per square foot per year x 8% court usage (associated with 30 total court sessions per year) which shall total \$3,312.96 for year 1;

~~xvi-xxi. Storage Area: 80 square feet x \$50 per square foot per year which shall total \$4,000 for year 1;~~

~~· Heating the Court Room and Violations Bureau on a square foot calculation;~~
~~and~~

~~· Electricity the Court Room and Violations Bureau on a square foot calculation.~~

~~e. For the first full year of this agreement such expenses shall be apportioned 50/50, based upon the prior year's actual expenses and payable in two equal installments.~~

~~f. For each subsequent year the proportion shall be based upon the three year rolling average of Essex Fells caseload in proportion to the total weighted basis of the Shared Courts total case load and then applied to the prior year's total expenses. Said Annual Service Charge shall be paid in two equal installments.~~

~~c. For the first calendar year of this agreement, all such expenses shall be apportioned based upon the five year rolling average of each municipality's weighted caseloads in proportion to the total weighted basis of the Shared Courts total case load and then applied to the actual expenses for the current year on a prorated basis for the remaining months of the year. Said Annual Service Charge shall be paid in two equal installments with the final installment issued by the Borough of North Caldwell no later than December 1, 2023.~~

~~d. For each subsequent year, starting on January 1st the proportion shall be based upon the five year rolling average of each municipality's weighted caseload in proportion to the total weighted basis of the Shared Courts total case load and then applied to the current year's actual expenses. Said Annual Service Charge shall be paid in two equal installments with the final installment issued by the Borough of North Caldwell no later than December 1st of each year.~~

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g.e. For the purpose of this section the court shall operate on a calendar year basis. (e.g. Operating Expenses, Salaries & Wages, professional services, substitute judges, substitute municipal prosecutors and/or public defenders, etc.).

h.f. Revenues. The Boroughs of **Essex Fells** and **North Caldwell**, and Township of Verona, shall each receive the revenues generated by the adjudication of their respective matters. All revenues from fines and costs for municipal ordinance violations shall be distributed entirely to the municipality where the violation occurred.

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i.g. Identity. Each municipality is to maintain their own identity and court name. The identities of the individual courts shall continue to be expressed in the captions of orders and process pursuant to N.J.S.A. 2B:12-1(c). Each municipality shall be required to maintain its own court code, bank accounts and ticket books. Each employee must maintain individual computer access codes for each municipal court. **North Caldwell** shall provide facilities consistent with the requirements of the Administrative Office of the Courts for efficient operation of the Court. Notwithstanding the shared facilities and personnel, the identities of each municipal court shall be shown in captions of order and process. **North Caldwell** shall determine appropriate signs and court letterhead.

j.h. Capital improvements. All and any expenses attributable to capital improvements of the municipal court facilities in the host community of **North Caldwell** shall be shared equally between the parties and paid in equally monthly payments calculated based upon the useful life of the capital improvement. “Capital improvements” shall be defined as, but not limited to, the addition of a permanent structural change or the restoration of some aspect of the Violations Bureau, the Judge’s Office, the Courtroom, or the Court Storage Area.

- i. Any capital improvements in excess of five thousand dollars (\$5,000.00) requires the consent of- each municipality~~both municipalities~~, which shall not be unreasonably withheld.

7. **Books and Audits.** The Court Administrator shall keep separate records, bank accounts and bail accounts for each municipality. North Caldwell shall arrange and pay for a yearly audit of the books of its municipal court, which audit shall be prepared generally in accordance with the requirements of Local Fiscal Affairs Law, N.J.S.A. 40A:5-1, et seq. These accounts will be maintained according to accepted financial procedures established to process and track all monies received in the municipal courts pursuant to R. 7:14-4. Essex Fells and Verona shall have the option of conducting their own audit upon notice to North Caldwell.

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8. **Insurance.** Pursuant to N.J.S.A. 2B:12-12, the person employed by the court who handles money in the scope of that employment, shall be covered by a bond or insurance against loss or misappropriation of funds payable to the municipality, county and State, in an amount and with terms set by the shared municipalities. For the purposes of this

Agreement, that bond or insurance is the Morris County Joint Insurance Fund but is subject to change. Insurance coverage and/or bonds shall be obtained by **North Caldwell** that protect the Shared Municipal Court and its personnel from claims against them arising out of worker's compensation, bodily injury, property damage, personal injury, or civil rights violations, defalcations by Court personnel and such other coverage as may be necessary, without regard to whether the claim is attributable to **North Caldwell** or **Essex Fells** or **Verona** cases. The coverage may be provided either through policies issued to the members and/or through separate policies issued to the Municipal Court. All court employees will be considered employees of **North Caldwell** for the purposes of workers' compensation.

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9. **Security.** **North Caldwell** shall provide a security plan for the court that is in compliance with Administrative Directive #15-06, Appendix K, Statewide Model Municipal Security Plan.

- a. Each municipality shall be responsible to provide court room security by way of an on duty police officer for any trials relative to that municipality's violations, for which the need for security has been identified.

10. **Prisoner Transportation.** The **Essex Fells** Police Department, **Verona Police Department** and the **North Caldwell** Police Department shall be solely responsible for the transport of all persons held in custody on warrants or summons and sentences emanating from their respective jurisdictions. Persons shall be held in custody at **North Caldwell** Police Department while in transit to being transported to another facility.

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11. **Duration.** ~~The duration of this Agreement shall be for a term of five (5) years, pursuant to N.J.S.A. 40A:65-7(a)(4) subject to the approval by the Assignment Judge of Essex County commencing on June 1, 2022 and terminating on May 30, 2027. The duration of this Agreement shall be for a term of three (3) years, pursuant to N.J.S.A. 40A:65-7(a)(4) subject to the approval by the Assignment Judge of Essex County commencing on June 1, 2023 and terminating on May 31, 2026. The contract shall automatically renew for an additional three (3) years, up to four (4) renewals, unless written notice is given by any of the parties to the other two parties no less than six (6) months in advance of the contract expiration. Should the contract expire without renewal, the aforementioned August 16, 2022 agreement between the Borough of Essex Fells and the Borough of North Caldwell shall return in full effect.~~

12. **Termination.** This Agreement may be terminated, pursuant to N.J.S.A. 2B:12-1(d), by any ~~either~~ participating municipality provided that written notice shall be given to the other party to the Agreement no less than six (6) months prior to that termination and subject to the review and approval of the Assignment Judge of Essex County.

13. **Amendments.** All amendments and/or changes to this Agreement may be amended from time to time by agreement of the parties in the same manner as the original Agreement was authorized and approved. All amendments shall be appended to this Agreement timely.

Review and amendment of the amendment(s) by the Assignment Judge of Essex County shall be obtained, if required.

14. **Uniform Shared Services and Consolidation Act.** The governing bodies of the Borough of **North Caldwell**, the Township of Verona and the Borough of **Essex Fells** are authorized to enter into this contract with each other pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*

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- a. This Agreement may be submitted to the Assignment Judge of Essex County for review and/or approval.
- b. A copy of this Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to N.J.S.A. 40A:65-4(b).

15. **Resolution.** This Agreement shall take effect upon the adoption of appropriate resolutions by all the parties thereto, and execution of said Agreements authorized thereunder as set forth in the Agreement pursuant to N.J.S.A. 40A:65-5.

16. **Severability.** If any provisions of this Agreement or the application of this Agreement to any person, entity or circumstance is held invalid by any Court of jurisdiction, the remainder of such provisions of this Agreement not so deemed invalid shall remain in full force and effect.

17. **Complete Agreement.** This Agreement contains the complete understanding as to the operation of the Shared Court between the Borough of **North Caldwell** and the Borough of **Essex Fells**, and the Township of Verona and no other promises or agreements shall be binding unless signed by both 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, the Borough of **North Caldwell** and the Borough of **Essex Fells** and the Township of Verona indicate that they have 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. Pursuant to N.J.S.A. 2B:12-1, *et seq.*, a copy of this executed agreement shall be filed with the New Jersey Administrative Director of the Courts.

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18. **Additional Municipalities.**

No additional municipalities shall be added to the Shared Court without unanimous consent of all existing participating municipalities.

19. **The Balance of this Page Intentionally Left Blank.**

IN WITNESS WHEREOF, said municipal corporations, by virtue of the authority hereinbefore mentioned, have caused these present to be signed by their respective Mayors and their respective corporate seals to be hereunto affixed and attested by their respective Municipal Clerks, the day and year first hereinabove written.

BOROUGH OF ESSEX FELLS

Attest: _____ By: _____
Borough Clerk Mayor Edward A. Davis

Date:

BOROUGH OF NORTH CALDWELL

Attest: _____ By: _____
Borough Clerk Mayor Joshua H. Raymond

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Date:

TOWNSHIP OF VERONA

Attest: _____ By: _____
Township Clerk Mayor Alex Roman

Date: _____