

RESOLUTION #14-173

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF WOODBURY AUTHORIZING THE EXECUTION OF
A SHARED SERVICES AGREEMENT BETWEEN THE CITY
OF WOODBURY AND THE TOWNSHIP OF EAST GREENWICH TO ESTABLISH
THE EAST GREENWICH JOINT MUNICIPAL COURT**

WHEREAS, the City of Woodbury and the Township of East Greenwich have determined it to be in their mutual best interests to provide for joint court facilities, personnel and resources for use by the their respective municipal courts in the Township of East Greenwich with East Greenwich as the lead agency; and

WHEREAS, *N.J.S.A. 2B:12-1, et seq.* authorizes the formation of a Joint Municipal Court provided that an agreement is entered into by all of the municipalities and provided that such agreement is approved by and filed with the State of New Jersey Administrative Office of the Courts and the Assignment Judge of the Superior Court of New Jersey, Vicinage 15; and

WHEREAS, said agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63(C:40A:65-1, *et seq.*); and the City Council of the City of Woodbury has passed an ordinance establishing said East Greenwich Joint Municipal Court setting forth various terms and conditions and otherwise referencing this resolution and agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodbury, County of Gloucester and State of Jersey that the City Council herein authorizes the execution of a Shared Services Agreement in a form substantially consistent with the

agreement attached hereto between the City of Woodbury and the Township of East Greenwich to establish the East Greenwich Joint Municipal Court.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Woodbury be and are hereby authorized to execute said Agreement and take any other necessary action to effectuate the purposes of this resolution.

ADOPTED at a regular meeting of the City Council of the City of Woodbury held on December 2, 2014.

CITY OF WOODBURY

By:


WILLIAM H. FLEMING, JR.
President of Council

ATTEST:


ROY A. DUFFIELD, Clerk

SHARED SERVICE AGREEMENT BETWEEN
THE CITY OF WOODBURY AND THE TOWNSHIP OF EAST GREENWICH
TO ESTABLISH THE EAST GREENWICH JOINT MUNICIPAL COURT

THIS AGREEMENT is made this 21st day of ~~November~~ ^{December}, 2014 by and between the City of Woodbury, a Municipal Corporation, located in Gloucester County, New Jersey with an address of 33 Delaware Street, Woodbury NJ 08096 hereinafter referred to as “Woodbury” and the Township of East Greenwich, a Municipal Corporation, located in Gloucester County, New Jersey with an address of 159 Democrat Road, Mickleton, NJ 08056 hereinafter referred to as “East Greenwich”, which Agreement is intended to establish the East Greenwich Joint Municipal Court.

WHEREAS, the Municipalities have determined it to be in their mutual best interest to provide for Joint Court Facilities, Personnel, and Resources for use by their respective Municipal Courts with East Greenwich as the lead agency; and

WHEREAS, *N.J.S.A. 2B:12-1, et seq.* authorizes the formation of a joint municipal court provided that an agreement is entered into by all of the Municipalities and provided that such Agreement is approved by and filed with the State of New Jersey Administrative Office of Courts and the Assignment Judge of the Superior Court of New Jersey, Vicinage 15; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007,c.63(C:40A:65-1, *et seq.*).

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Municipalities agree as follows:

1. East Greenwich agrees to provide for Joint Municipal Court Facilities, Personnel, and Resources with Woodbury at its court building at 159 Democrat Road, Township of East Greenwich, Mickleton, NJ 08056;
2. Pursuant to the authority of *N.J.S.A. 2B:12-1, et seq.* and ordinances adopted by the City of Woodbury and the Township of East Greenwich, the municipalities shall establish a single joint court entitled “East Greenwich Joint Municipal Court” hereinafter referred to as “The East Greenwich Joint Municipal Court”.
3. The Judge of the East Greenwich Joint Municipal Court shall be nominated and appointed by the Governor of the State of New Jersey with the advice and consent of the Senate of the State of New Jersey pursuant to *N.J.S.A. 2B:12-4(b)*. If for any

- reason the appointed judge is unable to serve or if a judge is not appointed as provided in *N.J.S.A. 2B:12-4(b)*, an Acting Judge shall be appointed by the Assignment Judge as provided in *N.J.S.A. 2B:12-6*. The salary for the Judge shall be under the salary ordinance of East Greenwich for the duration of each term and the Judge shall be an employee of East Greenwich for the duration of each term.
4. East Greenwich shall use both its current and supplemental Court Professionals in court operations and shall be solely responsible for the salary, wages, and any associated benefits that may be provided to these Court Professionals for the term of the Agreement.
 5. In the event East Greenwich hires additional Court personnel in 2015, East Greenwich agrees to interview and give consideration to any Woodbury employees, whose jobs are eliminated as a result of this agreement upon application of such employee subject to applicable NJ Court Rules and the Code of Conduct for Judiciary Employees.
 6. The Municipal Court Administrator and Deputy Court Administrators shall be appointed pursuant to NJ Court Rules 1:34-2. Other Municipal Court Personnel shall be appointed by East Greenwich subject to applicable NJ Court Rules and the Code of Conduct for Judiciary Employees. East Greenwich shall be solely responsible for the salary, wages, and any associated benefits that may be provided to the Municipal Court Administrator, Deputy Court Administrator and other Municipal Court Personnel.
 7. The Prosecutor, Conflict Prosecutor, Public Defender, Conflict Public Defender shall be appointed by East Greenwich which shall be solely responsible for the salary, wages, and any associated benefits.
 8. Prior to the initial and any subsequent appointment of the Judge, Prosecutor, Conflict Prosecutor, Public Defender, Conflict Public Defender or any Court staff, the Joint Municipal Court Committee shall meet to provide Woodbury an opportunity to provide input into such personnel's appointment.
 9. East Greenwich shall assume full control and responsibility for the operation of the Joint Municipal Court and authority over the delivery of Joint Municipal Court Facilities, Personnel, and Resources upon the commencement of the Agreement.
 10. East Greenwich Joint Municipal Court will provide the courtroom, offices and storage space for court administration, and other such offices as the judge's chamber,

prosecutor office, private attorney/public defender conference room and mediation conference room, in addition to archive storage. Archive storage of court records shall be subject to existing policies, procedures and storage. East Greenwich shall furnish all facilities and furniture, such as courtroom, judge's chamber, administrator's office, violations bureau, recording equipment, phones, computer's filing cabinets and furniture for the proper administration of justice in the East Greenwich Joint Municipal Court.

11. Assignment of duties and administration of the functions of the East Greenwich Joint Municipal Court shall be made by the East Greenwich Joint Municipal Court Judge in compliance with the Rules of Court and the policies and directives of the Administrative Director of the Courts. Pursuant to NJ Court Rules 1:30-3(a) and 1:30-4, the East Greenwich Joint Municipal Court Judge shall fix the hours of the court sessions and court office subject to the review of the Vicinage Assignment Judge and approval of the Administrative Director of the Courts.
12. Vicinage Municipal Division staff shall review staffing efficiency and caseload statistics with the City of Woodbury and the Township of East Greenwich after the initial six (6) month and twelve (12) month anniversaries of commencement of operation of the Joint Municipal Court to ensure proper staffing is maintained. Thereafter caseload statistics shall be reviewed annually in August for the previous court year.
13. East Greenwich shall provide any and all court security for all court sessions. Woodbury shall provide (1) court liaison to oversee and manage Woodbury's cases. In the event Woodbury's liaison is not available for court session and a substitute is also not available, the Municipal Prosecutor shall have the authority to resolve cases pursuant to applicable rules.
14. Woodbury will be responsible for transporting bail, tickets, cases and relevant information on a daily basis by noon to the East Greenwich Joint Municipal Court.
15. East Greenwich will be responsible for all repairs, maintenance, or replacement of any damaged or unusable facilities equipment, and furniture in the joint courtroom, court related offices, and municipal public space.
16. Woodbury will be the supported municipality under the terms of this Agreement.
17. Woodbury shall initially furnish the East Greenwich Joint Municipal Court (2) two copies of the City Code with ongoing supplements as soon as practical but no later

than 72 hours after a passage of new or revised ordinances. One copy is to be sent to the Municipal Court Administrator and the second copy is to be sent to the Municipal Prosecutor.

18. There shall be a Joint Municipal Court Committee made up of two (2) representatives from each Municipality appointed by the governing body, which shall meet at least twice annually. The first meeting shall be held in January of each year. At that meeting, a budget will be mutually agreed upon based upon the budget approved by the Vicinage Assignment Judge pursuant to NJ Court Rules. The second meeting will be held in August after the Vicinage's fiscal year statistics are published to the municipalities. The Vicinage Municipal Division shall be apprised of the meeting dates so that applicable updates can be provided to both municipalities.
19. The percentage of contributions for the operational budget for the Joint Court shall be split with Woodbury contributing sixty (60%) percent and East Greenwich contributing forty (40%) percent to the Municipal Court budget for the prorated portion of the calendar year 2015 beginning February 9, 2015, and for the calendar year 2016. The percentage allocation will be re-calculated with the close of the judiciary's 2016 fiscal year case statistics in July of 2016. At that time, the two parties will mutually agree to a fair and equitable cost sharing based on the actual caseloads for the calendar year 2017. The two parties agree that following 2017, the percentage of cost allocation will be based on the percentage of cases by the municipalities. The year 2017 shall then be the "Base Year". If the cumulative change in percentage of cases for subsequent years exceeds 3% in comparison to the Base Year, the allocation shall be adjusted accordingly. For any year an adjustment is made, that year shall constitute the new Base Year for future comparison.
20. Woodbury agrees to pay a pro-rated portion of a flat \$12,000.00 annual administrative fee to East Greenwich for 2015. In 2016, Woodbury agrees to pay an administration fee of \$22,000. Following the change in percentage allocation as determined by the judiciary in the 2016 fiscal year statistics, Woodbury agrees to pay \$1/case to East Greenwich as an administrative fee for the remainder of the agreement. A "case" shall be defined as each individual ticket that comes before the Joint Court.
21. Woodbury agrees to pay to East Greenwich their portion of costs on a monthly basis in equal parts pursuant to the agreed to budget with adjustments for December if the expended costs differ from the budget amount.
22. Woodbury and East Greenwich agree to split equally (50/50) any costs incurred by East Greenwich on a one time basis to set up the merged court, which costs shall be agreed to in advance by the Joint Municipal Court Committee. This shared cost

agreement will not exceed an aggregate of \$10,000. Any and all future capital expenditures needed will be part of the annual budget discussions held in January.

23. Any monies collected, forfeited or escheated on summons/warrants/tickets or other charges issued by a Municipality's police department or any other law enforcement entity or by any private citizen pursuant to a local ordinance violation or pursuant to the Statutes and administrative regulations of the State of New Jersey shall be paid and forwarded by the East Greenwich Joint Municipal Court to the Chief Financial Officer of the Municipality where the offense was committed. Distribution of such monies shall be made by the fifteenth of the month for the previous month directly to the respective municipalities along with a copy of the monthly cashbook.
24. There will be segregated accounts kept for any DWI (Chapter 531, Laws of 1983) grant money, disseminated to Township of East Greenwich and City of Woodbury. Pursuant to Judiciary procedures, in applying for permissions from the Assignment Judge to use the funds, the Municipal Court Judge and Administrator shall keep separate accounting and use funds for cases only from the jurisdiction of that particular case. Funds shall roll over from year to year with the express use by the Joint Municipal Court. In the event of a dissolution, the funds for City of Woodbury's jurisdiction shall be remitted back to Woodbury by the Township of East Greenwich within thirty (30) days.
25. There will be segregated accounts kept for any Parking Offense Adjudication Act (POAA) (Chapter 137, Laws of 1989) funds. Each month, the Municipal Court Administrator shall remit any POAA funds to each individual municipality. It will be the responsibility of the City of Woodbury Financial Officer to remit those funds back to the Township of East Greenwich for deposit into an aforementioned account. Pursuant to Judiciary procedures, in applying for permission from the Assignment Judge to use the funds, the Municipal Court Judge and Administrator shall keep separate accounting and use funds for parking cases only from that particular jurisdiction. Funds shall roll over from year to year with the express use by the Joint Municipal Court. In the event of a dissolution, the funds for City of Woodbury's jurisdiction shall be promptly remitted back to Woodbury by the Township of East Greenwich within thirty (30) days.
26. In the event the municipalities comprising the Joint Municipal Court desire to pursue an Alternate Method of Collection pursuant to the SUPREME COURT PROCEDURES GOVERNING THE PRIVATE COLLECTION OF MUNICIPAL COURT DEBT UNDER L. 2009, C. 233, collection of such fees by a third-party shall be authorized by both Woodbury and East Greenwich. It is understood and

- agreed that a provision will be written into any contract for collection services that in the event of a dissolution of the joint court, the collection contract will also be dissolved.
27. Woodbury and East Greenwich agree to notify their general liability insurance carriers that those municipalities will be maintaining the East Greenwich Joint Municipal Court at the East Greenwich Township Municipal Building and agree to obtain liability insurance in the name of the municipality for the conduct and accounts of the Court located in the East Greenwich Township Municipal Building.
 28. The East Greenwich Joint Municipal Court shall become effective and commence on February 9, 2015 and on that date the Municipal Court hereto existing for Woodbury shall be abolished, and that Court's functions, powers, duties and records shall be transferred to the East Greenwich Joint Municipal Court established pursuant to this Agreement and by the Ordinances of the City of Woodbury and Township of East Greenwich. Cases established in Woodbury on and after February 9, 2015 shall be prosecuted in the East Greenwich Joint Municipal Court established pursuant to this agreement and by the Ordinances of the City of Woodbury and Township of East Greenwich.
 29. The East Greenwich Joint Municipal Court and this Agreement shall continue for a term of five (5) years from February 9, 2015 and shall automatically renew for an additional five (5) year period unless terminated prior to renewal. Either Woodbury or East Greenwich may terminate this agreement at any time by giving the other party twelve (12) months' notice and adoption of an ordinance providing for the withdrawal which may be adopted at any time prior to or after giving of such notice. Written notice shall be provided of the introduction of any such Ordinance.
 30. It is understood by both parties that in the event of a dissolution, the cases that have been initiated during the joint court will remain with the home court of East Greenwich to be adjudicated with monies disbursed to the municipality of jurisdiction.
 31. The provisions of this Agreement shall be subject to modification from time to time and may be amended by the parties by mutual agreement, including passing of duplicate resolutions or ordinances when necessary by the respective municipalities. Any and all amendments to this agreement are subject to the approval of the Vicinage 15 Assignment Judge and the Administrative Office of the Courts.


32. This Agreement will become effective only after an ordinance duly authorized by the governing bodies of the municipalities of East Greenwich and Woodbury have been passed and are effective in authoring the establishment of a Joint Municipal Court and the entering into of this agreement and with the filing of this agreement together with copies of the authorizing ordinances of the municipalities with the Director of the Administrative Office of the Courts and the Assignment Judge of Vicinage 15.

33. Any notices with respect to this agreement shall be sent as follows:

- a. City of Woodbury, City Administrator – 33 Delaware Street, Woodbury, NJ 08096.
- b. Township of East Greenwich, Clerk – 159 Democrat Road, Mickleton, NJ 08056.
- c. Administrative Director of the Courts c/o Assistant Director, Municipal Court Services, Hughes Justice Complex, 25 W. Market Street, P.O. Box 037, Trenton, NJ 08625.
- d. Assignment Judge – Vicinage 15, Cumberland County Courthouse, 60 W. Broad Street, Bridgeton, NJ 08302.
- e. Municipal Division Manager, Superior Court of New Jersey, 19 N. Broad Street, Woodbury, NJ 08096.

IN WITNESS WHEREOF, the undersigned representatives for the Municipal Parties to this Agreement do represent with their signatures that the Municipal entity for which they are an elected or appointed official has duly adopted this Agreement pursuant to a valid Ordinance establishing the Joint Municipal Court and Resolution approving this Agreement.

ATTEST:



Roy Duffield, City Clerk

City of Woodbury:

By: 

WILLIAM VOLK, Mayor

ATTEST:

Susan M. Costill, Township Clerk

Township of East Greenwich:

By: _____
DALE L. ARCHER, Mayor