

RESOLUTION NO. 2018 - 158

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF EAGLESWOOD FOR MUNICIPAL COURT SERVICES

WHEREAS, the Shared Services and Consolidation Act, N.J.S.A. 40A.65-1 et seq., authorizes the Township of Little Egg Harbor to enter into a contract for the provision of certain governmental services with the Township of Eagleswood; and

WHEREAS, N.J.S.A. 40A:65-5 requires that such a contract be authorized by resolution; and

WHEREAS, under the Agreement, the Townships agree to join together and share municipal court services with the Township of Little Egg Harbor being the Lead Municipality; and

WHEREAS, the Township shall provide the courtroom, chambers, office space, equipment, supplies and employees for the Municipal Court for the Township of Eagleswood and shall retain all the fees and costs assessed for the Township of Eagleswood Municipal Court cases as compensation; and

WHEREAS, it is the desire of the Township Committee to authorize the execution of a Shared Services Agreement with the Township of Eagleswood set forth in the proposed agreement attached hereto and incorporated herein as Schedule "A".

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby authorize the execution of a Shared Services Agreement with the Township of Eagleswood for Municipal Court Services, in accordance with the terms of said agreement attached hereto and made a part hereof as Schedule A. The form of said agreement is subject to the approval of the Township Attorney.
2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Shared Services Agreement, and any other documents necessary to effectuate the terms of this resolution.
3. That the term of the agreement shall be for ten years commencing on August 14, 2018 and terminating on August 13, 2028.
4. That a copy of the agreement referenced herein shall be kept on file and made available for public inspection at the Township Clerk's Office during normal business hours.
5. That a certified copy of this resolution, together with a copy of the agreement, shall be forwarded to the Township Administrator and the Township of Eagleswood.

Motion to Approve: *Crea* Second: *Stevens* Roll Call:

Crea	<u>yes</u>
Gormley	<u>yes</u>
Kehm	<u>yes</u>
Schlick	<u>yes</u>
Stevens	<u>yes</u>

CERTIFICATION

I, **DIANA K. MCCRACKEN, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **12th** day of **July, 2018**.

Diana K. McCracken, RMC
DIANA K. MCCRACKEN, Township Clerk
 Little Egg Harbor Township

SHARED SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 19th day of July, 2018, by and between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, with its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087, and the **TOWNSHIP OF EAGLESWOOD**, a municipal corporation of the State of New Jersey with its principal offices located at 146 Division Street, West Creek, New Jersey 08092-0409.

W I T N E S S E T H:

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., municipalities may enter into agreements for shared services with other municipalities to provide or receive any service that the local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act may do so by the adoption of a resolution; and

WHEREAS, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment, assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, N.J.S.A. 2B:12-1 provides that two or more municipalities may enter into an agreement establishing a single joint municipal court and provide for its administration; and

WHEREAS, the Township of Little Egg Harbor and the Township of Eagleswood desire to join together and share the same municipal court services, with the Township of Little Egg Harbor being the Lead Municipality; and

WHEREAS, the Township of Little Egg Harbor and the Township of Eagleswood desire to enter into an agreement to establish the obligations in connection with the shared Court facilities and staff and provide for shared Court sessions.

NOW THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, the Township of Little Egg Harbor and the Township of Eagleswood do hereby agree as follows:

1. The Township of Little Egg Harbor agrees to provide a courtroom, chambers, office space, equipment, supplies and employees for the Municipal Court for the Township of Eagleswood.
2. The Township of Little Egg Harbor shall have sole discretion in appointment of Municipal Court judges, prosecutors, public defenders and any other employees needed to provide Municipal Court services.
3. The Township of Little Egg Harbor shall be responsible for the compensation of all personnel referenced in Paragraph 2.
4. The identities of the individual Courts shall continue to be expressed in the captions of the orders and process. The courtroom sessions of the "Municipal Court of the Township of Eagleswood" shall be held in the Municipal Court Complex in the Township of Little Egg Harbor.
5. As compensation to the Township of Little Egg Harbor for providing Municipal Court services, the Township of Little Egg Harbor shall have the right to retain all

fees and costs assessed for the Township of Eagleswood Municipal Court cases, except as provided in paragraph 6 below.

6. In the event the State of New Jersey is empowered to impose a surcharge on fines collected by the Municipal Court of the Township of Eagleswood as a result of summonses issued by the State Police for incidents which occurred in Eagleswood Township, then, in such event, said surcharges shall be paid in full to the Township of Eagleswood.

7. The Township of Eagleswood and the Township of Little Egg Harbor mutually agree that the shared Municipal Court services, judges, and other personnel have, possess and exercise all functions, powers and duties of the jurisdiction of a municipal court as prescribed under N.J.S.A. 2B:12-1 et seq., and any amendments hereto.

8. The Township of Eagleswood agrees to annually review the case loads with the Municipal Court Administration of the Township of Little Egg Harbor to ensure proper distribution and assignment of workload.

9. The Township of Little Egg Harbor shall provide monthly reports to the Township of Eagleswood as to all revenues deposited in the Township of Little Egg Harbor's Municipal Court account for Township of Eagleswood Municipal Court cases.

10. This agreement shall commence as of August 14, 2018 and shall remain in effect until August 13, 2028. Either party may terminate the agreement after providing a written notice to the other party of intent to terminate. Said written notice shall be given to the respective parties' Township Administrator at least 180 days prior to the requested termination.

11. All records of the Township of Eagleswood shall be kept separate from the Township of Little Egg Harbor records. All records shall be kept confidential unless

otherwise determined by applicable law. Access shall only be given to authorized court personnel or Administrative Office of the Courts in accordance with applicable law and AOC guidelines.

12. The Township of Little Egg Harbor's Court Administrator, Judge, and Chief of Police shall meet with the Township of Eagleswood personnel as necessary for the operation of the shared Municipal Court.

13. The parties to this Agreement recognize that the Municipal Court employees are exclusively Township of Little Egg Harbor employees. The Township of Little Egg Harbor shall be responsible for the cost of claims made by or against said employees and court security, including court costs and reasonable attorneys' fees in defense of any and all claims against the employee, the Township of Little Egg Harbor, or the Township of Eagleswood arising out of any act or omission of the employee regardless of which Municipal Court session is in progress, including but not limited to Workers' Compensation claims, Tort Claims and any other state or federal actions.

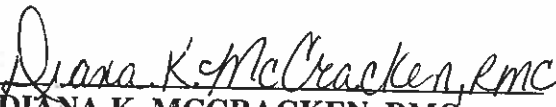
14. In accordance with N.J.S.A. 40A:65-11, the parties acknowledge the requirement of an employee reconciliation plan. No employee of the Township of Eagleswood shall be transferred to the Township of Little Egg Harbor, and the Township of Eagleswood shall address any employees affected by this Agreement subject to its own collective bargaining agreements. If the Township of Eagleswood terminates any employees due to this Agreement, it shall file a plan with the Department of Personnel, and comply with the requirements of N.J.S.A. 40A:65-11, if necessary.


15. In the event that any court of competent jurisdiction shall declare any section of this agreement invalid for any reason, all other sections shall remain in full force and effect.

16. This Agreement represents the entire agreement between the parties and may not be modified or amended except by written agreement between the parties.

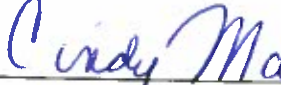
WITNESS AND ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR


DIANA K. MCCRACKEN, RMC
Township Clerk
(Seal)

By 
RAY GORMLEY, Mayor

TOWNSHIP OF EAGLESWOOD


CINDY MARESCA
Acting Township Clerk
(Seal)

By 
DEBRA A. RIVAS, Mayor