

**FRANKLIN TOWNSHIP
RESOLUTION #2021-49**

**RESOLUTION AUTHORIZING EXECUTION OF SHARED SERVICES
AGREEMENT FOR JOINT COURT SERVICES WITH THE MUNICIPAL
COURT OF EAST AMWELL AND DELAWARE TOWNSHIPS**

WHEREAS, the Municipal Court of East Amwell and Delaware Townships operate a Joint Municipal Court located at 1070 Route 202/31, Ringoes, New Jersey; and

WHEREAS, the Township of Franklin, County of Hunterdon, had previously entered into a Shared Services Agreement between the Municipal Court of East Amwell and Delaware Townships & the Township of Franklin; and

WHEREAS, the term of the Agreement commenced on January 1, 2017 and will conclude on December 31, 2021; and

WHEREAS, the Township of Franklin wishes to again enter into a shared service agreement with the Joint Municipal Court for the provision of and sharing of facilities, personnel, and services of the Joint Municipal Court; and

WHEREAS, the term of the Agreement will commence on January 1, 2022 and will conclude on December 31, 2026; and

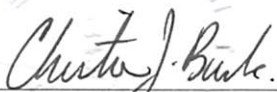
WHEREAS, the Township of Franklin desires to enter into a Shared Services Agreement with the Municipal Court of East Amwell and Delaware Townships, a copy of which is attached hereto and on file with the Municipal Clerk; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Town Committee of the Township of Franklin, County of Hunterdon, State of New Jersey that the Mayor is authorized to execute the attached Shared Services Agreement with the Municipal Court of East Amwell and Delaware Townships in substantially similar form as attached hereto, subject to the review and approval of the Township Attorney.

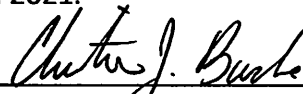
ADOPTED: 12/09/2021


Philip Koury, Mayor
Township Committee

Attest and Affix Seal:


Christine V. Burke, RMC
Municipal Clerk

I, Christine J. Burke, Municipal Clerk of the Township of Franklin, County of Hunterdon, do hereby certify this to be a true copy of a resolution adopted by the Township Committee at a meeting held on December 9, 2021.

A handwritten signature in cursive script that reads "Christine J. Burke". The signature is written in black ink and is positioned above a horizontal line.

Christine Burke, RMC
Municipal Clerk

**SHARED SERVICES AGREEMENT
BETWEEN
THE MUNICIPAL COURT OF EAST AMWELL AND DELAWARE TOWNSHIPS &
THE TOWNSHIP OF FRANKLIN**

THIS SHARED SERVICES AGREEMENT (“Agreement”) is made the 9th day of December 2021 by and between:

The Municipal Court of East Amwell and Delaware Townships (“Joint Court”)
1070 Route 202/31
Ringoes, New Jersey 08551, and

The Township of Franklin, in Hunterdon County, a municipal corporation of the State of New Jersey (“Franklin”)
202 Sidney Road
Pittstown, New Jersey 08867.

FACTUAL RECITALS:

A. The Joint Court has determined that its facilities and personnel can accommodate the needs of Franklin to provide municipal court services, and Franklin has determined that the Joint Court’s facilities and personnel are well-suited to meet the needs of Franklin’s municipal court.

B. The sharing of municipal court facilities and personnel is authorized by N.J.S.A. 2B:12-1.c and N.J.S.A 40A:65-1 et seq.

C. The members of the Joint Court, East Amwell Township and Delaware Township, have, through their respective governing bodies, adopted appropriate resolutions approving the Joint Court’s sharing of its facilities and personnel with Franklin, in accordance with the terms of the Agreement.

D. Franklin has also adopted an appropriate resolution approving this Agreement.

E. In an agreement for the sharing of municipal court facilities and personnel, each court retains its own identity.

F. Accordingly, the Joint Court and the Franklin Township Municipal Court shall be operated as two separate courts, with the Joint Court being the host and providing the services described in this Agreement to Franklin.

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings set forth herein, it is **AGREED** by and between the Joint Court and Franklin as follows:

ARTICLE ONE- SCOPE OF SERVICES.

1.1 The Joint Court agrees to provide those facilities and services necessary for the operation of a municipal court, including a courtroom, chambers, office space, equipment, supplies, file storage and employees, to serve as Franklin's municipal court, and as are more particularly set forth on Schedule "A" attached hereto and made part hereof. In addition, the Joint Court shall provide security to Franklin in accordance with a plan acceptable to the State Judiciary.

1.2 The Joint Court's existing facilities located at 1070 Route 202/31, Ringoes (East Amwell Township), New Jersey shall be used for the conduct of Franklin's municipal court.

1.3 Court staffing levels required for the efficient operation of the Court, including any need for increased hours by the Court Administrator or Deputy Administrator, will be provided by the Joint Court consistent with the requirements of the State Judiciary.

1.4 Franklin shall adopt such resolutions or ordinances as may be necessary to legally designate the same individuals who serve as the Joint Court's officials and staff as the officials and staff of the Franklin Township Municipal Court.

1.5 The Joint Court, through its members, Delaware Township and East Amwell Township, shall fix the compensation of the officials and staff of the Joint Court in accordance with applicable federal, state and local law governing such matters, as well as any related approvals necessary from the State Judiciary.

1.6 The dates and times of court sessions shall be determined by the Municipal Court Judge, in consultation with Franklin and in accordance with R. 1:30-3.

1.7 The identities of the Joint Court and Franklin's municipal court shall be expressed in the captions of orders and process.

1.8 The Joint Court shall determine appropriate signage in consultation with Franklin for Franklin's court. The Joint Court shall provide appropriate stationary for Franklin's court.

1.9 The judge and other personnel of the Joint Court shall have, possess, and exercise all functions, powers, duties and/or jurisdiction of a municipal court, as prescribed by N.J.S.A. 2B12-1 et seq., on behalf of Franklin. The Joint Court, through its member East Amwell Township, shall ensure that the facility and its operation conform to all applicable federal, state and/or local laws, rules, regulations, and ordinances. The Joint Court, through its members, East

Amwell Township and Delaware Township, shall ensure that the appointment of all court officials and staff shall conform to all applicable federal, state and/or local laws, rules, regulations and ordinances, including those of the State Judiciary.

ARTICLE TWO- TERM.

2.1 The term of this Agreement shall commence on January 1, 2022 and conclude on December 31, 2026. This Agreement may be renewed by the parties upon such terms as may be agreed upon by the parties. Either party may terminate this Agreement without cause upon 180 days prior written notice to the other party, provided, however, that if the Agreement is terminated during a calendar year, the compensation owed by Franklin pursuant to Article Three shall be pro-rated on an annual basis and the last installment paid shall include the full pro-rated amount owed.

2.2 The term of the Joint Court's existence shall, through its members East Amwell Township and Delaware Township, be extended to run through the term of this Agreement.

ARTICLE THREE- COMPENSATION

3.1 In the 2022 calendar year, Franklin shall compensate the Joint Court in the amount of \$77,286.00, said payment to be made in quarterly installments of \$19,321.50 each due no later than January 10, April 10, July 10, and October 10. The Joint Court shall submit vouchers to Franklin 45 days before each installment is due indicating the amount of the installment to be paid to East Amwell Township and the amount to be paid to Delaware Township. For each succeeding calendar year of the term that this Agreement remains in effect, the amount of annual compensation paid by Franklin shall be increased by two (2%) percent, and the amount of the quarterly installments shall be adjusted accordingly. Vouchers shall be provided and payment made in the same manner as for the quarterly installment schedule herein-established for 2022.

ARTICLE FOUR-RECORDS

4.1 The records of the Joint Court and Franklin's court shall be maintained separate and apart from one another. All records shall be confidential unless otherwise determined by State law, and access to the records shall only be provided to authorized court officials and staff or State Judiciary personnel, in accordance with applicable State law, State Judiciary guidelines or other pertinent regulations.

4.2 Franklin shall transfer or deliver to the Joint Court for adjudication by the Joint Court on behalf of Franklin: (i) all Franklin summonses, tickets, or citations arising on or after January 1, 2022, and (ii) as directed by the Assignment Judge of the Superior Court of New Jersey, Vicinage XIII ("Assignment Judge"), any summonses, tickets or citations arising out of

Franklin, the adjudication of which has not been completed as of January 1, 2022 by the North Hunterdon Municipal Court (“N-H Court”), of which Franklin was a member.

ARTICLE FIVE- REVENUE, BOOKS & AUDITS.

5.1 The Joint Court and Franklin’s records, fines, court costs, and Public Defender funds collected pursuant to N.J.S.A. 2B:24-17 shall be administered, reported, deposited, and audited separately.

5.2 Beginning January 1, 2022, the Joint Court agrees to collect, where applicable, court-related revenues for Franklin. For purposes of depositing Franklin revenues, the Joint Court agrees to establish an account in a bank to be identified by the Joint Court, which shall be the same bank in which the Joint Court’s revenues are deposited. At the time of establishing said account, Franklin shall be responsible for completing all paperwork necessary to facilitate deposits by court personnel. All deposits shall be made daily and revenue recorded by Joint Court personnel and reported in accordance with all applicable federal, state, local, State Judiciary and audit laws, standards or guidelines. The Joint Court shall provide monthly reports to Franklin identifying all revenue received by Franklin’s court and deposited to Franklin’s court account. At the same time as the monthly report is made, the Joint Court shall pay to Franklin all of the fines, court costs and Public Defender funds collected pursuant to N.J.S.A. 2B:24-17 arising out of Franklin’s court cases.

5.3 The Joint Court shall arrange and pay for a yearly audit of the books of the Joint Court, and Franklin shall arrange and pay for a yearly audit of the books of the Franklin’s court, which audits 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.

ARTICLE SIX- INSURANCE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.

6.1 Insurance coverage shall be obtained by Franklin that protects the Joint Court, its officials and staff 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, with regard to all claims, arising whole or in part, from Franklin cases. The coverage may be provided either through policies issued to the Joint Court’s members and/or through additional policies issued to the Joint Court. For the purposes of Worker’s Compensation, all officials and staff of the Joint Court who are acting on behalf of the Franklin court shall be covered as is currently provided by East Amwell Township and Delaware Township.

6.2 Throughout the term of this Agreement, Franklin shall maintain insurance for bodily injury, death, or property damage occasioned, in whole or in part, by Franklin’s use of the facility in an amount no less than \$1,000,000.00 per occurrence. The Joint Court and its members East Amwell Township and Delaware Township shall be named as additional insureds

on this policy, which may not be canceled without thirty (30) days prior written notice to the Joint Court. Franklin shall provide a certificate evidencing such insurance to the Joint Court prior to the commencement of the term of this Agreement. In the event the insurance should be cancelled, and Franklin does not replace the policy, the Joint Court may (i) procure the insurance and charge Franklin for the full cost thereof, of (ii) terminate this Agreement in accordance with the provisions of §13.7 of this Agreement.

6.3 The Joint Court, through its member East Amwell Township, shall continue to provide liability insurance which protects the Joint Court's officials, staff and/or facilities.

6.4 The Joint Court, through its members East Amwell Township and Delaware Township, shall cover the cost of claims made by or against all court staff, 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 in accordance with the current policies and practices of those members.

6.5 The Joint Court shall obtain and pay for the statutory bond which shall cover any member of the Court Staff with responsibility for handling money.

ARTICLE SEVEN- ADDITIONAL PARTIES.

7.1 The Joint Court may, in its sole discretion, enter into agreements with other parties for the use of its municipal court facilities, officials and staff on such terms as the Joint Court deems appropriate.

ARTICLE EIGHT- UNIFORM SHARED SERVICES AND CONSOLIDATION ACT.

8.1 The Joint Court, through the governing bodies of its member municipalities East Amwell Township and Delaware Township, and Franklin are authorized to enter into this Agreement with each other pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:64-1 et seq.

ARTICLE NINE- EXISTING CASE LOAD

9.1 Franklin has given property notice of its withdrawal from the N-H Court and will provide for matters which came under the jurisdiction of the N-H Court prior to January 1, 2013 to remain under the jurisdiction of the N-H Court unless the Assignment Judge otherwise directs.

9.2 In the event of the dissolution of the N-H Court and the transfer to the Shared Court of pending cases generated by Franklin Township that predate the date of this Agreement, including in particular a backlog of pending cases or the transfer of archived cases from the N-H

Court, the Joint Court reserves the right to require Franklin Township to pay a reasonable one-time fee in the first year of the Agreement in addition to the compensation set forth in Article Three to compensate the Joint Court for processing cases transferred from the N-H Court or for archiving the records of cases which the N-H Court will no longer maintain.

ARTICLE TEN- COOPERATION.

10.1 The parties agree that they will cooperate with each other to effectuate the intent of this Agreement, which is provide excellent municipal court services in the most cost-efficient manner possible.

ARTICLE ELEVEN- GRANTS.

11.1 Should the shared municipal court between the Joint Court and Franklin, as provided for by this Agreement, be the beneficiary of any grants, the proceeds of said grants shall be retained by the Joint Court.

ARTICLE TWELVE- MISCELLANEOUS.

12.1 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 or mailed by way of certified or registered mail, return receipt request, and addressed to the party to whom notice is to be given, as set forth below:

As to the Joint Court-

Clerk, Township of East Amwell AND
1070 Route 202/31
Ringoes, New Jersey 08551

Clerk, Township of Delaware
570 Rosemont-Ringoes Road
P. O. Box 500
Sergeantsville, New Jersey 08557

As to Franklin-

Clerk, Township of Franklin
202 Sidney Road
Pittstown, New Jersey 08867

12.2 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.

12.3 This Agreement may be modified from time-to-time by mutual written agreement and authorizing resolutions of the respective municipalities.

12.4 It is understood by the parties that this Agreement only permits Franklin's use of the Joint Court's facilities for Franklin's municipal court purposes.

12.5 If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

12.6 The failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant or condition at any other time, nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

12.7 Upon a breach of any term of this Agreement by either party, the non-breaching party shall serve the breaching party with written notice of the breach and a demand that the breach be cured within thirty days. If the breaching party fails to cure the breach within the thirty-day period, the non-breaching party may terminate this agreement by written notice to the breaching party provided sixty days prior to the effective date of the termination.

ARTICLE THIRTEEN- COMPLETE AGREEMENT.

13.1 This Agreement contains the complete understanding as to the sharing of municipal court facilities, officials and staff between the Joint Court and Franklin, 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, the Joint Court, through its members East Amwell Township and Delaware Township, and Franklin 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ATTEST:

THE MUNICIPAL COURT OF EAST AMWELL AND
DELAWARE TOWNSHIPS, THROUGH ITS
MEMBERS EAST AMWELL TOWNSHIP AND
DELAWARE TOWNSHIP

Township of East Amwell

Krista M. Parsons, Acting Municipal Clerk


Rick Wolfe, Mayor

Township of Delaware

Maria Andrews, Municipal Clerk

James Waltman, Mayor

Township of Franklin



Christine Burke, Municipal Clerk



Philip Koury, Mayor

SCHEDULE A

Facilities, Officials and Staff to be provided by Joint Court to Franklin:

Courtroom

Judge's Chambers

Violations Bureau/Payment Rooms/Bulletproof Payment Window

Certified Court Recording System

Court Office/Conference Rooms

Approved Language Translation System

Panic Button for Judge and Violations Bureau

Toilets

Parking Areas for Parking Vehicles

Court officials and staff to include Judge, Prosecutor, Public Defender, Court Administrator, Deputy Administrator, and Security in accordance with requirements of AOC.