

AGREEMENT

BETWEEN THE TOWNSHIP OF HOWELL AND THE BOROUGH OF FARMINGDALE FOR THE ESTABLISHMENT OF SHARED MUNICIPAL COURT SERVICES

THIS AGREEMENT (the "Agreement") effective this 1st day of February, 2022 between THE TOWNSHIP OF HOWELL ("**Howell**"), a municipal corporation of the State of New Jersey with its principal offices located at 4567 Route 9 North, Howell, NJ 07731, and THE BOROUGH OF FARMINGDALE ("**Farmingdale**"), a municipal corporation of the State of New Jersey, with its principal offices located at 11 Asbury Avenue, Farmingdale, NJ 07727. **Howell and Farmingdale** will be collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, *N.J.S.A.* 2B:12-1(c) provides that "two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chamber, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court. Where Municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process", and

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

WHEREAS, the Court Administrator in **Farmingdale** retired in January 2020, leaving **Farmingdale** with a vacancy in its Court Staff; and

WHEREAS, **Howell** has sufficient capacity to assist **Farmingdale** pursuant to a shared court agreement; and

WHEREAS, **Howell** has agreed to allow **Farmingdale** to utilize **Howell's** Court Room and Court offices upon the execution of the Agreement and notice to and the approval of the Administrative Office of the Courts ("The AOC") and the Assignment Judge of Monmouth County Superior Court Vicinage ("the Assignment Judge"); and

WHEREAS, and **Farmingdale** previously entered into a shared court agreement for Municipal Court; and

WHEREAS, the Governing Bodies of **Howell and Farmingdale** find that it would be in the best interest of the Parties for **Farmingdale** to continue to utilize the **Howell** Municipal Court Room, Court Offices, and to share employees, facilities, and equipment under the terms and conditions referenced herein; and

WHEREAS, the "Uniform Shared Services and Consolidation Act" at *N.J.S.A.* 40A:65-1 *et seq* (the "Act"), allows a local unit to enter into an agreement with any other local unit or units

to provide or receive any service that each local unit participating in this agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units.

NOW THEREFORE, with the foregoing recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, **Howell** and **Farmingdale**, intending to be legally bound, hereby agree as follows:

1. **Establishment of Shared Municipal Court Services.** **Howell** and **Farmingdale** hereby agree to the sharing of **Howell** court facilities as authorized by N.J.S.A. 2B:12-1(c), which shall provide for the establishment of the **Howell** Municipal Court and **Farmingdale** Municipal Court in **Howell** (the "Shared Court"). The Shared Court will be established as soon as legally and logistically possible in 2022. Establishment is contingent upon receipt of written approval from the Administrative Office of the Courts and the Assignment Judge of the Monmouth County Superior Court Vicinage.

2. **Location and Days of Operation of the Shared Court.** The Shared Court, including the court room and court administrative offices and all court sessions will be located and conducted at 300 Old Tavern Road, **Howell**, New Jersey 07731. **Howell** will provide day-to-day Court administrative services and support to include day-to-day operations, record-keeping, and administrative functions of the **Howell** Court and **Farmingdale** Court. It is anticipated by the Parties that **Farmingdale's** court session will take place on the third Wednesday of every month.

3. **Bank Accounts.** In accordance with N.J.S.A. 28:12-1(c), **Howell** and **Farmingdale** each maintain a general and bail account. These accounts will be maintained according to standard financial procedures established to process and track all monies received in the municipal courts. The Municipalities will receive and appropriately distribute all fines generated by all cases on their respective court dockets. **Howell** and **Farmingdale** will each maintain a dedicated fund for Parking Offenses Adjudication Act ("POAA") Funds and Alcohol Education and Rehabilitation and Enforcement ("DWT") Funds which will be made available to their respective municipal court operations. In addition, **Howell** and **Farmingdale** agree any discrepancies in the financial records relating to Municipal Court activities involving **Howell** and **Farmingdale** prior to the effective date, including the general bail accounts shall be the responsibility of the respective municipality respective municipality.

4. **Operating Costs and Expenses.** For the first calendar year of this Agreement, **Farmingdale** shall pay **Howell** a fee of \$10,000, payable in equal quarterly installments of \$2,500 each for the use of the facility, complete court office staffing and court sessions in accordance with paragraph 5 below. This amount shall be increased by 2% annually for the second or subsequent years of this Agreement. The Parties further agree that any forms or supplies which are specifically utilized by one Municipal Court, shall be the sole responsibility of that Municipal Court and shall not be a shared expense. **Howell** will, by December 15th of each year in which this Agreement is operative, generate a bill accounting for any uncaptured Administrative fees, office supplies, security or other costs attributable to **Farmingdale** under this Agreement, which **Farmingdale** agrees to pay not later than December 31st of the same year.

Farmingdale also agrees that the following costs are its sole responsibility under this Agreement:

- a. On the day in which **Farmingdale's** court is in session, court security, *i.e.* police presence, will be the financial responsibility of **Farmingdale**.
- b. For its court cases, **Farmingdale** will be responsible for any banking fees, credit card fees, any awarded restitution, and the purchase of any required Credit card terminals.
- c. Any prisoner transports required for **Farmingdale** cases shall be the responsibility of **Farmingdale** and their provider of Police services.
- d. In the event **Farmingdale's** monthly court session creates an overtime payment, **Farmingdale** shall be responsible for such payment.
- e. Any costs not otherwise accounted for under this Agreement shall be the responsibility of the party generating such expense.

5. **Personnel and Appointments.** The Parties agree that the Shared Court's staffing will be provided by **Howell**. The Compensation of the Court Administrator, Deputy Court Administrator and Violations Clerk (all staffing) shall be the responsibility of **Howell**. The hiring, employment and appointment of the aforementioned positions shall be the responsibility of **Howell**. The parties agree that the Shared Court will not share the following personnel and appointees: Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, and Assistant Public Defender. The parties agree that the staffing and salaries of these positions shall be the exclusive determination and right of each municipality. **Howell** and **Farmingdale** shall be solely responsible for the appointment of their respective Municipal Court Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, and Assistant Public Defender, and each municipality retains its right of appointment as provided in *N.J.S.A. 2B:12-4* (Judge), *2B:24-3* (Public Defender), and *2B:25-4* (Prosecutor). The jurisdiction of the Municipal Court of each municipality shall be separate.

6. **Salaries, Wages and Benefits.** The salaries, wages and benefits, including FICA, PERS Contributions, worker's compensation insurance and group health insurance, of the Municipal Court staffing shall be paid by **Howell**. The following personnel of the Shared Court: Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, Assistant Public Defender, are not shared and shall be paid by the appointing municipality.

7. **Term of Contract.** Pursuant to *N.J.S.A. 2B:12-1(d)*, this Agreement shall commence February 1, 2022 and remain in effect until January 31, 2024. In the event this Agreement is approved after February 1, 2022 by the Monmouth Vicinage Assignment Judge, the effective date shall be retroactive to February 1, 2022. This Agreement may be terminated by any Party by providing written notice not later than 30 days' prior to the proposed cancellation date, and may be modified in accordance with Section 11 herein.

8. **Payment Procedures.** For all payments under this Agreement, **Howell** shall provide invoices to **Farmingdale**. Unless a different time period for payment is set forth in this

agreement, **Farmingdale** agrees to pay any invoice issued to it within thirty (30) days after submission.

9. **Anticipated Savings.** The anticipated savings to **Howell** and **Farmingdale** as a result of the shared service, which calculation includes the payment by **Farmingdale** to **Howell** for the shared services, and the elimination of the necessity to hire new personnel by **Farmingdale**, is approximately \$15,000 for **Howell** and approximately \$15,000 for **Farmingdale**.

10. **The Shared Municipal Court Services Advisory Committee ("SMCSAC").** **Howell** and **Farmingdale** 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, **Howell** and **Farmingdale** will each designate in writing its Municipal Administrator and one additional elected official or employee to serve on the SMCSAC. The SMCSAC shall meet at such times as deemed necessary but, in no event, less than two times per year.

11. **Modification.** Any modification to the Agreement may be explored first by the SMCSAC if the Parties so choose, or directly negotiated between the Parties, and amendments shall be made and adopted by resolution of both Parties with notice to the AOC and the Assignment Judge. This Agreement may not be assigned by either party.

12. **Indemnification.** In addition to the other rights and remedies of the Parties herein, **Farmingdale**, to the extent permitted by law, agrees to indemnify and hold harmless **Howell**, its officials, employees and agents, from any and all liability and claims for damages or injuries on the part of **Farmingdale** caused by or resulting from negligent acts or omissions of **Farmingdale** arising out of the Agreement or any of the obligations assumed by **Farmingdale** hereunder provided it is determined by a court of competent jurisdiction that **Farmingdale** is solely responsible for such liability. In the event it is determined by the Court that **Farmingdale** is not solely responsible for said liability, **Farmingdale** shall be limited to that degree of liability determined by said Court to be the proportionate liability of **Farmingdale**.

13. **Uniform Shared Services and Consolidation Act.** The governing bodies of **Howell** and **Farmingdale** 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.*, and with *N.J.S.A. 2B:12-1 et seq.*

14. **Insurance.**

A. Insurance coverage shall be obtained by **Howell** that protects the Shared Municipal Court and its personnel from claims 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 **Howell** cases or **Farmingdale** cases. **Howell** is a member of the Garden State Municipal Joint Insurance Fund, 900 Route 9 North, Suite 503, Woodbridge, NJ 07095-100. **Howell** shall obtain and maintain insurance for the Shared Municipal Court in accordance with reasonable recommendations by **Howell's** Insurance Agent and agreed to by **Farmingdale**.

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

C. The Parties to this Agreement recognize that the Shared Municipal Court employees are exclusively **Howell** employees. **Howell** 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. In accordance with *N.J.S.A. 40A:65-6*, **Howell** shall be designated as the primary employer of all Shared Municipal Court employees. Any appointee, including the Municipal Court Judge, Prosecutor, Public Defender and Court Administrator if any of same is selected solely by **Farmingdale** to serve as the municipality's Court Personnel are not considered Shared Municipal Court employees.

D. **Howell** shall name **Farmingdale** as an additional insured on its liability policies pertaining to the Shared Municipal Court or any shared court personnel or any **Howell** court personnel and shall cause all such court personnel to be covered by its liability policies and by its workers compensation policies. **Howell** shall indemnify or hold **Farmingdale** harmless from all claims, including attorney's fees and costs, arising out of the performance of duties of any shared court personnel or **Howell** court personnel pursuant to the terms of this Agreement.

E. **Farmingdale** shall name **Howell** as an additional insured on its liability policies pertaining to any **Farmingdale** court personnel and shall cause such court personnel to be covered by its liability policies and by its workers compensation policies. **Farmingdale** shall indemnify and hold **Howell** harmless from all claims, including attorney's fees and costs, arising out of the performance of duties of any shared court personnel or **Farmingdale** court personnel pursuant to the terms of this Agreement.

15. Miscellaneous. 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:

AS TO HOWELL:

Attention Allison Ciranni, RMC
4567 Rt 9 North
Howell, NJ 07731

AS TO FARMINGDALE:

Attention: Corinne DiCorcia, RMC
11 Asbury Avenue
Farmingdale, NJ 07727

the Agreement shall remain in full force and effect.

17. **Complete Agreement.** This Agreement contains the complete understanding as to the operation of the Shared Municipal Court between **Howell** and **Farmingdale** 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, **Howell** and **Farmingdale** 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 to its provisions without exception.

18. **Agreement Subject to Approval.** This Agreement is subject to the approval of the Assignment Judge of the Monmouth County Superior Court Vicinage.

IN WITNESS WHEREOF, the Parties caused this Agreement to be signed by their respective officers duly authorized, and have caused this Agreement to be dated as of the day and year written above.

Attest:

TOWNSHIP OF HOWELL

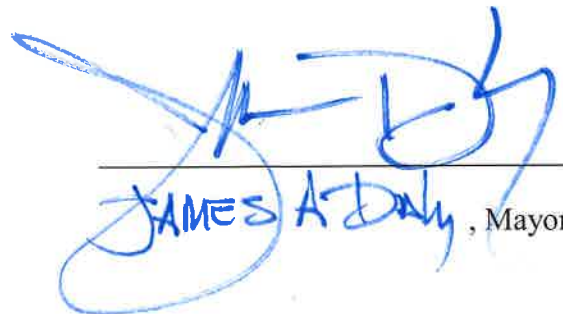

Allison Ciranni, Clerk


Theresa Berger, Mayor

Attest:

BOROUGH OF FARMINGDALE


, Clerk


JAMES A. Daly, Mayor

RESOLUTION 22-56

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HOWELL AUTHORIZING EXECUTION OF A SHARED SERVICE AGREEMENT WITH THE BOROUGH OF FARMINGDALE FOR MUNICIPAL COURT SERVICES

WHEREAS, the Uniform Shared Services and Consolidation Act, *N.J.S.A.* 40A:65-1 et seq., (the "Act") and *N.J.S.A.* 2B:12-1 pertaining to the operation of municipal courts permit units of local government to share services for a particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses; and

WHEREAS, the Township Howell and the Borough of Farmingdale are public bodies corporate and politic of the State of New Jersey and are authorized under New Jersey law to enter into a Shared Services Agreement pursuant to the Act; and

WHEREAS, the Township of Howell and the Borough of Farmingdale desire to enter into a shared services agreement for municipal court services; and

WHEREAS, representatives of Howell Township and the Borough of Farmingdale have negotiated a Shared Services Agreement, a copy of which is annexed hereto as Exhibit A, and the terms of which are incorporated into this resolution as if set forth at length herein; and

WHEREAS, the Township Council of the Township of Howell finds it would be in the best interest of the residents and taxpayers of the Township to authorize the execution of the Shared Services Agreement with the Borough of Farmingdale in substantially the form annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the Township of Howell, County of Monmouth, as follows:

1. That the appropriate officials be and are hereby authorized to execute the Shared Services Agreement with the Borough of Farmingdale for municipal court services in substantially the form of the Shared Services Agreement annexed hereto and made a part hereof;
2. The Township Clerk is hereby directed to forward a duly certified copy of this Resolution to the Mayor and Borough Clerk of the Borough of Farmingdale; and

3. The Township Clerk is further directed to forward a duly certified copy of this Resolution and Executed Agreement to the Administrative Office of the Courts.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilman Bonevich</i>		X	X			
<i>Councilwoman Brennan</i>			X			
<i>Councilwoman O'Donnell</i>	X		X			
<i>Deputy Mayor Richmond</i>			X			
<i>Mayor Berger</i>			X			

I, Allison Ciranni, Deputy Municipal Clerk of the Township of Howell, in the County of Monmouth, State of New Jersey, hereby certify this to be a true copy of the action of the Governing Body, at its Meeting held January 18, 2022. WITNESS my hand this 19th day of January 2022.

Allison Ciranni

Allison Ciranni
Deputy Municipal Clerk
Township of Howell

**BOROUGH OF FARMINGDALE
COUNTY OF MONMOUTH, STATE OF NEW JERSEY**

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilwoman Linszky	X		X			
Councilman Steinfeld			X			
Councilman Dyevoich			X			
Councilman Brandl		X	X			
Councilwoman Corallo			X			
Councilwoman Sagan			X			
Mayor Daly						

CERTIFICATION

I, Corinne DiCorcia Williams, Borough Clerk of the Borough of Farmingdale do hereby certify this to be a true and exact copy of a resolution adopted by the Governing Body of the Borough of Farmingdale, County of Monmouth, State of New Jersey at the regular meeting held on February 15, 2022



C.M. DiCorcia Williams, RMC, Borough Clerk

AGREEMENT
BETWEEN THE TOWNSHIP OF HOWELL AND
THE BOROUGH OF FARMINGDALE FOR THE ESTABLISHMENT OF
SHARED MUNICIPAL COURT SERVICES

THIS AGREEMENT (the "Agreement") effective this 1st day of February, 2022 between THE TOWNSHIP OF HOWELL ("Howell"), a municipal corporation of the State of New Jersey with its principal offices located at 4567 Route 9 North, Howell, NJ 07731, and THE BOROUGH OF FARMINGDALE ("Farmingdale"), a municipal corporation of the State of New Jersey, with its principal offices located at 11 Asbury Avenue, Farmingdale, NJ 07727. Howell and Farmingdale will be collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, N.J.S.A. 2B: 12-1(c) provides that "two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chamber, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court. Where Municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process", and

WHEREAS, pursuant to N.J.S.A. 2B: 12-1 (c), Howell adopted the appropriate resolution establishing a municipal court, and providing for the sharing of court facilities and court staff including the court administrators, other court employees and security personnel hereinafter referred to as a "Shared Municipal Court,"; and

WHEREAS, the Court Administrator in Farmingdale retired in January 2020, leaving Farmingdale with a vacancy in its Court Staff; and

WHEREAS, Howell has sufficient capacity to assist Farmingdale pursuant to a shared court agreement; and

WHEREAS, Howell has agreed to allow Farmingdale to utilize Howell's Court Room and Court offices upon the execution of the Agreement and notice to and the approval of the Administrative Office of the Courts ("The AOC") and the Assignment Judge of Monmouth County Superior Court Vicinage ("the Assignment Judge"); and

WHEREAS, and Farmingdale previously entered into a shared court agreement for Municipal Court; and

WHEREAS, the Governing Bodies of Howell and Farmingdale find that it would be in the best interest of the Parties for Farmingdale to continue to utilize the Howell Municipal Court Room, Court Offices, and to share employees, facilities, and equipment under the terms and conditions referenced herein; and

WHEREAS, the "Uniform Shared Services and Consolidation Act" at N.J. S.A. 40A:65-1 et seq (the "Act"), allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in this agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units.

NOW THEREFORE, with the foregoing recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, Howell and Farmingdale, intending to be legally bound, hereby agree as follows:

1. Establishment of Shared Municipal Court Services. Howell and Farmingdale hereby agree to the sharing of Howell court facilities as authorized by N.J.S.A. 2B: 12-1(c), which shall provide for the establishment of the Howell Municipal Court and Farmingdale Municipal Court in Howell (the "Shared Court"). The Shared Court will be established as soon as legally and logistically possible in 2022. Establishment is contingent upon receipt of written approval from the Administrative Office of the Courts and the Assignment Judge of the Monmouth County Superior Court Vicinage.

2. Location and Days of Operation of the Shared Court. The Shared Court, including the court room and court administrative offices and all court sessions will be located and conducted at 300 Old Tavern Road, Howell, New Jersey 07731. Howell will provide day-to-day Court administrative services and support to include day-to-day operations, record-keeping, and administrative functions of the Howell Court and Farmingdale Court. It is anticipated by the Parties that Farmingdale's court session will take place on the third Wednesday of every month.

3. Bank Accounts. In accordance with N.J.S.A. 28:12-1 (c), Howell and Farmingdale each maintain a general and bail account. These accounts will be maintained according to standard financial procedures established to process and track all monies received in the municipal courts. The Municipalities will receive and appropriately distribute all fines generated by all cases on their respective court dockets. Howell and Farmingdale will each maintain a dedicated fund for Parking Offenses Adjudication Act ("POAA") Funds and Alcohol Education and Rehabilitation and Enforcement ("DWI") Funds which will be made available to their respective municipal court operations. In addition, Howell and Farmingdale agree any discrepancies in the financial records relating to Municipal Court activities involving Howell and Farmingdale prior to the effective date, including the general bail accounts shall be the responsibility of the respective municipality.

4. Operating Costs and Expenses. For the first calendar year of this Agreement, Farmingdale shall pay Howell a fee of \$10,000, payable in equal quarterly installments of \$2,500 each for the use of the facility, complete court office staffing and court sessions in accordance with paragraph 5 below. This amount shall be increased by 2% annually for the second or subsequent years of this Agreement. The Parties further agree that any forms or supplies which are specifically utilized by one Municipal Court, shall be the sole responsibility of that Municipal Court and shall not be a shared expense. Howell will, by December 15th of each year in which this Agreement is operative, generate a bill accounting for any uncaptured Administrative fees, office supplies, security or other costs attributable to Farmingdale under this Agreement, which Farmingdale agrees to pay not later than December 31 of the same year. Farmingdale also agrees that the following costs are its sole responsibility under this Agreement:

- a. On the day in which Farmingdale's court is in session, court security, i.e. police presence, will be the financial responsibility of Farmingdale.
 - b. For its court cases, Farmingdale will be responsible for any banking fees, credit card fees, any awarded restitution, and the purchase of any required Credit card terminals.
 - c. Any prisoner transports required for Farmingdale cases shall be the responsibility of Farmingdale and their provider of Police services.
 - d. In the event Farmingdale's monthly court session creates an overtime payment, Farmingdale shall be responsible for such payment.
 - e. Any costs not otherwise accounted for under this Agreement shall be the responsibility of the party generating such expense.
5. Personnel and Appointments. The Parties agree that the Shared Court's staffing will be provided by Howell. The Compensation of the Court Administrator, Deputy Court Administrator and Violations Clerk (all staffing) shall be the responsibility of Howell. The hiring, employment and appointment of the aforementioned positions shall be the responsibility of Howell. The parties agree that the Shared Court will not share the following personnel and appointees: Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, and Assistant Public Defender. The parties agree that the staffing and salaries of these positions shall be the exclusive determination and right of each municipality. Howell and Farmingdale shall be solely responsible for the appointment of their respective Municipal Court Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, and Assistant Public Defender, and each municipality retains its right of appointment as provided in N.J.S.A. 2B:12-4 (Judge), 2B:24-3 (Public Defender), and 2B:25-4 (Prosecutor). The jurisdiction of the Municipal Court of each municipality shall be separate.
6. Salaries Wages and Benefits. The salaries, wages and benefits, including FICA, PERS Contributions, worker's compensation insurance and group health insurance, of the Municipal Court staffing shall be paid by Howell. The following personnel of the Shared Court: Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, Assistant Public Defender, are not shared and shall be paid by the appointing municipality.
7. Term of Contract. Pursuant to N.J.S.A. 2B: 12-1 (d), this Agreement shall commence February 1, 2022 and remain in effect until January 31, 2024. In the event this Agreement is approved after February 1, 2022 by the Monmouth Vicinage Assignment Judge, the effective date shall be retroactive to February 1, 2022. This Agreement may be terminated by any Party by providing written notice not later than 30 days' prior to the proposed cancellation date, and may be modified in accordance with Section 11 herein.
8. Payment Procedures. For all payments under this Agreement, Howell shall provide invoices to Farmingdale. Unless a different time period for payment is set forth in this agreement, Farmingdale agrees to pay any invoice issued to it within thirty (30) days after submission.
9. Anticipated Savings. The anticipated savings to Howell and Farmingdale as a result of the shared service, which calculation includes the payment by Farmingdale to Howell for the shared services, and the elimination of the necessity to hire new personnel by Farmingdale, is approximately \$15,000 for Howell and approximately \$15,000 for Farmingdale.
10. The Shared Municipal Court Services Advisory Committee ("SMCSAC"). Howell and Farmingdale 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, Howell and Farmingdale will each designate in writing its Municipal Administrator and one additional elected official or employee to serve on the SMCSAC. The SMCSAC shall meet at such times as deemed necessary but, in no event, less than two times per year.
11. Modification. Any modification to the Agreement may be explored first by the SMCSAC if the Parties so choose, or directly negotiated between the Parties, and amendments shall be made and adopted by resolution of both Parties with notice to the AOC and the -Assignment Judge. This Agreement may not be assigned by either party.
12. Indemnification. In addition to the other rights and remedies of the Parties herein, Farmingdale, to the extent permitted by law, agrees to indemnify and hold harmless Howell, its officials, employees and agents, from any and all liability and claims for damages or injuries on the part of Farmingdale caused by or resulting from negligent acts or omissions of Farmingdale arising out of the Agreement or any of the obligations assumed by Farmingdale hereunder provided it is determined by a court of competent jurisdiction that Farmingdale is solely responsible for such liability. In the event it is determined by the Court that Farmingdale is not solely responsible for said liability, Farmingdale shall be limited to that degree of liability determined by said Court to be the proportionate liability of Farmingdale.
13. Uniform Shared Services and Consolidation Act. The governing bodies of Howell and Farmingdale 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., and with N.J.S.A. 2B: 12-1 et seq.
14. Insurance.
- A. Insurance coverage shall be obtained by Howell 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 Howell cases or Farmingdale cases. Howell is a member of the Garden State Municipal Joint Insurance Fund, 900 Route 9 North, Suite 503, Woodbridge, NJ 07095-100. Howell shall obtain and maintain insurance for the Shared Municipal Court in accordance with reasonable recommendations by Howell's Insurance Agent and agreed to by Farmingdale.
 - B. Howell shall continue to provide liability insurance which protects Howell's employees and/or facilities subject to the cost-sharing arrangement set forth herein.
 - C. The Parties to this Agreement recognize that the Shared Municipal Court employees are exclusively Howell employees. Howell 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. In accordance with N.J.S.A. 40A:65-6, Howell shall be designated as the primary employer of all Shared Municipal Court employees. Any appointee, including the Municipal Court Judge, Prosecutor, Public Defender and Court Administrator if any of same is selected solely by Farmingdale to serve as the municipality's Court Personnel are not considered Shared Municipal Court employees.

D. Howell shall name Farmingdale as an additional insured on its liability policies pertaining to the Shared Municipal Court or any shared court personnel or any Howell court personnel and shall cause all such court personnel to be covered by its liability policies and by its workers compensation policies. Howell shall indemnify or hold Farmingdale harmless from all claims, including attorneys fees and costs, arising out of the performance of duties of any shared court personnel or Howell court personnel pursuant to the terms of this Agreement.

E. Farmingdale shall name Howell as an additional insured on its liability policies pertaining to any Farmingdale court personnel and shall cause such court personnel to be covered by its liability policies and by its workers compensation policies. Farmingdale shall indemnify and hold Howell harmless from all claims, including attorney's fees and costs, arising out of the performance of duties of any shared court personnel or Farmingdale court personnel pursuant to the terms of this Agreement.

15. Miscellaneous. 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:

AS TO HOWELL:

Attention Allison Ciranni, RMC
4567 Rt 9 North
Howell, NJ 07731

AS TO FARMINGDALE:

Attention: Corinne DiCorcia, RMC
11 Asbury Avenue
Farmingdale, NJ 07727

16. Severability. 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.

17. Complete Agreement. This Agreement contains the complete understanding as to the operation of the Shared Municipal Court between Howell and Farmingdale 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, Howell and Farmingdale 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.

18. Agreement Subject to Approval. This Agreement is subject to the approval of the Assignment Judge of the Monmouth County Superior Court Vicinage.

IN WITNESS WHEREOF, the Parties caused this Agreement to be by their respective officers duly authorized, and have caused this Agreement to be dated as of the day and year written above.



TOWNSHIP OF HOWELL

4567 Route 9 North
Post Office Box 580
Howell, NJ 07731-0580

(732) 938-4500
FAX (732) 414-3232
Website: www.twp.howell.nj.us

January 27, 2022

Corinne DiCorcia, Borough Clerk
Borough of Farmingdale
11 Asbury Avenue
Farmingdale, NJ 07727

RE: Shared Service Agreement
Municipal Court Services

Dear Ms. DiCorcia:

Enclosed please find a copy of a resolution adopted at the Township Council meeting of January 18, 2022 related to the above referenced matter. Also enclosed are two signed original agreements; please return one fully executed original to my attention, which will in turn be forwarded to the Administrative Office of the Courts.

Should you have any questions, please do not hesitate to contact this office.

Sincerely,

Allison Ciranni
Deputy Municipal Clerk

Encls.

cc: Brian Geoghegan, Howell Township Manager
Joseph Clark, Howell Township Attorney
Howell Court Administrator
James A. Daly, Mayor of Farmingdale Borough

THE BOROUGH OF
FARMINGDALE



James A. Daly, Mayor
Corinne DiCorcia Williams, RMC
Borough Office Hours – 8:30 to 4:00, M-F

"Today's Town...with Yesterday's Touch"

February 16, 2022

Township of Howell
Allison Ciranni, RMC
4567 Route 9 North
Howell, NJ 07731

Attached please find the signed shared service agreement and resolution from Farmingdale.
Please let me know if you need anything further.

Thank you,
Madalaine Rice
Deputy Clerk, Farmingdale

AGREEMENT

BETWEEN THE TOWNSHIP OF HOWELL AND THE BOROUGH OF FARMINGDALE FOR THE ESTABLISHMENT OF SHARED MUNICIPAL COURT SERVICES

THIS AGREEMENT (the "Agreement") effective this 1st day of February, 2020 between THE TOWNSHIP OF HOWELL ("**Howell**"), a municipal corporation of the State of New Jersey with its principal offices located at 4567 Route 9 North, Howell, NJ 07731, and THE BOROUGH OF FARMINGDALE ("**Farmingdale**"), a municipal corporation of the State of New Jersey, with its principal offices located at 11 Asbury Avenue, Farmingdale, NJ 07727. **Howell** and **Farmingdale** will be collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, *N.J.S.A.* 2B:12-1(c) provides that "two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chamber, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court. Where Municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process", and

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

WHEREAS, the Court Administrator in **Farmingdale** is retiring in January 2020, leaving **Farmingdale** with a vacancy in its Court Staff; and

WHEREAS, **Howell** has sufficient capacity to assist **Farmingdale** pursuant to a shared court agreement; and

WHEREAS, **Howell** has agreed to allow **Farmingdale** to utilize **Howell's** Court Room and Court offices upon the execution of the Agreement and notice to and the approval of the Administrative Office of the Courts ("The AOC") and the Assignment Judge of Monmouth County Superior Court Vicinage ("the Assignment Judge"); and

WHEREAS, the Governing Bodies of **Howell** and **Farmingdale** find that it would be in the best interest of the Parties for **Farmingdale** to utilize the **Howell** Municipal Court Room, Court Offices, and to share employees, facilities, and equipment under the terms and conditions referenced herein; and

WHEREAS, the "Uniform Shared Services and Consolidation Act" at *N.J.S.A.* 40A:65-1 *et seq* (the "Act"), allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in this agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units.

NOW THEREFORE, with the foregoing recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, **Howell** and **Farmingdale**, intending to be legally bound, hereby agree as follows:

1. **Establishment of Shared Municipal Court Services.** **Howell** and **Farmingdale** hereby agree to the sharing of **Howell** court facilities as authorized by *N.J.S.A. 2B:12-1(c)*, which shall provide for the establishment of the Howell Municipal Court and Farmingdale Municipal Court in **Howell** (the "Shared Court"). The Shared Court will be established as soon as legally and logistically possible in 2020. Establishment is contingent upon receipt of written approval from the Administrative Office of the Courts and the Assignment Judge of the Monmouth County Superior Court Vicinage.

2. **Location and Days of Operation of the Shared Court.** The Shared Court, including the court room and court administrative offices and all court sessions will be located and conducted at 300 Old Tavern Road, Howell, New Jersey 07731. **Howell** will provide day-to-day Court administrative services and support to include day-to-day operations, record-keeping, and administrative functions of the **Howell** Court and **Farmingdale** Court. It is anticipated by the Parties that **Farmingdale's** court session will take place on the third Wednesday of every month.

3. **Bank Accounts.** In accordance with *N.J.S.A. 28:12-1(c)*, **Howell** and **Farmingdale** each maintain a general and bail account. These accounts will be maintained according to standard financial procedures established to process and track all monies received in the municipal courts. The Municipalities will receive and appropriately distribute all fines generated by all cases on their respective court dockets. **Howell** and **Farmingdale** will each maintain a dedicated fund for Parking Offenses Adjudication Act ("POAA") Funds and Alcohol Education and Rehabilitation and Enforcement ("DWI") Funds which will be made available to their respective municipal court operations. In addition, **Howell** and **Farmingdale** agree any discrepancies in the financial records relating to Municipal Court activities involving **Howell** and **Farmingdale** prior to the effective date, including the general bail accounts shall be the responsibility of the respective municipality respective municipality.

4. **Operating Costs and Expenses.** For the first calendar year of this Agreement, **Farmingdale** shall pay **Howell** a fee of \$10,000, payable in equal quarterly installments of \$2,500 each for the use of the facility, complete court office staffing and court sessions in accordance with paragraph 5 below. This amount shall be increased by 2% annually for the second or subsequent years of this Agreement. The Parties further agree that any forms or supplies which are specifically utilized by one Municipal Court, shall be the sole responsibility of that Municipal Court and shall not be a shared expense. **Howell** will, by December 15th of each year in which this Agreement is operative, generate a bill accounting for any uncaptured Administrative fees, office supplies, security or other costs attributable to **Farmingdale** under this Agreement, which **Farmingdale** agrees to pay not later than December 31st of the same year.

Farmingdale also agrees that the following costs are its sole responsibility under this Agreement:

- a. On the day in which **Farmingdale's** court is in session, court security, *i.e.* police presence, will be the financial responsibility of Farmingdale.
- b. For its court cases, **Farmingdale** will be responsible for any banking fees, credit card fees, any awarded restitution, and the purchase of any required Credit card terminals.
- c. Any prisoner transports required for **Farmingdale** cases shall be the responsibility of **Farmingdale** and their provider of Police services.
- d. In the event **Farmingdale's** monthly court session creates an overtime payment, **Farmingdale** shall be responsible for such payment.
- e. Any costs not otherwise accounted for under this Agreement shall be the responsibility of the party generating such expense.

5. **Personnel and Appointments.** The Parties agree that the Shared Court's staffing will be provided by **Howell**. The Compensation of the Court Administrator, Deputy Court Administrator and Violations Clerk (all staffing) shall be the responsibility of **Howell**. The hiring, employment and appointment of the aforementioned positions shall be the responsibility of **Howell**. The parties agree that the Shared Court will not share the following personnel and appointees: Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, and Assistant Public Defender. The parties agree that the staffing and salaries of these positions shall be the exclusive determination and right of each municipality. **Howell** and **Farmingdale** shall be solely responsible for the appointment of their respective Municipal Court Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, and Assistant Public Defender, and each municipality retains its right of appointment as provided in *N.J.S.A. 2B:12-4* (Judge), *2B:24-3* (Public Defender), and *2B:25-4* (Prosecutor). The jurisdiction of the Municipal Court of each municipality shall be separate.

6. **Salaries, Wages and Benefits.** The salaries, wages and benefits, including FICA, PERS Contributions, worker's compensation insurance and group health insurance, of the Municipal Court staffing shall be paid by **Howell**. The following personnel of the Shared Court: Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, Assistant Public Defender, are not shared and shall be paid by the appointing municipality.

7. **Term of Contract.** Pursuant to *N.J.S.A. 2B:12-1(d)*, this Agreement shall commence February 1, 2020 and remain in effect until January 31, 2022. In the event this Agreement is approved after February 1, 2020 by the Monmouth Vicinage Assignment Judge, the effective date shall be retroactive to February 1, 2020. This Agreement may be terminated by any Party by providing written notice not later than 30 days' prior to the proposed cancellation date, and may be modified in accordance with Section 11 herein.

8. **Payment Procedures.** For all payments under this Agreement, **Howell** shall provide invoices to **Farmingdale**. Unless a different time period for payment is set forth in this agreement, **Farmingdale** agrees to pay any invoice issued to it within thirty (30) days after submission.

9. **Anticipated Savings.** The anticipated savings to **Howell** and **Farmingdale** as a result of the shared service, which calculation includes the payment by **Farmingdale** to **Howell** for the shared services, and the elimination of the necessity to hire new personnel by **Farmingdale**, is approximately \$15,000 for **Howell** and approximately \$15,000 for **Farmingdale**.

10. **The Shared Municipal Court Services Advisory Committee ("SMCSAC").** **Howell** and **Farmingdale** 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, **Howell** and **Farmingdale** will each designate in writing its Municipal Administrator and one additional elected official or employee to serve on the SMCSAC. The SMCSAC shall meet at such times as deemed necessary but, in no event, less than two times per year.

11. **Modification.** Any modification to the Agreement may be explored first by the SMCSAC if the Parties so choose, or directly negotiated between the Parties, and amendments shall be made and adopted by resolution of both Parties with notice to the AOC and the Assignment Judge. This Agreement may not be assigned by either party.

12. **Indemnification.** In addition to the other rights and remedies of the Parties herein, **Farmingdale**, to the extent permitted by law, agrees to indemnify and hold harmless **Howell**, its officials, employees and agents, from any and all liability and claims for damages or injuries on the part of **Farmingdale** caused by or resulting from negligent acts or omissions of **Farmingdale** arising out of the Agreement or any of the obligations assumed by **Farmingdale** hereunder provided it is determined by a court of competent jurisdiction that **Farmingdale** is solely responsible for such liability. In the event it is determined by the Court that **Farmingdale** is not solely responsible for said liability, **Farmingdale** shall be limited to that degree of liability determined by said Court to be the proportionate liability of **Farmingdale**.

13. **Uniform Shared Services and Consolidation Act.** The governing bodies of **Howell** and **Farmingdale** 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.*, and with *N.J.S.A. 2B:12-1 et seq.*

14. **Insurance.**

A. Insurance coverage shall be obtained by **Howell** 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 **Howell** cases or **Farmingdale** cases. **Howell** is a member of the Garden State Municipal Joint Insurance Fund, 900 Route 9 North, Suite 503, Woodbridge, NJ 07095-100. **Howell** shall obtain and maintain insurance for the Shared Municipal Court in accordance with reasonable recommendations by **Howell's** Insurance Agent and agreed to by **Farmingdale**.

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

C. The Parties to this Agreement recognize that the Shared Municipal Court employees are exclusively **Howell** employees. **Howell** 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. In accordance with *N.J.S.A. 40A:65-6*, **Howell** shall be designated as the primary employer of all Shared Municipal Court employees. Any appointee, including the Municipal Court Judge, Prosecutor, Public Defender and Court Administrator if any of same is selected solely by **Farmingdale** to serve as the municipality's Court Personnel are not considered Shared Municipal Court employees.

D. **Howell** shall name **Farmingdale** as an additional insured on its liability policies pertaining to the Shared Municipal Court or any shared court personnel or any **Howell** court personnel and shall cause all such court personnel to be covered by its liability policies and by its workers compensation policies. **Howell** shall indemnify or hold **Farmingdale** harmless from all claims, including attorney's fees and costs, arising out of the performance of duties of any shared court personnel or **Howell** court personnel pursuant to the terms of this Agreement.

E. **Farmingdale** shall name **Howell** as an additional insured on its liability policies pertaining to any **Farmingdale** court personnel and shall cause such court personnel to be covered by its liability policies and by its workers compensation policies. **Farmingdale** shall indemnify and hold **Howell** harmless from all claims, including attorney's fees and costs, arising out of the performance of duties of any shared court personnel or **Farmingdale** court personnel pursuant to the terms of this Agreement.

15. **Miscellaneous.** 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:

AS TO HOWELL:

Attention Allison Ciranni, RMC
4567 Rt 9 North
Howell, NJ 07731

AS TO FARMINGDALE:

Attention: Corinne DiCorcia, RMC
11 Asbury Avenue
Farmingdale, NJ 07727

16. **Severability.** 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.

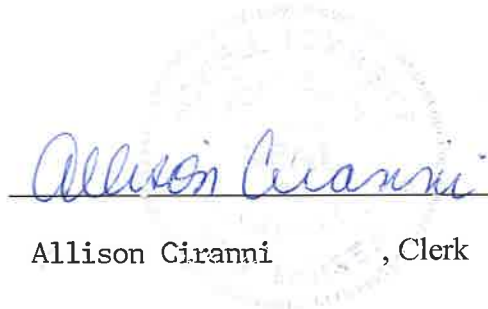
17. **Complete Agreement.** This Agreement contains the complete understanding as to the operation of the Shared Municipal Court between **Howell** and **Farmingdale** and no other promises or agreements shall be binding unless signed by the parties. In signing this Agreement, the parties are not relying on any fact, statement or assumption not set forth in this Agreement. By signing below, **Howell** and **Farmingdale** 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 to its provisions without exception.

18. **Agreement Subject to Approval.** This Agreement is subject to the approval of the Assignment Judge of the Monmouth County Superior Court Vicinage.

IN WITNESS WHEREOF, the Parties caused this Agreement to be signed by their respective officers duly authorized, and have caused this Agreement to be dated as of the day and year written above.

Attest:

TOWNSHIP OF HOWELL

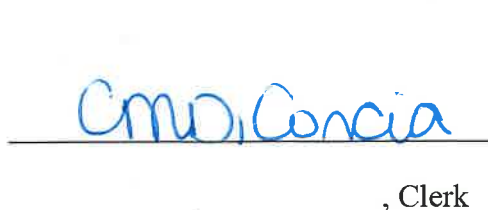

Allison Ciranni
Allison Ciranni, Clerk



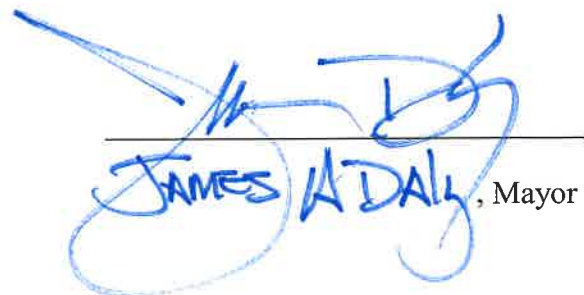
Theresa Berger, Mayor

Attest:

BOROUGH OF FARMINGDALE



, Clerk



James A. Daly, Mayor

AGREEMENT

BETWEEN THE TOWNSHIP OF HOWELL AND THE BOROUGH OF FARMINGDALE FOR THE ESTABLISHMENT OF SHARED MUNICIPAL COURT SERVICES

THIS AGREEMENT (the "Agreement") effective this 1st day of February, 2020 between THE TOWNSHIP OF HOWELL ("**Howell**"), a municipal corporation of the State of New Jersey with its principal offices located at 4567 Route 9 North, Howell, NJ 07731, and THE BOROUGH OF FARMINGDALE ("**Farmingdale**"), a municipal corporation of the State of New Jersey, with its principal offices located at 11 Asbury Avenue, Farmingdale, NJ 07727. **Howell** and **Farmingdale** will be collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, *N.J.S.A.* 2B:12-1(c) provides that "two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chamber, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court. Where Municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process", and

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

WHEREAS, the Court Administrator in **Farmingdale** is retiring in January 2020, leaving **Farmingdale** with a vacancy in its Court Staff; and

WHEREAS, **Howell** has sufficient capacity to assist **Farmingdale** pursuant to a shared court agreement; and

WHEREAS, **Howell** has agreed to allow **Farmingdale** to utilize **Howell's** Court Room and Court offices upon the execution of the Agreement and notice to and the approval of the Administrative Office of the Courts ("The AOC") and the Assignment Judge of Monmouth County Superior Court Vicinage ("the Assignment Judge"); and

WHEREAS, the Governing Bodies of **Howell** and **Farmingdale** find that it would be in the best interest of the Parties for **Farmingdale** to utilize the **Howell** Municipal Court Room, Court Offices, and to share employees, facilities, and equipment under the terms and conditions referenced herein; and

WHEREAS, the "Uniform Shared Services and Consolidation Act" at *N.J.S.A.* 40A:65-1 *et seq* (the "Act"), allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in this agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units.

NOW THEREFORE, with the foregoing recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, **Howell** and **Farmingdale**, intending to be legally bound, hereby agree as follows:

1. **Establishment of Shared Municipal Court Services.** **Howell** and **Farmingdale** hereby agree to the sharing of **Howell** court facilities as authorized by *N.J.S.A. 2B:12-1(c)*, which shall provide for the establishment of the Howell Municipal Court and Farmingdale Municipal Court in **Howell** (the "Shared Court"). The Shared Court will be established as soon as legally and logistically possible in 2020. Establishment is contingent upon receipt of written approval from the Administrative Office of the Courts and the Assignment Judge of the Monmouth County Superior Court Vicinage.

2. **Location and Days of Operation of the Shared Court.** The Shared Court, including the court room and court administrative offices and all court sessions will be located and conducted at 300 Old Tavern Road, Howell, New Jersey 07731. **Howell** will provide day-to-day Court administrative services and support to include day-to-day operations, record-keeping, and administrative functions of the **Howell** Court and **Farmingdale** Court. It is anticipated by the Parties that **Farmingdale's** court session will take place on the third Wednesday of every month.

3. **Bank Accounts.** In accordance with *N.J.S.A. 28:12-1(c)*, **Howell** and **Farmingdale** each maintain a general and bail account. These accounts will be maintained according to standard financial procedures established to process and track all monies received in the municipal courts. The Municipalities will receive and appropriately distribute all fines generated by all cases on their respective court dockets. **Howell** and **Farmingdale** will each maintain a dedicated fund for Parking Offenses Adjudication Act ("POAA") Funds and Alcohol Education and Rehabilitation and Enforcement ("DWI") Funds which will be made available to their respective municipal court operations. In addition, **Howell** and **Farmingdale** agree any discrepancies in the financial records relating to Municipal Court activities involving **Howell** and **Farmingdale** prior to the effective date, including the general bail accounts shall be the responsibility of the respective municipality respective municipality.

4. **Operating Costs and Expenses.** For the first calendar year of this Agreement, **Farmingdale** shall pay **Howell** a fee of \$10,000, payable in equal quarterly installments of \$2,500 each for the use of the facility, complete court office staffing and court sessions in accordance with paragraph 5 below. This amount shall be increased by 2% annually for the second or subsequent years of this Agreement. The Parties further agree that any forms or supplies which are specifically utilized by one Municipal Court, shall be the sole responsibility of that Municipal Court and shall not be a shared expense. **Howell** will, by December 15th of each year in which this Agreement is operative, generate a bill accounting for any uncaptured Administrative fees, office supplies, security or other costs attributable to **Farmingdale** under this Agreement, which **Farmingdale** agrees to pay not later than December 31st of the same year.

Farmingdale also agrees that the following costs are its sole responsibility under this Agreement:

- a. On the day in which **Farmingdale's** court is in session, court security, *i.e.* police presence, will be the financial responsibility of Farmingdale.
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- e. Any costs not otherwise accounted for under this Agreement shall be the responsibility of the party generating such expense.

5. **Personnel and Appointments.** The Parties agree that the Shared Court's staffing will be provided by **Howell**. The Compensation of the Court Administrator, Deputy Court Administrator and Violations Clerk (all staffing) shall be the responsibility of **Howell**. The hiring, employment and appointment of the aforementioned positions shall be the responsibility of **Howell**. The parties agree that the Shared Court will not share the following personnel and appointees: Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, and Assistant Public Defender. The parties agree that the staffing and salaries of these positions shall be the exclusive determination and right of each municipality. **Howell** and **Farmingdale** shall be solely responsible for the appointment of their respective Municipal Court Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, and Assistant Public Defender, and each municipality retains its right of appointment as provided in *N.J.S.A. 2B:12-4* (Judge), *2B:24-3* (Public Defender), and *2B:25-4* (Prosecutor). The jurisdiction of the Municipal Court of each municipality shall be separate.

6. **Salaries, Wages and Benefits.** The salaries, wages and benefits, including FICA, PERS Contributions, worker's compensation insurance and group health insurance, of the Municipal Court staffing shall be paid by **Howell**. The following personnel of the Shared Court: Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, Assistant Public Defender, are not shared and shall be paid by the appointing municipality.

7. **Term of Contract.** Pursuant to *N.J.S.A. 2B:12-1(d)*, this Agreement shall commence February 1, 2020 and remain in effect until January 31, 2022. In the event this Agreement is approved after February 1, 2020 by the Monmouth Vicinage Assignment Judge, the effective date shall be retroactive to February 1, 2020. This Agreement may be terminated by any Party by providing written notice not later than 30 days' prior to the proposed cancellation date, and may be modified in accordance with Section 11 herein.

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9. **Anticipated Savings.** The anticipated savings to **Howell** and **Farmingdale** as a result of the shared service, which calculation includes the payment by **Farmingdale** to **Howell** for the shared services, and the elimination of the necessity to hire new personnel by **Farmingdale**, is approximately \$15,000 for **Howell** and approximately \$15,000 for **Farmingdale**.

10. **The Shared Municipal Court Services Advisory Committee ("SMCSAC").** **Howell** and **Farmingdale** 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, **Howell** and **Farmingdale** will each designate in writing its Municipal Administrator and one additional elected official or employee to serve on the SMCSAC. The SMCSAC shall meet at such times as deemed necessary but, in no event, less than two times per year.

11. **Modification.** Any modification to the Agreement may be explored first by the SMCSAC if the Parties so choose, or directly negotiated between the Parties, and amendments shall be made and adopted by resolution of both Parties with notice to the AOC and the Assignment Judge. This Agreement may not be assigned by either party.

12. **Indemnification.** In addition to the other rights and remedies of the Parties herein, **Farmingdale**, to the extent permitted by law, agrees to indemnify and hold harmless **Howell**, its officials, employees and agents, from any and all liability and claims for damages or injuries on the part of **Farmingdale** caused by or resulting from negligent acts or omissions of **Farmingdale** arising out of the Agreement or any of the obligations assumed by **Farmingdale** hereunder provided it is determined by a court of competent jurisdiction that **Farmingdale** is solely responsible for such liability. In the event it is determined by the Court that **Farmingdale** is not solely responsible for said liability, **Farmingdale** shall be limited to that degree of liability determined by said Court to be the proportionate liability of **Farmingdale**.

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14. **Insurance.**

A. Insurance coverage shall be obtained by **Howell** 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 **Howell** cases or **Farmingdale** cases. **Howell** is a member of the Garden State Municipal Joint Insurance Fund, 900 Route 9 North, Suite 503, Woodbridge, NJ 07095-100. **Howell** shall obtain and maintain insurance for the Shared Municipal Court in accordance with reasonable recommendations by **Howell's** Insurance Agent and agreed to by **Farmingdale**.

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

C. The Parties to this Agreement recognize that the Shared Municipal Court employees are exclusively **Howell** employees. **Howell** 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. In accordance with *N.J.S.A. 40A:65-6*, **Howell** shall be designated as the primary employer of all Shared Municipal Court employees. Any appointee, including the Municipal Court Judge, Prosecutor, Public Defender and Court Administrator if any of same is selected solely by **Farmingdale** to serve as the municipality's Court Personnel are not considered Shared Municipal Court employees.

D. **Howell** shall name **Farmingdale** as an additional insured on its liability policies pertaining to the Shared Municipal Court or any shared court personnel or any **Howell** court personnel and shall cause all such court personnel to be covered by its liability policies and by its workers compensation policies. **Howell** shall indemnify or hold **Farmingdale** harmless from all claims, including attorney's fees and costs, arising out of the performance of duties of any shared court personnel or **Howell** court personnel pursuant to the terms of this Agreement.

E. **Farmingdale** shall name **Howell** as an additional insured on its liability policies pertaining to any **Farmingdale** court personnel and shall cause such court personnel to be covered by its liability policies and by its workers compensation policies. **Farmingdale** shall indemnify and hold **Howell** harmless from all claims, including attorney's fees and costs, arising out of the performance of duties of any shared court personnel or **Farmingdale** court personnel pursuant to the terms of this Agreement.

15. **Miscellaneous.** 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:

AS TO HOWELL:

Attention Allison Ciranni, RMC
4567 Rt 9 North
Howell, NJ 07731

AS TO FARMINGDALE:

Attention: Corinne DiCorcia, RMC
11 Asbury Avenue
Farmingdale, NJ 07727

16. **Severability.** 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

16. **Severability.** 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.

17. **Complete Agreement.** This Agreement contains the complete understanding as to the operation of the Shared Municipal Court between **Howell and Farmingdale** 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, **Howell and Farmingdale** 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 to its provisions without exception.

18. **Agreement Subject to Approval.** This Agreement is subject to the approval of the Assignment Judge of the Monmouth County Superior Court Vicinage.

IN WITNESS WHEREOF, the Parties caused this Agreement to be signed by their respective officers duly authorized, and have caused this Agreement to be dated as of the day and year written above.

Attest:

TOWNSHIP OF HOWELL



Allison Ciranni, Deputy, Clerk


Theresa Berger, Mayor

Attest:

BOROUGH OF FARMINGDALE


, Clerk
Mayor

**BOROUGH OF FARMINGDALE
COUNTY OF MONMOUTH, STATE OF NEW JERSEY**

- | | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------------------|--------|--------|-----|-----|---------|--------|
| Councilman Romano | | | X | | | |
| Councilwoman Linszky | X | | X | | | |
| Councilman Steinfeld | | | X | | | |
| Councilman Dyevoich | | | X | | | |
| Councilman Brandl | | X | X | | | |
| Councilwoman Corallo | | | X | | | |
| Mayor Daly | | | | | | |
- CERTIFICATION**
 I, Corinne DiCorcia, Borough Clerk of the Borough of Farmingdale do hereby certify this to be a true and exact copy of a resolution adopted by the Governing Body of the Borough of Farmingdale, County of Monmouth, State of New Jersey at a regular meeting held on January 21, 2020.
- 
 Corinne M. DiCorcia, RMC, Borough Clerk

Mrs. O'Donnell offered the following Resolution for adoption seconded by Ms. Richmond.

Resolution No: R-20-88

RESOLUTION

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HOWELL
AUTHORIZING EXECUTION OF A SHARED SERVICE AGREEMENT WITH THE
BOROUGH OF FARMINGDALE FOR MUNICIPAL COURT SERVICES**

WHEREAS, the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.*, (the "Act") and *N.J.S.A. 2B:12-1* pertaining to the operation of municipal courts permit units of local government to share services for a particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses; and

WHEREAS, the Township Howell and the Borough of Farmingdale are public bodies corporate and politic of the State of New Jersey and are authorized under New Jersey law to enter into a Shared Services Agreement pursuant to the Act; and

WHEREAS, the Township of Howell and the Borough of Farmingdale desire to enter into a shared services agreement for municipal court services; and

WHEREAS, representatives of Howell Township and the Borough of Farmingdale have negotiated a Shared Services Agreement, a copy of which is annexed hereto as Exhibit A, and the terms of which are incorporated into this resolution as if set forth at length herein; and

WHEREAS, the Township Council of the Township of Howell finds it would be in the best interest of the residents and taxpayers of the Township to authorize the execution of the Shared Services Agreement with the Borough of Farmingdale in substantially the form annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the Township of Howell, County of Monmouth, as follows:

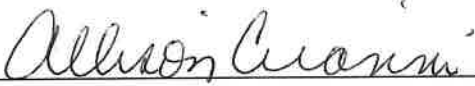
1. That the appropriate officials be and are hereby authorized to execute the Shared Services Agreement with the Borough of Farmingdale for municipal court services in substantially the form of the Shared Services Agreement annexed hereto and made a part hereof;

2. The Township Clerk is hereby directed to forward a duly certified copy of this Resolution to the Mayor and Borough Clerk of the Borough of Farmingdale; and

3. The Township Clerk is further directed to forward a duly certified copy of this Resolution and Executed Agreement to the Administrative Office of the Courts.

VOTE	AYES	NAYS	ABSTAIN	ABSENT	DISQUALIFY
Mr. Bonevich	X				
Ms. Richmond	X				
Mr. Russo	X				
Mrs. O'Donnell	X				
Mayor Berger	X				

This is to certify that the foregoing Resolution was adopted by the Township Council of the Township of Howell during a regular meeting held on January 21, 2020.


ALLISON CIRANNI, TOWNSHIP CLERK



TOWNSHIP OF HOWELL

4567 Route 9 North
Post Office Box 580
Howell, NJ 07731-0580

(732) 938-4500
FAX (732) 414-3232
Website: www.twp.howell.nj.us

January 22, 2020

Farmingdale Borough
Attn: Elizabeth Griffin
11 Asbury Ave.
Farmingdale, NJ 07727

RE: Authorize Execution of Shared Service Agreement with the Borough of Farmingdale
for Municipal Court Services

Dear Ms. Griffin:

Enclosed you will find a certified copy of the Resolution adopted by the Township Council at their meeting of January 21, 2020. This Resolution authorizes the Execution of a Shared Service Agreement with the Borough of Farmingdale for Municipal Court Services. Also enclosed is said Agreement. Please sign and return a copy to my office.

Should you have any questions, please do not hesitate to contact me.

Respectfully,


Allison Ciranni
Township Clerk

attachment

cc: Lou Palazzo, Chief Financial Officer
Joseph Clark, Township Attorney
Mayor James Daly, Farmingdale Borough
Glenn A. Grant, J.A.D., Acting Administrative Director of the New Jersey Courts,
Richard J. Hughes Justice Complex, P.O. Box 037, Trenton, NJ 08625-0037