

RESOLUTION #R-170-2024

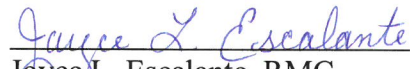
**AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF
OCEANPORT AND THE BOROUGH OF MONMOUTH BEACH FOR
MUNICIPAL COURT SERVICES**

BE IT RESOLVED by the Mayor and Commissioners of the Borough of Monmouth Beach that the attached Shared Service Agreement with the Borough of Oceanport and the Borough of Monmouth Beach for Municipal Court Services be executed by the Mayor and Municipal Clerk; and

BE IT FURTHER RESOLVED that the Mayor and Clerk are authorized to take appropriate steps to implement this agreement.

I hereby CERTIFY this to be a Resolution that was adopted by the Board of Commissioners of the Borough of Monmouth at a meeting held on December 17, 2024.

ATTEST:



Joyce L. Escalante, RMC
Municipal Clerk

**MUNICIPAL COURT SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF OCEANPORT AND THE
BOROUGH OF MONMOUTH BEACH**

THIS SHARED SERVICE AGREEMENT made this 1st day of February, 2025 by and between the **BOROUGH OF OCEANPORT** ("Oceanport"), a municipal corporation of the State of New Jersey with its principal offices located at 910 Oceanport Way, Oceanport, New Jersey 07757 and the **BOROUGH OF MONMOUTH BEACH** ("Monmouth Beach"), a municipal corporation of the State of New Jersey with its principal offices located at 22 Beach Road, Monmouth Beach, New Jersey 07750 will be collectively referred to herein as the "Parties".

WITNESSETH:

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; and

WHEREAS, Chapter 12, Municipal Courts, at 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, chambers, 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, the Borough of Oceanport (hereinafter, "Oceanport") and the Borough of Monmouth Beach (hereinafter, "Monmouth Beach") desire to share facilities, equipment, office staff, and record storage in accordance with N.J.S.A. 2B:12-1 in order to conserve resources and to provide for a more efficient and more economically sound municipal court system; while each municipality maintains its right to appoint its own judge, prosecutor and public defender; and

WHEREAS, Oceanport has agreed to allow Monmouth Beach to utilize Oceanport's Court Room and to allow Monmouth Beach to utilize the Oceanport Municipal Court offices effective upon the adoption of a Resolution by each municipality, execution of the Agreement and notice to and the approval of the Administrative Office of the Courts (hereinafter, "the AOC") and the Assignment Judge of Monmouth County Superior Court (hereinafter, "the Assignment Judge"), whichever occurs later; and

WHEREAS, the Borough Councils of both Oceanport and Monmouth Beach find that it would be in the best interest of the Parties for Monmouth Beach to utilize the Oceanport Municipal Court Room, Court offices, and to share employees, facilities, and equipment, under the terms and conditions referenced herein; and

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

NOW THEREFORE, with the foregoing Recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, Oceanport and Monmouth Beach intending to be legally bound, hereby agree as follows:

1. Provision of Service and Space within the Oceanport Municipal Building.

- A. Commencing February 1, 2025, Oceanport shall provide Monmouth Beach with suitable and sufficient space and the services set forth herein in the Oceanport Municipal Building located at 910 Oceanport Way, Oceanport, NJ ("the Municipal Building") in which to conduct municipal court. The Parties agree that all court sessions for the Borough of Monmouth Beach shall be held at the Oceanport Municipal Building. Suitable and sufficient space shall mean and shall include Municipal Court Chambers for Monmouth Beach's judge, the Municipal Courtroom, offices for and/or conference rooms for Monmouth Beach's Municipal Prosecutor and Public Defender, the violations bureau, archive storage space and rest rooms for all court personnel.

Monmouth Beach, at its sole cost and expense, shall erect appropriate signage inside and outside of the Municipal Building designating its municipal courtroom as a shared facility with the Borough of Oceanport Municipal Court.

If at any time municipal court services are not as good as the level, quality and scope of services that existed at the commencement of the Agreement, Monmouth Beach shall notify Oceanport thereof and Oceanport, with reasonable promptness, shall correct such deficiencies in services to Monmouth Beach's satisfaction.

2. Municipal Court Staff within the Oceanport Municipal Building.

- A. Prosecutor, Judge and Municipal Public Defender. Each party will have appointed each of these positions and each shall be solely responsible for the compensation and associated benefits, if any, provided to these professionals under separately negotiated contracts. If at any time the Parties agree to utilize the same individual for any of these positions, or in contemplation of establishing a joint municipal court, the Parties shall use their best efforts to negotiate an amendment to the Agreement and provide for the adoption of same by Resolution subject to the approval of the AOC and the Assignment Judge.
- B. Joint Municipal Court Administrator. Upon execution of the Agreement, West Long Branch shall discontinue use of its current Court Administrator and shall use the certified court administrator provided by Oceanport. The Municipal Court Administrator for Oceanport will serve as the Joint Municipal Court Administrator for Oceanport, Sea Bright, West Long Branch, and Monmouth Beach. Oceanport shall pay the salary of the

Municipal Court Administrator and associated benefits, if any, who shall remain an employee of Oceanport and shall retain all tenure rights accrued from Oceanport. Any subsequent appointment of a municipal court administrator shall be in conformance with N.J.S.A. 2B:12--10.

- C. Joint Deputy Court Administrator. Upon execution of the Agreement, Monmouth Beach shall discontinue use of its current Deputy Court Administrator. The Deputy Court Administrator for Oceanport shall serve as full time Deputy Court Administrator for Oceanport, Sea Bright, West Long Branch, and Monmouth Beach and shall become an employee of Oceanport, subject to the approval of the Municipal Court Administrator, which approval shall not be unreasonably withheld. Oceanport shall be solely responsible for the salary, wages and any associated benefits of the Deputy Court Administrator.
 - D. Additional Court Personnel. Oceanport shall not hire any additional municipal court personnel, part time or full time, after commencement of this Agreement or fire any court personnel, without prior written notice to and the approval of Monmouth Beach. Any additional part-time employees hired with the consent of the parties shall be employees of the Borough of Oceanport.
 - E. Courtroom Security. Monmouth Beach will provide one (1) SLEO Officer and Oceanport will provide two (2) officers as security for Monmouth Beach's Municipal Court sessions subject to the approval of the Superior Court and the Administrative Office of Courts. Oceanport shall provide an alternate exit for court employees in the event of an emergency.
 - F. Interpreter. Oceanport will provide interpreter services for Monmouth Beach Municipal Court.
 - G. Court Calendars. The municipal court operations of the parties shall be managed by the Joint Municipal Court Administrator using separate court calendars. Scheduling officers for Monmouth Beach's cases shall be managed efficiently to reduce overtime and minimize demands on officers under subpoena to testify.
3. Transition.
- A. Bank Accounts. The Parties shall each receive and retain all net revenues generated by all cases on their respective court dockets as is currently provided by them. In accordance with N.J.S.A. 2B:12-1 et seq. Oceanport and Monmouth Beach will maintain separate bank accounts for revenue purposes. In addition, Monmouth Beach agrees that the financial records relating to all Municipal Court activities involving Monmouth Beach prior to the Effective Date, including the case book and bail accounts, shall be audited by the Administrative Office of the Courts and by an independent auditor, and that all fees associated with such audits shall be paid for by Monmouth Beach.

The Joint Court Administrator's duties shall include establishing the accurate amounts to be transferred to Monmouth Beach, collection of money received as: fines and forfeitures, financial reports covering such funds, records of receipts and disbursements, and preparing checks for monthly revenues to Monmouth Beach.

- B. Liabilities. Any liability associated with or concerning Oceanport or Monmouth Beach determined to exist prior to or after the Effective Date shall be the sole responsibility of the Borough which incurred such liability.
4.
 - A. In consideration for the full use of Oceanport's municipal court space, personnel and resources, as agreed to herein, Monmouth Beach agrees to pay Oceanport \$77,000.00 annually, with payments made monthly in the amount of \$6,416.67 due no later than the 15th of each applicable month.
 - B. Compensation Adjustment
Accounting records for the expenses associated with municipal court records shall be maintained by Oceanport and shall be available for inspection by Monmouth Beach upon request. Review of actual operating expenses for municipal court services will be done annually by the Municipal Court Advisory Committee described in Paragraph 8 and will form the basis for any compensation adjustment recommended to the Parties in accordance with N.J.S.A. 40A:65-9(3).
5. Dispute of Payment. As provided in the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63 at N.J.S.A. 40A:65-8(g), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Section 4 shall be paid without prejudice to the disputing Parties. If through subsequent negotiation, mediation, litigation, or settlement, the amount due shall be determined, agreed to, or adjudicated to be less than what was actually so paid, Monmouth Beach shall promptly be repaid the excess.
6. Municipal Court Advisory Committee. The Municipal Court Advisory Committee shall consist of three representatives of each Party, elected, or appointed, who shall periodically meet as may be necessary to ensure that all obligations under this Agreement are being satisfied or to explore new issues and considerations related to shared services and long-term municipal court planning. Each party shall notify the other party of the names of its committee representatives annually within thirty (30) days of their annual respective reorganization meeting.
7. Modification. Any modification to the Agreement may be explored first by the Municipal Court Advisory Committee 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 Administrative Office of the Courts and the Assignment

Judge.

8. Indemnification. In addition to the other rights and remedies of the Parties herein, the Borough of Oceanport and the Borough of Monmouth Beach agree, to the extent permitted by law, to indemnify and hold each other harmless, their officials, employees and agents, from any and all liability and claims for damages or injuries on the part of Oceanport and/or Monmouth Beach, caused by or resulting from the negligent acts or omissions of each municipality arising out of this Agreement or any of the obligations assumed by Oceanport and Monmouth Beach hereunder, provided it is determined by a court of proper jurisdiction that Oceanport and/or Monmouth Beach is solely responsible for such liability, In the event it is determined by the Court that Oceanport and/or W are not solely responsible for said liability, the liability of each municipality is limited to that degree of liability determined by said Court to be the proportionate liability.

9. Insurance.

- A. The Parties will keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey or with Monmouth County or the Joint Insurance Fund, which insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties.

Oceanport shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage and shall name Monmouth Beach as an additional insured.

- B. This insurance shall indicate on the Certificate of Insurance the following coverages:

- Operations;
- Use of independent contractors and/or subcontractors;
- Products and completed operations;
- Broad form contractual; and
- Broad form property endorsement.

Each certificate or policy shall require a thirty (30) day cancellation notice.

Certificates of insurance shall be delivered to each party, prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the Parties prior to the implementation of this Agreement.

- C. Oceanport shall provide statutory workers compensation insurance coverage with limits of \$500,000 for the joint positions of Court Administrator, Deputy Court Administrator and any additional court personnel who are hired by the Parties' mutual consent.

- D. Oceanport shall provide sufficient insurance coverage to protect Monmouth Beach's municipal court records from loss or damage by fire and such other hazards as may be included in the standard all risk of physical loss policy.
 - E. Oceanport shall provide commercial general liability insurance at limits of \$5,000,000 per occurrence and shall name Monmouth Beach as additional insured.
 - F. Oceanport shall provide sufficient insurance coverage covering losses to Monmouth Beach resulting from negligent errors or omissions, or misappropriations of funds by any person employed by the court who handles monies received for Monmouth Beach in an amount and with terms agreed to by the parties as is further set forth in N.J.S.A. 2B:12-12.
10. **Caption.**
In accordance with N.J.S.A. 2B:12-1(c), the identities of the respective courts shall continue to be expressed in the captions of orders and process.
11. **Term.**
The term of this Agreement shall commence on the date of the approval of the State of New Jersey Administrative Office of the Courts, approval of the Assignment Judge and the adoption of Resolutions by the Parties, whichever comes later, and shall continue for a term of five (5) years until January 31, 2030, (the "Term") unless terminated sooner pursuant to the terms and conditions of Section 16 of this Agreement. Notwithstanding the foregoing, this Agreement may be extended for additional term by resolutions of the governing bodies of both parties.
12. **Dispute Resolution.** In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Parties shall attempt non-binding mediation through a mediator of their choice and if mediation fails, the Parties hereto agree to be governed by the laws of the State of New Jersey.
13. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless same shall be in writing and signed by all the Parties hereto.
14. **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplement of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implementation and give effect to the intentions of the Parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.
15. **AOC and Superior Court Approval.** The Parties acknowledge that this Agreement is

contingent upon and subject to the approval of the State of New Jersey Administrative Office of the Courts and the Assignment Judge.

16. Termination. This agreement may be terminated at any time by either Party, with or without cause, by at least 90 days prior written notice to the other Party. In addition to any other notice requirements herein, the parties shall provide an additional ninety (90) days written notice of termination to the Administrative Office of the Courts and the Assignment Judge prior to the scheduled termination as a condition precedent to the termination of this Agreement.
17. Filing. In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.
18. Good Faith Covenant. The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.
19. Effective Date. This Agreement shall take effect upon the approval of the Administrative Office of the Courts and the Assignment Judge, the adoption of appropriate ordinances of the parties and the execution of the Agreement authorized thereafter by their appropriate respective officials.
20. Notices. All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the designated municipal representative.

- a. The designated municipal representative for Oceanport is:

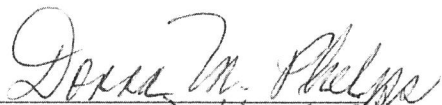
Borough Administrator
Borough of Oceanport
910 Oceanport Way
PO Box 370
Oceanport, NJ 07757

b. The designated municipal representative for Monmouth Beach is:

Borough Administrator
Borough of Monmouth Beach
22 Beach Street
Monmouth Beach, NJ 07750

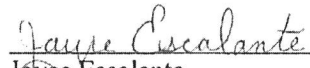
IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective officers duly authorized and have caused this Agreement to be dated as of the day and year written above.

ATTEST:


Jeanne Smith ~~Donna M. Phelps~~
Municipal Clerk, Oceanport ~~ADMINISTRATOR~~


Thomas J. Tvrdek
Mayor Oceanport

ATTEST:


Joyce Escalante
Municipal Clerk, Monmouth Beach


David F. Stickle
Mayor, Monmouth Beach