



DUE 6/22/26

Borough of Paramus
OPEN PUBLIC RECORDS ACT REQUEST FORM
 1 Jockish Square, Paramus, NJ 07652, USA
 (201) 265-2100 Ext: 2200 (Phone) & (201) 265-0086 (Fax)
BoroClerk@paramusborough.gov

Records Request and
Tracking Number:

BC- *3560*

Important Notice

BC

The last page of this form contains important information related to your rights concerning government records. Please read it carefully.

Requestor Information - Please Print

First Name: *Michael* MI: _____ Last Name: *Smith*

E-mail Address: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Preferred Delivery: Pick Up ☐ US Mail ☐ On-Site ☐ Fax ☐ E-mail ☐

Under penalty of N.J.S.A 2C:28-3, I certify that

- I ☐ **HAVE** / ☐ **HAVE NOT** been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States
- I, or another person, Purpose; ☐ **WILL** / ☐ **WILL NOT** use the requested government records for a commercial
- I ☐ **AM** / ☐ **AM NOT** seeking records in connection with a legal proceeding.

Signature _____ Date _____

Record Request Information: Please be as specific as possible in describing the records being requested. Also, please note that your preferred method of delivery will only be accommodated if the custodian has the technological means and the integrity of the records will not be jeopardized by such method of delivery.

Note: If you confirmed above that the records sought are in connection with a legal proceeding, identification of that proceeding is required below.

*SS Rochelle Park Traffic Mt, Court
 911 + police dispatch
 see attached*

Payment Information

Maximum Authorization Cost \$ _____

Select Payment Method

Cash ☐ Check ☐ Money Order ☐

Fees: Letter size pages - \$0.05 per page
 Legal size pages - \$0.07 per page
 Other materials (CD, DVD, etc) - actual cost of material

Delivery: Delivery / postage fees additional depending upon delivery type.

Extras: Special service charge dependent upon request.

AGENCY USE ONLY

Disposition Notes
 Custodian: If any part of request cannot be delivered in seven business days, detail reasons here.

In Progress ☐ Open ☐ *6/11/26*
 Denied ☐ Closed ☐
 Filled ☐ Closed ☐
 Partial ☐ Closed ☐

AGENCY USE ONLY

Tracking Information		Final Cost	
Tracking #	<i>3560</i>	Total	_____
Rec'd Date	<i>6/11/26</i>	Deposit	_____
Ready Date	_____	Balance Due	_____
Total Pages	_____	Balance Paid	_____
Records Provided		_____	
Custodian Signature		Date	

DEPOSITS

The custodian may require a deposit against costs for reproducing documents whenever the custodian anticipates that the documents requested will cost in excess of \$5 to reproduce. N.J.S.A. 47:1A-5(f).

Where a special service charge is warranted under OPRA, that amount will be communicated to you as required under the statute. You have the opportunity to review and object to the charge prior to it being incurred. If, however, you approve of the fact and amount of the special service charge, you may be required to pay a deposit or pay in full prior to reproduction of the documents.

YOUR REQUEST FOR RECORDS IS DENIED FOR THE FOLLOWING REASON(S):

(To be completed by the Custodian of Records – check the box of the numbered exemption(s) as they apply to the records requested. If multiple records are requested, be specific as to which exemption(s) apply to each record. **Response is due to requestor as soon as possible, but no later than seven (7) or fourteen (14) business days. See page 5 for additional response details**)

N.J.S.A. 47:1A-1.1

- ☐ Inter-agency or intra-agency advisory, consultative or deliberative material
- ☐ Legislative records
- ☐ Law enforcement records:
 - ☐ Medical examiner photos
 - ☐ Criminal investigatory records (however, N.J.S.A. 47:1A-3(b) lists specific criminal investigatory information which must be disclosed)
 - ☐ Victims' records and/or OPRA requests submitted by victims seeking their own records
- ☐ Personal firearms records or personal identifying information connected to any license authorizing hunting with a firearm.
- ☐ Trade secrets and proprietary commercial or financial information
- ☐ Any record within the attorney-client privilege
- ☐ Administrative or technical information regarding computer hardware, tablets, telephones, electronic computing devices, software applications, and networks or devices operation them which, if disclosed would jeopardize computer security
- ☐ Emergency or security information or procedures for any buildings or facility which, if disclosed, would jeopardize security of the building or facility or persons therein
- ☐ Security measures and surveillance techniques which, if disclosed, would create a risk to the safety or persons, property, electronic data or software
- ☐ Security alarm system activity and access reports, including video footage the disclosure of which does not compromise the integrity of the security system
- ☐ Information which, if disclosed, would give an advantage to competitors or bidders including detailed or itemized cost estimates prior to bid opening
- ☐ Information generated by or on behalf of public employers or public employees in connection with:
 - ☐ Any sexual harassment complaint filed with a public employer
 - ☐ Any grievance filed by or against an employee
 - ☐ Collective negotiations documents and statements of strategy or negotiating
- ☐ Information that is a communication between a public agency and its insurance carrier, administrative service organization or risk management office
- ☐ Information that is to be kept confidential pursuant to court order
- ☐ Certificate of honorable discharge issued by the United States government (commonly Form DD-214 or NGB-22) filed with a public agency
- ☐ Oath of allegiance, oath of office, or other affirmation; except that full name, title, and oath date.
- ☐ Privacy Information:
 - ☐ Social security numbers
 - ☐ Credit card or debit card numbers
 - ☐ Bank account information
 - ☐ Month and day of birth
 - ☐ Personal e-mail address required by a public agency for government applications, services, or programs
 - ☐ Telephone numbers
 - ☐ Drivers' license numbers
 - ☐ Primary or secondary addresses for covered persons or immediate family members per N.J.S.A. 47:1B-1 (Daniel's Law)
- ☐ Portion of any document disclosing personal information of any person provided to a public agency for sole purpose of receiving official notifications
- ☐ Lists (including personal information) of persons identifying as in need of special assistance in the event of an emergency maintained by a municipality or county
- ☐ Portion of any record disclosing the personal identifying information of a person under 18 years old
- ☐ Personal identifying information contained on domestic animal permits, license, and registrations.
- ☐ Metadata
- ☐ New Jersey Firemen's Association financial relief applications
- ☐ Owner and maintenance manuals
- ☐ HIPAA information and indecent or graphic images of a person's intimate parts as defined in N.J.S.A. 47:1A-5.2
- ☐ Certain records of higher education institutions:
 - ☐ Research records
 - ☐ Questions or scores for exam for employment or academics
 - ☐ Charitable contribution information
 - ☐ Rare book collections gifted for limited access
 - ☐ Admission applications

- ☐ Student records, grievances or disciplinary proceedings revealing a students' identification
- ☐ Biotechnology trade secrets **N.J.S.A. 47:1A-1.2**
- ☐ Convicts requesting their victims' records **N.J.S.A. 47:1A-2.2**
- ☐ Ongoing investigations of non-law enforcement agencies (must prove disclosure is inimical to the public interest) **N.J.S.A. 47:1A-3(a)**
- ☐ Public defender records **N.J.S.A. 47:1A-5(k)**
- ☐ Upholds exemptions contained in other State or federal statutes and regulations, Executive Orders, Rules of Court, and privileges created by State Constitution, statute, court rule or judicial case law **N.J.S.A. 47:1A-9**
- ☐ Personnel and pension records (however, the following information must be disclosed:
 - An individual's name, title, position, salary, payroll record, length of service, date of separation and the reason for such separation, and the amount and type of any pension received
 - When required to be disclosed by another law, when disclosure is essential to the performance of official duties of a person duly authorized by this State or the US, or when authorized by an individual in interest
 - Data contained in information which disclose conformity with specific experiential, educational or medical qualifications required for government employment or for receipt of a public pension, but not including any detailed medical or psychological information **N.J.S.A. 47:1A-10**

N.J.S.A. 47:1A-1

- ☐ "a public agency has a responsibility and an obligation to safeguard from public access a citizen's personal information with which it has been entrusted when disclosure thereof would violate the citizen's reasonable expectation of privacy."

Burnett v. County of Bergen, 198 N.J. 408 (2009). Without ambiguity, the court held that the privacy provision "is neither a preface nor a preamble." Rather, "the very language expressed in the privacy clause reveals its substantive nature; it does not offer reasons why OPRA was adopted, as preambles typically do; instead, it focuses on the law's implementation." "Specifically, it imposes an obligation on public agencies to protect against disclosure of personal information which would run contrary to reasonable privacy interests."

Executive Order No. 21 (McGreevey 2002)

- ☐ Records where inspection, examination or copying would substantially interfere with the State's ability to protect and defend the State and its citizens against acts of sabotage or terrorism, or which, if disclosed, would materially increase the risk or consequences of potential acts of sabotage or terrorism.
- ☐ Records exempted from disclosure by State agencies' proposed rules.

Executive Order No. 26 (McGreevey 2002)

- ☐ Certain records maintained by the Office of the Governor
- ☐ Resumes, applications for employment or other information concerning job applicants while a recruitment search is ongoing
- ☐ Records of complaints and investigations undertaken pursuant to the Model Procedures for Internal Complaints Alleging Discrimination, Harassment or Hostile Environments
- ☐ Information relating to medical, psychiatric or psychological history, diagnosis, treatment or evaluation
- ☐ Information in a personal income or other tax return
- ☐ Information describing a natural person's finances, income, assets, liabilities, net worth, bank balances, financial history or activities, or creditworthiness, except as otherwise required by law to be disclosed
- ☐ Test questions, scoring keys and other examination data pertaining to the administration of an examination for public employment or licensing
- ☐ Records in the possession of another department (including NJ Office of Information Technology or State Archives) when those records are made confidential by regulation or EO 9.

Other Exemption(s) contained in a State statute, resolution of either or both House of the Legislature, regulation, Executive Order, Rules of Court, any federal law, federal regulation or federal order pursuant to N.J.S.A. 47:1A-9(a).

(Please provide detailed information regarding the exemption from disclosure for which you are relying to deny access to government records. If multiple records are requested, be specific as to which exemption(s) apply to each record.)

REQUEST FOR RECORDS UNDER THE COMMON LAW

If, in addition to requesting records under OPRA, you are also requesting the government records under the common law, please check the box below.

A public record under the common law is one required by law to be kept, or necessary to be kept in the discharge of a duty imposed by law, or directed by law to serve as a memorial and evidence of something written, said, or done, or a written memorial made by a public officer authorized to perform that function, or a writing filed in a public office. The elements essential to constitute a public record are that it be a written memorial, that it be made by a public officer, and that the officer be authorized by law to make it.

☐ Yes, I am also requesting the documents under common law.

If the information requested is a "public record" under common law and the requestor has a legally recognized interest in the subject matter contained in the material, then the material must be disclosed if the individual's right of access outweighs the State's interest in preventing disclosure.

Please set forth your interest in the subject matter contained in the requested material:

Note that any challenge to a denial of a request for records under the common law cannot be made to the Government Records Council, as the Government Records Council only has jurisdiction to adjudicate challenges to denials of OPRA requests. A challenge to the denial of access under the common law can be made by filing an action in Superior Court.

1. All "government records" as defined in N.J.S.A. 47:1A-1.1 are subject to public access under the Open Public Records Act ("OPRA"), unless specifically exempt.
2. A request for access to a government record under OPRA must be in writing, hand-delivered, mailed, transmitted electronically, or otherwise conveyed to the appropriate custodian. N.J.S.A. 47:1A-5(g). In accordance with OPRA, custodians will generally have seven (7) business days to respond, unless:
 - The requestor seeks "immediate access" records as outlined in N.J.S.A. 47:1A-5(e); where the custodian must respond "immediately" disclosing responsive records not to exceed twenty-four (24) months old.
 - The requestor seeks information required to be disclosed by N.J.S.A. 47:1A-3(b), where the custodian must respond disclosing the information within twenty-four (24) hours or as a soon as practical;
 - The requestor is seeking records for a "commercial purpose" as defined in N.J.S.A. 47:1A-1.1, where the response time frame is fourteen (14) business days, but the custodian shall notify the requestor of the additional time within seven (7) business days. N.J.S.A. 47:1A-5(i). However, the response time frame can be reduced to seven (7) business days upon payment of no more than two times the cost to produce the responsive records.
 - The requestor is seeking records requiring review for compliance with "Daniel's Law" (N.J.S.A. 47:1B-1, et seq.), where the response time frame is fourteen (14) business days, but the custodian shall notify the requestor of the additional time within seven (7) business days. N.J.S.A. 47:1A-5(i).
 - Fire district employing one or fewer full-time employees serving as custodians may add seven (7) business days to the seven (7) or fourteen (14) business day response time frames.

The applicable response time does not commence until the custodian receives the request form. N.J.S.A. 47:1A-5(h). If you submit the request form to any other officer or employee, the recipient must either forward the request to the appropriate custodian or direct you to the appropriate custodian. Id.

3. Requestors are not required to use this OPRA request form; however, a written equivalent not containing the form requirements of N.J.S.A. 47:1A-5(f) and N.J.S.A. 47:1A-5(g) may be denied by a custodian.
4. Requestors may submit requests anonymously. A request submitted anonymously shall not be considered incomplete. N.J.S.A. 47:1A-5(f). If you elect not to identify yourself accurately or provide an accurate address, e-mail address, or telephone number, the custodian is not required to respond until you reappear before the custodian seeking a response to the original request. Further, anonymous requestors are prohibited from filing a complaint with either the GRC or the Courts. N.J.S.A. 47:1A-6.
5. The fees for duplication of a "government record" in printed form are listed on page 1 of this form. The custodian will notify you of any special service charges or other additional charges authorized by State law or regulation before processing your request. Payment shall be made by cash, check or money order payable to the responding agency.
6. You may be charged a prepayment or deposit when a request for copies exceeds \$5.00. The custodian will contact you and advise you of any deposit requirements. You agree to pay the balance due upon delivery of the records.
7. Under OPRA, a custodian must deny access to a person who has been convicted of an indictable offense in New Jersey, any other state, or the United States, and who is seeking government records containing personal information pertaining to the person's victim or the victim's family. N.J.S.A. 47:1A-2.2. This includes anonymous requests for said information.
8. By law, the responding agency must notify you that it grants or denies a request for access to government records within applicable response time frame after the custodian receives the request. If the record requested is in storage, the custodian will advise you within seven (7) or fourteen (14) business days after receipt of the request when the record can be made available and the estimated cost for reproduction within no more than twenty-one (21) business days from date of notification. N.J.S.A. 47:1A-5(i).
9. You may be denied access to a government record if your request would substantially disrupt agency operations and the custodian is unable to reach a reasonable solution with you. N.J.S.A. 47:1A-5(g).
10. If the custodian is unable to comply with your request for access to a government record, they will indicate the specific bases for denial on the request form or other written correspondence and send it to you.
11. Except as otherwise provided by law or by agreement with the requester, if the custodian fails to respond to you in writing within seven (7) or fourteen (14) business days of receiving a request, the failure to respond is a deemed denial of your request. N.J.S.A. 47:1A-5(g); N.J.S.A. 47:1A-5(i).
12. If your request for access to a government record has been denied or unfilled within the seven (7) or fourteen (14) business days required by law, you have a right to challenge the decision by the responding agency to deny access. At your option, you may either: 1) institute a proceeding in the Superior Court of New Jersey; or 2) file a complaint with the Government Records Council ("GRC") by completing the Denial of Access Complaint Form. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County. Questions regarding the GRC's Denial of Access Complaint process can be directed to the GRC toll-free telephone at 866-850-0511, by mail at PO Box 819, Trenton, NJ, 08625, by e-mail at Government.Records@dca.nj.gov, or at their web site at www.state.nj.us/grc. The Council can answer general inquiries about OPRA.
13. Information provided on this form may be subject to disclosure under the Open Public Records Act.

Kristin Rohner

From: Michael A Smith <opra+request-92261-8cd32d89@requests.opramachine.com>
Sent: Thursday, June 11, 2026 12:32 PM
To: Boro Clerk
Subject: [EXTERNAL]OPRA request - Shared Service Agreements or Contracts with Rochelle Park

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Paramus Borough Police Department,

Please accept this electronic request for public records made under OPRA and the common law right of access. I am not required to fill out an official form or use a particular software platform to submit my request per NJSA 47:1A-5(f), which states that an email from a requestor including all of the information required on the adopted form shall suffice in place of a completed form as a valid government record request.

I HAVE NOT been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.

I WILL NOT use the requested government records for a commercial purpose.

I AM NOT seeking records in connection with a legal proceeding.

Records requested:

Shared Service Agreements or contracts with the Township of Rochelle Park to include Traffic Maintenance, Municipal Court, 911 PSAP, and the prepared proposal for police dispatch.

The Borough Clerks office was unable to locate any records, its a fact that Paramus provides these services to Rochelle Park, maybe the PD will have the requested documents.

My preferred delivery method for response(s) to this request is by E-mail as attachments. Please confirm you have received this request. If you are not the custodian of records, please forward my request to that person and provide their email address to me for future reference.

Yours faithfully,

Michael A Smith

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:

opra+request-92261-8cd32d89@requests.opramachine.com

Is boroclerk@paramusborough.org the wrong address for OPRA requests to Paramus Borough Police Department? If so, please contact us using this form:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2fchange_request%2fnew%3fbody%3dparamus_borough_police_department&c=E,1,o7PGMxt10el8PfLEgh2CFzEHYGkYaXtQyT6QasfaOuZG3aeaoPgP9T-BbzUSSHeadNIZrumb1sl_Fwet44-5lbBV-hmfcuB_AqhygeHipdeb7W0,&typo=1

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2fhelp%2fofficers&c=E,1,oj6OIj9bLxpGYM6A7etaGzm_oslFmCZICBrxytdQ_18as56t2Dnz568t256_tegWIAAZDjaGZvqcDBCZO6Y1Q2j8THvvdSizq5sNXRJLZY,&typo=1

View this OPRA request & responses online:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2frequest%2fshared_service_agreements_or_con&c=E,1,MxZOU2X8kEOgIROykQsHafzNi92Tt0xCwgqwYCaFWV97uaz43j3SdSAoihRxi5pYqRI5VesM1qkDGG2q78C-2JUj0EupKMHa9hjwzvmWNzAFYsg3pdkrQ,,&typo=1

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

"OPRAmachine's mission is to give people easy and affordable access to New Jersey public records.

For more information, contact us at: (732) 707-1628 or PO Box 3180, New Brunswick, NJ 08903."



BOROUGH OF PARAMUS
County of Bergen
State of New Jersey

RESOLUTION NO. 26-06-346

Dated: June 11, 2026

At a Regular Meeting of the Mayor and Council of the Borough of Paramus, County of Bergen, State of New Jersey, held on June 11, 2026.

**AUTHORIZATION OF SHARED SERVICES AGREEMENT WITH THE
THE TOWNSHIP OF ROCHELLE PARK FOR MUNICIPAL COURT SERVICES**

WHEREAS, the Borough of Paramus and the Township of Rochelle Park seek to enter into a Shared Services Agreement to provide for Joint Municipal Court Facilities, Personnel and Resources pursuant to N.J.S.A. 2B:12-1(b); and

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

WHEREAS, the Municipal Courts of the Borough of Paramus and the Township of Rochelle Park shall be operated as two (2) separate courts, wherein the Borough of Paramus will provide the shared Municipal Court Staff through the services described in the Shared Services Agreement to the Township of Rochelle Park; and

WHEREAS, pursuant to N.J.S.A. 40A:65-7, it is also necessary to obtain approval of the Bergen County Superior Court Assignment Judge; and

WHEREAS, a Shared Services Agreement between the Borough of Paramus and the Township of Rochelle Park has been prepared, a copy of which is attached hereto and incorporated herein by reference, for a five-year term commencing September 1, 2026 in effect thru December 31, 2030; and

WHEREAS, the Borough Administrator and Borough Attorney have reviewed this matter and the Shared Services Agreement attached hereto and incorporated herein by reference and recommend the approval of same.

NOW, THEREFORE, BE IT RESOLVED, by the Borough of Paramus, County of Bergen and State of New Jersey that the Shared Services Agreement, a copy of which is attached hereto and incorporated herein by reference, for Joint Municipal Court Facilities, Personnel and Resources with the Borough of Paramus and Township of Rochelle Park, be and is hereby approved; and

BE IT FURTHER RESOLVED, that the term of the Shared Services Agreement shall be for five (5) years effective September 1, 2026 thru December 31, 2030; and



BOROUGH OF PARAMUS
County of Bergen
State of New Jersey

BE IT FURTHER RESOLVED, that this resolution shall only take effect upon approval of the Bergen County Superior Court Assignment Judge; and

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized and directed to execute the Shared Services Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED that the Borough Clerk be and is hereby authorized and directed to forward a copy of this signed Resolution together with the Shared Services Agreement to the Township of Rochelle Park upon its passage.

Approved by a roll call vote: June 11, 2026

I hereby certify that this is a true and exact copy
of resolution adopted by the Mayor and Council of
the Borough of Paramus on the 11th day of June 2026

Annemarie Krusznis, RMC, CMC
Borough Clerk

Motion: Councilman Antonio

Second: Councilman Kaiser

Yeas: Councilman Antonio, Councilman Kaiser, Councilman Nadera, Councilwoman Rizzo, Councilwoman Weber, Councilman Wilkins

Nays: None

Abstain: None

Motion carries 6-0

**SHARED SERVICES AGREEMENT FOR A SHARED MUNICIPAL COURT ADMINISTRATOR AND
SUPPORT SERVICES BETWEEN THE BOROUGH OF PARAMUS AND THE TOWNSHIP OF ROCHELLE PARK**

This Agreement Between:

THE BOROUGH OF PARAMUS, a municipal corporation of the State of New Jersey, whose address is One Jockish Square, Paramus, New Jersey 07652, (the "Borough of Paramus")

AND

THE TOWNSHIP OF ROCHELLE PARK, a municipal corporation of the State of New Jersey, whose address is 151 West Passaic Street, Rochelle Park, New Jersey 07662, (the "Township of Rochelle Park")

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40A:65-1, et seq., any municipality of the State of New Jersey may contract with any other municipality or municipalities for the shared provision within their several jurisdictions of any service that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, pursuant to N.J.S.A. 2B:12-1 (c), two (2) or more municipalities, by ordinance or resolution, may agree to share services for courtrooms, chambers, equipment, supplies, and employees for their municipal courts and agree to appoint the same employees including, but not limited to, municipal judges, court administrators, prosecutors, public defenders, and security personnel without establishing a joint municipal court; and

WHEREAS, pursuant to N.J.S.A. 2B:12-1 (c), the Borough of Paramus has adopted the appropriate resolution establishing a municipal court, and providing for the sharing of court staff, hereinafter referred to as a "Shared Municipal Court Staff"; and

WHEREAS, the Municipal Courts of the Borough of Paramus and the Township of Rochelle Park shall be operated as two (2) separate courts, wherein the Borough of Paramus will provide the shared Municipal Court Staff through the services described in this Agreement to the Township of Rochelle Park; and

WHEREAS, pursuant to N.J.S.A. 2B:12-1 (c), the Township of Rochelle Park adopted the appropriate resolution agreeing to the Shared Municipal Court Staff including the court administrator and support staff; and

WHEREAS, the Borough of Paramus and the Township of Rochelle Park desire to enter into a Shared Services Agreement to establish all obligations in connection with the use of Shared Municipal Court Staff.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and considerations contained herein, the Borough of Paramus and the Township of Rochelle Park do hereby mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

- A. The Borough of Paramus agrees to provide the Municipal Court Administrator and all support staff services necessary for the operation of the Township of Rochelle Park Municipal Court. The Township of Rochelle Park shall provide the Borough of Paramus with compensation for this shared service as provided in Article III below. All employees, including the Judge, Prosecutor and Public Defender of the Township of Rochelle Park Municipal Court, shall be appointed by the Borough of Paramus after their current terms expire.
- B. The Township of Rochelle Park will utilize the Borough of Paramus Municipal Court for the conducting of all activities related to the operation of the Township of Rochelle Park Municipal Court.
- C. The Borough of Paramus shall provide and be responsible for the selection and appointment of the Municipal Court Administrator and shared support staff, who shall provide services to both the Borough of Paramus and the Township of Rochelle Park Municipal Courts.
- D. The Borough of Paramus shall ensure that the compensation of the Municipal Court Administrator and shared support staff shall either be fixed by a salary ordinance or by a collective negotiation agreement in accordance with all applicable Federal, State and local laws, regulations, or ordinances governing such matters, as well as any related approvals necessary from the Administrative Office of the Courts (hereinafter the “AOC”). The Borough of Paramus shall be the employer of the Court Administrator and all shared support staff and shall be responsible for insuring that all appropriated tax, payroll, benefit, pension, and similar deductions are made.
- E. The Township of Rochelle Park Municipal Court sessions shall be scheduled three times per month. The hours of the Municipal Court Administrator shall be as otherwise jointly agreed to by the Borough of Paramus and the Township of Rochelle Park in writing, in consultation with the respective Municipal Court Judges, the Bergen County Vicinage Municipal Division, and Assignment Judge for the Superior Court of New Jersey, Bergen County.
- F. The Borough of Paramus and the Township of Rochelle Park shall mutually agree that the Municipal Court Administrator and other shared support staff shall have, possess and be able to exercise all functions, powers, duties, and jurisdiction of a municipal court prescribed by N.J.S.A. 2B:12-1, its amendments and supplements.
- G. Paramus shall have the responsibility to ensure that all standards are met by its appointees and/or employees regarding the level and quality of performances required of each appointee and/or employee.
- H. This Agreement does not alter the identities of the Borough of Paramus and Township of Rochelle Park Municipal Courts. The Township of Rochelle Park’s records, revenues, fees and fines shall be

administered, reported, deposited and audited separately from the Borough of Paramus' and the same shall apply to the Borough of Paramus.

ARTICLE II – TERM OF CONTRACT

This Agreement shall commence on September 1st, 2026 and remain in effect until December 31, 2030. This Agreement may be terminated at the end of any calendar year by either party by providing written notice of termination no later than July 1 of the calendar year in which the Shared Services Agreement will terminate.

ARTICLE III – PAYMENT BY TOWNSHIP OF ROCHELLE PARK

- A. The Township of Rochelle Park shall reimburse the Borough of Paramus for its costs incurred in providing the inter-local service, on an annual basis, until December 31, the sum of Thirty-Nine Thousand, One Hundred and Thirty-One Dollars and Fifty-Two Cents (\$39,131.52) per year for the period, paid in the following manner:

1. Thirty--Nine Thousand, One Hundred and Thirty-One Dollars and Fifty-Two Cents (\$39,131.52) to the Borough of Paramus, in equal quarterly installments due on February 1st, May 1st, August 1st, and November 1st of each calendar year.
2. Thereafter, beginning on January 1, 2027, the amount payable by the Township of Rochelle Park to the Borough of Paramus shall increase by two percent (2%) for the remainder of the contract to cover increased costs to court and police personnel.

The total amounts shall be as follows and paid the same equal quarterly installments as in (A)1 above.

2027: \$119,742.42
2028: \$122,137.27
2029: \$124,580.02
2030: \$127,071.62

- B. All other remuneration and benefits to the court administrator and support staff shall be the responsibility of the Borough of Paramus.

ARTICLE IV – REVENUE

There will be no sharing of revenue between the Borough of Paramus and the Township of Rochelle Park and the Township of Rochelle Park and Borough of Paramus Municipal Courts will continue to account and deposit their revenues in the same manner as currently occurs.

ARTICLE V – RECORDS

Court records and administrative records as defined by R. 1:38-2 and R. 1:38-4 respectively and within the custody and control of the judiciary are open for public inspection and copying except as otherwise provided in R. 1:38-1 et seq. The Township of Rochelle Park's records shall be maintained separately from the Borough of Paramus' records and vice versa. All records are confidential, unless otherwise determined by State law, and access will only be given to authorized Township of Rochelle Park and Borough of Paramus Municipal Court staff and/or AOC personnel in accordance with applicable State laws and/or AOC guidelines.

ARTICLE VI – BOOKS AND AUDITS

The Municipal Court Administrator shall keep separate records and bank accounts for the Township of Rochelle Park. The Township of Rochelle Park shall arrange and pay for a yearly audit for the books of the Township of Rochelle Park Municipal Court, which audit shall be prepared generally in accordance with the requirements of the Local Fiscal Affairs Law, N.J.S.A. 40A:54, et seq.

ARTICLE VII – INSURANCE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

- A. Insurance coverage shall be obtained and maintained by the Borough of Paramus, including coverage of the Municipal Court Administrator, the Borough of Paramus shared support staff, and the Borough of Paramus from claims arising out of, but not limited to, bodily injury, property damage, personal injury or civil rights violations, and all such other coverage as may be necessary. The coverage may be provided either through policies issued to the Borough of Paramus now and/or thorough additional policies issued to the Borough of Paramus.
- B. The Township of Rochelle Park shall continue to provide liability insurance which protects the Township of Rochelle Park's employees and/or facilities and covers the Township of Rochelle Park's personnel when they are in the Borough of Paramus for municipal court business, including traveling to and from the Borough of Paramus for the Township of Rochelle Park's municipal court business.
- C. The parties to this Agreement recognize that the Shared Municipal Court Staff are exclusively the Borough of Paramus employees.
- D. The Borough of Paramus shall obtain and pay for the statutory bond for the Municipal Court Administrator and any other court personnel required to be bonded pursuant to N.J.S.A. 2B:12-12.

- E. The Township of Rochelle Park shall indemnify and hold the Borough of Paramus harmless from any legal action arising from the execution of this Agreement, including but not limited to any legal action by any Township of Rochelle Park employee challenging this Agreement or the elimination of any position in the Township of Rochelle Park as a result of this Agreement.

ARTICLE VIII – UNIFORM SHARED SERVICES AND CONSOLIDATION ACT

The governing bodies of the Borough of Paramus and the Township of Rochelle Park 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. in accordance with the terms of that Act.

ARTICLE IX – MISCELLANEOUS

- A. 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 parties listed below 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:

Paramus: Administrator, Borough of Paramus
 One Jockish Square
 Paramus, New Jersey 07652

Rochelle Park: Administrator, Township of Rochelle Park
 151 West Passaic Street
 Rochelle Park, New Jersey 07662

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

ARTICLE X – COMPLETE AGREEMENT

This Agreement supersedes all prior agreements between the parties with respect to the subject matter hereof and contains the complete understanding between the parties. No other promises or agreements shall be binding unless signed by both parties in signing this Agreement, the parties are not relying on any

fact, statement or assumption not set forth in this Agreement by signing below, the authorized representatives for Paramus and Rochelle Park 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.

ARTICLE XI – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey. Any litigation arising out of this Agreement shall be brought in the Superior Court of New Jersey, Law Division, Bergen County vicinage and the parties agree to submit to the jurisdiction of said Court.

ARTICLE XII – EFFECTIVE DATE

This Agreement shall be effective as of September 1st, 2026 notwithstanding the actual date of execution.

IN WITNESS WHEREOF, the Borough of Paramus and the Township of Rochelle Park have caused this Shared Services Agreement to be executed by their duly authorized representatives as of the day and year first written above.

WITNESS/ATTEST


Annemarie Krusznis, RMC/CMC
Borough Clerk

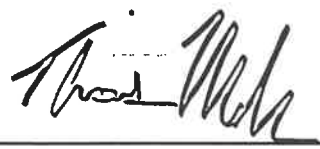
BOROUGH OF PARAMUS


Christopher DiPiazza
Mayor

WITNESS/ATTEST


Gina S. Kim, RMC / CMC
Township Clerk

TOWNSHIP OF ROCHELLE PARK


Thomas Miller
Mayor