

RESOLUTION 192-20

**RESOLUTION AUTHORIZING EXECUTION OF
AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND THE
TOWNSHIP OF ELK**

WHEREAS, the Township of Elk and the Borough of Clayton have agreed to enter into an Agreement for the Operation of a Joint Municipal Court; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve the attached Agreement between the Township of Elk and the Borough of Clayton.
2. That the Mayor be and is hereby authorized to execute said Agreement on behalf of the Borough of Clayton.

ADOPTED, at a meeting of the Mayor and Council of the Borough of Clayton held on November 12, 2020.

BOROUGH OF CLAYTON



THOMAS BIANCO, Mayor

Attest:



CHRISTINE NEWCOMB, Borough Clerk

CERTIFICATION

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on November 12, 2020.



CHRISTINE NEWCOMB, Borough Clerk

**AGREEMENT FOR THE OPERATION OF
A JOINT MUNICIPAL COURT BETWEEN
THE TOWNSHIP OF ELK AND BOROUGH OF CLAYTON**

THIS AGREEMENT is made this _____ day of _____, 2020, between the Township of Elk and Borough of Clayton.

THE TOWNSHIP OF ELK, a municipal corporation in the County of Gloucester, State of New Jersey, having its principal offices at 680 Whig Lane, Monroeville, New Jersey 08343 (hereinafter referred to as “Provider”); and

THE BOROUGH OF CLAYTON, a municipal corporation in the County of Gloucester, State of New Jersey, having its principal offices at 125 N. Delsea Drive, Clayton, New Jersey 08312-1698 (hereinafter referred to as “Borough”)

WITNESSETH

WHEREAS the Township of Elk and Borough of Clayton deem it to be in the interests of the residents of these communities to continue a Joint Municipal Court; and

WHEREAS, each municipality has, by ordinance, a copy of which is appended hereto and made a part hereof, authorized the entering into of an agreement between the parties for the aforesaid purpose; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. and N.J.S.A. 2B:12-1(c) authorizes the establishment of a Joint Municipal Court; and

WHEREAS, the establishment of a Joint Municipal Court and this Agreement is required to be filed and approved by the Administrative Director of the Courts and the Vicinage Assignment Judge;

WHEREAS, the Township of Elk and Borough of Clayton wish to memorialize their agreement for the provisions of the operation of a Joint Municipal Court, as well as with respect to funding, control, operations, decision making, and personnel in accordance with the foregoing authority;

NOW THEREFORE IT IS AGREED by and between the Township of Elk (hereinafter referred to as "Provider") and Borough of Clayton (hereinafter referred to as "Borough") as follows:

1. The Provider and the Borough agree to the formation, establishment, and administration of a Joint Municipal Court to serve both municipalities, pursuant to N.J.S.A. 2B:12-1(c), et seq.

2. The Joint Municipal Court to be established pursuant to this agreement will be known as the "Elk Joint Municipal Court".

3. The Elk Joint Municipal Court will have such jurisdiction as is now, or will hereafter be confirmed upon it by Law and Court Rules of the State of New Jersey, and the practice and procedure of the Elk Joint Municipal Court shall be governed by the Laws in such case made and provided in such Rules as the Supreme Court will promulgate and make applicable to the Elk Joint Municipal Court.

4. The Elk Joint Municipal Court will have one Judge who will be known as the "Judge of the Elk Joint Municipal Court". Upon the recommendation of the Provider, the Judge

will be appointed in accordance with N.J.S.A. 2B:12, as amended, and will serve for the term stated in that statute. The salary for the Judge shall be fixed and paid by the Provider according to its annual salary ordinance.

5. The Elk Joint Municipal Court shall have one Court Administrator, at least one Deputy Court Administrator, and such other necessary clerical or other assistants deemed necessary by the Provider. All personnel decisions shall be made at the sole and exclusive discretion of the Provider including the amount of salary to be paid to the Court Administrator, Deputy Court Administrator(s), and the staff according to the salary ordinance in effect and passed by the governing body of the Provider, as may be amended from time to time. Provider agrees, during the term of this Agreement, to maintain at least the mandated staffing requirements approved by the Municipal Court Division upon implementation of the Elk Joint Municipal Court herein.

6. The Elk Joint Municipal Court will be located at Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey 08343.

7. All expenses for administering the Elk Joint Municipal Court, including but not limited to salaries, costs of materials, and equipment shall be the sole responsibility of the Provider. Provider agrees to take whatever action is required to have the Elk Joint Municipal Court Security (both facility and personnel) implemented by the effective date of this Agreement.

8. The Borough and the Provider agree to notify their general liability insurance carriers that the municipalities will be maintaining a Joint Municipal Court at the Township of Elk Municipal Building in Elk, New Jersey.

9. The Elk Joint Municipal Court will have a single prosecutor who will be known as the “Prosecutor of the Elk Joint Municipal Court”. The Prosecutor shall be appointed by the governing body of the Provider. The appointment of the Prosecutor will be made after consultation with the Borough. The Prosecutor’s salary shall be set and paid by the Provider according to its annual salary ordinance.

10. The Elk Joint Municipal Court will have a single public defender who will be known as the “Public Defender of the Elk Joint Municipal Court”. The Public Defender shall be appointed by the governing body of the Provider. The appointment of the Public Defender will be made after consultation with the Borough. The Public Defender’s salary shall be set and paid by the Provider according to its annual salary ordinance.

11. The Provider shall be responsible for providing all personnel of the Elk Joint Municipal Court. Assignment of duties and administration of the functions of the Elk Joint Municipal Court will be made by the Elk Joint Municipal Court Judge and Elk Joint Municipal Court Administrator, and are subject to the oversight of the Vicinage Assignment Judge through the Municipal Division Office, and shall be in compliance with Rules of Court and the Administrative Office of the Court’s Policies and Directives.

12. The Elk Joint Municipal Court shall be under the exclusive authority and control of the Provider. The Borough shall not provide any direction or instruction to or discipline or reprimand any employees of the Elk Joint Municipal Court. All complaints, instructions, requests, questions, or other lines of communication shall be through the governing body of the Provider and the Administrator/Clerk of the Provider or their designees. All decisions and operations of the Elk Joint Municipal Court shall, however, be at the exclusive discretion and

under the exclusive control of the Provider subject to the Rules of Court, the Administrative Office of the Court and Vicinage Assignment Judge's Policies and Directives.

13. In the event that the Borough seeks to terminate this Agreement prior to or upon the expiration of the term, it shall provide at least six months written notice in advance to all parties of the date of the termination. In the event that Provider seeks to terminate this Agreement prior to or upon the expiration of the term, it shall provide at least twelve months written notice in advance to the Borough. This Agreement shall otherwise continue in accordance with the provisions of N.J.S.A. 2B:12-1(d) for a term of five years from the date of renewal of the Elk Joint Municipal Court, and may be renewed for successive five (5) year terms.

14. The Provider and Borough agree that as needed, the parties shall review the performance and operation of the Elk Joint Municipal Court in terms of its staffing and personnel, finances, case load, and such other factors as the Provider and Borough may deem appropriate.

15. The Provider agrees to collect all revenue derived from the operation of the Elk Joint Municipal Court and to remit those revenues to the respective municipalities based upon proceedings arising within the jurisdiction of the municipality by the fifteenth of the month for the previous month. All Public Defender fees derived from the operation of the Elk Joint Municipal Court shall be turned over to the respective municipalities on a monthly basis. The Provider shall provide to the Borough a report and accounting of all fees collected for the Municipal Court Alcohol Education and Rehabilitation Fund.

16. In return for Provider providing the Joint Municipal Court function pursuant to this Agreement, the Borough agree to pay to Provider the following sums:

a. As to the Borough of Clayton, the sum of \$105,000.00 for the first year payable in four (4) equal payments to Provider on March 1st; June 1st; September 1st; and December 1st for each year this Agreement remains in effect. For the second year, the sum of \$107,100.00 shall be payable in four (4) equal payments to the Provider. For the third year, the sum of \$109,242.00 shall be payable in four (4) equal payments to the Provider. For the fourth year, the sum of \$111,427.00 shall be payable in four (4) equal payments to the Provider. For the fifth year, the sum of \$113,655.00 shall be payable in four (4) equal payments to the Provider. In addition, on a monthly basis, the Borough of Clayton shall pay to the Provider a sum equal to the Public Defender fees received from the prior month.

17. The Provider and Boroughs agree to cooperate, seek, share, if required, any and all financial benefits, aid, funding, tax relief, credits, and the like available from other government units or entities, including the United States of America, the State of New Jersey, New Jersey's Regional Efficiency Aid Program (REAP), and/or the County of Gloucester, as a result of this shared service agreement and the parties agree to make any written submissions and to execute any documents required in connection with the foregoing.

18. The Borough shall furnish the Provider with two complete copies of the Borough's Code upon codification with ongoing supplements as necessary. Prior to codification of any newly adopted Ordinances, the Boroughs shall submit copies of all relevant Ordinances adopted after the start of the Elk Joint Municipal Court to Provider.

18. The Elk Joint Municipal Court shall hold regular Court sessions as determined by the Judge or Presiding Judge, subject to the approval of the Administrative Director of the

Courts pursuant to Rule 1:30-3. It is anticipated by the parties hereto that two regular court sessions shall be scheduled per month subject to the aforementioned provisions.

19. Provider shall provide standard courtroom security for all court sessions. Prisoner transport shall be the responsibility of the respective municipalities. The Borough shall provide additional security assistance, if required, for “high profile” cases appearing before the Elk Joint Municipal Court.

20. Accounting records for the expenses associated with the Joint Municipal Court operations will be maintained by Provider, and shall be available for inspection by the Borough upon request. Full accounting records of each calendar years joint municipal court operations will be available no later than the statutory municipal audit filing date of June 30th of the following year.

21. All municipal revenue accounts shall be reconciled on or before the 15th of each month pursuant to New Jersey Court Rule 7:14-4, Financial Control.

22. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only by a writing, which is signed by all of the parties hereto.

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

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

power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

25. This Agreement shall become effective on January 1, 2021 only after the following, as/if required:

a. The nomination and appointment by the Governor with the advice and consent of the Senate of the Judge of the Municipal Court pursuant to N.J.S.A. 2B:12-4, as amended.

b. The participating members authorizing the renewal of this Agreement for a new term pursuant to the terms of this Agreement.

26. Any notices with respect to this Agreement shall be sent as follows:

a. As to the Provider, Township of Elk, to the Mayor of Township of Elk with a copy to the Clerk/ Administrator at 680 Whig Lane, Monroeville, New Jersey 08343;

b. As to the Borough of Clayton to the Mayor of the Borough of Clayton with a copy to the Clerk/Administrator at 125 N. Delsea Drive, Clayton, New Jersey 08312-1698;

c.. As to the Judiciary to the Administrative Director at the Administrative Office of the Courts care of Assistant Director, Municipal Court Services at Hughes Justice Complex, 25 W. Market Street, PO Box 037, Trenton, New Jersey 08625.

d. As to the Assignment Judge at the Cumberland County Court House, 60 W. Broad Street, Bridgeton, New Jersey 08302.

e. As to the Municipal Division Manager at 19 N. Broad Street, Woodbury, NJ 08096.

IN WITNESS WHEREOF the parties have signed this agreement by their respective Mayors after having been duly authorized by the governing bodies of the Township of Elk and Borough of Clayton.

ATTEST

Township of Elk


By: Debora R. Pine
Township Clerk

Mayor Carolyn King-Sammons

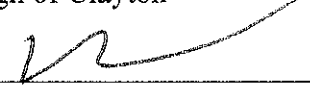
DATE: _____, 2020

ATTEST

Borough of Clayton



By: Christine Newcomb
Borough Clerk



By: Mayor Tom Bianco

DATE: 11/12, 2020