

**RESOLUTION 39 – 2015**  
**RESOLUTION AUTHORIZING THE**  
**EXECUTION AND DELIVERY OF A**  
**SHARED SERVICES AGREEMENT**  
**BETWEEN THE TOWNSHIP OF MANTUA,**  
**THE BOROUGH OF PITMAN, THE BOROUGH**  
**OF WENONAH AND THE BOROUGH OF**  
**WOODBURY HEIGHTS TO ESTABLISH**  
**A JOINT MUNICIPAL COURT TO BE KNOWN**  
**AS THE MANTUA JOINT MUNICIPAL COURT**

**WHEREAS**, the Township of Mantua, the Borough of Pitman, the Borough of Wenonah and the Borough of Woodbury Heights have each determined it to be in their mutual best interest to provide for the establishment of a Joint Municipal Court in the Township of Mantua and thereby abolish the municipal courts now established for each of the aforesaid municipalities; and

**WHEREAS**, N.J.S.A. 2B:12-1 et seq., authorizes the formation of a Joint Municipal Court provided that a written Agreement is entered into by each of the participating municipalities and by further providing that such Agreement is approved by and filed with the State of New Jersey, Administrative Office of the Courts and the Assignment Judge of the Superior Court for the vicinage; and

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

**WHEREAS**, each of the aforesaid municipalities have introduced or adopted enabling Ordinances establishing the aforesaid Joint Municipal Court;

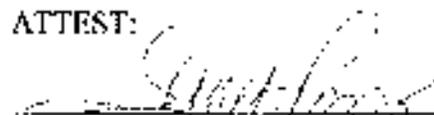
**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Woodbury Heights, in the County of Gloucester and State of New Jersey, with the Mayor concurring, that the annexed Shared Services Agreement between the Township of Mantua, and Boroughs of Pitman, Wenonah and Woodbury Heights is hereby authorized subject to the final and unappealable adoption of the aforesaid enabling Ordinances of each of the participating municipalities,

**BE IT FURTHER RESOLVED** that the Mayor and Clerk of the Borough of Woodbury Heights are hereby authorized to execute said Agreement and take such further actions necessary to effectuate the purposes of this Resolution and the Agreement between the parties.

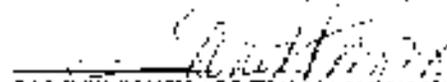
BOROUGH OF WOODBURY HEIGHTS

  
ROBBIE CONLEY, MAYOR

ATTEST:

  
JANET PIZZI, CLERK/ADMINISTRATOR

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at a Regular Meeting held on the 18th day of March, 2015.

  
JANET PIZZI, CLERK/ADMINISTRATOR

**SHARED SERVICE AGREEMENT BETWEEN**  
**THE TOWNSHIP OF MANTUA AND THE BOROUGH OF PITMAN AND THE**  
**BOROUGH OF WOODBURY HEIGHTS AND THE BOROUGH OF WENONAH**  
**TO ESTABLISH THE MANTUA JOINT MUNICIPAL COURT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the Township of Mantua, a Municipal Corporation, located in Gloucester County, New Jersey with an address of 401 Main Street, Sewell NJ 08051 hereinafter referred to as "Mantua" and the Borough of Pitman, a Municipal Corporation, located in Gloucester County, New Jersey with an address of 110 South Broadway, Pitman, NJ 08071 hereinafter referred to as "Pitman", and the Borough of Woodbury Heights, a Municipal Corporation, located in Gloucester County, New Jersey with an address of 500 Elm Avenue, Woodbury Heights, NJ 08097 hereinafter referred to as "Woodbury Heights" and the Borough of Wenonah, a Municipal Corporation, located in Gloucester County, New Jersey with an address of 1 South West Avenue, Wenonah, NJ 08090 herein referred to as "Wenonah" which Agreement is intended to establish the Mantua Joint Municipal Court.

**WHEREAS**, the Municipalities have determined it to be in their mutual best interest to provide for Joint Court Facilities, Personnel, and Resources for use by their respective Municipal Courts with Mantua as the lead agency;

**WHEREAS**, N.J.S.A 2B:12-1 *et seq* authorizes the formation of a joint municipal court provided that an agreement is entered into by all of the Municipalities and provided that such Agreement is approved by and filed with the State of New Jersey Administrative Office of Courts and the Assignment Judge of the Superior Court of New Jersey, Gloucester County; and

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

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the Municipalities agree as follows:

**A. SERVICES TO BE PROVIDED:**

1. Mantua agrees to provide for Joint Municipal Court Facilities, Personnel, and Resources with Pitman, Woodbury Heights and Wenonah at its court building or at another location as determined by Mantua;
2. Pursuant to the authority of N.J.S.A. 2B:12-1 *et seq* and ordinance adopted by Mantua, Pitman, Woodbury Heights, and Wenonah, the municipalities shall establish

a single joint court entitled "Mantua Joint Court" hereinafter referred to as "The Mantua Joint Municipal Court".

3. The Judge of the Mantua Joint Municipal Court shall be nominated and appointed by the Governor of the State of New Jersey with the advice and consent of the Senate of the State of New Jersey pursuant to N.J.S.A. 2B:12-4(b). If for any reason the appointed judge is unable to serve or if a judge is not appointed as provided in N.J.S.A. 2B:12-4(b), an Acting Judge shall be appointed by the Assignment Judge as provided in N.J.S.A. 2B:12-6. The salary for the Judge shall be under the salary ordinance of the Township of Mantua for the duration of each term and the Judge shall be an employee of the Township of Mantua for the duration of each term.
4. Mantua shall use both its current and supplemental Court Professionals including Judges, Prosecutors, and Public Defenders- in court operations; and shall be solely responsible for the salary, wages, and any associated benefits that may be provided to these Court Professional for the term of the Agreement.
5. The Municipal Court Administrator, Deputy Court Administrators shall be appointed pursuant to NJ Court Rules 1:34-3. Other municipal court personnel shall be appointed by the Township of Mantua.
6. The Prosecutor, Conflict Prosecutor, Public Defender, Conflict Public Defender shall be appointed by the Township of Mantua.
7. Mantua shall assume full control and authority in the delivery of Joint Municipal Court Facilities, Personnel, and Resources upon the completion of the agreement.
8. Mantua Joint Court Facilities will include the courtroom, offices(s) and storage space for court administration, judge's chamber, prosecutor office and archive storage. Mantua shall furnish all facilities, such as courtroom, judge's chamber, administrator's office, violations bureau, recording equipment, phones, computer filing cabinets and furniture for the proper administration of justice in the Mantua Joint Municipal Court.
9. Assignment of duties and administration of the functions of the Mantua Joint Municipal Court shall be made by the Mantua Joint Municipal Court Judge in compliance with the Rules of Court and the policies and directives of the Administrative Director of the Courts. Pursuant to NJ Court Rules 1:30-3(a) and 1:30-4, the Mantua Joint Municipal Court Judge shall fix the hours of the court

sessions and court office subject to the review of the Vicinage Assignment Judge and approval of the Administrative Director of the Courts.

10. Vicinage management shall review staffing efficiency and caseload statistics with the Provider and the Recipients on a six (6) month and one (1) year mark to ensure proper staffing is maintained.
11. Mantua shall provide standard courtroom security for all court sessions. Each Municipality shall provide (1) court liaison to oversee and manage their cases. In the event a Municipality's liaison is not available for court session and a substitute is also not available, the Municipal Prosecutor shall have the authority to resolve cases pursuant to applicable rules.
12. Each police department will be responsible for transporting bail, tickets, cases, and relevant information on a daily basis by noon to the Mantua Joint Municipal Court.
13. Mantua will be responsible for repairs, maintenance, or replacement of any damaged or unusable facilities equipment, and furniture in the joint courtroom, court related offices, and municipal public space.
14. "Pitman", "Woodbury Heights", and "Wenonah" will be the supported municipality under the terms of this Agreement.
15. "Pitman", "Woodbury Heights" and "Wenonah" shall furnish the Mantua Joint Municipal Court (2) two copies of the municipal ordinances or the Borough Code with ongoing supplements necessary.

**B. PAYMENT BY RECIPIENTS:**

1. Each Recipient shall pay the Provider the annual sums listed below. Payment shall be made in four quarterly installments. Bills and vouchers will be submitted by the Provider to each Recipient quarterly before the 15<sup>th</sup> day of March, June, September and December. The bills will be paid by the Recipient before the last business day of the aforementioned months.

	2015
Provider – Mantua	\$110,000.00
Pitman	\$ 132,000.00
Woodbury Heights	\$ 99,000.00
Wenonah	\$ 39,000.00
	\$380,000.00

2. Each Recipient's payment shall increase annually beginning ~~January~~ April 1, 2016 by the amount of 2% or the CPI for the Philadelphia Region for the fourth quarter of the preceding year whichever amount is greater.
3. Notwithstanding the provisions of paragraph B.2. above, the caseload/volume for each municipality shall be reviewed on an annual basis. If any municipality's caseload/volume increases or decreases by 25% from the prior year, then the municipalities' annual payment shall increase or decrease, respectively, in the amount of 10% commencing with the next quarterly payment.
4. Recipients shall pay 1/4 of the annual payment set forth at Paragraph (B)(1) above on ~~March 31st, June 30th, September 30th and December 31st~~ directly to the Township of Mantua:
5. Any monies collected, forfeited or escheated on summons/warrants/tickets or other charges issued by a Municipality's police department or any other law enforcement entity or by any private citizen pursuant to a local ordinance violation or pursuant to the statutes and administrative regulation of the State of New Jersey shall be paid and forwarded by the Municipal Court to the Chief Financial Officer of the Municipality where the offense was committed. Distribution of such monies shall be made by the fifteenth of the month for the previous month directly to the respective municipalities along with a copy of the monthly cashbook.
6. There will be segregated accounts kept for Public Defender fees. Public Defender fees shall be remitted to Mantua Township, however, Mantua Township shall provide a credit to the participating municipalities against their annual payment in an amount equal to the fee collected. The monies remaining in the POAA, DWI or Public Defender fee accounts should be turned over to Mantua effective April 1, 2015. Thereafter, POAA monies should be remitted back to Mantua with the quarterly fees. DWI money should be remitted to Mantua annually upon receipt. There will be segregated accounts kept for any DWI (Chapter 531, Laws of 1983) grant money, disseminated to participating municipalities. Pursuant to Judiciary procedures, in applying for permissions from the Assignment Judge to use the funds, the Municipal Court Judge and Administrator shall keep separate accounting and use funds for cases only from the jurisdiction of that particular case. Funds shall roll over from year to year in a segregated account with the express use by the Joint Municipal Court. In the event of a dissolution, the funds for each jurisdiction shall be remitted back to that jurisdiction within thirty (30) days.

There will be segregated accounts kept for any Parking Offense Adjudication Act (POAA) (Chapter 137, Laws of 1989) funds. Each month, the Municipal Court

Administrator shall remit any POAA funds to each individual municipality. It will be the responsibility of the recipient municipalities to remit those funds back to the Township of Mantua for deposit into an aforementioned account. Pursuant to Judiciary procedures, in applying for permission from the Assignment Judge to use the funds, the Municipal Court Judge and Administrator shall keep separate accounting and use funds for parking cases only from that particular jurisdiction. Funds shall roll over from year to year with the express use by the Joint Municipal Court. In the event of a dissolution, the funds for each jurisdiction shall be promptly remitted back to that jurisdiction within thirty (30) days.

In the event the municipalities comprising the Joint Municipal Court desire to pursue an Alternate Method of Collection pursuant to the SUPREME COURT PROCEDURES GOVERNING THE PRIVATE COLLECTION OF MUNICIPAL COURT DEBT UNDER L. 2009, C. 233, collection of such fees by a third-party shall be authorized by the participating municipalities. It is understood and agreed that a provision will be written into any contract for collection services that in the event of a dissolution of the joint court, the collection contract will also be dissolved.

7. The Recipients and Provider agree to notify their general liability insurance carriers that those municipalities will be maintaining a joint court at the Mantua Township Court Building and agree to obtain liability insurance in the name of the municipality for the conduct and accounts of the Court located in the Mantua Township Court Building.
8. The Mantua Joint Municipal Court shall become effective and commence on April 1, 2015 and on that date the Municipal Court hereto existing for Pitman, Woodbury Heights and Wenonah shall be abolished, and that court's functions, powers, duties and records shall be transferred to the Mantua Joint Municipal Court established pursuant to this agreement and by the ordinances of Township of Mantua and Borough of Pitman, Borough of Woodbury Heights and Borough of Wenonah. Cases established in the participating municipalities on and after April 1, 2015 shall be prosecuted in the Mantua Court established pursuant to this agreement and by the ordinance of the Township of Mantua, Borough of Pitman, Woodbury Heights and Borough of Wenonah.
9. Said Mantua Joint Municipal Court shall continue indefinitely after a 3 year initial contract period on a year to year basis unless terminated by either Mantua, Pitman, Woodbury Heights or Wenonah adopting an ordinance providing for the withdrawal by the municipality. However, no such ordinance may be adopted until six months after notice of the proposed withdrawal has been given to the other municipalities participating in the Joint Court.

10. It is understood by both parties that in the event of a dissolution, the cases that have been initiated during the joint court will remain with the home court of Mantua to be adjudicated with monies disbursed to the municipality of jurisdiction.
11. Mantua may solicit and add other municipalities to the Mantua Joint Municipal Court. In the event that a contract with an additional municipality is pending, Mantua will present the anticipated impacts on staffing and operating expenses to the Joint Municipal Court Advisory Committee and recommend adjustments to the annual base fee associated with providing Joint Municipal Court Facilities, Personnel, and Resources, as appropriate. Incremental capital costs or implementation expenses shall be the shared responsibility of the incoming municipal party to the Agreement and Mantua.
12. The provisions of this Agreement shall be subject to modification from time to time and may be amended by the parties by mutual agreement, including passing of duplicate resolutions or ordinances when necessary by the respective municipalities. Any and all amendments to this agreement are subject to the approval of the Vicinage Assignment Judge and the Administrative Office of the Courts
13. This agreement will become effective only after an ordinance duly authorized by the governing bodies of the municipalities of Pitman, Woodbury Heights, Wenonah and Mantua have been passed and are effective authoring the establishment of a Joint Municipal Court and the entering into of this agreement and with the filing of this agreement together with copies of the authorizing ordinances of the municipalities with the Director of the Administrative Office of the Courts and the Assignment Judge.
14. Any notices with respect to this agreement shall be sent as follows:
  - a. Township of Mantua -- Township Administrator- 401 Main Street, Mantua, NJ 08051.
  - b. Borough of Pitman -- Borough Administrator -- 110 South Broadway, Pitman, NJ 08071.
  - c. Borough of Wenonah -- Borough Administrator - 1 South West Avenue, Wenonah, NJ 08090
  - d. Borough of Woodbury Heights -- CFO- 500 Elm Avenue, Woodbury Heights, NJ 08097
  - e. Administrative Director of the Courts- c/o Assistant Director, Municipal Court Services, Hughes Justice Complex, 25 W. Market St, P.O. Box 037, Trenton, NJ 08625

- f. Assignment Judge- Vicinage 15, Cumberland County Courthouse, 60 W. Broad Street, Woodbury, NJ 08096.

**IN WITNESS WHEREOF**, the undersigned representatives for the Municipal parties to this Agreement do represent with their signatures that the Municipal entity for which they are an elected or appointed official has duly adopted this Agreement pursuant to a valid Ordinance and resolution.

**ATTEST:**

\_\_\_\_\_  
Jennica Bileci, Township Clerk

**TOWNSHIP of MANTUA  
BY:**

\_\_\_\_\_  
PETER SCIRROTTO, Mayor

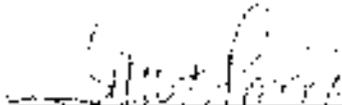
**ATTEST:**

\_\_\_\_\_  
Judith O'Donnell, Borough Clerk

**BOROUGH of PITMAN  
BY:**

\_\_\_\_\_  
RUSSELL JOHNSON, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Janet Pizzi, Borough Clerk

**BOROUGH of WOODBURY  
HEIGHTS:  
BY:**

  
\_\_\_\_\_  
ROBBIE J. CONLEY, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sweeney, Borough Clerk

**BOROUGH of WENONAH:  
BY:**

\_\_\_\_\_  
JOHN R. DOMINY, Mayor