

9/05/07

Interlocal Services Contract
between the
Township of Washington
and the
Borough of Califon
to provide for the
Sharing of Facilities, Personnel and Resources
By their Municipal Courts

WHEREAS the Borough of Califon located in the County of Hunterdon and the Township of Washington located in the County of Morris, State of New Jersey, having determined it to be in their mutual best interests to provide for the Sharing of Facilities, Personnel and Resources by their respective Municipal Courts as authorized by N.J.S.A. 2B:12-1.C., hereby agree as follows:

WITNESSETH

1. **Establishment of Shared Courts.** The Township of Washington, hereinafter referred to as "Washington," and the Borough of Califon, hereinafter referred to as "Califon," hereby agree to provide for the sharing of facilities, personnel, and resources by the Washington Township Municipal Court and the Califon Municipal Court, as authorized by N.J.S.A. 2B:12-1.C., which arrangement shall hereinafter be referred to as the "Shared Courts."
2. **Location of the Shared Courts.** The Shared Courts, including the Court Room and Court Administrative offices and all Court Sessions will be located and conducted at 43 Schooleys Mtn. Road, Long Valley, New Jersey in the Washington Township Municipal Building.

3. **Court Revenues.** The parties will each receive and retain all fines generated by all cases on their respective Court dockets as is currently provided and in accordance with the applicable statutes.
4. **Operating Costs and Expenses.** During the initial term of this Shared Court agreement, the Borough of Califon shall compensate Washington Township with a flat annual fee of \$10,000.00, based on a 12 month term; which fee shall be pro-rated for a term less than 12 months. The annual fee will be payable upon execution of this Agreement subject to receipt of the approvals referenced in paragraph 16. In the event that court costs are required by law to be paid to the Borough of Califon, the Borough shall reimburse the Township for all such costs in accordance with paragraph 7. The parties further agree that any forms or supplies, as set forth on Exhibit A, which are specifically utilized by one Municipal Court, shall be the sole responsibility of that Municipal Court and shall not be a shared expense. If these forms and supplies are ordered by Washington Township for the Califon Municipal Court, the Borough of Califon shall reimburse the Township upon submission of vouchers in accordance with paragraph 7.
5. **Salaries, Wages and Benefits.** The salaries, wages and benefits, including FICA, PERS Contributions, worker's compensation insurance and group health insurance, of all shared personnel of the Shared Courts, including Judge(s), Prosecutor(s), Public Defender(s), Court Administrator, Deputy Court Administrator(s) and clerical personnel shall be paid by the Township of Washington.
6. **Shared Courts Liaison Committee.** There is hereby established a Shared Courts Liaison Committee consisting of eight members, being the Mayors, Business Administrators, and two members of the governing body from each municipality. The Committee shall meet at such times and places as deemed necessary, but in no event less than quarterly, and shall be responsible for acting as liaison between the Shared Courts and the governing bodies, consistent with the overall responsibility for the administration of the Municipal Courts by the Assignment Judges of the Superior Court of New Jersey for Morris and Hunterdon Counties in accordance with R. 1:33-4(a).. Each party hereto shall notify the other party of

the names of its Committee representatives annually within 15 days of their respective reorganization meeting.

7. **Accounting.** Califon shall reimburse Washington monthly by voucher not more than thirty (30) days following the submission of proper vouchers by Washington to Califon. Accounting records for the Shared Courts will be maintained by Washington and shall be available for inspection by Califon.
8. **Personnel and Appointments.** The parties agree that the Shared Courts will share personnel, as authorized by Statute, including Judge(s), Prosecutor(s), Public Defender(s), Court Administrator, Deputy Court Administrator(s) and clerical personnel, and that the compensation of such personnel shall be included in the shared operating expenses as provided in Paragraphs 4 and 5 above. The parties agree that the initial staffing of these positions shall be from among the personnel currently employed or appointed and serving Washington Township. Future hiring and appointments shall initially be addressed by the Committee, which shall receive applications, review qualifications, interview candidates and make recommendations to each municipality. It is the intent and purpose of this Agreement that the governing bodies of Washington and Califon will provide for simultaneous terms of all appointed positions and will simultaneously appoint the same individuals to the same positions pursuant to the Committee recommendations. Notwithstanding that Washington and Califon appoint the same persons Judge, Prosecutor, or Public Defender, the jurisdiction of the Municipal Court of each municipality shall be separate and each municipality retains its right of appointment as provided in N.J.S.A. 2B:12-4 (Judge) 2B:24-3 (Public Defender) and 2B:25-4 (Prosecutor) and in applicable case law.
9. **Term.** The initial term of this Agreement shall commence on January 1, 2008 and will terminate on May 31, 2008. This Agreement may be renewed for a five (5) year term upon agreement by the parties and on terms as may be negotiated between the parties.
10. **Existing Cases.** Califon has given proper notice of its withdrawal from the North Hunterdon Municipal Court, a Joint Court

arrangement, and will provide for the matters which came within the jurisdiction of such Court prior to January 1, 2008 to remain under the jurisdiction of the North Hunterdon Municipal Court unless the Assignment Judge directs otherwise.

11. **Extension of Interlocal Police Services Contract.** Upon renewal of this Agreement, the Parties shall execute an amendment of the Interlocal Police Services Contract between Washington and Califon to provide for an extension of the term thereof to run concurrently with the renewed term of this agreement on such terms and conditions as may be negotiated between the parties.
12. **Amendment.** This Agreement shall only be amended by writing adopted under the same statutory procedures governing the adoption of this Agreement.
13. **Entire Agreement.** 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.
14. **Severability.** 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.
15. **No Waiver.** 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.
16. **Approval by the Superior Court.** The Parties acknowledge that this Agreement is contingent upon and subject to the approval of the Assignment Judges of the Superior Court of New Jersey, Morris County and of the Superior Court of New Jersey, Hunterdon County and such other approvals as may be required by law.

9/05/07

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective mayors and their corporate seals affixed hereto and attested by their respective clerks the day and year first above written.

ATTEST:

BOROUGH OF CALIFON

Laura Eldsvaag, Municipal Clerk

Walter Burnett, Mayor

ATTEST:

TOWNSHIP OF WASHINGTON

Dianne Gallets, Municipal Clerk

Kevin Walsh, Mayor

9/05/07

EXHIBIT A
MUNICIPAL COURT FORMS AND SUPPLIES

Uniform Traffic Tickets

Blue bar paper

Jail Commitments

Recognizance Forms

IDRC Forms

Scheduling Orders

Mailers

Folders

Envelopes

Computer ink/toner

Postage

Memberships

Miscellaneous forms