

CITY OF VINELAND, NJ

RESOLUTION NO. 2023- 414

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE CITY OF MILLVILLE AND THE CITY OF VINELAND FOR TEMPORARY MUNICIPAL COURT SERVICES PURSUANT TO SUPERIOR COURT ORDER.

WHEREAS, on August 21, 2023 the Honorable Benjamin C. Telsey, A.J.S.C. determined that the Millville Municipal Court was unable to administer and manage its pending and newly filed cases due to the lack of staffing in Court Administration and the resignation of the Millville Municipal Court Judge; and

WHEREAS, Vineland Municipal Court facility has two fully functioning court rooms and is willing to assist the City of Millville in conducting court sessions on a temporary basis provided there is no additional cost to the taxpayers of the City of Vineland in the proper operation of the Millville Municipal Court; and

WHEREAS, Judge Telsey entered an Order dated August 21, 2023 ordering the Temporary Transfer of Municipal Court Cases from the Millville Municipal Court located in Millville to the Vineland Municipal Court so as to ensure continuity of services and to minimize any inconvenience to the public “with staffing and payment arrangements to be coordinated between the two municipalities.”

WHEREAS, N.J.S.A. 2B:12-1(c) allows two or more municipalities, by ordinance or resolution, to agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts without establishing a joint municipal court;

WHEREAS, a shared services agreement for the use of the Vineland Municipal Court Complex and associated court administration and professional services, among other court services is necessary so the parties understand and acknowledge their responsibilities regarding the services required pursuant to Court Order; and

WHEREAS, the parties are authorized, pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A.40A: 65-1, et seq., to enter into a shared services agreement with any other local unit to provide or receive any service that each local unit could perform on its own.

WHEREAS, the Parties wish to outline their respective duties and obligations relative to the provision of Municipal Court Services.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Shared Services Agreement by and between the City of Vineland and the City of Millville for Temporary Municipal Court Services in the form and substance as attached hereto and made a part hereof subject to non-material changes as directed by the City Solicitor.

CITY OF VINELAND, NJ

BE IT FURTHER RESOLVED that the City of Vineland shall notify the Division of Local Government Services as required by law as well as the Vicinage 15 Assignment Judge.

Adopted:

President of Council

ATTEST:

City Clerk

SHARED SERVICES AGREEMENT FOR THE SERVICE OF A MUNICIPAL
COURT ADMINISTRATION

THIS SHARED SERVICES AGREEMENT ("Agreement") is entered into this ____ day of April, 2022, by and between the CITY OF VINELAND ("Vineland"), a New Jersey municipality having municipal offices at 640 East Wood Street Vineland, New Jersey 08360 and the CITY OF MILLVILLE ("Millville"), a New Jersey municipality having municipal office at 12 South High Street, Millville, NJ 08332.

WITNESSETH

WHEREAS, the Uniform Shared Service and Consolidation Act, N.J.S.A. 40A:65-1, et. seq., authorizes municipalities to enter into agreement for the exchange and sharing of services; and

WHEREAS, N.J.S.A. 2B: 12-1 (c) allows two or more municipalities, by ordinance or resolution, to agree to provide jointly for courtrooms chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court; and

WHEREAS, the Honorable Benjamin C. Telsey, Assignment Judge of Vicinage 15, has determined that the City of Millville Municipal Court is temporarily unable to conduct court sessions and provide related court services based on the lack of a Municipal Court judge and lack of sufficient court administration and staff;

WHEREAS, Millville seeks to ensure that pending and newly filed Millville Municipal Court cases are handled in a manner to ensure continuity of services and to minimize any inconvenience to the public; and

WHEREAS, Vineland has indicated its willingness for the Vineland Municipal Court, on a temporary basis, to conduct proceedings in Millville Municipal Court (including both virtual and in-person formats), and to provide other court services (eg. process bail payments, answer customer service inquiries); and

WHEREAS, Judge Telsey had determined that taking emergent action is necessary to ensure that Millville Municipal Court cases and services can continue; and

WHEREAS, consistent with the above, Judge Telsey has ordered that, as promptly as can be effectuated, all proceedings in pending and newly filed Millville Municipal Court cases, as well as other related court services, shall be transferred to the Vineland Municipal Court for handling by that court, with staffing and payment arrangements to be coordinated between the two municipalities; and

WHEREAS, as directed by Judge Telsey, Vineland and Millville have agreed to negotiate a Shared Services Agreement for Vineland to provide municipal court services for Millville in order to ensure the continuation of Millville Municipal Court cases, both pending and newly filed cases; and

WHEREAS, Vineland and Millville anticipate that the need for services contemplated by this Agreement will be of short duration, potentially for a period of approximately thirty (30) days; and

WHEREAS, Vineland has agreed to allow Millville to utilize the Vineland Court facility, and staff, with each Court retaining its own identity; and

WHEREAS, the Vineland and Millville shared municipal court shall be operated as two separate courts, with Vineland being the host and providing the services described herein; and

WHEREAS, Vineland and Millville have or shall adopt the appropriate resolutions agreeing to sharing of the Vineland Court facilities, staff and court personnel; and

WHEREAS, Vineland and Millville hereby agree that it is in each municipality's best interests to share a Municipal Court facility and staff, under the terms and conditions referenced herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the exchange of mutual covenants and conditions and such other consideration as set forth in this Agreement and as authorized by the provisions of N.J.S.A. 40A:65- 1, et. seq., and 2B:12-1(c), Vineland and Millville agree as follows:

1. **INCORPORATION OF PREAMBLE:** All of the provisions of the preamble set forth above are repeated and incorporated herein by this reference thereto as if set forth at length.

2. **SCOPE OF SERVICES/OBLIGATIONS OF PARTIES:**

- a) Vineland shall make its court facilities available for Millville to process its municipal court cases, including pending cases as well as newly filed cases at no cost to Millville. No charge shall be made to Millville for the cost of maintenance and upkeep provided Millville relocates back to Millville Municipal Court in Millville within a period of 30 days. Should the term exceed 30 days, Vineland reserves the right and Millville agrees to share proportionately in maintenance, upkeep and cleaning of the facility, based upon the sessions it will have and the cost of such services including the cost from the first date Millville commences operations out of Vineland facility. The formula shall be that percentage of use a total of sessions for Vineland, Millville and Maurice River Township as the denominator and the sessions for each municipality as the numerator times the average cost for such services per year to be paid on a bi-weekly basis.
- b) Millville court days will be all day on Monday with Judge Giordano, Tuesday afternoon with Judge VanEmbden (or another judge selected by Vineland), and Tuesday evenings with Judge Armano. Millville shall reimburse the City of Vineland for all compensation and costs associated with the services provided by the judges for Millville cases.
- c) Millville will supply, and compensate directly, the Prosecutor and Public Defender to handle Millville cases. The Millville Prosecutor shall be responsible for processing all discovery and will be responsible for assuring that all witnesses and Police are available for trial.

- d) Millville will provide its own trained employees to process Millville's cases on court days. To the extent Millville does not have a sufficient number of trained employees to manage its cases, Vineland employees shall be utilized to assist with the processing of Millville's cases. Vineland employees shall keep track of all time spent on Millville cases and Millville shall compensate Vineland for all services provided by Vineland employees at the contract rate paid for each such employee, including any payroll taxes or other payments by Vineland for the benefit of those employees. If the hours spent by any Vineland employee in any pay period exceeds the contract or statutory threshold for the payment of overtime, Millville shall be responsible for the payment of all overtime for those employees.
- e) Vineland will not provide storage facilities for any Millville case files, except for active cases. Millville shall be responsible for transporting all Millville case files to and from Vineland Municipal Court.
- f) Millville shall provide, at its own expense, Millville police officers to provide security coverage in the courtroom on all Millville Municipal Court hearing days but shall utilize the assistance of Vineland's police should an arrest be necessary
- g) All costs and expenses associated with Millville Court, whether it is Vineland employees and Professionals (including Vineland police officers), or Millville employees and professionals will be paid at their contractual rate, including Overtime rates for Tuesday evenings and other times necessary to keep the Courts operating within acceptable parameters.
- h) Millville will arrange for their phone number and mail to be forwarded to the Vineland Municipal Court so people can still call and/or mail Millville Municipal Court. They should arrange an answering service as well with the appropriate message.
- i) Millville shall make payments required within two (2) weeks of receipt of a bill from Vineland detailing all of the costs expenses incurred by Vineland pursuant to this Agreement and for which Millville is responsible for payment.
- j) Separate Courts. The identities of the individual courts shall continue to be expressed in the captions of orders and process. Vineland and Millville's records, revenues, fees, Public Defender funds collected pursuant to N.J.S.A. 2B:24-17 and fines shall be administered, reported, deposited and audited separately by each respective municipality. Collection of any fines and costs ordered for each respective municipality shall be the responsibility of said municipality to collect, including ordinance violations, court costs and Public Defender fees. All Millville personnel responsible for collection of fines and costs for Millville cases shall be bonded as required by law. Millville shall be responsible for the delivery of all pertinent court records and filing cabinets to Vineland for storage and use as necessary.

- k) Millville shall provide a recorded message on the former court telephone lines and provide interested persons with the new court location and contact information.

3. TERM OF SHARED SERVICE AGREEMENT

This Shared Services Agreement shall commence September 4, 2023, and remain in effect until such time as Millville is able to resume operations of its Municipal Court facilities in Millville and no longer needs the services to be provided by Vineland. The discontinuation of services under this Agreement shall not be terminated without the approval of the Vicinage 15 Assignment Judge. Millville shall expeditiously take all steps necessary to comply with the Administrative Office of the Courts and Assignment Judge regarding the reopening of the Millville Municipal Court in the City of Millville. Alternatively, Millville shall consider a long term Shared Service Agreement with the City of Vineland to share municipal court services in Vineland after 30 days use of Vineland facilities, staff and professionals.

4. COURT REVENUE

Beginning on the effective date of this Agreement, Vineland agrees to collect, when applicable, court-related revenues for Millville. For purposes of depositing Millville proceeds, i.e. fines, court costs and Public Defender funds arising out of caseload, Millville shall continue with its existing account with _____ Bank. Millville shall be responsible for completing all paperwork necessary to facilitate deposits by Vineland personnel. All deposits shall be made expeditiously and revenues recorded by Vineland personnel in accordance with all applicable federal, state, local and Administrative Office of the Courts and applicable audit laws, standards and guidelines. Vineland shall provide to Millville monthly reports identifying all revenue received by the IVRT Municipal Court and deposited to Millville Municipal Court account.

5. RECORDS

Vineland and Millville municipal court records shall be maintained separately from each other. All records are confidential unless otherwise determined by State Law and access will only be given to authorized court staff or Administrative Offices of the Courts personnel in accordance with applicable state laws or guidelines. Millville shall transfer or deliver to Vineland for adjudication by the shared municipal court (1) all Millville summonses, tickets, or citations arising on or after the effective date of this Agreement (2) all Millville summonses, tickets or citations which adjudication has not been completed as of the effective date of this Agreement and (3) all Millville records maintained by the Municipal Court in accordance with Directive #3-01, "Judiciary-State of New Jersey Records Retention Schedule" and any supplements adopted thereafter.

6. BOOKS, AUDITS AND BUDGET

Upon the termination of this Agreement, Vineland and Millville shall arrange and pay for an audit for the books of the Millville Municipal Court, which audit shall be prepared generally in accordance with the requirements of the Local Fiscal Affairs Law N.J.S.A. 40A:5-1, ET SEQ. Full accounting records of the operations shall be made available to address Millville inquiries and those of the auditors. Vineland shall submit the proposed municipal court budget for the calendar year for approval by the Assignment Judge pursuant to R. 1:33-4.

7. INSURANCE AND INDEMNIFICATION

A. Insurance coverage shall be obtained by Vineland that protects the shared municipal court facilities and its personnel from claims against them arising out of bodily injury, property damage, personal injury or civil rights violations and such other coverage as may be necessary without regard to whether the claim is attributable to Vineland cases or Millville cases. Vineland shall continue to provide liability insurance which protects Vineland's employees and/or facilities subject to the cost sharing arrangement set forth herein.

B. The Parties to this Agreement acknowledge that the shared municipal court employees are exclusively Vineland employees, except for any employees provided by Millville to assist in the performance of this Agreement. Vineland and Millville shall each be responsible for any claims made by or against its employees providing services pursuant to this Agreement in defense of any and all claims against said employees arising out of any act or omission of the employees, including but not limited to Workers Compensation Claims.

C. Vineland and Millville shall each name the other party as an additional insured on its liability policies pertaining to the municipal court or their own court personnel.

8. ADDITONAL PARTIES

Vineland may enter into agreements with other municipalities for the use of its court facilities and personnel on such terms as Vineland deems appropriate. Vineland may permit the use of the facilities and personnel on a temporary basis to other municipalities and the County of Cumberland. Vineland may also permit the use of its facilities for Vineland administrative hearings.

9. MISCELLANEOUS PROVISIONS

A. The governing bodies of Vineland and Millville are authorized to enter into this Shared Services Agreement with each other pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.

B. COOPERATION WITH THE ADMINISTRATIVE OFFICES OF THE

COURTS

Both Vineland and Millville agree to fully cooperate with the AOC, Municipal Court Services Division and the Assignment Judge of the Vicinage to provide all required information.

Millville shall expeditiously take all steps necessary to comply with the Administrative Office of the Courts and Assignment Judge regarding the reopening of the Millville Municipal Court in the City of Millville. Alternatively, Millville shall consider a long term Shared Service Agreement with the City of Vineland to share municipal court services in Vineland.

Whenever written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been given if personally delivered to the appropriate Municipal Clerk 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:

As to Vineland: Attention: Keith Petrosky
 Vineland Municipal Clerk
 640 East Wood Street

Vineland, New Jersey 08360

As to Millville: Attention: Jeanne Parkinson
 Millville City Clerk
 12 South High Street
 Millville, New Jersey 08332

- C. 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 forbids such Agreement, all other sections of the Agreement shall remain in full force and effect.
- D. This Agreement may be modified from time to time by mutual agreement and authorizing resolutions of the respective governing bodies.
- E. This Agreement may not be assigned by either municipality
- F. Should either Vineland or Millville be entitled to any funding for special sessions of the municipal court, such funding shall be for the sole benefit of that municipality for whom the fund is awarded and shall not impact the cost calculations for the shared services. Should the shared municipal court be the direct beneficiary of any grants, excluding such grants for the court facility, such grant funding shall be applied on a pro rata basis in accordance with the parties' respective percentages of costs established herein, to reduce the costs for Vineland and Millville.

10. DISPUTES

This Agreement shall be governed by the laws of the State of New Jersey. In the event of a dispute arising out of this Agreement, the parties agree that they shall immediately meet and make a good faith effort to resolve said dispute and may submit for resolution by way of mediation to the Gloucester, Salem, Cumberland County Assignment Judge. In the event that the dispute cannot be resolved amicably after submitting to mediation, then the parties agree that all disputes and claims relating to this Agreement shall be settled by arbitrators in accordance with the American Arbitration Association. Upon application by either municipality for the hearing and adjudication of a dispute or claim, the recipient of the application shall proceed with arbitration hearings. The Parties agree to abide by and be bound by the decision and award of the arbitrators, and that a judgment may be entered in court upon the award being made pursuant to this subsection of the Agreement.

11. COMPLETE AGREEMENT

This Agreement contains the complete understanding as to the operation of court services by Vineland and Millville and no other promises or agreements shall be binding unless signed by the 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, Vineland and Millville indicate they have carefully read and understand the terms of this Agreement, enter into this Agreement knowingly and voluntarily, understand its terms and intend to abide by its provisions. Both parties acknowledge that their respective attorneys have reviewed the documents and each party has relied upon their legal representatives.

In the event the parties elect to enter into a long-term agreement for shared court services, the parties shall negotiate a new agreement and the terms of this Agreement shall not be binding on either party.

12. APPROVAL

This Agreement is subject to the approval of the Honorable Benjamin Telsey, Assignment Judge Vicinage 15 and the adoption of Resolutions of the Governing Bodies of Vineland and Millville

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective Mayors and their municipal seals affixed hereto and attested by their respective Clerks the day and year first written above to be effective on the date defined by this Agreement.

ATTEST:

Keith Petrosky, City Clerk

Anthony R. Fanucci, Mayor

ORDER PREPARED BY THE COURT

IN THE MATTER OF THE
TEMPORARY TRANSFER OF
CASES FROM MILLVILLE
MUNICIPAL COURT TO
VINELAND MUNICIPAL COURT
(CUMBERLAND COUNTY)

SUPERIOR COURT OF NEW JERSEY
VICINAGE 15 (CUMBERLAND,
GLOUCESTER AND SALEM COUNTIES)

ORDER

TEMPORARY TRANSFER OF
MUNICIPAL COURT CASES

THIS MATTER has been opened by the Court pursuant to the responsibilities and authority of the Assignment Judge under Rule 1:33-4(a) – (f) of the Rules Governing the Courts of New Jersey to administer and manage all courts within the Vicinage efficiently and effectively.

WHEREAS:

1. The Millville Municipal Court is temporarily unable to conduct court sessions and provide related court services based on the lack of a Municipal Court judge and lack of sufficient court administration staff; and
2. The City of Millville seeks to ensure that pending and newly filed Millville Municipal Court cases are handled in manner to ensure continuity of services and to minimize any inconvenience to the public; and

3. The City of Vineland has indicated its willingness for the Vineland Municipal Court, on a temporary basis, to conduct proceedings in Millville Municipal Court cases, with such cases to be scheduled and conducted in the Vineland Municipal Court (including both virtual and in-person formats), and to provide other court services (e.g., process bail payments, answer customer service inquiries); and
4. Taking this emergent action is necessary to ensure that Millville Municipal Court cases and services can continue.

IT THEREFORE IS ORDERED in the interest of justice that, effective immediately and until further Order, as promptly as can be effectuated all proceedings in pending and newly filed Millville Municipal Court cases, as well as other related court services, shall be transferred to the Vineland Municipal Court for handling by that court, with staffing and payment arrangements to be coordinated between the two municipalities.

Benjamin C. Telsey

BENJAMIN C. TELSEY, A.J.S.C.

Dated: August 21, 2023

NOTICE TO THE BAR
Millville Municipal Court

Pursuant to the court's August 21, 2023 order published with this notice, effective August 22, 2023 and until further order, all Millville Municipal Court operations will be handled by the Vineland Municipal Court.

Accordingly, effective immediately all communications regarding the Millville Municipal Court should be directed to the Vineland Municipal Court:

Vineland Municipal Court
736 E. Landis Ave
Vineland, NJ 08362

Phone: 856-794-4214
Fax: 856-405-4619

Lobby Hours: Tuesday, Wednesday, Thursday 9:00 AM
to 3:30 PM, Friday 9:00 AM to 2:30 PM.

If there are any changes to court dates, you will receive notice in the mail.

Questions about this notice can be directed to the Vicinage 15 Municipal Division Office 856-878-5050 ext. 15290.

/s/ Benjamin C. Telsey

Hon. Benjamin C. Telsey
Assignment Judge
Vicinage 15 (Cumberland,
Gloucester, Salem Counties)

Dated: August 21, 2023