

BOROUGH OF MENDHAM
MORRIS COUNTY, NEW JERSEY

RESOLUTION #138-2021

**RESOLUTION AUTHORIZING THE EXECUTION OF A THREE-YEAR SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH AND WASHINGTON TOWNSHIP (MORRIS COUNTY)
FOR MUNICIPAL COURT SERVICES**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., permits a local unit of the State to enter into an agreement with any other local unit to provide or receive any service that each local unit participating in the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Borough of Mendham and Washington Township (Morris County) desire to enter into a three-year Shared Services Agreement for the provision of municipal court services; and

WHEREAS, the parties have agreed to the terms and conditions of the agreement and now desire to memorialize same.

THEREFORE, BE IT RESOLVED by the Council of the Borough of Mendham, County of Morris, State of New Jersey, as follows:

1. The Mayor and Borough Clerk are hereby authorized and directed to execute the Shared Services Agreement with Washington Township attached hereto, for the period October 1, 2022 through December 31, 2025.
2. Borough officials and employees are hereby authorized and directed to take all action necessary and appropriate to effectuate the Shared Services Agreement.
3. A copy of this Resolution and Agreement shall be kept on file in of the office of the Borough Clerk for inspection by the public.

This resolution shall take effect immediately.

Dated: October 25, 2021

[Shared Services Agreement with Washington Township attached]

**SHARED SERVICES AGREEMENT FOR
MUNICIPAL COURT SERVICES
BETWEEN THE
BOROUGH OF MENDHAM, MORRIS COUNTY
AND THE
TOWNSHIP OF WASHINGTON, MORRIS COUNTY**

THIS AGREEMENT, made this ____ day of _____ 2021, by and between:

THE BOROUGH OF MENDHAM, MORRIS COUNTY, a municipal corporation of the State of New Jersey with offices located at 2 West Main Street, Mendham, New Jersey 07945

and:

THE TOWNSHIP OF WASHINGTON, MORRIS COUNTY, a municipal corporation of the State of New Jersey, with offices at the Municipal Building, 43 Schooley's Mountain Road, Long Valley, New Jersey 07856

WITNESSETH

WHEREAS, the Borough of Mendham currently receives Municipal Court services through a shared service agreement with Washington Township; and

WHEREAS, the Township of Washington is willing and able to provide Municipal Court services through a shared service agreement; and

WHEREAS, the Borough of Mendham and the Township of Washington desire to enter into a Shared Service Agreement for a shared court, as hereafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants and representations herein contained, the parties hereto, for themselves, their heirs, successors, and assigns, hereby agree as follows:

1. Establishment of Shared Courts. The Township of Washington, hereinafter "Washington," and the Borough of Mendham, hereinafter "Mendham," hereby agree to provide for the sharing of facilities, personnel, and resources by the Washington Township Municipal Court and the Mendham Borough 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 Schooley's Mtn. Road, Long Valley, New Jersey in the Washington Township Municipal Building.

3. Court Revenues.

(a) The Shared Courts will receive all fines and court cost fees generated by all cases on the respective Court dockets in accordance with the applicable statutes and disburse same to the respective municipalities.

(b) Washington shall receive and retain in trust all fees for public defender expenses to be used for public defender expenses for Mendham.

4. Operating Costs and Expenses. During the term of this Shared Courts agreement, Mendham shall compensate Washington as follows:

2022	\$43,594
2023	\$44,466
2024	\$45,355
2025	\$46,262

The above costs are based on an estimated weighted caseload of 5,000 per court year (July to June). If the actual weighted caseload varies by more than five percent from the estimated weighted caseload, the annual cost shall be adjusted by the percentage variation greater or less than five percent. The increase or decrease shall be applied as an adjustment to the last two quarterly payments of the calendar year. The weight per case used shall be: 4.5 for indictable, 7 for DP & PDP, 4.25 for other criminal, 9.5 for DWI, 5.5 for traffic and 1.5 for parking.

5. Salaries, Wages, Benefits and Other Expenses. 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 Washington. Washington shall pay for other expenses of the Shared Courts excluding Mendham Uniform Traffic Tickets and Special Complaint local ordinance ticket books.

6. Shared Courts Liaison Committee. There is hereby established a Shared Courts Liaison Committee consisting of six members, being the Mayors, Business Administrators, and one member of the governing body from each municipality. The Committee shall meet at such times and places as deemed necessary and shall be responsible for acting as liaison between the Shared Courts and the respective 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 County 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. Mendham shall pay Washington quarterly by voucher not more than thirty (30) days following the submission of proper vouchers by Washington to Mendham. Accounting records for the Shared Courts will be maintained by Washington and shall be available for inspection by Mendham.

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. Future hiring and appointments shall initially be addressed by NJ Court Rule 1:34-3. Washington and Mendham shall each appoint the same Judge, Prosecutor and Public Defender. Washington shall make the final determination on the employee for the open positions, subject to the rights of the Assignment Judge to approve or reject the solicited candidate pursuant to Rule 1:34-3(d). Notwithstanding that Washington and Mendham 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) by ordinance or resolution. Prisoner transport will be provided by the respective law enforcement agency.

9. Term. (a) The term hereof shall be from October 1, 2022 through December 31, 2025 subject to adoption of Resolutions by Washington and Mendham, respectively, approving the execution of this Agreement and upon full execution of this Agreement by all parties

(b) The parties may renew the agreement upon the expiration of the term for a five year or lesser term and upon agreement by both parties. The terms of this Agreement may be renegotiated for the renewal term. Mendham must provide notice to Washington of intent to renew not later than July 1, 2025. Washington shall provide notice to Mendham not later than July 1, 2025 if it does not intend to consider renewal of this agreement.

10. Indemnification. Mendham and Washington agree to indemnify and hold harmless the other party, its officers, agents and servants, and each and every one of them against and from any and all liability, suits and costs of every name and description and from all damages to which Washington or any of its officers, agents or servants may be put with respect to any person or other injury, loss of property damage which a party may suffer as a result of the carelessness, negligent, reckless, or intentional acts or omissions of the other party or its employees, officers, agents or servants with regard to their participation in this Shared Services Agreement. Such indemnification shall include payment of reasonable attorneys' fees and costs in the defense of any claim made by a third-party incident to such careless, negligent, reckless, or intentional act or omission.

11. Insurance. The parties shall cause each other to be named as an additional insured on all its general liability policies on a primary, non-contributory basis and a Certificate of Insurance will be provided confirming such coverage.

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 must be approved by the Assignment Judge of the Superior Court of New Jersey, Morris County.

17. **Termination.** This Agreement shall terminate on December 31, 2025, unless earlier terminated by either party upon one hundred eighty (180) days' written notice in advance of the date of the termination. Any terminations of the agreement shall be effective at the end of the calendar year.

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 MENDHAM

Robin R. Kline, Municipal Clerk

Christine Serrano Glassner, Mayor

ATTEST:

TOWNSHIP OF WASHINGTON

Nina DiGregorio, Municipal Clerk

Matthew T. Murello, Mayor

BOROUGH OF MENDHAM
MORRIS COUNTY, NEW JERSEY

RESOLUTION #139-2021

**RESOLUTION AMENDING RESOLUTION #122-2021 TO INCLUDE ADDITIONAL INFORMATION
REQUIRED TO ACCEPT A STATE GRANT FOR THE PURCHASE OF BODY WORN CAMERAS**

WHEREAS, on August 23, 2021, the Mayor and Council of the Borough of Mendham adopted Resolution #122-2021, authorizing the execution and submission of documents to the State of New Jersey for the SFY2021 Body Worn Camera Grant Program; and

WHEREAS, the New Jersey Department of Law and Public Safety, Office of the Attorney General, has notified the Borough that additional information is required in the resolution to satisfy the grant requirements; and

WHEREAS, the Borough Council desires to amend Resolution #122-2021 to comply with this requirement.

THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Mendham, County of Morris, State of New Jersey, that Resolution 122-2021 is here by amended to include the following language:

The Mayor and Council of the Borough of Mendham, County of Morris, State of New Jersey, does accept the award of grant funding from the State of New Jersey, Department of Law & Public Safety, Office of the Attorney General, for the SFY2021 Body-Worn Camera Grant Program, Award number 21-BWC-260, in the amount of \$26,494.00 with no matching grant funding required, for the award period January 1, 2021 through December 31, 2025, for the purpose of aiding the Borough in the purchase of body worn cameras, ancillary equipment, and storage.

This resolution shall take effect immediately.

Dated: October 25, 2021

BOROUGH OF MENDHAM
MORRIS COUNTY, NEW JERSEY

RESOLUTION #140-2021

**A RESOLUTION AMENDING RESOLUTION #187-2020 TO CORRECT THE SALARY
ESTABLISHED FOR THE POSITION OF OEM COORDINATOR**

WHEREAS, on December 17, 2020, the Mayor and Council of the Borough of Mendham adopted Resolution #187-2020, establishing salaries and hourly wage rates to be paid to Borough-appointed officials and employees in 2021; and

WHEREAS, the salary for OEM Coordinator was intended to be set at \$2,000, but was instead set at \$2,500; and

WHEREAS, the Administration has recommended amending Resolution #187-2020 to make that correction.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Mendham, County of Morris, and State of New Jersey, that Resolution #187-2020 is hereby amended to modify the salary for the position of OEM Coordinator from \$2,500 to \$2,000, with no other changes to Resolution #187-2020.

Dated: October 25, 2021

BOROUGH OF MENDHAM
MORRIS COUNTY, NEW JERSEY

RESOLUTION #141-2021

RESOLUTION AUTHORIZING A REAL ESTATE CONTRACT BETWEEN THE BOROUGH AND MENDHAM METHODIST CHURCH FOR THE PURCHASE OF VACANT PROPERTY LOCATED ON BLOCK 601, LOT 5

WHEREAS, Mendham Methodist Church (the "Church") is the owner of the property designated at Block 601, Lot 5 (the "Property") on the official Tax Map of the Borough of Mendham; and

WHEREAS, the Borough of Mendham desires to purchase from the Church, and the Church agrees to sell to the Borough, certain vacant land located on the Property; and

WHEREAS, the parties have negotiated a purchase price of \$300,000, to be funded by \$220,000 from Morris County Open Space Trust Fund and \$80,000 from the Mendham Borough Open Space Trust Fund; and

WHEREAS, the Borough and Church have agreed to essential terms and conditions of this arrangement and wish to memorialize same in the Contract for Sale of Real Estate attached hereto.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Mendham, County of Morris, State of New Jersey, as follows:

1. The Mayor and Borough Clerk are hereby authorized and directed to execute the Contract for Sale of Real Estate, attached hereto.
2. A copy of this Resolution and Contract shall be kept on file in the Office of the Borough Clerk for examination by the public.

This Resolution shall take effect immediately.

Adopted: October 25, 2021

