

Eff. 9/1/2018 - 2020

MUNICIPAL COURT ADMINISTRATOR AGREEMENT

This agreement, entered into on this ____ day of _____, 2018 by and between the BOROUGH OF BEACH HAVEN, a municipal corporation of the State of New Jersey, hereinafter referred to as "Agent," and the BOROUGH OF HARVEY CEDARS herein after referred to as "Participant."

WITNESSETH:

WHEREAS, the Participant and Agent have determined to take advantage of the provisions of the Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. by entering into the agreement to minimize the costs of providing a Court Administrator within each municipality; and

WHEREAS, the aforesaid Shared Services and Consolidation act does authorize local units as defined in the Act to enter into joint agreements for the provision of government services, including court administrative services; and

WHEREAS, the Participant wishes to enter into an agreement with the Agent for the provision of certain administrative services related to the management of the municipal court.

NOW, THEREFORE, BE IT RESOLVED that in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority provided by law, the Participant and Agent mutually agree as follows:

FIRST: Each party to this Agreement shall take such steps as required by law and local ordinance to employ the Court Administrator who is set forth in Schedule A. It is understood by the parties hereto that the Court Administrator described by name in Schedule A shall be a part-time employee of the Participant municipality and shall work in the Participant's municipality according to the weekly and monthly schedule as set forth in Schedule B. In the event the Court Administrator set forth in Schedule A is no longer employed by the Agent, the Parties may mutually agree, in writing, to substitute another individual under this Agreement, without entering a new agreement.

SECOND: The person set forth in Schedule A shall be designated Court Administrator and Backup Court Administrator of each municipality, by adoption of this agreement, a copy of which shall be filed with the parties hereto as well as the Administrative Office of the New Jersey Courts. The Data Entry/Sound Recording Clerk as set forth in Schedule A shall be the designated recording clerk for the Participant's municipality.

THIRD: The Court Administrator, who is set forth in Schedule A, shall provide in and for each municipality the oversight of all court functions required by the New Jersey Rules of the Court, Supreme Court Directives, laws and established policies and procedures governing the operation of the Municipal Courts. It is understood by Agent and Participant that the Court Administrator can perform any and all court duties for both municipalities in either municipality. The Court Administrator shall be compensated by the Participant for said duties as set forth in Schedule C and as further described below.

FOURTH: Agent agrees to be the lead agency for purposes of administering the payroll, benefits, and other costs set forth in Schedule C. The Participant shall reimburse the Agent on a monthly basis, at the beginning of the following month, for the Participants share of these costs. The cost be billed to the Participant is set forth in Schedule C in the form of an hourly rate in the form of a quarterly stipend. In addition thereto, the Participant shall pay the Agent the sum of Two Hundred and Fifty dollars (\$250.00) per annum at the end of the 1st month of each year for bookkeeping reimbursement costs. Payments for the Back-up Court Administrator and Data Entry/Sound Recording Clerk shall be made by the Participant directly to said parties as name in Schedule A at the rates set forth in Schedule C.

FIFTH: Each municipality shall maintain its own Municipal Court Office in said municipality and shall be responsible for such costs, except those otherwise expressly contained in the schedule, related to the operation of said Court Office. Such costs include, but are not limited to, computer hardware, computer software, desks, chairs, office supplies, phone chargers and other related office overhead.

SIXTH: The Participant shall post payment information at its municipal building front door and court office window, including information for online payments. Payment information shall be included on telephone answering messages as well as on the Participant's municipal website. Signage shall also be posted directing any court business to the Agent's municipality during Agent's normal business hours.

SEVENTH: Each municipality shall collect its own fines and maintain separate ledger accounting systems.

EIGHTH: Each municipality shall hold harmless and indemnify the other parties to this Agreement for any and all claims arising out of the employment of the municipal Court Administrator by the indemnifying Municipality.

NINTH: This agreement shall become effective on the date the final party approves and executes same, and shall continue in full force and effect for four (4) years. Any party may withdraw from this Agreement at the end of a calendar year provided ninety (90) days written notice has been provided to all other parties. During the ninety (90) day period, Agent agrees to perform pursuant to the terms of this Agreement. In addition, this Agreement shall remain in full force and effect for such period of time as the person set forth in Schedule A continues to be employed by the Participant and Agent, unless this Agreement is terminated sooner in accordance with the provisions contained herein. Should a vacancy occur for any reason in the position of Court Administrator during the term of this Agreement, this Agreement shall become null and void on the one hundred twentieth (120th) day from the date of said vacancy unless the parties hereto fill the vacancy in accordance with the First Paragraph above.

TENTH: It is understood and agreed by and between the parties that this Agreement contains the sole agreement of the Participant and Agent and that no modifications or alterations hereto shall become effective unless in writing and approved by the appropriate municipal officials in accordance with an appropriate resolution of the respective governing bodies.

ELEVENTH: The parties shall exercise their best efforts to effectuate the intents and purposes of this Agreement. To that end, the municipalities shall conduct a meeting with representatives of their choosing at least once per annum.

TWELFTH: All parties agree to make every effort to resolve any personnel issues which arise involving an employee of this agreement. Unresolved issues should be referred to the Agent for investigation. If the Agent is unable to resolve the issue to the satisfaction of the affected party, a special meeting should be held to decide to matter. If there are issues that cannot be resolved by mutual consent and no party wishes to withdraw from the agreement, the parties shall submit their grievances to binding arbitration or fact-finding procedures.

THIRTEENTH: In the event this Agreement shall be invalidated by a court of competent jurisdiction then, at the option of the Agent, the Agent shall continue to provide the services specified herein on an interim or emergency basis for a period of ninety (90) days.

ATTEST:

BOROUGH OF BEACH HAVEN

Sherry Mason, Borough Clerk

Nancy T. Davis, Mayor

DATED: _____

ATTEST:

BOROUGH OF HARVEY CEDARS

Daina Dale, Borough Clerk

Jonathan S. Oldham, Mayor

DATED: _____

SCHEDULE A

Court Administrator

Lauren Sassano

Back-Up Deputy Court Administrator

Karen Garcia
Maureen Daniels

Harvey Cedars Data Entry/Sound Recording Clerk

Barbara Courts

SCHEDULE B

WEEKLY SCHEDULE

Harvey Cedars: Tuesdays & Fridays
1:30pm – 4:00pm

MONTHLY COURT SCHEDULE

Harvey Cedars: 2nd Monday of month
2:00pm – 6:00pm (4 hour minimum)
Court starts at 3:00pm

SCHEDULE C

Court Administrator

1. Lauren Sassano

	Annual	Hourly
Wages*	\$ 55,620.00	\$ 30.56
Health Insurance	\$ 22,445.88	\$ 12.33
Pension	\$ 1,452.30	\$ 0.80
Social Security	\$ 4,254.93	\$ 2.34
	\$ 83,773.11	\$ 46.03

*Based on 35 hours per week

Base Salary	Effective January 1, 2019	\$57,566 (3.5%)
	Effective January 1, 2020	\$59,580 (3.5%)
	Effective January 1, 2021	\$61,665 (3.5%)
	Effective January 1, 2022	\$63,823 (3.5%)

Health Insurance, Pension and Social Security will be provided in a revised Schedule C annually.

Call out time – 3 hour minimum at regular hourly rate

An Annual Administrative Fee of \$5,000.00 shall be paid in four quarterly payments of \$1,250.00

Back-up Court Administrator

Call out time – 3 hour minimum at regular hourly rate

Court session – 3 hour minimum at regular hourly rate

Data Entry/Sound Recording Clerk

\$75.00 per session

The wages and benefits set forth in the schedule are specific to the individuals named herein. Wages and benefits for any new hires are subject to negotiation at the time of hire.