SHARED SERVICES AGREEMENT FOR MUNICIPAL COURT SERVICES

THIS SHARED SERVICES AGREEMENT made this ___ day of November 2026 by and between **THE BOROUGH OF EATONTOWN** ("Eatontown") with its principal office located at 47 Broad Street, Eatontown, NJ 07724 and **THE BOROUGH OF TINTON FALLS** ("Tinton Falls") with its principal office located at 556 Tinton Avenue, Tinton Falls, NJ 07724. Eatontown and Tinton Falls will be collectively referred to herein as the "Municipalities".

WITNESSETH

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. ("the Act"), authorizes local units of the State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, N.J.S.A 2B:12-l(c) allows two or more municipalities to provide jointly for courtrooms, chambers, equipment, supplies, and employees for their municipal courts and to agree to appoint the same persons as certified court administrator without establishing a joint municipal court; and

WHEREAS, Eatontown and Tinton Falls previously had entered into a Shared Service Agreement for municipal court services which has expired; and

WHEREAS, Eatontown and Tinton Falls desire to enter into a new Shared Service Agreement for municipal court services; and

WHEREAS, Eatontown and Tinton Falls desire to share facilities, equipment and administrative staff, in accordance with N.J.S.A. 2B:12-l(c), in order to conserve resources and to provide for a more efficient and economically sound municipal court system, while each municipality maintains its right to appoint their own judge, prosecutor, and public defender; and

WHEREAS, pursuant to the proposed new Agreement, Eatontown will utilize the Tinton Falls Municipal Court facilities and administrative staff, subject to the approval of the Assignment Judge of the Monmouth Vicinage of the Superior Court of New Jersey, and Eatontown will also utilize the Tinton Falls Municipal Court offices and administrative staff as of the effective date of this Agreement; and

WHEREAS, Eatontown and Tinton Falls find that that it would be in the best interest of the Municipalities to enter into such an Agreement, under the terms and conditions referenced herein.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by reference, and in consideration of the mutual covenants contained herein, the Municipalities hereto, intending to be legally bound, hereby agree as follows:

1. **Provision of Services and Space within the Tinton Falls Municipal Building.**

   A. Tinton Falls shall provide Eatontown with space in the Tinton Falls Municipal Building in which to conduct municipal court hearings, and the Municipalities shall continue to share facilities, equipment and administrative staff, pursuant to N.J.S.A. 2B:12-l(c), in accordance with the terms and conditions set forth herein.

2. **Provision of Staff within the Tinton Falls Municipal Building.**

   A. Municipal Judge, Prosecutor, and Public Defender. Each municipality shall appoint each of these positions pursuant to the provisions of the general municipal law. The appointment of such positions, within each party's discretion, shall not constitute a material breach of this Agreement and thus shall not entitle either party to termination of this Agreement.

   B. Certified Court Administrator. Upon execution of the Agreement, the certified court administrator for Tinton Falls will serve as the certified court administrator for Eatontown and Tinton Falls and shall retain any and all rights and conditions of employment otherwise accrued from Tinton Falls. Any subsequent appointments of an administrator shall be in conformance with N.J.S.A. 2B:12-10 and N.J.S.A. 2B:12-11, et seq., and Court Rule 1:41-1.

   C. Deputy Court Administrator and Administrative Staff. The Deputy Court Administrator(s) for Tinton Falls will serve as the Deputy Court Administrator(s) for Eatontown and Tinton Falls. Additionally, the administrative staff currently employed by Tinton Falls will remain as employees of Tinton Falls. Tinton Falls shall at its sole discretion to determine the level of staffing required to satisfy the terms and conditions of this Agreement, subject to the approval of the Assignment Judge of the Superior Court of New Jersey in the Monmouth Vicinage.

   D. Court Security. Eatontown shall be responsible to provide security for weapons screening at the entrance of the courtroom prior to and during all of its court sessions. Eatontown shall also be responsible to provide police security within the courtroom for its court sessions as per the approved Tinton Falls court security plan. If determined to be available by Tinton Falls, Eatontown may decide to pay Tinton Falls for the provision of court security services, in addition to the fees agreed to under this Agreement, using officers of the Tinton Falls Police Department at the same rates established for special duty assignments by Tinton Falls ordinance.

   E. Prisoner Transportation. Eatontown shall be solely responsible for the transport of all persons held in custody on warrants or summons and sentences emanating from its jurisdiction. Tinton Falls shall grant the Eatontown Police the temporary use of custodial facilities while court is in session.

   F. Designated Court Dates/Times. Tinton Falls shall provide the use of its Court facilities each Thursday on days and times as scheduled by the respective Municipal

Court Judge and Court Administrator, or at such times as mutually agreed by the parties hereinafter.

3. **Captions.**

In accordance with N.J.S.A. 2B:12-l(c), the identities of the individual courts shall continue to be expressed in the captions of orders and process.

4. **Term.**

The term of this Agreement shall commence on January 1, 2027, subject only to the authorization of the Assignment Judge for the County of Monmouth ("the Effective Date"), and shall continue until December 31, 2031 ("the Initial Term") unless terminated pursuant to the terms and conditions of Section 9 of this Agreement. This Agreement may be extended for additional terms of one (1) year up to a total of five (5) additional years by the adoption of resolutions of the governing bodies of the Municipalities.

5. **Supplies and Accounts.**

The Municipalities agree that the supplies and accounts associated with this agreement shall be as follows:

A. Supplies and Postage. Eatontown agrees to pay Tinton Falls a flat twenty-four thousand dollar ($24,000) annual fee for all court business supplies and postage attributable to Eatontown.

B. Bank Accounts. In accordance with N.J.S.A. 2B: 12-1, et seq., Eatontown and Tinton Falls will maintain separate general and bail accounts. These separate accounts shall be located at the same bank to be determined by Tinton Falls. These accounts will be maintained according to standardized financial procedures established to process and track all monies received in the municipal courts. The Municipalities will receive and appropriately distribute all fines generated by all cases on their respective dockets. The Municipalities will each maintain dedicated funds for Parking Offenses Adjudication Act (POAA) Funds and Alcohol Education Rehabilitation and Enforcement (DWI) Funds, which will be made available to their respective municipal courts.

6. **Consideration.**

A. Eatontown shall pay Tinton Falls the sum of three-hundred and twelve thousand dollars ($312,000) annually commencing on January 1, 2027 until December 31, 2027, and will increase by 3.0% annually in each subsequent calendar year, commencing with the first increase on January 1, 2028, through December 31, 2031.

B. Eatontown shall make equal quarterly payments of the annual payments to Tinton Falls on January 1, April 1, July 1, and October 1 of each year of this Agreement.

C. Should the Agreement be extended beyond the Initial Term, yearly cost of services shall be increased by the amount allowable pursuant to N.J.S.A. 40A:4-45.45 (the Tax Levy Cap) over the prior year's amount.

D. Eatontown shall pay for half the cost of all call outs of Tinton Falls court personnel. The costs of such call outs are dictated by collective bargaining agreements entered between Tinton Falls and its court personnel.

7. **Hold Harmless and Indemnification.**

Eatontown shall defend, hold harmless, and indemnify Tinton Falls, its officers, employees and agents from any and all fines, claims, and losses of whatever nature or type arising out of or in connection with the provision of the Services by Tinton Falls to Eatontown and its residents pursuant to this Agreement to the extent permitted by law.

Tinton Falls shall notify Eatontown if any event occurs which requires or which may require defense and/or indemnification. Eatontown shall provide Tinton Falls with legal counsel satisfactory to Tinton Falls against any claim or proceeding, which may be brought against Eatontown or others to whom this Section applies, if any, with respect to the foregoing or in which they may be implicated. Eatontown shall pay, satisfy, and discharge any judgment, settlement, compromise, order, or decree, which maybe recovered against Eatontown or other to whom this section applies pursuant to the within subsection.

8. **Insurance.**

It is recognized and understood that Eatontown and Tinton Falls participate in the Monmouth Joint Insurance Fund (JIF). It is recognized that Eatontown and Tinton Falls have obtained insurance coverage by the JIF, and that each has named the other as an additional insured on any insurance policies it separately maintains. These policies include, without limitation, a comprehensive general liability, automobile liability, errors and omissions and workers compensation with limits and deductibles as mutually agreed upon. Each party shall provide the other with a certificate of insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement. In the event Eatontown or Tinton Falls ceases to participate in the JIF, such party shall provide alternative insurance comparable to the JIF and subject to the reasonable approval of the other party.

9. **Termination.**

A. This Agreement may not be terminated by either party for any reason for the first

eighteen months from its Effective Date. After the expiration of that eighteen-month period, either party may only terminate this Agreement for good and just cause, which shall mean a material breach of this Agreement's terms. Should either party seek termination, such termination shall not become effective for a minimum of six (6) months following the adoption of resolutions by both governing bodies authorizing the termination.

B. Pursuant to N.J.S.A. 40A:65-7(e) any Party to this Agreement may enter into another agreement or agreements with any other eligible municipality for the performance of Municipal Court Services pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. The participation in one agreement shall not bar participation with the same or other municipalities in any other agreement. The Municipalities further agree that if an opportunity arises for a different agency to perform Municipal Court Services for the Municipalities, the negotiations for new services will include all Municipalities to this Agreement. Further, if termination of this Agreement is a consideration of a new Shared Service with another agency, such termination shall not take place until six (6) months after notification of the Municipalities to this Agreement, unless early termination is agreed upon by all parties.

C. In the event that any party materially defaults in the performance of any of its obligations under this Agreement after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party, in addition to termination, shall be entitled to all other remedies available at law, in equity, or both.

D. In the event of a termination pursuant to any subsection of this Agreement, the Municipalities shall take all steps necessary to ensure that the services are transitioned back to Eatontown in a manner which does not jeopardize the health, welfare or safety of the residents of any party.

10. **Chain of Command; Annual Meeting; Notification of Complaints.**

A. The Tinton Falls employees providing services under this Agreement shall be under the exclusive authority and control of Tinton Falls. Eatontown shall not provide any direction or instruction to or discipline or reprimand any employee of Tinton Falls. Communications between the Municipalities regarding the provision of the services under this Agreement shall occur between their respective Business Administrators. Nothing contained in this paragraph shall prevent the designated Business Administrator from Eatontown from contacting the Tinton Falls Mayor or Administrator with information or suggestions regarding the services provided hereunder. Nothing in this paragraph shall be interpreted to limit the authority of the Judge of Tinton Falls Municipal Court, the Presiding Judge Municipal Courts, or the Assignment Judge to supervise and manage the Tinton Falls Municipal Court pursuant to R. 1:33-4 and R. 1:34-3 and *Thurber vs. City of Burlington.*

B. The Municipalities' designated representatives agree to meet at least annually to discuss the provisions of the Services under this Agreement; the costs associated with same; and any other matter concerning this Agreement.

11. **Choice of Law.**

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

12. **Entire Agreement.**

This Agreement represents the entire agreement between the Municipalities and cannot be changed or modified orally. This Agreement supersedes any prior agreements between the Municipalities and may be supplemented, amended or revised only by writing which is signed by all of the Municipalities hereto.

13. **Severability.**

If any party of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

14. **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.

15. **Modification.**

This Agreement may not be changed orally and may be modified or amended only by a written agreement signed by both Municipalities.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Municipalities hereto have executed this Agreement the date first above written.