

**CITY OF NORTHFIELD COUNCIL AGENDA
SPECIAL MEETING
NOVEMBER 5, 2019**

MEETING CALLED TO ORDER by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231, in the Press of Atlantic City on November 1, 2019.

FLAG SALUTE

ROLL CALL OF COUNCIL MEMBERS:

Deweese, Korngut, Madden, O'Neill, Perri, Smith, Lischin

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

- 219-2019** Acknowledging Resignation of Deputy Municipal Court Administrator
- 220-2019** A Resolution Providing for an Executive Session Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12(B)(7) – Contract Negotiations Regarding An Agreement For Shared Municipal Court
- 221-2019** Rescinding the Authorization Granted Pursuant to Resolution No. 213-2019, Pertaining to the Execution of an Agreement for Shared Municipal Court for the City of Northfield and the City of Linwood
- 222-2019** Resolution Authorizing an Agreement for Shared Municipal Court Services for the Municipalities of the City of Northfield and the Township of Egg Harbor

MEETING NOTICES

City Council	November 12 th	6pm Work Session
		Regular Session immediately following

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 219-2019**

**ACKNOWLEDGING RESIGNATION OF
DEPUTY MUNICIPAL COURT ADMINISTRATOR**

WHEREAS, pursuant to Resolution No. 112-2012, the Common Council of the City of Northfield did appoint Barbara Harrington to the position of Deputy Municipal Court Administrator commencing July 25, 2012; and

WHEREAS, Ms Harrington has submitted her letter of resignation, with an effective date of November 15, 2019.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the City of Northfield does hereby acknowledge the resignation of Barbara Harrington from the position of Deputy Municipal Court Administrator effective November 15, 2019.

BE IT FURTHER RESOLVED that Ms Harrington's last day of work will be November 15, 2019.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Special Meeting of the Common Council of the City Council of Northfield, held this 5th day of November, 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 220-2019**

**A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS
OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-
12(b)(7) – CONTRACT NEGOTIATIONS REGARDING AN
AGREEMENT FOR SHARED MUNICIPAL COURT**

WHEREAS, the Common Council of the City of Northfield is subject to certain requirements of the Open Public Meetings Act, NJSA 10:4-6 et seq.; and

WHEREAS, the Open Public Meetings Act, NJSA 10:4-12 provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Common Council of the City of Northfield to discuss in a session not open to the public contractual negotiations pertaining to Shared Municipal Court Services; and

WHEREAS, no personnel matters involving employment, appointment, termination of employment, terms and conditions of employment, evaluation of performance, promotion or discipline of any specific prospective or current public employee will be discussed during the Executive Session.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Northfield that Council move into Executive Session, closed to the public.

IT IS FURTHER RESOLVED that the deliberations conducted in closed session may be released when a decision with respect to the matter has been made and all rights to litigate or appeal are exhausted; provided, that material entitled to Court protection or subject to attorney-client privilege shall not be disclosed.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Special Meeting of the Common Council of Northfield, held this 5th day of November 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 221-2019**

**RESCINDING THE AUTHORIZATION GRANTED PURSUANT TO
RESOLUTION NO. 213-2019, PERTAINING TO THE EXECUTION OF AN
AGREEMENT FOR SHARED MUNICIPAL COURT FOR THE CITY OF
NORTHFIELD AND THE CITY OF LINWOOD**

WHEREAS, on October 17, 2019 the Municipal Court Administrator for the City of Northfield submitted her letter of retirement effective December 31, 2019; and

WHEREAS, on October 29, 2019, the Common Council of the City of Northfield did adopt Resolution No. 213-2019, authorizing the execution of an Agreement with the City of Linwood for shared municipal court services between the City of Northfield and the City of Linwood, with an effective date of January 1, 2020; and

WHEREAS, on October 30, 2019, the Deputy Municipal Court Administrator submitted her letter of resignation effective November 15, 2019; and

WHEREAS, the retirement and resignation, respectively, of the Municipal Court Administrator and Deputy Municipal Court Administrator will leave the City of Northfield, Lead Agent in the Shared Service Agreement, without Municipal Court staff; and

WHEREAS, the Agreement for Shared Municipal Court Services has not been formally approved by the City of Linwood; and

WHEREAS, the Agreement for Shared Municipal Court Services between the City of Northfield and the City of Linwood has not been fully executed; and

WHEREAS, it is the desire of the Common Council of the City of Northfield to rescind the approval granted under Resolution No. 213-2019, and to nullify the authorization to execute an Agreement with the City of Linwood for shared municipal court services between the City of Northfield and the City of Linwood.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Northfield that the approval granted under Resolution No. 213-2019 be and is hereby rescinded.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Special Meeting of the Common Council of the City of Northfield, held this 5th day of November 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5th day of November 2019.

Erland V.L. Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 222-2019**

**RESOLUTION AUTHORIZING AN AGREEMENT FOR SHARED
MUNICIPAL COURT SERVICES FOR THE MUNICIPALITIES OF THE
CITY OF NORTHFIELD AND THE TOWNSHIP OF EGG HARBOR**

WHEREAS, N.J.S.A. 40A:65-1 provides in part that two or more municipalities may enter into an agreement to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the City of Northfield and Township of Egg Harbor have negotiated and agreed upon the terms and conditions of such an agreement; and

WHEREAS, a written agreement, specifying those terms and conditions, has been prepared and has been reviewed, which agreement is entitled "Shared Services Agreement for Municipal Court Services"; and

WHEREAS, the Common Council of the City of Northfield is desirous of ratifying this agreement and authorizing its execution.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Northfield that the agreement entitled "Shared Services Agreement for Municipal Court Services" be and hereby is ratified; and

BE IT FURTHER RESOLVED, that the Mayor and Municipal Clerk be and are hereby duly authorized, empowered and directed to execute this Agreement with the Township of Egg Harbor for the shared municipal court services.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Special meeting of the Common Council of the City of Northfield, held this 29th day of October 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5th day of November 2019.

Erland V.L. Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

SHARED SERVICES AGREEMENT
between
TOWNSHIP OF EGG HARBOR
and
CITY OF NORTHFIELD
for
MUNICIPAL COURT SERVICES

THIS AGREEMENT is made this ___ day of _____, 2019 by and between:

TOWNSHIP OF EGG HARBOR, a municipal corporation located in the County of Atlantic, State of New Jersey, with its principal office located at 3515 Bargaintown Road, Egg Harbor Township, New Jersey 08234 (hereinafter "Provider") and the **CITY OF NORTHFIELD**, a municipal corporation located in the County of Atlantic, State of New Jersey, with its principal office located at 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter "Recipient").

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Recipient has determined, that for reasons of efficiency and economy, eliminating the provision of Municipal Court services and procuring said services from the Provider is prudent and fiscally sound; and

WHEREAS, the Recipient is in need of municipal court services to ensure public safety; and

WHEREAS, the Provider has agreed to furnish to the Recipient the services of its Municipal Court pursuant to N.J.S.A. §40A:65-1 et seq.; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement through the accompanying Resolutions attached hereto as Exhibits A and B respectively.

NOW, THEREFORE, it is understood and agreed as follows:

1. **CONTROLLING LAW** – This Agreement is governed by the provisions of N.J.S.A. §40A:65-1 et seq., the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.
2. **TERM OF AGREEMENT** – This Agreement shall take effect on January 1, 2020 (the "Effective Date"). This Agreement shall run until midnight, December 31, 2029. This Agreement is subject to the approval of the State of New Jersey Administrative Director of the Courts and the Assignment Judge of the Superior Court of New Jersey, Atlantic County.
3. **SCOPE OF WORK** – Commencing January 1, 2020, the Provider shall furnish to the Recipient the services of its Municipal Court as may be necessary to carry out within the territorial jurisdiction of the Recipient and to perform all the duties required for Municipal Court Services.

It is expected that said duties will be performed by employees of the Provider in a manner consistent with the standards developed by the Administrative Office of the Court.

4. **COMPENSATION** – Recipient shall pay to Provider an annual sum according to the schedule below:

January 1 – December 31, 2020	\$145,000
January 1 – December 31, 2021	\$149,350
January 1 – December 31, 2022	\$153,831
January 1 – December 31, 2023	\$158,445
January 1 – December 31, 2024	\$163,199
January 1 – December 31, 2025	\$168,095
January 1 – December 31, 2026	\$174,819
January 1 – December 31, 2027	\$180,063
January 1 – December 31, 2028	\$185,465
January 1 – December 31, 2029	\$191,029

The specified compensation for the Provider furnishing the services referred to in this Agreement, shall be payable as follows: Payments shall be made in equal quarterly installment on the fifteenth day in the months of January, April, July and October during the term of this Agreement. The Recipient shall not be responsible for any additional costs.

5. **SERVICES** - The Provider shall provide all necessary staff and personnel, office supplies, computer system, Court Room, etc. to properly conduct the Municipal Court at no additional charge to the recipient.
6. **MUNICIPAL OFFICE LOCATION** – The Provider shall maintain its Municipal Court in the Township of Egg Harbor Municipal Building at 3515 Bargaintown Road, Egg Harbor Township, New Jersey 08234. All records and business dealings, related to the operation of the Municipal Court pertaining to the Recipient shall be maintained and conducted at said location.
7. **HOURS OF OPERATION** – Municipal Court sessions that recipient employees and officials can utilize are held on Monday mornings, Monday afternoons, Thursday afternoon and Friday mornings on a weekly basis.
8. **HOLD HARMLESS AND INDEMNIFICATION** – The Recipient shall indemnify and hold the Provider, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provisions of the services to the Recipient, provided that the actions upon which the demand, claim or assertion of liability, are determined to have been performed in the course of carrying out official duties on behalf of the Recipient and were not beyond the scope of performing those official duties or performed in bad faith, and did not constitute negligence, actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act of the Provider or any of its agents, servants or employees. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person.
9. **MAINTENANCE OF RECORDS** – The Egg Harbor Township Municipal Court pursuant to this Agreement shall maintain records of all call and activities conducted within the Recipient Municipality as may be required by and in accordance with the Laws of the state of New Jersey.
10. **EXTERNAL DISPUTES** – The Recipient shall notify the Provider's Township Administrator, in a timely manner, of any complaints related to the nature, extent and quality of services provided to the Recipient by Provider.

11. **DISPUTES CONCERNING THE AGREEMENT** – Any disputes arising between the Parties as to the interpretation of the terms and conditions of this Agreement or the satisfactory performance thereof by any of the parties or related to any of the services and other responsibilities specified within this Agreement shall be resolved in accordance with the following:

STEP A: The Recipient's Mayor or City Clerk, as the case may be, and the Provider's Township Administrator shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, both parties agree to submit the matter as provided for in Step B below.

STEP B: In the event that a dispute cannot be resolved as provided in Step A, then, pursuant to N.J.S.A. §40A:65A-7(c), the dispute shall be submitted to the American Arbitration Association for binding arbitration. Any costs associated with arbitration shall be borne equally by both parties.

12. **TERMINATION** – This agreement may not be terminated during the first three (3) years due to the capital expenditures and start up costs undertaken by the Provider. This Agreement may be terminated after December 31, 2022 at any time upon mutual Agreement of the Parties; however, unless otherwise mutually agreed upon by the Parties in writing, such termination shall not become effective for a minimum of six (6) months following the adoption of Resolutions by both governing bodies authorizing said termination. Either Party may terminate this Agreement unilaterally at any time and for any reason upon giving the other party six (6) months advance written notice of its intent to terminate.

13. **DEFAULT** – In the event that either party defaults in the performance of any of its duties or 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 shall be entitled to terminate this Agreement at the expiration of that thirty (30) day period.

14. **NOTICES** – Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the specified time limit. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall run only on business days, which for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed as follows:

If to City of Northfield:
City of Northfield
1600 Shore Road
Northfield, NJ 08225
Attn: Erland V.L. Chau
Mayor

With a Required Copy to:
Mary Canesi, City Clerk
1600 Shore Road
Northfield, NJ 08225

If to Township of Egg Harbor:
Township of Egg Harbor
3515 Bargaintown Road
Egg Harbor Township, NJ 08234
Attn: Paul W. Hodson
Mayor

With a Required Copy to:
Eileen M. Tedesco, Township Clerk
3515 Bargaintown Road
Egg Harbor Township, NJ 08234

15. **CHOICE OF LAW** – Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
16. **ENTIRE AGREEMENT** – This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.
17. **SEVERABILITY** – If any part of this Agreement shall be held to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.
18. **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.
19. **ACKNOWLEDGMENT** – The parties acknowledge that this Shared Service Agreement is contingent upon and subject to the approval of the State of New Jersey Administrative Director of the Courts and the Assignment Judge of the Superior Court of New Jersey, Atlantic County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day and year first above written.

Attest:

City of Northfield

Mary Canesi, RMC
City Clerk

Erland V. L. Chau
Mayor

Attest:

Township of Egg Harbor

Eileen M. Tedesco, RMC
Township Clerk

Paul W. Hodson
Mayor