

BOROUGH OF KEYPORT
SPECIAL MEETING AGENDA
MONDAY, JUNE 17, 2024, 10:00 AM
MUNICIPAL COMPLEX COUNCIL CHAMBERS
70 W. FRONT STREET, KEYPORT, NJ
In-Person and Video/Teleconference

Information on how to access the meeting will be posted on the Borough website at www.keyportonline.com prior to the start of the meeting.

CALL TO ORDER: PM

SUNSHINE LAW NOTICE:

ROLL CALL: ___ Councilmember Brady ___ Councilmember Gross
___ Councilmember McNamara ___ Councilmember Peperoni ___ Councilmember Reilly
___ Council President Vecchio ___ Mayor Araneo

As a courtesy to those around you, please silence your cell phones

PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

RESOLUTION #2024-206

Resolution of the Borough of Keyport, County of Monmouth, State of New Jersey Authorizing Shared Services Agreement with the Township of Middletown for Municipal Court Services Pursuant to N.J.S.A. 40a:65-1, et seq and N.J.S.A. 2b:12-1(C)

MM: 2ND: **Roll Call:** Brady, Gross, McNamara, Peperoni, Reilly, Vecchio

INTRODUCTION OF ORDINANCES

1. Ordinance – Bond Ordinance Providing for Various Road Improvements

The Clerk reads the Ordinance by Title: **BOND ORDINANCE PROVIDING FOR VARIOUS ROAD IMPROVEMENTS, BY AND IN THE BOROUGH OF KEYPORT, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$1,300,000 THEREFOR (INCLUDING A GRANT FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION) AND AUTHORIZING THE ISSUANCE OF \$970,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF**

1a. Motion to introduce:

MM: 2nd: **Roll Call:** Brady, Gross, McNamara, Peperoni, Reilly, Vecchio

1b. Motion authorizing the Clerk to publish the Ordinance as introduced in the Asbury Park Press for a public hearing MM: 2nd: Ayes: Nays:

2. **Ordinance – Bond Ordinance Providing for Various Water and Sewer Utility Improvements**

The Clerk reads the Ordinance by Title: **BOND ORDINANCE PROVIDING FOR VARIOUS WATER AND SEWER UTILITY IMPROVEMENTS, BY AND IN THE BOROUGH OF KEYPORT, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$2,300,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,300,000 OF BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF**

2a. Motion to introduce:

MM: 2nd: **Roll Call:** Brady, Gross, McNamara, Peperoni, Reilly, Vecchio

2b. Motion authorizing the Clerk to publish the Ordinance as introduced in the Asbury Park Press for a public hearing MM: 2nd: Ayes: Nays:

PUBLIC COMMENT

The Meeting is opened to the public for comments.

Please limit comments to no more than five minutes per person.

Opened: MM: 2nd: Closed: MM: 2nd:

ADJOURNMENT

Adjourned: MM: 2nd:

RESOLUTION #2024-206

RESOLUTION OF THE BOROUGH OF KEYPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AUTHORIZING SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF MIDDLETOWN FOR MUNICIPAL COURT SERVICES PURSUANT TO N.J.S.A. 40A:65-1, et seq AND N.J.S.A. 2B:12-1(c)

WHEREAS, the “Uniformed Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1, et seq. (the “**Act**”), authorizes local governments to enter into contracts with other local governments for the joint provision of municipal services which any party to the agreement is empowered to render within its own jurisdiction; and,

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

WHEREAS, the Township of Middletown (“**Middletown**”) and the Borough of Keyport (“**Keyport**”) desire to share facilities, equipment and court staff, in accordance with N.J.S.A. 2B:12-1(c), in order to conserve resources and to provide for a more efficient and economically sound municipal court system; and,

WHEREAS, at this time, Middletown and Keyport desire to maintain their right to appoint their own judge, prosecutor and public defender at their own expense; and,

WHEREAS, pursuant to the Shared Services Agreement to be entered, Keyport shall pay Middletown \$147,000 annually, plus an additional day rate for special court sessions.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Keyport, County of Monmouth, State of New Jersey as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth herein at length.
2. The Mayor is hereby authorized and directed, on behalf of the Borough, to execute a new Shared Services Agreement with the Township of Middletown for the provision of municipal court services pursuant to the terms and conditions of a Shared Services Agreement included herewith as **Exhibit A**.
3. The Municipal Clerk shall transmit a copy of this Resolution and the executed Shared Services Agreement to the Division of Local Government Services at the New Jersey Department of Community Affairs for informational purposes pursuant to N.J.S.A. 40A:65-4b.

OFFERED:
SECONDED:
AYES:
NAYS:
ABSTAIN:
ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Special Council Meeting held on June 17, 2024.

Michele Clark, RMC
Borough Clerk

EXHIBIT A

**SHARED SERVICES AGREEMENT
FOR MUNICIPAL COURT SERVICES**

THIS SHARED SERVICES AGREEMENT (the “**Agreement**”) made this ____ day of June 2024 (the “**Effective Date**”)

by and between the

TOWNSHIP OF MIDDLETOWN, a municipal corporation of the State of New Jersey with offices located at 1 Kings Highway, Middletown, New Jersey 07748 (the “**Middletown**”)

and the

BOROUGH OF KEYPORT, a municipal corporation of the State of New Jersey with offices located at 70 West Front Street, Keyport, New Jersey 07735 (the “**Keyport**”)

Hereinafter each a “**Party**” and collectively referred to as the “**Parties**”.

WITNESSETH

WHEREAS, the “Uniformed 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 a contract with any other local unit or units for the joint provision within several jurisdictions or any service which any party to the agreement is empowered to render within its own jurisdiction; and

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

WHEREAS, Middletown and Keyport desire to share facilities, equipment and court staff, in accordance with N.J.S.A. 2B:12-1(c), in order to conserve resources and to provide for a more efficient and economically sound municipal court system; and

WHEREAS, Middletown and Keyport desire to maintain their right to appoint their own judge, prosecutor and public defender at their own expense; and

WHEREAS, Middletown has agreed to allow Keyport to utilize Middletown’s courtroom effective, July 1, 2024 and has agreed to allow the Keyport to utilize Middletown’s courtroom offices as of the Effective Date of this Agreement; and

WHEREAS, the Parties find that it would be in their best interests to utilize Middletown’s courtroom, court offices, and to share employees, facilities and equipment under the terms and conditions agreed to herein.

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

- 1. Scope of Services.** Subject to approval by the Assignment Judge for the Monmouth County vicinage, Middletown shall provide Keyport with use of its municipal courtroom and associated facilities, equipment and staff on the dates and times scheduled for Keyport's court proceedings as set forth herein.

 - a. Certified Court Administrator.** Middletown's Certified Court Administrator will also serve as the Certified Court Administrator for Keyport.
 - b. Deputy Court Administrator.** Middletown's Deputy Court Administrator will also serve as the Deputy Court Administrator for Keyport. Keyport's current Deputy Court Administrator shall be transferred to and employed by Middletown with the same Deputy Court Administrator job title.
 - c. Security Personnel.** Middletown shall provide security for weapons screening at the entrance of the courtroom prior to and during Keyport's court sessions pursuant to Middletown's approved court security plan. Keyport shall provide security within the courtroom during its court sessions that complies with Middletown's approved court security plan. Should Keyport fail to provide security for the courtroom during its court sessions, Middletown will bill Keyport for its costs of providing security.
 - d. Judge, Prosecutor and Public Defender.** Initially, the Parties shall utilize their currently appointed judge, prosecutor and public defender to serve during their respective court sessions. If at any time during the term of this Agreement, the Parties agree to utilize the same individuals for any of these positions, this Agreement may be amended by the Parties in accordance with applicable laws.
 - e. Other Costs.** The scope of services provided by Middletown under this Agreement shall include costs related to the provision of uniform traffic tickets, computer supplies, interpreters, dues/memberships, recording CDs and continuing education for any personnel employed by Middletown.
- 3. Captions.** In accordance with N.J.S.A. 2B:12-1(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 upon the Effective Date and shall continue for a term of three years unless terminated sooner pursuant to Section 9 of this Agreement. This term may be extended by the Parties at their mutual discretion.
- 5. Transition.** The Parties agree that the equipment and resources associated with this agreement shall be transitioned as follows:

- a. **Equipment.** All equipment currently utilized by Middletown, including without limitation business equipment, supplies and furniture shall be available to the Keyport to conduct its court sessions. If applicable, the Parties shall take necessary steps to ensure that Keyport conveys any necessary equipment to Middletown to conduct its court sessions in Middletown.
- b. **Bank Accounts.** In accordance with N.J.S.A. 2B:12-1(c), the Parties shall maintain separate court accounts; however, these accounts will be administered by Middletown upon the Effective Date of this Agreement. The Parties shall each have separate accounts for Parking Offenses Adjudication Act (POAA) Funds and Alcohol Education and Rehabilitation and Enforcement (DWI) Funds, which will be made available to the Parties. Keyport agrees that financial records relating to Keyport court activities prior to July 1, 2024, shall be audited by Keyport's CFO.
- c. **Liabilities.** Any liabilities associated with or incurred in conjunction with Keyport's prior court operations shall be the sole responsibility of Keyport.

6. **Consideration.** Keyport shall pay Middletown \$147,000 per year for the services provided under this Agreement (the "**Base Consideration**"). The Base Consideration shall be paid to Middletown on a quarterly basis. This amount shall be pro-rated from the Effective Date of this Agreement. Commencing January 1, 2026, the Base Consideration shall increase by 3% per year.

- a. **Special Sessions.** In addition to the Base Consideration, special court sessions shall be billed at a rate of \$1,100 per session.

7. **Hold Harmless and Indemnification.** The Parties shall mutually defend, hold harmless and indemnify each other, their officers, employees and agents from any and all fines, claims and losses of whatever nature or type (collectively, "**Claims**") arising out of or in connection with the provision of the services under this Agreement. The Parties shall notify each other if any Claims are received that may require defense or indemnification and agree on competent counsel to address the same. The Parties agree to pay, satisfy and discharge any judgment, settlement, compromise, order or decree, which may be recovered from such Claims relating to the provision of any services under this Agreement.

8. **Insurance.** It is recognized and understood that Middletown is primarily self-insured for most claims up to \$200,000, with various other coverages for excess claims, while Keyport participates in a Joint Insurance Fund ("**JIF**"). Keyport shall provide Middletown with assurance of coverage by the JIF.

9. **Termination.** This Agreement may be terminated by either Party upon 90 days' written notice to the other. In the event of termination, Middletown will take reasonable steps necessary to ensure that services are transitioned back to Keyport or another jurisdiction of its choosing in a manner that does not jeopardize the proper functioning of the court. Any

consideration paid in advance of termination will be refunded on a pro rata basis through the date upon which the provision of services by Middletown ceased.

10. Chain of Command; Communications.

- a. Employees and Appointees.** Employees and appointees appointed by Middletown providing services under this Agreement shall be under the exclusive authority and control of Middletown. This Agreement, however, shall not be construed to limit the authority of the Presiding Judge of the Municipal Courts or the Assignment Judge of the Monmouth Vicinage to supervise and manage the Parties subject to this Agreement falling under their jurisdiction and authority in accordance with R. 1:33-4 and Thurber vs. City of Burlington.
- b. Communications Between Parties.** The Parties shall designate their respective municipal administrators as their representatives for communications between the Parties relating to the provision of services under 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 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 the Parties hereto.

13. 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.

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 Parties.

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

ATTEST:

TOWNSHIP OF MIDDLETOWN

Heidi R. Pieluc
Municipal Clerk

Anthony S. Perry
Mayor

BOROUGH OF KEYPORT

Michele Clark
Municipal Clerk

Rose P. Araneo
Mayor

APPENDIX A

EMPLOYEE RECONCILIATION PLAN PURSUANT TO N.J.S.A. 40A:65-11

I. Parties to the Shared Services Agreement

Township of Middletown and Borough of Keyport, both located in Monmouth County

II. Adoption of Title 11A, Civil Service

Both the Township of Middletown and the Borough of Keyport have adopted the provisions of Title 11A.

III. Services to be Provided

For the purposes of this Reconciliation Plan, Middletown shall provide Keyport with a Municipal Court Facility located in Middletown, a Certified Municipal Court Administrator and Deputy Municipal Court Administrator(s).

IV. Employees Affected and Action to be Taken

Keyport employs Deputy Court Administrator Jacquelyn Shipley-Hennessy on a part-time basis. She is not a member of a collective bargaining unit. As a result of this Shared Services Agreement, Ms. Hennessy will be transferred to and employed by the Township of Middletown in the same Deputy Court Administrator title that she currently holds. There are no employees being laid off as a result of this Agreement.