

**CITY OF NORTHFIELD, NJ
ORDINANCE NO. 8-2023**

AN ORDINANCE OF THE CITY OF NORTHFIELD, COUNTY OF ATLANTIC AND STATE OF NEW JERSEY ESTABLISHING A SINGLE JOINT MUNICIPAL COURT WITH THE TOWN OF HAMMONTON; REPEALING AND AMENDING CHAPTER 18 OF THE GENERAL ORDINANCES OF THE CITY OF NORTHFIELD; AND APPROVING A JOINT MUNICIPAL COURT AGREEMENT FOR THE OPERATION OF THE JOINT MUNICIPAL COURT WITH THE TOWN OF HAMMONTON

WHEREAS, N.J.S.A. 2B:12-1(b) authorizes the formation of a single Joint Municipal Court provided that an Agreement is entered into by the Town of Hammonton and City of Northfield and provided that the Agreement is filed with the State of New Jersey Administrative Director of the Courts and the Assignment Judge of the Superior Court of New Jersey, Atlantic County; and

WHEREAS, the City Council of Northfield has determined that it is in the best interest of the City to establish a Joint Municipal Court with the Town of Hammonton; and

WHEREAS, Northfield desires to establish a Joint Municipal Court with Hammonton for, *inter alia*, reasons of efficiency and economy; and

WHEREAS, Northfield further desires to enter into an agreement to form a Joint Municipal Court with the Town of Hammonton; and

WHEREAS, the Joint Municipal Court serving Hammonton and Northfield shall be established on and as of January 1, 2024 and commence operations on January 1, 2024; and

WHEREAS, the City Council of Northfield deems it in the best interest of the City to withdraw from the Central Municipal Court of Atlantic County and establish a Joint Municipal Court with the Town of Hammonton for, *inter alia*, reasons of efficiency and economy.

NOW, THEREFORE, BE IT ORDAINED by City Council of the City of Northfield, County of Atlantic, State of New Jersey, as follows:

Section 1

The Municipal Court of the City of Northfield is hereby abolished and Chapter 18 of the City Code is hereby repealed, in its entirety, and replaced to read as follows:

§18-1 Joint Municipal Court established.

A Joint Municipal Court is hereby established pursuant to the provisions of N.J.S.A. 2B:12-1, et seq., as amended and supplemented, consisting of the Town of Hammonton and City of Northfield (the “Participating Municipalities”). The Joint Municipal Court is created in accordance with a certain Agreement for Joint Municipal Court for the Municipalities of the Town of Hammonton and City of Northfield executed on behalf of the Municipalities of the Town of Hammonton and City of Northfield.

§18-2 Name.

The name of the Joint Municipal Court shall be the “Joint Municipal Court of the Town of Hammonton.”

Section 2

This Ordinance shall take effect following adoption and approval in the time and manner prescribed by law. All summons, warrants and other matters issuing, arising from or within the jurisdiction of the City of Northfield, except those summons, warrants and other matters exempt pursuant to N.J.S. 2B-12-35, shall be within the jurisdiction of the Joint Municipal Court of the Town of Hammonton on and after January 1, 2024, including those matters arising prior to such date which have not been completed/finally adjudicated by January 1, 2024.

Section 3

The purpose of this Ordinance is to establish a single Joint Municipal Court to be located in the Town of Hammonton at 100 Central Avenue, Hammonton, New Jersey 08037.

Section 4

The City Council of the City of Northfield hereby approves the terms and conditions of the Agreement for a Joint Municipal Court for the Municipalities of the Town of Hammonton and City of Northfield to establish the “Joint Municipal Court of the Town of Hammonton” such Agreement attached hereto and incorporated herein by reference. The Mayor and Clerk of Northfield are hereby expressly authorized to execute and deliver the aforesaid Agreement on behalf of the City of Northfield.

Section 5

The jurisdiction of the Joint Municipal Court of the Town of Hammonton shall be coextensive with the municipal territory of the Participating Municipalities.

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the Courts to be invalid, such

adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective; and

BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect following adoption and approval in the time and manner prescribed by law.

The above Ordinance was introduced and passed on its first reading at a regular meeting of the Common Council of the City of Northfield, New Jersey held on June 13, 2023 and will be taken up for a second reading, public hearing and final passage at a meeting of said Council held June 27, 2023 in Council Chambers, City Hall, Northfield, New Jersey.

Mary Canesi, RMC, Municipal Clerk

Erland Chau, Mayor

FIRST READING: June 13, 2023
PUBLICATION: June 20, 2023
SECOND READING: June 27, 2023
PUBLICATION: June 29, 2023

AGREEMENT FOR A JOINT MUNICIPAL COURT FOR THE MUNICIPALITIES OF THE TOWN OF HAMMONTON AND THE CITY OF NORTHFIELD

THIS AGREEMENT is made this ___ day of _____, 2023, by and between the **Town of Hammonton**, a municipal corporation of the State of New Jersey, located in Atlantic County, New Jersey, with an address of 100 Central Avenue, Hammonton, New Jersey 08037 (hereinafter referred to as “Hammonton”); and the **City of Northfield**, a municipal corporation of the State of New Jersey, located in Atlantic County, New Jersey, with an address of 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter referred to as “Northfield”), collectively known hereinafter as the “Municipalities”, and each a “Municipality”.

WHEREAS, the Municipalities have determined it to be in their mutual best interest to provide for a single joint municipal court with Hammonton as the lead agency; and

WHEREAS, Northfield desires to abolish its municipal court and all related positions for reasons of efficiency and economy; and

WHEREAS, N.J.S.A. 2B:12-1, et. seq., authorizes the formation of a single joint municipal court provided that an Agreement is entered into by all of the Municipalities, and provided that such Agreement is filed with the State of New Jersey Administrative Director of the Courts and the Assignment Judge of the Superior Court of New Jersey, Atlantic County.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Municipalities agree as follows:

1. Establishment of a Joint Municipal Court. Hammonton and Northfield agree to the establishment and administration of a single Joint Municipal Court to serve those two Municipalities pursuant to N.J.S.A. 2B:12-1(b) and N.J.S.A. 40A:65-1, et seq.

2. Name. The Joint Municipal Court shall be known as the “Joint Municipal Court of the Town of Hammonton”.

3. Location. The Joint Municipal Court shall be located at the Hammonton Municipal Building, 100 Central Avenue, Hammonton, New Jersey, and the Municipalities agree that all court sessions of the Municipality shall be held at the Hammonton Municipal Building.

4. Administration of Joint Municipal Court.

(a) Hammonton shall act as the lead agency in the provision and delivery of any and all legally required: (i) Joint Municipal Court facilities, personnel, and resources; and (ii) services under this Agreement. Further, Hammonton as the lead agency shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities, and obligations under this Agreement.

(b) Hammonton shall provide all necessary courtroom, offices and storage space for court administration, Judge’s chambers, Prosecutor’s offices, archive storage, Judges,

Prosecutors, Public Defenders, Interpreters, Court Administration staff and personnel, security personnel, state provided computer hardware and software, audio-visual equipment, appropriate municipal court forms, and payment processing, at its sole cost and expense.

(c) The Municipal Court operations of the Municipalities shall be managed by Hammonton as a Joint Court using one set of books and one court calendar.

(d) The Joint Municipal Court will hold its court days as scheduled by the Hammonton Court Administrator in conjunction with the Judge. Emergency or special sessions can be scheduled as may be necessary by the Hammonton Court Administrator in consultation with the Judge.

(e) As required to ensure legally compliant and efficient court operations, Hammonton shall use both its current and supplemental court professionals – Judges, Prosecutors, and Public Defenders – in court operations; and shall be solely responsible for the payment of any and all salary, wages, and any associated benefits that may be provided to these court professionals for the term of this Agreement.

(f) (e) As required to ensure legally compliant and efficient court operations, Hammonton shall use its current and supplemental court administration personnel in court operations. Hammonton shall have the sole authority to retain, hire, fire, and/or discipline its court administrative personnel.

(g) Hammonton will be responsible for any and all repairs, maintenance, or replacement of any damaged or unusable facilities, equipment, and furniture in the joint courtroom, court-related offices, and Hammonton Municipal Building public space.

(h) Subject to the Deficiency and Surplus provisions of Subsection 4(i) of this paragraph below, Hammonton will receive all net revenues generated by all Northfield cases in the Joint Municipal Court and shall retain said net revenues in accordance with the following procedure: i) Hammonton will send a check for the Northfield net revenues to Northfield; and ii) Northfield shall endorse the check over to Hammonton and send same back to Hammonton.

(i) Based upon the individual assessments, analysis and negotiations of the Municipalities, the minimum revenue generated from fines and court costs for those summonses and complaints originating out of Northfield shall be at least \$25,000.00 (“Minimum Revenue Requirement”) in each twelve (12) month period from January 1 to December 31 of any year (the “Revenue Period”) during the term of this Agreement. The Minimum Revenue Requirement shall remain fixed for each year of this Agreement. The Municipalities understand, acknowledge and agree that the initial Revenue Period and all obligations and requirements under this Agreement shall commence on January 1, 2024.

i. Deficiency. If the total revenue generated from fines and court costs for those summonses and complaints originating out of Northfield (“Revenue”) is less than the Minimum Revenue Requirement (i.e. \$25,000.00) in any Revenue Period, then Northfield shall pay to Hammonton the difference between the Minimum Revenue Requirement and the Revenue (the “Deficiency Amount”) within sixty (60) days of receipt of written notice of such

deficiency from Hammonton. The Deficiency Amount shall be paid by Northfield to the Town of Hammonton Municipal Clerk. In the event of any dispute as to the amount to be paid, the full amount of the Deficiency Amount shall be paid by Northfield to Hammonton within the sixty (60) day period without prejudice. If through subsequent negotiation, litigation or settlement the Deficiency Amount due shall be determined, agreed or adjudicated to be less than the amount actually paid, then Hammonton shall promptly refund the excess.

ii. Surplus. If the Revenue exceeds the Minimum Revenue Requirement (i.e. \$25,000.00) in any Revenue Period (the “Surplus Amount”), then Hammonton shall pay to Northfield fifty percent (50%) of the Surplus Amount on or before March 1 of the next Revenue Period (i.e. If the Surplus Amount is \$10,000 from Revenue Period of 1/1/24 to 12/31/24 then 50% of the Surplus Amount would be paid by Hammonton to Northfield on or before 3/1/25). Hammonton shall retain the remainder of the Surplus Amount. In the event of any dispute as to the amount to be paid, the minimum agreed upon surplus amount shall be paid by Hammonton to Northfield on or before March 1 of the next Revenue Period without prejudice. If through subsequent negotiation, litigation or settlement the Surplus Amount due shall be determined, agreed or adjudicated to be more than the amount actually paid, then Hammonton shall promptly remit the difference to Northfield.

(j) Hammonton shall use its auditor to perform a yearly audit of the Hammonton Joint Municipal Court in accordance with the applicable requirements of N.J.S.A. 40A:5-1 et seq., the Local Fiscal Affairs Law, at Hammonton’s sole cost and expense. Said audit shall be provided to Northfield, upon request, after August 1 of the next Revenue Period.

(k) Transport of prisoners from Northfield shall be the responsibility of the New Jersey State Police or the local Police Department, whichever is appropriate. In lieu of transporting prisoners, the Joint Municipal Court may utilize video conferencing services to the maximum extent reasonably possible in the discretion of the Judge. Similarly, in an effort to eliminate/reduce overtime pay, the Joint Municipal Court shall schedule appearances of police and other enforcement officers/municipal witnesses utilizing video conferencing services to the maximum extent reasonably possible in the discretion of the Judge.

(l) Hammonton shall also be responsible for the collection of any and all uncollected pre- and post- Agreement receivables due and owing to Northfield through the Joint Municipal Court as of the effective date of this Agreement. Any of the uncollected receivables ultimately collected by Hammonton shall be retained by Hammonton and applied as credits to Northfield’s Minimum Revenue Requirement of the Revenue Period in which said receivables are collected subject to the Deficiency and Surplus provisions of Subsection 4(i) of this Paragraph above.

5. Term of Agreement.

(a) This Agreement shall commence on January 1, 2024, or 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, whichever date is sooner, and shall remain in effect until December 31, 2034, subject to the provisions of Paragraph 5(c) below or unless subsequently extended or renewed, in writing, by the Municipalities.

(b) This Agreement shall become effective for each Municipality upon passage of authorizing Ordinances by the Municipalities as required by N.J.S.A. 2B:12-1(b).

(c) Except for the first two (2) calendar years from January 1, 2024, either Hammonton or Northfield may withdraw from this Agreement at the end of a calendar year, provided, however, that on or before one hundred and eighty (180) calendar days next preceding the end of the calendar year the withdrawing member has given the other member's municipal clerk written notice of its intention to withdraw. In addition, membership in the Joint Municipal Court can be terminated at any time upon mutual written consent of the Municipalities.

6. Municipal Court Committee.

(a) A Joint Municipal Court Committee will be created and operated to: (a) ensure that all of the obligations under the Agreement are satisfied; (b) raise and address questions, issues or concerns related to the Joint Municipal Court; and (c) act as liaison between each Municipality's governing body. Each participating Municipality agrees to designate one (1) member of their governing body to serve on the Joint Municipal Court Committee, which Committee will meet from time to time to make determinations of relevant and pending issues.

(b) On or before December 1, 2023, Hammonton shall provide Northfield the list of all municipalities that make up the Joint Municipal Court of the Town of Hammonton.

(c) Each Municipality shall have one vote.

(d) Each Municipality shall notify Hammonton of the name of its Committee representative annually no later than fifteen (15) calendar days after its respective Municipal Reorganization Meeting.

(e) All Joint Municipal Court Committee actions may be approved by a simple majority of the voting members present. In the event of a tie vote on any matter under consideration by the Committee, Hammonton's Mayor may cast one additional vote to break the tie.

7. Additional Municipal Participants. Hammonton may solicit and add other Municipalities to the Hammonton Joint Municipal Court. In the event that a contract with an additional Municipality is pending, Hammonton will present the anticipated impacts on staffing and operating expenses to the Joint Municipal Court Committee and recommend adjustments associated with providing Joint Municipal Court facilities, personnel and resources, as appropriate. Hammonton agrees that there shall be no additional costs imposed or levied upon Northfield, pursuant to this Paragraph 7, during the term of this Agreement.

8. Insurance. Each of the Municipalities will keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey or with the Municipal Joint Insurance Fund, which insurance shall be evidenced by certificates and/or policies as determined by Hammonton. Hammonton shall maintain workers compensation insurance to cover the Joint Municipal Court employees on their payroll.

9. Indemnification.

(a) Northfield agrees to indemnify and hold harmless Hammonton, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions of Northfield's personnel arising out of this Agreement or any of the obligations assumed by Northfield hereunder. Northfield, upon notice from Hammonton, shall resist and defend, at the expense of Northfield, such action or proceeding with Counsel reasonably satisfactory to Hammonton. In addition, at its option, Hammonton may engage separate counsel at its sole expense to appear on its behalf in such action or proceeding without waiving its right or Northfield's obligation under this paragraph.

(b) Hammonton agrees to indemnify and hold harmless Northfield, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions of Hammonton's personnel arising out of this Agreement or any of the obligations assumed by Hammonton hereunder. Hammonton, upon notice from Northfield, shall resist and defend, at the expense of Hammonton, such action or proceeding with Counsel reasonably satisfactory to Northfield. In addition, at its option, Northfield may engage separate counsel at its sole expense to appear on their behalf in such action or proceeding without waiving its right or Hammonton's obligation under this paragraph.

10. Miscellaneous.

(a) This Agreement contains the entire and only Agreement between the participating Municipalities and no oral statements, representations or prior writing not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in any way except by a writing approved and executed by both participating Municipalities.

(b) The interpretation and validity of this Agreement shall be governed by the laws of the State of New Jersey.

(c) If any term or provision of this Agreement or the application thereof to any participating municipality or circumstances, to any extent, shall be invalid or unenforceable, the remainder of this Agreement, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

(d) This Agreement may be signed in one or more duplicate original counterparts, each of which shall be an original but all of which together shall constitute one in the same Agreement.

(e) The parties acknowledge that this Agreement is contingent upon and subject to the approval of the State of New Jersey Administrative Director of the Courts or designee and the Assignment Judge of the Superior Court of New Jersey, Atlantic County.

(f) All notices under this Agreement for a Joint Municipal Court for the Municipalities of the Town of Hammonton and Northfield shall be in writing and shall be sent certified mail, return receipt requested to the Municipal Clerk of each Municipality at the address indicated above.

(g) Each party to this Agreement represents and warrants to the other that all Municipal action necessary for Hammonton and Northfield to enter into and perform all obligations required by this Agreement have been validly undertaken and that the undersigned are authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Mayors and their municipal seals affixed hereto and attested by their respective clerks the day and year set forth below.

ATTEST:

TOWN OF HAMMONTON

Frank Zuber, Town Clerk

By: _____
Mayor Stephen DiDonato

Date: _____

CITY OF NORTHFIELD

Mary Canesi, City Clerk

By: _____
Erland Chau, Mayor

Date: _____