

Township of Shrewsbury

**COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

SOLICITATION for MUNICIPAL COURT SHARED SERVICES

PUBLIC OPENING OF SUBMISSIONS:

TOWNSHIP OF SHREWSBURY FOR CALENDAR YEAR 2018, OPTIONS FOR 2019 AND 2020

**PUBLIC NOTICE FOR THE SOLICITATION OF AN INTERLOCAL
AGREEMENT CONTRACT FOR MUNICIPAL COURT SERVICES
PURSUANT TO 40A:65-1 ET.SEQ, AND NJSA 2B:12-1(c)**

SCOPE OF WORK

The following is a description of the services required, including, where appropriate, a description of tasks involved:

The Uniform Shared Services and Consolidation Act allows for shared services among municipalities. NJSA 2B:12-1(c) allows that two or more municipalities may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal court, and agree to appoint judges and administrators without establishing a joint court. The statute further provides where municipal courts share facilities, the identities of the individual courts shall continue to be expressed in the captions of orders processed.

The lead agency shall provide all usual and ordinary judicial and administrative services to the Township of Shrewsbury, including the physical court facilities, the services of the Judge, Prosecutor, Public Defender, Court Administrator and other court staffing and equipment as required by statute and by the Supreme Court of the State of New Jersey for all matters arising within the jurisdiction of the Municipal Court of Shrewsbury Township. Shrewsbury Township shall appoint, for purposes of fulfilling the state statute, the same Judge as the lead agency appoints.

The personnel of the lead agency shall maintain separate dockets and filings, which shall exist in separately in the ATS/ACS database.

The personnel of the lead agency shall maintain a complete set of financial records and separate recording of all fines and costs, including any audit requirements of the State of New Jersey or the Administrative Office of the Courts. The lead agency shall agree to permit Shrewsbury Township's agents or auditors to examine any and all records relevant to this shared service, and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the record, reports and documents relative of this shared service.

The lead agency shall maintain a separate bank account for all matters of the Township of Shrewsbury Municipal Court, and shall remit all revenues generated by the adjudication of the matters of the Township of Shrewsbury Court on a monthly basis in accordance with the guidelines of the Administrative Office of the Courts. The lead agency shall choose a depository that is convenient for its operations, and said depository shall be dually appointed by the Township of Shrewsbury. The lead agency shall supply the Township of Shrewsbury with copies of the monthly bank statements, and the report of cases, fines levied, etc. monthly.

Records received, retained, retrieved, or transmitted under the terms of this shared service may constitute public records of the Township of Shrewsbury as defined by **N.J.S.A. 47.3-16**, and are legal property of the Township of Shrewsbury. The lead agency named for this shared service must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.

The lead agency shall provide all supplies for the Shrewsbury Township Municipal Court such as ticket books, and shall coordinate with the Shrewsbury Township Code/Housing Officer to schedule hearings, proceedings, etc. to ensure his/her availability. The lead agency shall recognize that Shrewsbury Township is patrolled by the New Jersey State Police and coordinate with the Office of NJSP for appearances of its officers.

All employees and personnel for the municipal court services provided shall be the employees and personnel of the lead agency exclusively. The lead agency will make appointments at its sole discretion. The lead agency shall save and hold harmless the Township of Shrewsbury for any and all claims directly or indirectly related to the employment of any personnel providing services in accordance with this shared service. The lead agency must indemnify and hold harmless the Township of Shrewsbury from and against any and all claims, causes of action, law suits, administrative proceedings, liability, damages, losses, costs, including reasonable fees, and other obligations arising directly or indirectly from, or, in any manner associate with the operation of the Shrewsbury Township Municipal Court. The lead agency shall maintain an errors and omission insurance policy covering on any and all staff providing services in accordance with this shared service, naming the Township of Shrewsbury as an additional insured. The lead agency shall maintain an insurance policy on its facilities, as well as maintain workers' compensation coverage on all personnel and employees of the Municipal Court. The lead agency shall maintain any and all bonding requirements for revenue collected pursuant to New Jersey State Statutes.

The lead agency shall reasonably maintain sufficient Court Facilities in accordance with the requirements of the Administrative Office of the Courts. The lead agency shall maintain sufficient staff as necessary to properly operate the Municipal Courts. The township of Shrewsbury acknowledges that the hiring and termination of all employees of the Municipal Court shall rest solely with the lead agency.

The shared service shall commence on January 1, 2018 for a period of not less than one year, and an option for up to five years. Each agency may terminate the shared service agreement for the next calendar year provided notice is given at least 180 prior to the end of the calendar year. Information concerning the activities of the last year will be provided upon request.

All proposals shall be returned to the Township of Shrewsbury, 1979 Crawford Street, Shrewsbury Township no later than December 14, 2017 at 11 am. Interested parties may contact Suzanne M.Veitengruber, RMC, CMFO at 732-542-0572 to discuss the proposal..

**TOWNSHIP OF SHREWSBURY
PUBLIC NOTICE
FOR THE SOLICITATION OF A SHARED SERVICE AGREEMENT FOR MUNICIPAL COURT SERVICES
FOR THE YEAR 2018 WITH OPTIONS THROUGH 2022**

NOTICE IS HEREBY GIVEN that proposals for the above shared service (Municipal Court Services) will be received by Chief Municipal Finance Officer or her designated representative, for the Township of Shrewsbury, County of Monmouth, State of New Jersey up to and including **December 14, 2017, at 11 a.m.** prevailing time, at the Township of Shrewsbury, Municipal Building, **1979 Crawford Street, Shrewsbury Township, NJ 07724** then publicly opened and read aloud for the following:

Municipal Court Services Shared Service

Standardized submission requirements and selection criteria are on file and available in the Clerk's office during regular business hours, 8:30 AM to 4:30 PM, Monday through Thursday, excluding holidays. **Addenda will be posted on the Township website.**

Any proposals are required to comply with the requirements), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts), and file the Mandatory Affirmative Action language.

The Township Committee reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Township. The Township Committee shall award the shared service agreement by resolution prior to January 1, 2018.

By authorization of the Township Committee of the Township of Shrewsbury, Monmouth County, New Jersey.

October 24, 2017

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the lead agency agrees as follows:

The lead agency, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lead agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The lead agency, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The lead agency will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the lead agency commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The lead agency, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The lead agency agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The lead agency agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The lead agency agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes

and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The lead agency shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The lead agency and the TOWNSHIP OF SHREWSBURY (herein referred to as the Township) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the lead agency agrees that the performance shall be in strict compliance with the Act. In the event the lead agency, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the lead agency shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The lead agency shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The lead agency shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP'S grievance procedure, the lead agency agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the lead agency shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the lead agency along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the lead agency every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the lead agency pursuant to this contract will not relieve the lead agency of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the lead agency, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the lead agency expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the lead agency obligations assumed in this Agreement, nor shall they be construed to relieve the lead agency from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Signature, Lead Agency

**PROPOSAL TO PROVIDE MUNICIPAL COURT SERVICES
TO THE TOWNSHIP OF SHREWSBURY
SUBMISSION FORM**

(Additional sheets may be used but please use item number)

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:

2. References and record of success of same or similar service:

3. Description of ability to provide the services in a timely fashion:

4. Additional Requirements of the Lead Agency

5. Cost details: include the annual rate, to be paid on a semi-annual basis for municipal court services and all expenses for the year 2018, as well as additional options up to and including the calendar year 2022:

2018 _____

2019 _____

2020 _____

2021 _____

2022 _____

Lead Agency: _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone #: _____ Fax #: _____

Email: _____