

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2013-175

Council Meeting Date: 05-28-2013

Date Adopted: 05-28-2013

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN BOROUGH OF NEW PROVIDENCE, THE CITY OF SUMMIT AND THE TOWNSHIP OF BERKELEY HEIGHTS TO PROVIDE EMERGENCY TEMPORARY MUNICIPAL COURT FACILITIES

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Kapner.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize an agreement between the City of Summit, the Township of Berkeley Heights and the Borough of New Providence, in the form attached hereto, and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 28th day of May, 2013.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN				X
MUÑOZ	X			
ROBINSON	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 28th day of May, 2013.

Wendi B. Barry, Borough Clerk

Agreement

This Agreement between the Township of Berkeley Heights, the Borough of New Providence, and the City of Summit, collectively referred to as the "Parties" dated the _____, day of June 2013.

WITNESSETH

Whereas, the Parties recognize the need and benefit to their respective municipality in providing court space to each other in the event of an emergency; and

Whereas, the Parties agree that a partnership to advance this shared service be developed between the entities;

NOW THEREFORE, BE IT AGREED, as follows:

- 1) The Parties agree that in the case of an emergency affecting one of the courts named in this Agreement, be it power outage, flood, fire or other, the affected court shall relocate upon order of the Municipal Court Judge as follows: the New Providence/Berkeley Heights Court shall be temporarily relocated to the City of Summit, 512 Springfield Avenue, Summit, New Jersey and the Summit Court shall be temporarily relocated to New Providence, 360 Elkwood Avenue, New Providence, New Jersey. In the event both the Summit and New Providence facilities are not functioning or usable, the court shall be relocated to the Township of Berkeley Heights, 29 Park Avenue, Berkeley Heights, New Jersey.
- 2) The relocating court shall bear any incidental costs associated with said relocation.
- 3) The relocating court will use the best efforts to avoid or minimize any disruption to the host court.
- 4) The relocating court will staff and support all of its own responsibilities and activities.
- 5) The relocating court will provide any specialized equipment necessary for its operation, including but not limited to forms, stamps, stationary, computers and office supplies.
- 6) The host court shall permit use of the books, recording and media equipment by the relocating court.

- 7) Any change in facility or court sessions as a result of the relocation shall be approved by the Municipal Court Judge and the Administrative Office of the Courts.
- 8) The relocating court shall provide all court security staff, both inside and outside the courtroom during its court sessions. The parties shall permit the magnetometer and wand to be used by the relocating court during court sessions.
- 9) The relocating court shall be responsible for its prisoners from the court including but not limited to: transportation, monitoring and cleaning up jail cells. The host town shall allow the relocating court to use its jail cells.

This Agreement shall become effective on _____, and will expire on _____. The Agreement shall automatically renew upon each annual expiration, unless 60 days advance written notice is given by any Party to the other indicating a desire to renegotiate the terms therein. This Agreement may be cancelled at any time upon 90 days written notice to all parties.

Township of Berkeley Heights

City of Summit

By _____

By _____

Joseph B. Bruno, Mayor

Ellen Dickson, Mayor

Witness _____

Witness _____

Ana Minkoff, Township Clerk

David L. Hughes, City Clerk

Borough of New Providence

By _____

J. Brooke Hern, Mayor

Witness _____

Wendi B. Barry, Borough Clerk