

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Westampton Township COUNTY: Burlington

RECIPIENT: Hainesport Township COUNTY: Burlington

BRIEF DESCRIPTION OF SERVICE:

Westampton Township provides municipal court services for Hainesport Township.

EFFECTIVE DATE: 3-1-09

EXPIRATION DATE: Continues

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT Hainesport saves

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**WESTAMPTON TOWNSHIP - HAINESPORT TOWNSHIP
INTERLOCAL MUNICIPAL COURT AGREEMENT**

THIS AGREEMENT, made the 10th day of February, 2009

BETWEEN the TOWNSHIP OF WESTAMPTON
a New Jersey Municipal Corporation

whose address is 710 Rancocas Road, Westampton, NJ 08060

herein referred to as Westampton.

AND the TOWNSHIP OF HAINESPORT
a New Jersey Municipal Corporation

whose address is One Hainesport Centre, P.O. Box 477, Hainesport, NJ 08036

herein referred to as Hainesport.

WITNESSETH:

WHEREAS, pursuant to *N.J.S.A. 40A:65-1 et seq.*, any municipality of the State may enter into a contract with any other municipality or municipalities for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, pursuant to *N.J.S.A. 2B:12-1(c)*, two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment supplies and employees for their municipal courts and agree to appoint the same persons as judges and administrators without establishing a joint municipal court; and

WHEREAS, pursuant to *N.J.S.A. 2B:12-1(c)*, Hainesport passed Resolution No. _____ on _____ providing for the sharing of court facilities and court staff including judges and court administrators with Westampton; and

WHEREAS, pursuant to *N.J.S.A. 2B:12-1(c)*, Westampton passed Resolution No. 31-09 on 2/10/09 providing for the sharing of court facilities, and court staff including judges and court administrators with Hainesport; and

WHEREAS, Westampton and Hainesport desire to enter into this Interlocal Services Agreement ("Agreement") to establish all obligations in connection with the combined sessions of municipal courts.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, Westampton and Hainesport hereby agree as follows;

Article 1 - Scope of Services:

A. Westampton and Hainesport agree to provide jointly for courtrooms, chambers, equipment, and employees for their municipal courts without establishing a joint municipal court.

B. Westampton and Hainesport agree to appoint the same judge, administrator and court personnel with Westampton making the appointments and Hainesport agreeing to same.

C. The compensation of the municipal court judge, court administrator and any other personnel shall be fixed by a salary ordinance adopted by Westampton.

D. The identities of the individual courts shall continue to be expressed in the captions of orders and process. The courtroom and sessions of the Municipal Court of Hainesport shall be held in Westampton's municipal complex. Sessions of said court shall be held at such times as shall be fixed by the judge.

E. The Municipal Court of Westampton, the judge and other personnel thereof shall have, possess and exercise all functions, powers, duties and jurisdiction of a municipal court prescribed by *N.J.S.A. 2B:12-1 et seq.*, its amendments and supplements. Westampton shall have the responsibility to ensure that all standards are met by its appointees and/or employees regarding the level and quality of performances required of such appointees and/or employees.

Article II - Payment by Hainesport

A. Hainesport's payment to Westampton for the above court services will be the net income realized from Hainesport's Court. Westampton will submit to Hainesport the cost portion of the fines collected for summonses issued prior to March 1, 2009. A monthly report will be made to Hainesport detailing the court income.

Article III - Term of Contract

This agreement shall be effective March 1, 2009 and shall continue until either party terminates this Agreement. Termination of this Agreement shall only occur by the way of the terminating party adopting rescinding legislation and providing written notice of same to the other party, which said legislation shall be adopted and notice given at least six (6) months in advance of any intended effective date.

Article IV - Indemnification and Hold Harmless Agreement

Hainesport will indemnify and hold harmless Westampton for any and all claims, including, but not limited to, employee claims and any other causes of action, arising out of the execution of this Agreement.

Article V - Miscellaneous

A. Westampton's court administrator, judge and chief of police will meet with the appropriate Hainesport personnel prior to the effective date of this Agreement to ensure an effective transition.

B. Westampton agrees to permit the State Police for Hainesport to have access to the Criminal Justice Information System (CJIS) located at the Westampton Police Department during all court sessions.

C. Whenever under the terms of this Agreement, written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been sufficiently given if personally delivered to the Municipal Clerk or if mailed by way of certified or registered mail, return receipt requested, and addressed to the party to whom notice is to be given, as set forth below:

Westampton: Westampton Township Committee
710 Rancocas Road
Westampton, NJ 08060

Hainesport: Hainesport Township Committee
One Hainesport Center
P.O. Box 477
Hainesport, NJ 08036

D. This Agreement may be modified from time to time by mutual written agreement and authorizing resolutions.

IN WITNESS WHEREOF, Westampton and Hainesport have caused this Interlocal Services Agreement to be executed by their duly authorized representatives as of the day and year first written above.

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Attest:

By: Donna Ryan
Donna Ryan, Municipal Clerk

TOWNSHIP OF WESTAMPTON
a New Jersey Municipal Corporation

By: Sidney Camp
Sidney Camp, Mayor

Attest:

By: Paul Tuliano
Paul Tuliano, Municipal Clerk


TOWNSHIP OF HAINESPORT
a New Jersey Municipal Corporation

By: Bruce Maffackler
, Mayor

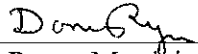
STATE OF NEW JERSEY :
 : ss
COUNTY OF BURLINGTON :

Be it remembered that on this 11th day of February, 2009 before me, the subscriber, personally appeared Donna Ryan, who being by me duly sworn according to law on her oath, says that she is the Municipal Clerk of the Township of Westampton, the Grantor named in the within instrument; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Township, as and for its voluntary act and deed, and for the voluntary act and deed of said Township, in presence of deponent, who thereupon subscribed his name thereto as witnessed and that the consideration was \$1.00.

Sworn and subscribed to before
me this 11th day of February, 2009



Notary Public



Donna Ryan, Municipal Clerk
Township of Westampton

SANDRA HAREMZA
Notary Public of New Jersey
My Commission Expires May 20, 2013

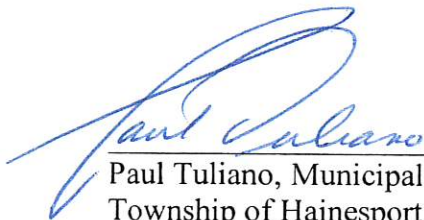
STATE OF NEW JERSEY :
 : ss
COUNTY OF BURLINGTON :

Be it remembered that on this 23 day of February, 2009 before me, the subscriber, personally appeared Paul Tuliano, who being by me duly sworn according to law on his oath, says that he is the Municipal Clerk of the Township of Hainesport, the Grantor named in the within instrument; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Township, as and for its voluntary act and deed, and for the voluntary act and deed of said Township, in presence of deponent, who thereupon subscribed his name thereto as witnessed and that the consideration was \$1.00.

Sworn and subscribed to before
me this 23 day of February, 2009


Notary Public

DAWN ROBERTSON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 17, 2009


Paul Tuliano, Municipal Clerk
Township of Hainesport