

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Lumberton Township COUNTY: Burlington

RECIPIENT: Mount Laurel Township COUNTY: Burlington

BRIEF DESCRIPTION OF SERVICE:

Use of Court Room Facilities while undergoing renovations

EFFECTIVE DATE: May 22, 2018

EXPIRATION DATE: Aug 31, 2018

ESTIMATED COST SAVINGS  
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \_\_\_\_\_

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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.

**SHARED SERVICES AGREEMENT BETWEEN MOUNT LAUREL  
TOWNSHIP AND LUMBERTON TOWNSHIP FOR THE USE OF COURT  
ROOM IN LUMBERTON**

**THIS AGREEMENT** made this 21 day of May, 2018 by and between the **TOWNSHIP OF MOUNT LAUREL**, with its primary offices at 100 Mount Laurel Road, Mount Laurel, New Jersey 08054 (“Mount Laurel”), and **LUMBERTON TOWNSHIP**, with its primary offices at 35 Municipal Drive, Lumberton, New Jersey 08048 (“Lumberton”) (collectively, the parties hereinafter referred to as the “Parties”).

**WITNESSETH**

**WHEREAS**, the parties seek to forge a cooperative relationship to allow Mount Laurel to use Lumberton’s Court Room while Mount Laurel’s Court Room undergoes reconstruction; and

**WHEREAS**, both parties have adopted resolutions authorizing the execution of this Agreement.

**NOW, THEREFORE**, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be bound hereby, the parties mutually covenant and agree as follows:

**1. GOVERNING LAW; TERM.**

- A. This Agreement is governed by the provisions of N.J.S.A. § 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.
- B. This Agreement shall commence with the execution of this Agreement by the last signature and terminate through the termination provisions in this Agreement.

**2. COURT ROOM USAGE.**

- A. The Lumberton Township Municipal Building is located at 35 Municipal Drive, Lumberton.
- B. Mount Laurel shall be permitted to use the Lumberton’s court room, Judge’s Chambers, conference room, holding cells, lobby, court office, court equipment, public restrooms, and parking areas to operate the Mount Laurel Municipal Court on the first, third and fourth Wednesdays and second, third and fourth Tuesdays of each month commencing June 1, 2018.
- C. Mount Laurel shall supply and pay for all personnel including, but not limited to, the Municipal Court Judge, the Municipal Prosecutor, the Municipal Public Defender, all

Court Staff, all check-in and court room security (regular or Class II Officers) and janitorial staff.

- D. At the end of each session, the facility shall be returned to its original condition, wear and tear excluded. Mount Laurel shall be responsible for any damage caused to the Lumberton facility by employees or court participants.
- E. Mount Laurel shall not physically alter the facility without the expressed written consent of Lumberton.
- F. The Mount Laurel Township Manager and the Lumberton Township Administrator are designated to act as the liaison for each Township in order to support and facilitate the efficient application of this Agreement. Either party may change the designation of the liaison by providing written notice to the other party.
- G. Mount Laurel shall report any maintenance issues to Lumberton. Actual maintenance will be performed by Lumberton as needed.

### 3. **INSURANCE.**

- A. Both parties shall maintain the appropriate insurance to insure for any foreseeable loss.
- B. Each party will secure the appropriate Certificates of Insurance from its respective insurance agent for loss caused by its activities.
- C. A copy of the Insurance Certificate will be provided to the other party.
- D. Each party's Insurance will name the other party as "additional insured".

### 4. **TERM and TERMINATION.**

- A. This Agreement shall commence on June 1, 2018. It is expected to run until August 31, 2018. If the Mount Laurel Court Room Construction project is not complete, the term shall be extended on a month to month basis. Mount Laurel must give updates to Lumberton by the 15<sup>th</sup> day of each month starting in July.
- B. Neither party may terminate their participation in the Agreement without approval of the Assignment Judge of the Superior Court, Burlington County Vicinage.
- C. At termination, Lumberton shall allow reasonable time for Mount Laurel to remove all equipment and materials from Lumberton, said time shall not be more than thirty (30) days.

5. **DISPUTE RESOLUTION.**

- A. Prior to submission of a dispute as required in paragraph 5B, a meeting shall be held with the Mount Laurel Township Manager and Township Administrator to rectify any outstanding issue(s). The parties shall have seven (7) days to resolve the dispute unless each party agrees to a greater time limit.
- B. In the event that a dispute cannot be resolved in Paragraph 5A, then the dispute shall be submitted to the Presiding Judge of the Municipal Court, Burlington County Vicinage.

6. **NOTICES.**

- A. Notices hereunder shall be given to the parties at the addresses identified above and shall be made by hand delivery, e-mail, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the time limit. For the purpose of calculating time limits which run from the giving of a particular notice the time shall be calculated from actual receipt of the notice. Time shall run only on business days which, for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday.

7. **CHOICE OF LAW.**

- A. Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. **ENTIRE AGREEMENT.**

- A. This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

9. **SEVERABILITY.**

- A. If part of this Agreement shall be held to be unenforceable or invalid the rest of the Agreement shall nevertheless remain in full force and effect.

10. **WAIVER.**

- A. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, effective the day and year written above.

ATTEST:

MOUNT LAUREL TOWNSHIP

Carol Modugno  
Carol Modugno, Deputy Clerk

By: Meredith Tomczyk  
Meredith Tomczyk, Twp. Manager

LUMBERTON TOWNSHIP

Debra L. Shaw-Blemings  
Debra L. Shaw-Blemings, Clerk

By: Brandon Umba  
Brandon Umba, Twp. Administrator