

**AN AGREEMENT BETWEEN BASS RIVER TOWNSHIP AND WASHINGTON  
TOWNSHIP TO CONTINUE THE SHARED USE OF MUNICIPAL COURT  
ACCOMMODATIONS, SUPPLIES AND PERSONNEL**

THE AGREEMENT made this 3<sup>rd</sup> day of Nov. 2014 by and between the duly incorporated Municipalities of the Township of Bass River, Burlington County, New Jersey and Washington Township, Burlington County, New Jersey; and

WHEREAS prior to the mutual enactment of ordinances more fully described below, Bass River Township and Washington Township has established a joint single inter-municipal court with coextensive jurisdiction pursuant to N.J.S.A. 2b:12-1 et seq.; and

WHEREAS by operation of Bass River Township Code Section 2.04 and a corresponding Washington Township Ordinance, Bass River Township and Washington Township have abolished the aforementioned shared municipal court and in lieu and instead thereof have established single, separate municipal courts pursuant to N.J.S.A. 2B:12-1 et seq. and said courts located in the Bass River Township Municipal Hall; and

WHEREAS a prior agreement between the respective Townships will expire on December 31, 2014; and

WHEREAS Bass River Township and Washington Township desire to continue to share the use of the municipal court accommodations, supplies, personnel and other facilities; and

WHEREAS the aforesaid ordinances authorizing the signatories of this contract to bind the respective townships to this agreement; and

WHEREAS the parties deem this contract to be consistent with the aforesaid ordinances and in the best interest of the townships; and

WHEREAS Bass River Township and Washington Township desire that the terms and conditions set forth in this contract govern the relationship between Bass River Township and Washington Township pertaining to municipal courts established for the effective date of this contract.

IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

1. Terms of Contract: This contract shall be for a 2-year term effective upon approval by both Townships until December 31, 2016.

2. Contract Renewal: Either party must provide notice that this contract will not be renewed upon its termination date, no later than June 30, 2014. For purpose of this paragraph the notice and election not to renew means that the parties no longer wish to share court facilities and does not mean merely that the negotiations to modify the terms of the contract are contemplated.

3. Shared Facilities: Except as may be mutually agreed upon to the contrary, Bass River shall provide the physical building facility and all related expenses and personal accommodations, supplies and personnel. Washington Township agrees to utilize and share the Bass River Township Court personnel but does not waive its right to appoint different personnel in any contract renewals hereof. By operation of this contract, Washington Township is deemed to have appointed the Court personnel being utilized by Bass River Township for the calendar year 2014 and thereafter. Such personnel shall in all respects be governed by Bass River Township employee personnel policies and rules.


4. Revenue: All revenues generated shall be sole property of the municipality from whose geographic jurisdiction the incident allegation occurred resulting in the issuance of a summons, complaint or other legal process and resulting in a conviction generative the revenue. Revenues shall be disbursed as nearly as possible on a monthly basis.

5. Costs: Costs shall mean all expenses reasonably related and incurred by Bass River Township as a result of the operation of the municipal court. Washington Township agrees to reimburse Bass River Township a portion of those costs in consideration of Bass River Township providing the court facilities. For this contract term, Washington Township agrees to pay Bass River on a quarterly basis for Washington Township's share of the costs in an amount equal to fifteen (15%) percent of the total joint expenses. The figure shall be based in quarterly reports which are to be forwarded by the Court to both municipalities on a quarterly basis. A year end adjustment shall be made, if necessary, to reflect the actual costs due from Washington Township to Bass River Township or from Bass River Township to Washington Township for the calendar year 2015 and each subsequent year based upon Washington Township's actual percentage of total revenues generated by the Court.

6. Supplies: Court clerical personnel may order supplies in the ordinary course of business. However, any expenditure in excess of \$100.00 to be charged exclusively to Washington Township must be cleared in advance with Washington Township.

This contract may be modified from time to time by mutual agreement and authorizing resolutions.

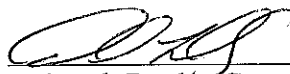
ATTEST:



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Amanda S. Somes, RMC, Clerk

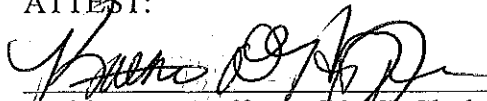
**BASS RIVER TOWNSHIP**



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Deborah Buzby-Cope, Mayor

ATTEST:



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Kathleen D. Hoffman, RMC, Clerk

**WASHINGTON TOWNSHIP**



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Dudley Lewis, Mayor

RESOLUTION 2014 - 53

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF BASS RIVER  
AND THE TOWNSHIP OF WASHINGTON FOR BASS RIVER COURT

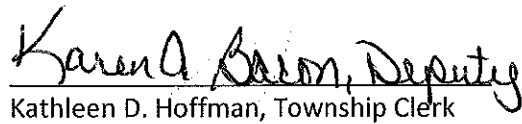
**WHEREAS**, Washington Township has determined that there is a need to enter into a Shared Service Agreement between the Township of Bass River and the Township of Washington for Court Services; and

**NOW, THEREFORE, BE IT RESOLVED** by the Committee of the Township of Washington, Burlington County, New Jersey, that the Township of Washington enters into this Shared Service Agreement.

**BE IT FURTHER RESOLVED**, that the Mayor and Township Clerk are hereby authorized to execute the Shared Service Agreement to implement the intent of this resolution.

Certified as a true copy of a Resolution adopted by the Governing Body on September 9, 2014.

Date: September 9, 2014

  
Kathleen D. Hoffman, Township Clerk

Send to  
Wash. Twp.  
11/6/14  
AS

RESOLUTION NO. 2014-84

**A RESOLUTION AUTHORIZING THE TOWNSHIP OF BASS RIVER  
TO ENTER INTO A SHARED SERVICES AGREEMENT WITH  
WASHINGTON TOWNSHIP**

**WHEREAS**, the Bass River Township Board of Commissioners recognizes the need to provide the residents of the Township with appropriate cost savings measures and the need to take advantage of opportunities to provide cost savings in the administration of local government services for the benefit of all residents; and

**WHEREAS**, Washington Township has requested that the Township of Bass River allow Washington Township to continue to utilize the Bass River Municipal Court offices; and

**WHEREAS**, Bass River Township and Washington Township have negotiated the terms and conditions of an agreement for the provision of such services to Washington Township by Bass River Township as detailed in the attached Shared Services Agreement; and

**WHEREAS**, the Township of Bass River evidences its desire to enter into such Agreement through passage of this resolution; and

**WHEREAS**, the Municipalities are authorized by the "Shared Services Act", N.J.S.A. 40A:65-4, et seq. to enter into any contract for the joint provision of any service which any party to the agreement is authorized to render within its own jurisdiction; and

**WHEREAS**, the parties have agreed to participate in the Shared Services Agreement between the Municipalities and enter into the agreement establishing the respective rights and obligations of the parties regarding this Shared Services Agreement;


**NOW, THEREFORE, BE IT RESOLVED** by the Township of Bass River that:

1. The attached Shared Services Agreement between the Township of Bass River and Washington Township shall be effective according to its terms.
2. The Mayor of Bass River Township is hereby authorized to sign, seal, execute and witness/attest the Agreement.

3. The Mayor and Township Clerk are authorized to take any action necessary to implement the terms of the Shared Services Agreement.

I hereby certify the foregoing to be a true copy of a resolution adopted by the Bass River Township Board of Commissioners at a meeting held on November 3, 2014.

TOWNSHIP OF BASS RIVER

By \_\_\_\_\_  
AMANDA SOMES, RMC-Clerk

By: \_\_\_\_\_  
DEBORAH BUZBY COPE,  
Mayor

DATED: 11/3/14