

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Westampton Township COUNTY: Burlington

RECIPIENT: Eastampton Township COUNTY: Burlington

BRIEF DESCRIPTION OF SERVICE:

Westampton Township provides municipal court services for Eastampton Township. Eastampton pays Westampton a yearly fee. This is a 3-year renewal.

EFFECTIVE DATE: 1/1/17

EXPIRATION DATE: 12/31/19

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT Eastampton 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.

RESOLUTION R2016-122

**TOWNSHIP OF EASTAMPTON
BURLINGTON COUNTY**

**RENEWAL OF INTERLOCAL SERVICES AGREEMENT BETWEEN
WESTAMPTON TOWNSHIP AND EASTAMPTON TOWNSHIP FOR SHARED
MUNICIPAL COURT SERVICES**

WHEREAS, Westampton Township ("Westampton") and Eastampton Township ("Eastampton") entered into an agreement dated April 13, 2009 to provide for the sharing of municipal court services, and was subject to amendment in November of 2011, March 13, 2012, and November 25, 2013; and

WHEREAS, the parties having determined that the shared municipal court service effectuates a cost savings for both municipalities, wish to continue the shared municipal court operation and to enter into a new agreement to consolidate the prior agreement and its amendments, and to provide for additional terms previously unaddressed; and

WHEREAS, the Township's Chief Financial Officer, as required by N.J.A.C. 5:30-5, has certified that there are sufficient funds available for these costs, said certification being attached hereto and made a part hereof.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Eastampton, County of Burlington, and State of New Jersey as follows:

1. The Township Council hereby authorizes the Mayor and Township Clerk to execute the Agreement for Shared Municipal Court Services with Westampton Township, such approval to be contingent upon the Westampton Township Council adopting a resolution authorizing the execution of the Agreement and any required approval of the Administrative Office of the Courts ("the AOC"), the Assignment Judge of the Burlington County Superior Court.
2. The Township Council, based upon the aforementioned certification, hereby declares there are sufficient funds available for the specified purpose and directs the Township Chief Financial Officer to charge the expenditure against:

Year 2017: Budget Account 7-01-42-204-000 - \$ 82,761.00
Year 2018: Budget Account 8-01-42-204-000 - \$ 85,037.00
Year 2019: Budget Account 9-01-42-204-000 - \$ 87,375.00
3. The Township Clerk shall forward a copy of this resolution and the executed Agreement to the New Jersey Department of Community Affairs.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Eastampton Township Council at a meeting held on November 28, 2016.



KIM-MARIE WHITE
Municipal Clerk

Council	Motion	2 nd	Ayes	Nays	Abstain	Absent
Councilman Adams	8		4			
Councilman Edson			X			
Councilman Springer		8	8			
Councilman Zeno			8			
Mayor Apgar			8			
		VOTE	5	0		

TOWNSHIP OF WESTAMPTON

RENEWAL OF INTERLOCAL SERVICES AGREEMENT BETWEEN
WESTAMPTON TOWNSHIP AND EASTAMPTON TOWNSHIP FOR SHARE
MUNICIPAL COURT SERVICES

RESOLUTION NO. 114-16

WHEREAS, Westampton Township (“Westampton”) and Eastampton Township (“Eastampton”) entered into an agreement dated April 13, 2009 to provide for the sharing of municipal court services (the “Agreement”) which agreement was subsequently amended; and

WHEREAS, the parties having determined that the shared municipal court service effectuates a cost savings for both municipalities, wish to continue the shared municipal court operation and to enter into a new agreement to consolidate the prior agreement and its amendments, and to provide for additional terms previously unaddressed; and

NOW THEREFORE, in consideration of the mutual covenants between the parties and other good and valuable consideration, receipt of which is hereby acknowledged, the parties amend the Agreement as follows:

A) The yearly fee paid by Eastampton shall be as follows:

Year 2017	\$82,760.70
Year 2018	\$85,036.62
Year 2019	\$87,375.12

B) The Township Clerk shall forward a copy of this resolution and the executed agreements to the New Jersey Department of Community Affairs.

I, Marion Karp, Clerk of the Township of Westampton, hereby certify that the above is a true copy of a resolution adopted by the Township Committee on the 21st day of Nov. 2016

Marion Karp
Marion Karp, Clerk

**SHARED SERVICES AGREEMENT BETWEEN THE
TOWNSHIP OF WESTAMPTON AND THE TOWNSHIP OF
EASTAMPTON FOR THE CONTINUATION OF A
SHARED MUNICIPAL COURT**

THIS SHARED SERVICES AGREEMENT (“Agreement”) is made on this 28th day of November 2016 by and between the **TOWNSHIP OF WESTAMPTON** (“Westampton”), a municipal corporation of the State of New Jersey, with its principal offices located at 710 Rancocas Road, Westampton, New Jersey 08060 and **THE TOWNSHIP OF EASTAMPTON** (“Eastampton”), a municipal corporation of the State of New Jersey with its principal offices located at 12 Manor House Court, Eastampton, New Jersey 08060. Westampton and Eastampton will be collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the “Uniform Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1 et seq. (the “Act”), allows a local unit to enter into an agreement with another local unit or units to provide or receive any service that each local unit participating in a shared service agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, N.J.S.A. 2B:12-1(c) enables municipalities, by resolution to provide for the sharing of courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators while continuing to maintain the identities of the individual courts as expressed in the captions of orders and process; and

WHEREAS, the Parties entered into a shared services agreement dated April 13, 2009 to create a shared municipal court, which agreement was approved by the Administrative Office of the Courts (“the AOC”), the Assignment Judge of the Burlington County Superior Court (“the Assignment Judge, and was subject to amendment in November of 2011, March 13, 2012, and November 25, 2013; and

WHEREAS the Parties, having determined that the shared municipal court service effectuates a cost savings for both Parties, wish to continue the shared municipal court operation and to enter into this new agreement to consolidate the prior agreement and its amendments, and to provide for additional terms previously unaddressed;

WHEREAS, this Agreement is established in accordance with the Act as the governing body of each municipality determines that the Agreement will benefit the general welfare of its citizens.

NOW THEREFORE, with the preamble clauses being incorporated herein by reference and in consideration of the mutual covenants contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. **Continuation of a Shared Municipal Court/Term.** Eastampton shall continue to share Westampton’s court facilities and staff. This Agreement will not take effect

without any required notice and/or written approval from the AOC, the Assignment Judge and, if necessary, the Civil Service Commission, Intergovernmental Services Unit.

2. **Location and Days of Operation of the Shared Court.** The shared court, including the court and court administrative offices and all court sessions, will be located in the Westampton Township Municipal Complex. Eastampton Court sessions will be conducted the first four Thursdays of every month at 7:30 a.m. except for Novembers due to the Thanksgiving holiday. The number of sessions may be reduced or increased if it can be demonstrated to the Assignment Judge and to the Eastampton Township Manager that the increase or reduction in the number of sessions will effectuate further cost savings and improve the administration of justice.

3. **Bank Accounts.** The Parties shall each receive and retain all net revenues generated by all cases on their respective dockets. Eastampton and Westampton will maintain separate bank accounts for revenue purposes.

4. **Payment by Eastampton.** Westampton will receive during the term of this Agreement, to be paid in equal monthly installments without the submission of vouchers on or before the thirtieth (30th) of each month, the following amounts from Eastampton for the shared court function, which payment shall be for use of the Township's municipal facilities, day to day municipal court administrative services, a staff of one person and record keeping for the Township of Eastampton Municipal Court: January 1, 2017 to December 31, 2017: \$82,761 (\$6,896.75 per month); January 1, 2018 to December 31, 2018: \$85,037 (\$7,086.42 per month); and January 1, 2019 to December 31, 2019: \$87,375 (\$7,281.25 per month).

5. **Dispute of Payment.** In the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Section 4, shall be paid without prejudice. If through subsequent negotiations, mediation, litigation, or settlement, a different amount shall have been determined to have been due, the responsible Party shall make a payment of the amount determined to be due.

6. **Municipal Court Judge.** Eastampton agrees that Westampton's Municipal Court Judge shall serve as the municipal court judge for the Township of Eastampton Municipal Court.

7. **Prosecutor.** Westampton shall appoint the prosecutor who shall also serve as the prosecutor for the Eastampton Township Municipal Court.

8. **Municipal Court Staff.**

A. **Existing Staff Requirements.** Westampton's Municipal Court Administrator shall serve as the municipal court administrator of the Township of Eastampton Municipal Court and the Township of Westampton Municipal Court. Westampton's municipal court staff currently has (5) full-time and (1) part time employees who serve under the municipal court administrator. These employees will also serve the Township of Eastampton Municipal Court.

B. Additional Staff Requirements. Should additional municipal court staff be required by the AOC, or the Assignment Judge, the Parties agree that any resulting increase in salary and benefits from the hiring by Westampton of additional municipal court staff shall be shared proportionately based upon the AOC's weighted formula for court docketing of the prior year's municipal court docket of cases. Eastampton's portion of the salary and benefits shall be added to the monthly payments due to the Township from the Eastampton. Westampton shall notify the Eastampton Township Manager of the cost of the additional staff and the proposed allocation of such cost prior to hiring the additional staff.

9. Public Defender. Westampton shall appoint a public defender who shall also serve as the public defender for the Township of Eastampton Municipal Court.

10. Payment of Salaries, Wages and Health Insurance. Westampton shall pay the salaries, wages and health insurance costs associated with the staff and appointees.

11. Term. Assuming that all necessary approvals have been received, this Agreement shall continue to December 31, 2019. The Parties may agree to extend this Agreement for such additional terms in accordance with the Act.

12. Periodic Meetings. The Eastampton and Westampton Township Managers shall periodically meet with the Court Administrator to ensure that all obligations under this Agreement are being satisfied, to explore new issues and considerations related to shared services, and to engage in long term planning for the purpose of improving efficiency and the delivery of services.

13. Modification. The Parties agree amendments may be made upon the adoption of concurrent resolutions with notice to both the AOC and the Assignment Judge.

14. Indemnification. In addition to the other rights and remedies of the Parties herein, Eastampton, to the extent permitted by law, agrees to indemnify and hold harmless Westampton, its officials, employees and agents, from any and all liability and claims for damages or injuries caused by or resulting from the negligent acts or omissions of Eastampton arising out of this Agreement or any of the obligations assumed by Eastampton hereunder, provided it is determined by a court of proper jurisdiction that Eastampton is solely responsible for such liability. In the event it is determined by the Court that Eastampton is not solely responsible for said liability, Eastampton shall be limited to that degree of liability determined by said Court to be the proportionate liability of Eastampton. Westampton, to the extent permitted by law, agrees to indemnify and hold harmless Eastampton, its officials, employees and agents, from any and all liability and claims for damages or injuries on the part of Westampton caused by or resulting from the negligent acts or omissions of Westampton arising out of this Agreement or any of the obligations assumed by Westampton hereunder provided it is determined by a court of proper jurisdiction that Westampton is solely responsible for such liability. In the event it is determined by the Court that Westampton is not solely responsible for said liability, Westampton shall be limited to that degree of liability determined by said Court to be the proportionate liability of Westampton. Nothing

herein shall be interpreted to limit the Eastampton's responsibility and obligation to indemnify Westampton and hold it and all of its officials, employees and agents, harmless for any and all liability and claims, including attorney's fees, for damages or injuries relating to any employment, discrimination or harassment related claim filed by, or on behalf of, any person employed by the Eastampton as either an officer or employee of the Eastampton Municipal Court.

15. Insurance.

- A. The Parties will keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey which insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties.

Eastampton shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage and shall name Westampton as an additional insured.

- B. This insurance shall indicate on the Certificate of Insurance the following coverages:

- Operations;
- Use of independent contractors and/or subcontractors;
- Products and completed operations;
- Broad form contractual; and
- Broad form property endorsement.

Each certificate or policy shall require a thirty (30) day cancellation notice.

Certificates of insurance shall be delivered to each Party, prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the Parties prior to the implementation of this Agreement.

- C. Westampton shall provide statutory workers compensation insurance coverage for all municipal court positions.
- D. Eastampton shall provide commercial general liability insurance at limits of \$5,000,000 per occurrence and shall name Westampton as an additional insured.
- E. Westampton shall provide sufficient insurance coverage covering losses to Eastampton resulting from negligent errors or omissions, or misappropriations of funds by any person employed who handles monies in the Westampton's municipal court in the scope of that employment.

16. Records Maintenance. Records maintenance shall be the sole responsibility of Westampton. Eastampton shall assume responsibility and bear the full expense of transporting Eastampton Municipal Court records to the Township.

17. Accounting. Each municipal court is required to retain its own set of bank accounts and ticket books at its expense. Eastampton agrees to utilize the same financial institution as Westampton, which at the commencement of this Agreement will be Investors Bank. Should Westampton decide at any time to change financial institutions it shall provide the Eastampton with no less than sixty (60) days written notice. The Court Administrator shall perform all required accounting duties for each court as required by the AOC.

18. Audit. Each municipality shall conduct independent audits of its financial accounts at its own expense.

19. Court Security. Westampton shall be responsible for security for every court session. The security shall be in accordance with the approved court security plan and any and all applicable State laws or regulations. However, any prisoner arrested by Eastampton who is in Westampton's jail facility must be monitored by an Eastampton police officer.

19. Caption. In accordance with N.J.S.A. 2B:12-1C, the identities of the individual courts shall continue to be expressed in the caption of orders and process.

20. Additional Shared Municipal Court Services. Prior to entering into an agreement for shared or joint court facilities with any other municipality, Westampton shall notify the Eastampton Township Manager and undertake a review of court resources, including staffing levels and operational costs, to determine if any modification of this Agreement is required.

21. Dispute Resolution. In the event a dispute shall arise concerning interpretation of the terms of the Agreement, or the satisfactory performance by either Party of the services and responsibilities required by the Agreement, the Parties shall attempt non-binding mediation through a mediator of their choice. If mediation fails, the Parties hereto agree to binding arbitration in accordance with the rules of the American Arbitration Association.

22. Entire Agreement. This Agreement sets forth the entire understanding of the parties. No change or modification of this Agreement shall be valid unless it shall be in writing, authorized by concurring resolutions of the Eastampton and Township governing bodies and signed by the Mayor of each municipality.

23. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplement of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, give effect to the intentions of the Parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

24. Termination. This Agreement may be terminated by mutual consent of the Parties subject to the approval of any necessary judicial authority.

25. **Filing.** In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.

26. **Good Faith Covenant.** The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.

27. **Notices.** All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the designated municipal representative.

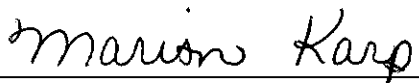
A. The designated municipal representatives for Westampton and Eastampton are:

a. Township Administrator
Township of Westampton
710 Rancocas Road
Westampton, NJ 08060

b. Eastampton Clerk and Eastampton Township Manager
12 Manor House Court
Eastampton, NJ 08060


IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective officers duly authorized, and have caused this Agreement to be dated as of the day and year written above.

ATTEST:




Marion Karp, RMC
Township Clerk

TOWNSHIP OF WESTAMPTON



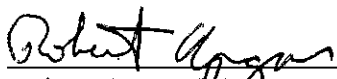
C. André Daniels, Mayor

ATTEST:



Kim Marie White, RMC,
Eastampton Clerk

TOWNSHIP OF EASTAMPTON



Robert Apgar, Mayor