

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: CINNAMINSON TOWNSHIP COUNTY: BURLINGTON

RECIPIENT: MOORESTOWN TOWNSHIP COUNTY: BURLINGTON

BRIEF DESCRIPTION OF SERVICE:

ACCESS AND USE OF CINNAMINSON TOWNSHIP'S COURT FACILITIES BY MOORESTOWN TOWNSHIP
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EFFECTIVE DATE: JANUARY 1, 2014

EXPIRATION DATE: DECEMBER 31, 2014

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.

**SHARED SERVICES AGREEMENT BETWEEN THE
TOWNSHIPS OF CINNAMINSON AND MOORESTOWN FOR
THE USE OF COURT FACILITIES**

THIS AGREEMENT is made on this 8th day of October, 2013 by and between **THE TOWNSHIP OF CINNAMINSON**, a political subdivision of the State of New Jersey, whose address is 1621 Riverton Road, Cinnaminson, NJ 08077 (hereinafter referred to as "Cinnaminson"), and **THE TOWNSHIP OF MOORESTOWN**, a political subdivision of the State of New Jersey, whose address is 2 Executive Drive, Suite 9, Moorestown, NJ 08057 (hereinafter referred to as "Moorestown")(collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Moorestown is in need of the use of Court Facilities to operate the Moorestown Municipal Court on a weekly basis; and

WHEREAS, the Cinnaminson Court Facility is approved by the New Jersey Administrative Offices of the Courts; and

WHEREAS, Moorestown has requested the use of Cinnaminson's municipal facilities at 1621 Riverton Road and 900 Manor Drive (the "Facility"); and

WHEREAS, Cinnaminson has the ability to assist Moorestown under certain conditions; and

WHEREAS, N.J.S.A. § 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act authorizes the municipalities to enter into shared services agreements to accomplish any function which either unit could perform on its own in a effort to reduce local expenses funded by property taxpayers; and

WHEREAS, Cinnaminson has authorized the execution of this Agreement through a Resolution passed by its Township Committee and attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Moorestown has authorized the execution of this Agreement through a Resolution passed by its Township Council and attached hereto as Exhibit B and incorporated herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. **CONTROLLING LAW** – 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. The Agreement is subject to the approval of the New Jersey Superior Court, Burlington Vicinage Assignment Judge or his designee.

2. **SCOPE OF WORK** – Cinnaminson agrees to allow Moorestown access to and the use of the Township’s main meeting room, court offices and small conference room at 1621 Riverton Road, Cinnaminson, each Wednesday during the term of this Agreement for use by it the Moorestown Municipal Court. The time of the court sessions will be determined by the mutual consent of the parties. Moorestown Municipal Court will continue to operate as its own independent court. Moorestown will provide its own court security in accordance with New Jersey Administrative Office of the Court’s requirements. Sworn and uniformed Moorestown Police Officers will be permitted to use the Cinnaminson Police Department’s holding cells at 900 Manor Drive, Cinnaminson, for incarcerated individuals but must provide all manpower for processing, monitoring, transporting of said individuals and must provide immediate maintenance and cleanup of holding cells and processing area if utilized.
3. **USE OF LABOR/ASSIGNMENT OF RESPONSIBILITY** – Both Parties shall provide their own employees to perform this Scope of Work.
4. **EMPLOYMENT RECONCILIATION PLAN** –No layoffs are anticipated by this Agreement.
5. **DESIGNATION OF PRIMARY EMPLOYER** – Each Party shall continue to maintain their own employees. Neither Party shall serve as lead agency in this Agreement. As such, neither Party shall be designated as Primary Employer.
6. **TERM OF AGREEMENT/RIGHT TO TERMINATE** - This Agreement shall remain in full force and effect for a term of one year (1) year from January 1, 2014 through December 31, 2014. Either party may terminate the contract, for any reason, upon 90 days written notice to the other Party. Cinnaminson reserves the right to cancel the Agreement immediately in that event that the state or county laws or regulations change making this Agreement legally impractical or impermissible.
7. **ESTIMATED COST OF SERVICES** – Moorestown shall pay Cinnaminson \$20,000 annually for use of the Facility. Payments shall be made in equal quarterly payments of \$5,000.00 on or before January 1, April 1, July 1 and October 1 of each year of the Agreement. For the first year of the Agreement, if the execution date of the Agreement occurs after any payment date, Moorestown shall remit missed payment(s) at the next scheduled payment date.
8. **INSURANCE** – Each Party shall maintain its own general liability and workers compensation insurance. Moorestown shall add a rider to its insurance and provide same to Cinnaminson which shall insure all Moorestown activities at the Facility immediately preceding, during and for one half hour after each Court session. Said insurance rider shall name Cinnaminson additionally insured and shall be maintained for the entire term of the Agreement.
9. **DISPUTE RESOLUTION** – In the event of any dispute to this Agreement, the Parties shall resolve such difference by subsequent negotiation, mediation or

arbitration before any action may be filed in Superior Court. The first attempt of negotiation shall be between the Municipal Court Administrators. The second attempt shall be between the Cinnaminson Township Administrator and the Moorestown Township Manager. The final step shall be between a representative from each governing body.

10. **NOTICES** - Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, 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. Notices shall be addressed as follows:

If to Moorestown:

Township of Moorestown
2 Executive Drive, Suite 9
Moorestown, New Jersey 08057
Attn: Township Manager

With a Required Copy to:

Anthony T. Drollas, Jr., Esq.
Capehart and Scatchard
10000 Midlantic Drive, Suite 300
Mount Laurel, New Jersey 08054;
Or Current Township Attorney, if different

If to Cinnaminson:


Township of Cinnaminson
1621 Riverton Road
Cinnaminson, New Jersey 08077
Attn: Township Administrator

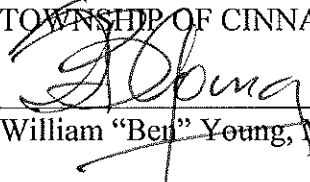
With a Required Copy to:

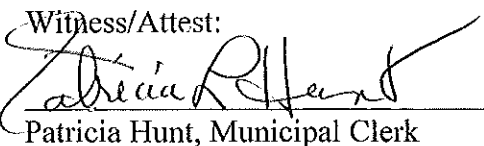
John C. Gillespie, Esq.
Parker McCay PA
9000 Midlantic Drive, Suite 300, Box 5054
Mt. Laurel, New Jersey 08054;
Or Current Township Attorney, if different

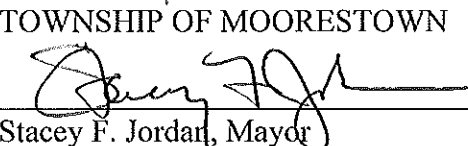
11. **ENTIRE AGREEMENT** - this Agreement is the entire Agreement and may only be modified by a written addendum authorized and entered into by Resolutions enacted by both Parties.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Witness/Attest:
By: 
Pamela McCartney, Municipal Clerk

TOWNSHIP OF CINNAMINSON
By: 
William "Ben" Young, Mayor

Witness/Attest:
By: 
Patricia Hunt, Municipal Clerk

TOWNSHIP OF MOORESTOWN
By: 
Stacey F. Jordan, Mayor

TOWNSHIP OF MOORESTOWN

RESOLUTION NO. 170-2013

**AUTHORIZING EXECUTION OF SHARED SERVICES AGREEMENT
BETWEEN MOORESTOWN AND CINNAMINSON TOWNSHIPS TO
PROVIDE USE OF COURT FACILITIES**

WHEREAS, Cinnaminson Township (“Cinnaminson”) has approved Municipal Court Facilities at 1621 Riverton Road which include the Court room, Court offices and a small conference room for use by the Municipal Prosecutor, as well as, appropriate prisoner holding cells and a processing room at the adjacent Cinnaminson Police Department located at 900 Manor Road (the “Facilities”); and

WHEREAS, Moorestown and Cinnaminson desire to enter into an agreement whereby Cinnaminson will provide the Facilities to Moorestown Township to use on Wednesdays to operate the Moorestown Municipal Court; and

WHEREAS, by entering into the Agreement, the Townships agree that the shared service benefits both entities; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and empowers municipalities to enter into shared services agreements; and

WHEREAS, all contractual provisions have been negotiated and an Agreement shall be entered into between the entities; and

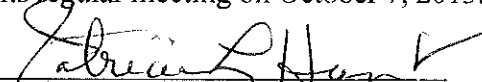
WHEREAS, this Agreement shall not establish a Joint Municipal Court or a Shared Municipal Court as those terms are defined by N.J.S.A. 2B:12-1 et seq.; and

WHEREAS, this Agreement requires the approval of The Honorable Ronald E. Bookbinder, A.J.S.C., Burlington County vicinage, or his designee.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey that the Mayor and Clerk be and are hereby authorized to execute a Shared Services Agreement with Township of Cinnaminson for the use of Cinnaminson Township’s Facilities for the operation of the Moorestown Municipal Court, pursuant to N.J.S.A. 40A:65-5, which is incorporated herein by reference.

	<u>VOTE:</u>
JORDAN	YES
CHIACCHIO	ABSENT
GARWOOD	YES
NEWCOMER	YES
NAPOLITANO	YES

Certified to be a true and correct copy of a Resolution adopted by the Township Council at its regular meeting on October 7, 2013.


Patricia L. Hunt, RMC
Township Clerk

**TOWNSHIP OF CINNAMINSON
RESOLUTION 2013-157**

**AUTHORIZING EXECUTION OF SHARED SERVICES AGREEMENT
BETWEEN CINNAMINSON AND MOORESTOWN TOWNSHIPS TO PROVIDE COURT
FACILITIES**

WHEREAS, Cinnaminson Township ("Cinnaminson") has approved Municipal Court Facilities at 1621 Riverton Road which include the Court room, Court offices and a small conference room for use by the Municipal Prosecutor as well as appropriate prisoner holding cells and a processing room at the adjacent Cinnaminson Police Department located at 900 Manor Road (the "Facilities"); and

WHEREAS, Moorestown and Cinnaminson desire to enter into an agreement whereby Cinnaminson will provide the Facilities to Moorestown Township to use on Wednesdays to operate the Moorestown Municipal Court; and

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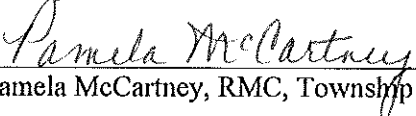
WHEREAS, this Agreement requires the approval of The Honorable Ronald E. Bookbinder, A.J.S.C., Burlington County vicinage, or his designee.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Cinnaminson, County of Burlington, State of New Jersey that the Mayor and Clerk be and are hereby authorized to execute a Shared Services Agreement with the Moorestown Township for the use of Cinnaminson's Facilities for the operation of the Moorestown Municipal Court, pursuant to N.J.S.A. 40A:65-5, which is incorporated herein by reference.

CINNAMINSON TOWNSHIP COMMITTEE

LAW OFFICE
PARKER McCAY P.A.

Certified to be a true copy of a resolution adopted by the Cinnaminson Township Committee on the 7th day of October, 2013.



Pamela McCartney, RMC, Township Clerk