

## INTERLOCAL GOVERNMENTAL AGREEMENT

THIS AMENDMENT, made this Jan<sup>y</sup> 13<sup>th</sup> 2008<sup>1</sup>, between the TOWNSHIP OF WASHINGTON, a municipal corporation in the County of Warren, State of New Jersey, having its principal offices at 211 Route 31 North, Washington, New Jersey, 07882, (hereinafter referred to as "Recipient A"); the TOWNSHIP OF OXFORD a municipal corporation in the County of Warren, State of New Jersey, (hereinafter referred to as "Recipient B"; and the TOWNSHIP OF MANSFIELD, a municipal corporation in the County of Warren, State of New Jersey, (hereinafter referred to as "Provider"), with municipal offices located at 100 Port Murray Rd., Port Murray, NJ 07865;, and

WHEREAS, Recipient A and the Provider have previously arrived at an agreement whereby Recipient A will pay a fixed annual sum to the provider with the provider, in turn, assuming the aforementioned separately budgeted salary for the Washington Township Judge, Prosecutor and Court Administrator, as well as in satisfaction of the rental of the Mansfield Court facilities; and

WHEREAS, Recipient B desires to enter into agreement to join the shared court;

NOW, THEREFORE, IT IS AGREED between the parties that this Interlocal Service Agreement shall be entered into to memorialize the payment of the costs attributable to the functioning of the Municipal Court of the Township of Washington and the Municipal Court of the Township of Oxford for the years 2009, 2010 and 2011:

### MANNER OF PAYMENT

1. The Recipient shall pay to the Provider the annual sums listed below in four quarterly installments. Bills and vouchers will be submitted by the Provider before the 15<sup>th</sup> day of March, June, September and December. The bills will be paid by the Recipient before the last business day of aforementioned months.

Salaries & Wages	2009	2010	2011
Recipient A	\$83,301	\$86,216	\$89,234
Recipient B	\$47,874	\$49,550	\$51,284

2. For Court OE the Provider will bill the Recipients quarterly before the 15<sup>th</sup> day of March, June, September and December. The bills will be paid by the Recipient before

the last business day of aforementioned months. Recipient A will be billed for 35% of actual OE costs and Recipient B will be billed of 18.5% of actual OE costs. The amount billed per year will not exceed the amounts below:

Other Expenses	2009	2010	2011
Recipient A	\$5,727	\$5,927	\$6,135
Recipient B	\$3,291	\$3,408	\$3,525

Court OE costs will include office supplies, office machine maintenance, training, conferences, dues, summons/complaints, Title 39 & 20 and other updates, interpreters, eye exam co-pay reimbursements not to exceed \$15 per year, merchant fees and any new costs mandated by the Administrative Office of the Courts.

3. The estimated total costs of operation of the shared court are:

	2009	2010	2011
Estimated Total Expense	\$257,238	\$266,241	\$275,560

Under the terms of this agreement the Provider is responsible for approximately 45.5% of the estimated total costs, Recipient A 34.5% and Recipient B 20%.

Should either recipient terminate this agreement early in accordance with the terms below and the percentage of weighted caseload originating in the recipient municipality exceed the percentages estimated above in either of the court years ending June 30, 2010 and June 30, 2011 then:

- a. the Recipient shall pay to the provider an additional 1 percent of the estimated total annual cost to the Provider for every percentage of weighted caseload above the their percentage estimated above.
- b. the Provider shall submit a detailed bill for the amount incurred by the Recipient due to early termination within thirty days of receiving notice of early termination unless notice is given before June 30, 2010 in which case the Provider shall have until July 30, 2010 to provide a detailed bill.
- c. the Recipient shall have thirty days from the date the bill is received to either rescind the notice of termination or pay the amount incurred due to early termination.

#### SERVICES TO BE PROVIDED

1. The Provider shall furnish its Court facilities for use by the Municipal Court of the Recipients.
2. Provider shall assume the payment of the annual costs attributable to the shared court.
3. The Recipients shall appoint the shared court's current Judge, Administrator and Prosecutor. Should there be a change in any of these positions, a committee of two members of each municipality's governing body and the Judge and/or the Court Administrator will conduct interviews and make hiring recommendations.
4. All other staff will be hired by the Provider.

#### LOCATION OF COURT AND DAYS OF OPERATION

The day-to-day operations, record keeping and administrative functions of the Court will be conducted at 100 Port Murray Rd., Port Murray, NJ 07865, in the facilities of the Provider.

The proceedings of the Court shall be held in the facilities of the Provider at 100 Port Murray Rd., Port Murray, NJ 07865.

The court session dates and times are to be determined by the judge.

#### FINE REVENUE

Fine revenue shall be distributed to the originating municipality's Chief Financial Officer as per New Jersey State statute.

The monthly fine revenue shall be distributed to the originating municipality's Chief Financial Officer at the end of each month.

All other revenue shall be distributed to the originating municipality's Chief Financial Officer at the end of each month.

#### REPORTING

By the 15<sup>th</sup> day following the close of the month the Court shall distribute to the participants' governing bodies and their Chief Financial Officers a report minimally containing the following information:

- 1) Number of court cases originating from the Provider, Recipient A and Recipient B, broken down by motor vehicle violations, ordinance violations and other
- 2) Number of tickets/summons processed for the Provider, Recipient A and Recipient B
- 3) Funds transferred to the State of New Jersey
- 4) Funds transferred to Warren County
- 5) Miscellaneous and interest revenue for the Provider, Recipient A and Recipient B
- 6) Fine revenue for the Provider, Recipient A and Recipient B

The Court shall submit an annual audit each year to the participants' governing bodies and their Chief Financial Officers. The Provider and the Recipients will be responsible for their own court audits.

#### TERM OF AGREEMENT

The term of this inter-local agreement shall be three years commencing Jan. 1, 2009, subject to approval by the Administrative Office of the Courts and terminating Dec. 31, 2011. It may be amended, only in writing, with the consent of both municipalities. No other municipalities shall be added to this agreement without the consent of both municipalities.

#### EARLY TERMINATION

Either party may terminate the agreement early provided that notice of termination is given six months in advance of the termination date and that the termination date shall be no earlier than June 30, 2010.

IN WITNESS WHEREOF, the Township of Mansfield and the Township of Washington have caused these presents to be signed and attested to by their respective officers and their respective seals to be affixed hereto the day and year first above written.

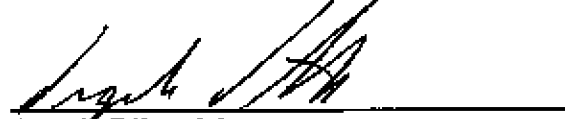
ATTEST:



Sheila L. Oberly, Clerk

*Michael B. Lavery,  
Attorney-at-Law State of New York*

TOWNSHIP OF OXFORD



Bonnie Riley, Mayor

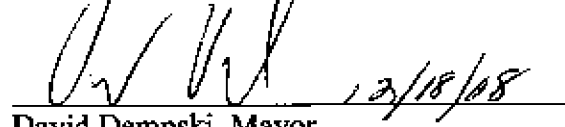
*Angelo Accetturo, Mayor*

ATTEST:



Mary Ann O'Neil, Clerk

TOWNSHIP OF WASHINGTON



David Dempski, Mayor

ATTEST:



Dena Hrebenak, Clerk

TOWNSHIP OF MANSFIELD



Ellen Nerbak, Mayor