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7 **INTERLOCAL GOVERNMENTAL AGREEMENT AMENDMENT**
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11 THIS AMENDMENT, made this Sept. 2008, between the TOWNSHIP OF
12 WASHINGTON, a municipal corporation in the County of Warren, State of New Jersey,
13 having its principal offices at 350 Route 57 West, Washington, New Jersey, 07882,
14 (hereinafter referred to as "Recipient"); and the TOWNSHIP OF MANSFIELD, a body
15 politic and corporate of the State of New Jersey, (hereinafter referred to as "Provider"),
16 with municipal offices located at 100 Port Murray Rd., Port Murray, NJ 07865; and
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18 WHEREAS, the parties have previously arrived at an agreement whereby the
19 Recipient will pay a fixed annual sum to the provider with the provider, in turn, assuming
20 the aforementioned separately budgeted salary for the Washington Township Judge,
21 Prosecutor and Court Administrator, as well as in satisfaction of the rental of the Mansfield
22 Court facilities.
23

24 WHEREAS, the Recipient and Provider desires to extend the term of the agreement;
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26 NOW, THEREFORE, IT IS AGREED between the parties that this Interlocal -
27 Service Agreement shall be entered into to memorialize the payment of the costs
28 attributable to the functioning of the Municipal Court of the Township of Washington for
29 the years 2009, 2010 and 2011:
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31 **MANNER OF PAYMENT**
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33 1. The Recipient shall pay to the Provider the annual sums listed below in four quarterly
34 installments. Bills and vouchers will be submitted by the Provider before the 15th day of
35 March, June, September and December. The bills will be paid by the Recipient before
36 the last business day of aforementioned months.
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	2009	2010	2011
Salaries & Wages	\$89,759	\$92,901	\$96,152

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41 2. For Court OE the Provider will bill the Recipient quarterly for half the cost of
42 expenses before the 15th day of March, June, September and December. The bills will be
43 paid by the Recipient before the last business day of aforementioned months. The
44 amount billed per year will not exceed the amounts below:
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	2009	2010	2011
Other Expenses	\$6,950	\$7,193	\$7,445

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	\$222,594	\$230,385	\$238,448

Under the terms of this agreement the Provider is responsible for approximately 57% of the estimated total costs, the Recipient 43%.

Should the recipient terminate this agreement early in accordance with the terms below and the percentage of weighted caseload originating in the recipient municipality exceed 43% 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 43%.
- 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 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 Recipient.
2. Provider shall assume the payment of the annual costs attributable to the shared court.
3. The Recipient 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.

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

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91 FINE REVENUE

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

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

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

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102 REPORTING

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104 By the 15th day following the close of the month the Court shall distribute to both
105 governing bodies and their Chief Financial Officers a report minimally containing the
106 following information:

- 107
108 1) Number of court cases originating from the Provider and the Recipient, broken down by
109 motor vehicle violations, ordinance violations and other
110 2) Number of tickets/summons processed for the Provider and the Recipient
111 3) Funds transferred to the State of New Jersey
112 4) Funds transferred to Warren County
113 5) Miscellaneous and interest revenue for the Provider and the Recipient
114 6) Fine revenue for the Provider and the Recipient

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116 The Court shall submit an annual audit each year to both governing bodies and their Chief
117 Financial Officers. The Provider and the Recipient will be responsible for their own court
118 audits.

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120 TERM OF AGREEMENT

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

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127 EARLY TERMINATION

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

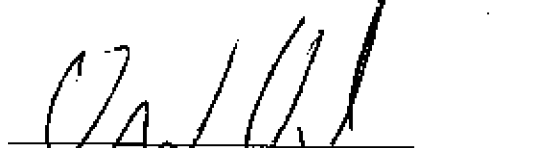
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IN WITNESS WHEREOF, the Township of Mansfield and the Township of Washington have caused these presents to be signed and attested to by their respective officers and their respective seals to be affixed hereto the day and year first above written.

ATTEST:


Mary Ann O'Neil, Clerk

TOWNSHIP OF WASHINGTON


David Dempski, Mayor

ATTEST:


Dena Hrebenak, Clerk

TOWNSHIP OF MANSFIELD


Ellen Nerbak, Mayor