

INTERLOCAL GOVERNMENTAL AGREEMENT

THIS AGREEMENT, made this 12/28 2005, between the TOWNSHIP OF WASHINGTON, a municipal corporation in the County of Warren, State of New Jersey, having its principal offices at 350 Route 57 West, Washington, New Jersey, 07882, (hereinafter referred to as "Washington Township"); and the TOWNSHIP OF MANSFIELD, a body politic and corporate of the State of New Jersey, (hereinafter referred to as "Mansfield"), with municipal offices located at 100 Port Murray Rd., Port Murray, NJ 07865; and

WHEREAS, Washington Township has heretofore funded the expenses of its municipal court by establishing a separate salary for the Judge, Prosecutor and Court Administrator thereof; and

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

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:

MANNER OF PAYMENT

Washington Township shall pay to Mansfield the annual sums listed below in four quarterly installments. Bills and vouchers will be submitted by Mansfield before the 15th day of March, June, September and December. The bills will be paid by Washington Township before the last business day of aforementioned months.

	2006	2007	2008
Court SW	\$51,391	\$53,188	\$55,051
Judge SW	\$17,500	\$18,113	\$18,748
Prosecutor SW	\$11,500	\$11,903	\$12,319
Total	\$80,391	\$83,204	\$86,118

For Court OE Washington Township will budget the following amounts, and will be billed quarterly by Mansfield for OE expenses paid that quarter before the 15th day of March, June, September and December. The bills will be paid by Washington Township before the last business day of aforementioned months.

	2006	2007	2008
Court OE	\$5,821	\$6,112	\$6,418

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

Any grants received which will be used to reduce the cost of operating the shared court will result in a reduction of contributions for participating municipalities by the following percentages:

Washington Township's cost will be reduced by 43% of the grant amount

Mansfield Township's costs will be reduced by 57% of the grant amount

SERVICES TO BE PROVIDED

Mansfield shall furnish its Court facilities for use by the Municipal Court of the Township of Washington and shall assume the payment of the annual costs attributable to the Judge, Prosecutor and Court Administrator appointed by Washington Township.

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 provided by Mansfield Township.

The proceedings of the Court shall be held in the facilities provided by Mansfield Township 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 each municipality 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 15th day following the close of the month the Court shall distribute to each governing body and its Chief Financial Officer a report minimally containing the following information:

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

The Court shall submit an annual audit each year to each governing body and its Chief Financial Officer.

TERM OF AGREEMENT

The term of this inter-local agreement shall be three (3) years commencing Jan. 1, 2004, subject to approval by the Administrative Office of the Courts and terminating Dec. 31, 2008. 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. Should the need to replace the Judge or Prosecutor arise, such replacement will take place by vote of the participating municipalities.

IN WITNESS WHEREOF, 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:

TOWNSHIP OF MANSFIELD

Laurie Courter
Laurie Courter, Clerk

Dick Appleby
Dick Appleby, Mayor

ATTEST:

TOWNSHIP OF WASHINGTON

Mary Ann O'Neil
Mary Ann O'Neil, Clerk

David Dempski
David Dempski, Mayor