

RESOLUTION NO. 2023- 71

RESOLUTION AUTHORIZING THE EXECUTION OF AN  
AMENDMENT TO THE SHARED SERVICES AGREEMENT  
BY AND BETWEEN MAURICE RIVER TOWNSHIP AND  
THE CITY OF VINELAND FOR MUNICIPAL COURT  
SERVICES.

WHEREAS, the City of Vineland Municipal Court facility, professionals and staff are well able to provide municipal court services to other municipalities interested in sharing such services; and

WHEREAS, Maurice River Township has requested the City of Vineland to consider sharing municipal court services at the Vineland Municipal Court Complex; and

WHEREAS, N.J.S.A. 2B:12-1(c) allows two or more municipalities, by ordinance or resolution, to agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts without establishing a joint municipal court;

WHEREAS, the Parties have executed a Shared Services Agreement for said services which, at Paragraph 2 I requires the Parties to meet in January of 2023 to review operating costs of the shared services based upon actual expenses from the preceding year and adjust the payment to be made by Maurice River Township beginning May 1, 2023 for the period of May 1, 2023 through April 30, 2024; and

WHEREAS, after meeting and discussing the cost analysis, it has been agreed upon by the Parties that the yearly cost for the municipal court services for Maurice River Township shall be \$86,662.44 and the monthly cost shall be \$7,221.87 commencing May 1, 2023 through April 30, 2024

WHEREAS, the Parties recognize the benefits and economies to be achieved by utilizing shared services for the performance of services that can be done more efficiently in combination then separately and the Parties are authorized, pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A.40A: 65-1, et seq., to enter into a shared services agreement with any other local unit to provide or receive any service that each local unit could perform on its own.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute an amended Shared Services Agreement by and between the City of Vineland and the Township of Maurice River for Municipal Court Services AMENDING Paragraph 2 I to reflect the yearly payment for said services to be in the form and substance as attached hereto and made a part hereof increasing the cost of the shared service to a yearly amount of \$86,662.44 and a monthly amount of \$7,221.87 commencing May 1, 2023 and ending April 30, 2024.

BE IT FURTHER RESOLVED that any portion of the Shared Services Agreement not amended hereby shall remain in full force and effect for the term set forth therein.

CITY OF VINELAND, NJ

BE IT FURTHER RESOLVED that the City of Vineland shall notify the Division of Local Government Services as required by law.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

**AMENDED SHARED SERVICES AGREEMENT**  
**FOR THE SERVICE OF A MUNICIPAL COURT ADMINISTRATION**

**THIS AMENDED SHARED SERVICES AGREEMENT** ("Amended Agreement") is entered into this \_\_\_\_\_ day of February, 2023, by and between the **CITY OF VINELAND** ("Vineland"), a New Jersey municipality having municipal offices at 640 East Wood Street Vineland, New Jersey 08360 and the **TOWNSHIP OF MAURICE RIVER** ("MRT"), a New Jersey municipality having municipal office at 556 Main Street, Leesburg, New Jersey, 08327.

**WITNESSETH**

**WHEREAS**, the Uniform Shared Service and Consolidation Act, N.J.S.A. 40A:65-1, et. seq., authorizes municipalities to enter into agreement for the exchange and sharing of services; and

**WHEREAS**, N.J.S.A. 2B:12-1(c) allows two or more municipalities, by ordinance or resolution, to agree to provide jointly for courtrooms chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court; and

**WHEREAS**, Vineland and MRT have entered into a Shared Services Agreement for municipal court services, inclusive of the physical facility, judges and staff, in order to conserve resources and to provide for a more efficient and economically sound municipal court system with Vineland being responsible for retaining the judges, prosecutors, public defenders and court staff with input from MRT; and

**WHEREAS**, the Parties agreed to review the cost associated with the services after one year in order to determine the cost for the new year beginning May 1, 2023 and ending April 30, 2024 based upon the actual costs analysis; and

**WHEREAS**, in accordance with Paragraph 2 I the Parties met and both agreed that the cost for the year commencing May 1, 2023 and ending April 30, 2024 shall be increased to correspond with the actual cost of such services on behalf of Maurice River Township, which amount is \$86,662.44 per annum or \$7,221.87 per month; and

**WHEREAS**, Vineland and MRT have or shall adopt the appropriate resolution agreeing to the amendment to Paragraph 2 I of the Shared Services Agreement increasing the annual cost for said services to \$86,662.44 or \$7,221.87 per month.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the exchange of mutual covenants and conditions and such other consideration as set forth in this Agreement and as authorized by the provisions of 40A:65-1, et. seq., and 2B:12-1(c), Vineland and MRT agree as follows:

1. **INCORPORATION OF PREAMBLE:** All of the provisions of the preamble that is set forth above are repeated and incorporated herein by this reference thereto as if set forth at length.

2. Paragraph 2 I shall be amended so as to increase the cost for said services to \$86,662.44 per annum or \$7,221.87 per month commencing May 1, 2023 and ending April 30, 2024

3. The balance of the Shared Service Agreement not amended hereby shall remain in full force and effect for the balance of the term of said Agreement

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their respective Mayors and their municipal seals affixed hereto and attested by their respective Clerks the day and year first written above to be effective on the date defined by this Agreement.

ATTEST:

CITY OF VINELAND

\_\_\_\_\_  
Keith Petrosky, City Clerk

\_\_\_\_\_  
Anthony R. Fanucci, Mayor

ATTEST

TOWNSHIP OF MAURICE RIVER

\_\_\_\_\_  
Denise Peterson, Township Clerk

\_\_\_\_\_  
Ken Whilden, Mayor