

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2015-138

Council Meeting Date: 03-23-2015

Date Adopted: 03=23=2015

TITLE: RESOLUTION AUTHORIZING AMENDMENT TO REVISED
AGREEMENT BETWEEN BOROUGH OF NEW PROVIDENCE AND
TOWNSHIP OF BERKELEY HEIGHTS TO SHARE MUNICIPAL
COURTS

Councilperson Madden submitted the following resolution, which was duly
seconded by Councilperson Muñoz.

WHEREAS, the governing body of the Borough of New Providence adopted
Resolution 2010-169 on June 14, 2010 and Resolution 2010-182, on June 28, 2010
authorizing an agreement to share municipal courts; and

WHEREAS, the Borough of New Providence and the Township of Berkeley
Heights have reviewed the agreement to share municipal courts; and

WHEREAS, the governing body of the Borough of New Providence and the
Township of Berkeley Heights believe it is in the best overall interests of each
community to amend the shared courts.

NOW THEREFORE BE IT RESOLVED by the Borough Council of the Borough
of New Providence, County of Union and State of New Jersey they do hereby approved
an amendment to the shared court agreement originally approved June 14, 2010 and
revised June 28, 2010 (in the form attached hereto), and they do further authorize and
direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New
Providence.

APPROVED, this 23rd day of March, 2015.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 23rd day of March, 2015.

Wendi B. Barry, Borough Clerk

AMENDMENT TO AGREEMENT

This Amendment is to an Agreement between the Borough of New Providence and the Township of Berkeley Heights dated June 30, 2010.

WHEREAS, pursuant to an Agreement entered June 30, 2010, the parties agreed to a partnership to advance a shared service concerning the sharing of municipal courts; and

WHEREAS, the parties have agreed to certain amendments to the contract as more particularly set forth herein:

NOW, THEREFORE, the parties hereby agree to amend and modify their agreement as follows:

1. The New Providence Court Administrator shall provide the services as the Berkeley Heights Court Administrator, and shall provide for adequate staff to deliver services associated with the Berkeley Heights Municipal Court functions. The offices for the Shared Court shall remain in the New Providence Municipal Center, 360 Elkwood Avenue, New Providence, New Jersey 07974 for the duration of this Agreement.

2. As consideration for the services specified herein, the Township of Berkeley Heights shall pay the Borough of New Providence \$66,000.00 annually in 12 equal installments of \$5,500.00 per month, which annual fee shall be increased on the first day of each year by the lower of two percent (2%) or the Annual Consumer Price Index.

3. The Borough of New Providence shall provide a monthly invoice to the Township of Berkeley Heights for the services provided, as well as the costs specific to the operation of the Berkeley Heights Courts as identified in Section 7 of the original Agreement.

4. Sections 10, 10A and 11 of the original Agreement are hereby deleted.

5. This Amendment shall become effective April 1, 2015, and shall expire on December 31 of each year. The Agreement shall automatically renew each January 1 for a period of one year, unless written notice is served by one party on the other party, 60 days in advance of the expiration that sets forth a desire to renegotiate the terms herein. This Agreement may be cancelled at any time upon 90 days' written notice to either party to the other.

6. All provisions of the original Agreement shall remain in full force and effect, except where modified herein.

IN WITNESS WHEREOF, the parties hereby execute and deliver this Amendment to their Agreement as of this _____ day of March 2015.

WITNESS:

Borough of New Providence

By: _____
Allen Morgan, Mayor

Dated: _____

Township of Berkeley Heights

By: _____
Robert Woodruff, Mayor

Dated: _____