

**EXHIBIT A**  
INTERLOCAL SHARED SERVICES AGREEMENT

THIS INTERLOCAL SHARED SERVICES AGREEMENT is made on this \_\_\_ day of February, 2010 by and between THE CITY OF CAPE MAY (“Cape May”), a municipal corporation of the State of New Jersey, with principal offices at 643 Washington Street, Cape May, New Jersey 08204 and THE BOROUGH OF CAPE MAY POINT (“Cape May Point”), a municipal corporation of the State of New Jersey, with principal offices at 215 Lighthouse Avenue, P.O. Box 490, Cape May Point, New Jersey, 08212.

*WITNESSETH:*

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (the “Interlocal Services Act”) any local government unit may enter into a contract with any other local government unit to provide and receive any service that each unit is empowered to provide or receive within its own jurisdiction; and

WHEREAS, pursuant to N.J.S.A. 2B:12-1(c), Cape May Point desires to enter into a Shared Services Agreement with Cape May and permit Cape May to provide all of the usual and ordinary services of a Municipal Court for Cape May Point; and

WHEREAS, also pursuant to N.J.S.A. 2B:12-1(c), Cape May desires to enter into a Shared Services Agreement with Cape May Point to provide all of the usual and ordinary services of a Municipal Court for Cape May Point.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Services

Cape May hereby agrees to provide all usual and ordinary judicial and administrative services to Cape May Point, including the physical court facilities, the services of the Judge, Prosecutor, Public Defender, Court Administrator and other court staffing and

equipment as required by statute and by the Supreme Court of New Jersey, for all matters arising within the jurisdiction of the Municipal Court of Cape May Point.

2. Consideration

For and in consideration of the services aforesaid, Cape May Point shall pay to Cape May the sum of Eleven Thousand Dollars (\$11,000.00) per year, plus out-of-pocket direct expenses attributable to the administration of the Cape May Point Municipal Court. Said payment shall be made in equal quarterly installments on or before February 1, May 1, August 1 and November 1 of each year; provided, however, the first quarterly payment shall be made by Cape May Point to Cape May upon the execution of this Agreement in the prorated amount based upon the number of calendar days remaining in the quarter. By way of example, in the first year the quarterly payments are Two Thousand Seven Hundred Fifty Dollars (\$2,750.00), but if the Effective Date, as defined below, is February 1, 2010, the first payment shall be One Thousand Eight Hundred Thirty-three Dollars (\$1,833.00) ( $\$2,750.00 \div 3 \times 2$ ). The annual payments shall increase on each subsequent January 1 by three (3%) percent over the annual payment in the preceding year.

The parties understand and agree that all revenue collected by Cape May from Cape May Point Municipal Court matters, including the assessment of fines, costs and other fees, shall be collected by Cape May but must be disbursed in accordance with State law, with any such amounts that may be retained by the municipality being paid to Cape May Point by Cape May after payment of all applicable State fines, surcharges and other costs.

3. Appointments

Pursuant to N.J.S.A. 2B:12-1(c), Cape May Point hereby agrees to appoint the current Municipal Court Judge of Cape May as the Municipal Court Judge of Cape May Point. In the event the Municipal Court Judge of Cape May Point must be reappointed during the term of this Agreement, Cape May Point agrees to appoint the then current Municipal Court Judge of Cape May as the Municipal Court Judge of Cape May Point.

In addition and also pursuant to N.J.S.A. 2B:12-1(c), Cape May Point agrees to appoint the same Court Administrator, Prosecutor, Public Defender and other court personnel as currently serving for Cape May and, during the term of this Agreement, shall reappoint, as necessary, all such personnel appointed by Cape May.

4. Authority

The parties agree that Cape May shall have sole and exclusive authority over all matters with respect to the municipal court services provided under this Agreement, including but not limited to physical facilities, personnel, administrative services and scheduling. All employees and personnel for the municipal court services provided herein shall be the employees and personnel of Cape May exclusively. Cape May shall make all appointments to said positions in its sole discretion.

5. Term

This Agreement commences on March 1, 2010 and shall continue until March 1, 2017. On or before March 1, 2017 representatives from each party shall meet to discuss the possible renewal and modification of this Agreement. In the event that the commencement date of this Agreement is delayed due to a delay in obtaining the approvals set forth in Paragraphs 4 and 5 above, the parties agree that the commencement date shall be the date the last such approval is obtained.

Except in the case of a material breach of the terms and conditions of this Agreement, after thirty (30) days prior written notice and opportunity to cure, this Agreement may not be terminated by either party prior to March 1, 2017.

6. Termination

This Agreement may be terminated by either party in the event the other party commits a material breach of any of the terms and conditions set forth herein after thirty (30) days prior written notice and opportunity to cure. This Agreement may also be terminated by the Assignment Judge of the Superior Court of New Jersey, Vicinage I, in accordance with N.J.S.A.

2B:12-1(d).

7. Identification; Court Sessions

The identity of the individual courts of Cape May Point and Cape May shall continue to be expressed as may be required under New Jersey law. The courtroom and sessions of Cape May Point Municipal Court shall be held in Cape May's City Hall. Sessions for Cape May Point Municipal Court may be combined with sessions of Cape May Municipal Court and shall be held at such times as shall be fixed by Cape May's Municipal Court Judge.

8. Remedies

In the event either party defaults in the performance of any of its obligations under this Agreement after thirty (30) days prior written notice and an opportunity to cure, or if either party commits a default under the Agreement, as defined above, after the applicable notice and cure periods set forth in the Agreement, the non-defaulting party shall be entitled to terminate this Agreement and seek all remedies available at law, in equity, or both. Notwithstanding the above, the cure periods shall be extended past thirty (30) days if the default cannot be reasonably cured within such time period provided that the defaulting party is using reasonably diligent efforts to effectuate said cure. The non-defaulting party shall also be entitled to receive from the defaulting party all costs and expenses, including legal fees, as a result of such default.

9. Choice of Law

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

10. Entire Agreement

This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

11. Severability

If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

12. Waiver

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

ATTEST:

CITY OF CAPE MAY

\_\_\_\_\_  
Diane L. Weldon, City Clerk

By: \_\_\_\_\_  
Dr. Edward J. Mahaney, Jr., Mayor

WITNESS:

BOROUGH OF CAPE MAY POINT

\_\_\_\_\_  
Constance Mahon, Municipal Clerk

By: \_\_\_\_\_  
Carl Schupp, Mayor