

12/17

AGREEMENT FOR INTER-MUNICIPAL COURT  
FOR THE MUNICIPALITIES OF FRANKFORD TOWNSHIP,  
LAFAYETTE TOWNSHIP, THE BOROUGH OF BRANCHVILLE,  
AND SANDYSTON TOWNSHIP

THIS AGREEMENT, made this            day of November, 1996,

BY AND BETWEEN:            TOWNSHIP OF FRANKFORD, a municipal Corporation of the State of New Jersey, located in Sussex County New Jersey (hereinafter called "Frankford"); with address of Box 179, Augusta, New Jersey 07822, TOWNSHIP OF LAFAYETTE, a municipal Corporation of the State of New Jersey, located in Sussex County New Jersey (hereinafter called "Lafayette"); with address of Route 15, P.O. Box 285, Lafayette, New Jersey 07848, BOROUGH OF BRANCHVILLE, a municipal Corporation of the State of New Jersey, located in Sussex county New Jersey (hereinafter called "Branchville"); with address of P.O. Box 840, 5 Main Street, Branchville, N.J. and SANDYSTON TOWNSHIP, a municipal Corporation of the State of New Jersey, located in Sussex County New Jersey (hereinafter called "Sandyston"); with address of 122 Route 560, Box 102, Layton, N.J. 07851.

WHEREAS, Frankford, Lafayette and Branchville currently maintain a joint municipal court for those three municipalities, which municipal court is known as "The Municipal Court of Frankford, Lafayette and Branchville"; and,

WHEREAS, Frankford, Lafayette and Branchville have indicated a desire and willingness to form a joint municipal court with Sandyston, and Sandyston has indicated a desire and willingness to form a municipal court for the municipalities of Sandyston,

Frankford, Lafayette and Branchville; and

WHEREAS, N.J.S.A. 2B:12-1 authorizes the formation of a joint municipal court provided that an agreement is entered into by all of the participating municipalities and provided that such agreement is filed with the Administrative Director of Courts.

NOW, THEREFORE, Branchville, Lafayette, Sandyston and Frankford, agree as follows:

1. Frankford, Lafayette, Branchville and Sandyston agree to the formation, establishment and administration of a Joint Municipal Court to serve those four municipalities, pursuant to N.J.S.A. 2B:12-1 et seq.

2. The Municipal Court to be established pursuant to this agreement, will be known as "Municipal Court of Frankford, Lafayette, Branchville and Sandyston".

3. The Municipal Court of Frankford, Lafayette, Branchville and Sandyston will have a seal bearing the name of the Court.

4. The Court will have such jurisdiction as is now, or will hereafter be confirmed upon it by the Laws and Court Rules of the State of New Jersey, and the practice and procedure of the Court shall be governed by the Laws in such case made and provided in such Rules as the Supreme Court will promulgate and make applicable to the Court.

5. The Municipal Court will have one Judge who will be known as the Judge of the Municipal Court of Frankford, Lafayette, Branchville and Sandyston. The Judge will be nominated and appointed as provided by N.J.S.A. 2B:12-4 and will serve for the

term stated in that statute. The salary of the Judge shall be fixed by agreement of the four municipalities, which agreement will be evidenced by an ordinance or resolution.

6. The Municipal Court will have one Court Administrator and such other necessary clerical or other assistants as agreed upon by the four municipalities. The salary of the Court Administrator and other Court personnel will be fixed by agreement of the four municipalities.

7. The Municipal Court will be located at the Municipal Building for the Township of Frankford. The Township of Frankford will make available for the Court, courtroom and offices for the personnel of the Court. In consideration for Frankford Township's contribution of the Court Facility, all four municipalities agree to pay rent to the Township of Frankford at the rate of \$15.00 per square foot for those portions of the Frankford Township Municipal Building that are used exclusively by court personnel or exclusively for the administration of the Court. At the time of the execution of this Agreement, the areas used exclusively for court personnel or for the administration of the Court include the office of the Court Administrator, consisting of approximately 200 sq. ft. The parties acknowledge that improvements will be made to the Court facility located within the Frankford Township Municipal Building, and those improvements include additional areas to be used exclusively by or for the Court, or its personnel including but not limited to a Judge's Chambers. When additional Court areas are completed, the \$15.00 per square foot charge also will apply to those new areas used exclusively for court purposes.

In addition to the above charges, all four municipalities agree to share equally in the payment to the Township of Frankford the sum of \$100.00 per night, for each night that a Court Session is scheduled at the Frankford Township Municipal Building. The aforesaid square foot charge and Court session charge shall remain fixed for one year. On the first anniversary date of the Court and every year thereafter, the municipalities will negotiate modifications to the aforesaid square foot and Court session charges.

8. Improvements to the existing Court Facility that are required to render the Court facility in compliance with State and/or Assignment Judge mandates, shall be undertaken as soon as possible, and the cost for said improvements shall be shared equally by all four municipalities.

All other expenses for administering the Court, including salaries for the Judge and court personnel, and costs of materials and equipment for the Court, will be shared equally by all four municipalities.

9. To the extent that any revenues cost or fine received by the Municipal Court is recoverable by a municipality (for example, but not by way of Limitation, fines for violations of municipal ordinances) such revenue cost or fine shall be the property of, and allocated and delivered to the individual municipality in which the violation, warrant, complaint or ticket was issued.

10. Branchville, Sandyston, and Lafayette agree to notify their general liability insurance carriers that those municipalities

will be maintaining a joint court at the Frankford Municipal Building and agree to obtain liability insurance in the name of the municipality for the conduct and accounts of the Court located in the Frankford Municipal Building.

11. The Court will have a single prosecutor who will be known as the "Prosecutor of the Municipal Court of Frankford, Lafayette, Branchville and Sandyston". The prosecutor will receive such salary and will serve for such term fixed by agreement of all the four municipalities, which agreement will be evidenced by an ordinance or resolution.

12. A Municipal Court Committee will be created and operated to act as a liaison between Court personnel and representatives of the governing body of each participating municipality. Each participating municipality agrees to designate one member of their governing body to serve on the Municipal Court Committee, which Committee will meet from time to time to assure that there is cooperation between the municipalities and communication of all matters relating to the Municipal Court.

13. Any of the four municipalities may withdraw from the joint court created herein by the adoption of an ordinance providing for the withdrawal by the municipality; however, no such ordinance may be adopted until six months after notice of the proposed withdrawal has been given to the other municipalities participating in the Joint Court.

14. Pursuant to N.J.S.A. 2B:9-1, the municipalities of Frankford, Lafayette and Branchville agree that Municipal Court formerly known as the "Municipal Court of Frankford, Lafayette and

Branchville" is abolished and that all agreements between the aforesaid municipalities relating to the Municipal Court of Frankford, Lafayette and Branchville are hereby rescinded and of no force or effect.

15. This Agreement will become effective only after ordinances authorizing the execution of this Agreement and establishment of the Municipal Court have been passed by the governing bodies of each of the four municipalities. Upon passage of the Ordinances and full execution of this Agreement, this Agreement will be filed with the Administrative Director of Courts.