

**AGREEMENT FOR INTER-MUNICIPALITY COURT  
FOR THE MUNICIPALITIES OF WANTAGE TOWNSHIP  
AND SUSSEX BOROUGH**

**THIS AGREEMENT**, made this 3rd day of June 2008,

**BY AND BETWEEN:** WANTAGE TOWNSHIP, a municipal corporation of the State of New Jersey, located in Sussex County, New Jersey with the address of 888 Route 23, Wantage, New Jersey 07461 and SUSSEX BOROUGH, a municipal corporation of the State of New Jersey, located in Sussex County, New Jersey with the address of 2 Main Street, Sussex, New Jersey 07461.

**WHEREAS**, Wantage Township and Sussex Borough have indicated a desire and willingness to form a joint municipal court; 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**, Wantage Township and Sussex Borough, agree as follows:

1. Wantage Township and Sussex Borough agree to the formation, establishment and administration of a Joint Municipal Court to serve those two 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 Wantage Township and Sussex Borough”.

3. The Municipal Court of Wantage Township and Sussex Borough 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 Municipal Court of Wantage Township and Sussex Borough. The Judge will be nominated by the governing body of Wantage Township and appointed 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 the Governing Body of Wantage Township, which agreement will be evidenced by an ordinance or resolution.

6. The Municipal Court will have a Court Administrator and such other necessary clerical or other assistants as determined by the Governing Body of Wantage Township. The salary of the Court Administrator and other Court personnel will be fixed by the Governing Body of Wantage Township.

7. The Municipal Court will be located at the Municipal Building for the Township of Wantage. The Township of Wantage will make available for the Court, courtroom and offices of the personnel of the Court.

8. Sussex Borough's contribution toward the cost of the Court Facility, Judge, Prosecutor, staff and overhead shall be \$44,500.00. The term of this Agreement shall be three (3) years. This amount may increase up to 4.5% in each of the second and third year of this agreement if the Township of Wantage's actual costs increase. The increase shall be the proportionate share of the increase using the calculations set forth in the 4/14/08 Municipal Clerk's Report, but in no event shall the increase charged to Sussex Borough be more than 4.5% per year. Thereafter, the two municipalities may negotiate an extension and/or a reasonable increase in the yearly costs.

9. 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 paid by Wantage Township.

All other expenses for administering the Court, including salaries for the Judge and Court personnel, and costs of materials and equipment for the Court, shall be paid by Wantage Township.

10. To the extent that any revenues cost or fine received by the Municipal Court is receivable 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.

11. Wantage Township and Sussex Borough agree to notify their general liability insurance carriers that those municipalities will be maintaining a joint court at the Wantage Township 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 Wantage Township Municipal Building.

12. The Court will have a single prosecutor who will be known as the “Prosecutor of the Municipal Court of Wantage Township and Sussex Borough”. The prosecutor will receive such salary and will serve for such term fixed by appointment by the Governing Body of Wantage Township.

13. Sussex Borough 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. 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 two municipalities with an effective date of two months following the adoption of the second ordinance. Upon passage of the Ordinances and full execution of this Agreement, this Agreement will be filed with the Administrative Director of Courts.

IN WITENESS WHEREOF, the parties hereto have caused their presents to be executed the day and year first above written.

**TOWNSHIP OF WANTAGE**

**ATTEST:**

\_\_\_\_\_  
**Township Clerk**

**BY:** \_\_\_\_\_  
**Mayor**

**BOROUGH OF SUSSEX**

\_\_\_\_\_  
**Borough Clerk**

**BY:** \_\_\_\_\_  
**Mayor**