

**AN AGREEMENT BETWEEN THE VILLAGE OF DEFOREST  
AND THE TOWN OF WINDSOR CONCERNING THE JOINT MUNICIPAL COURT**

This agreement is made and entered into by and between the Village of DeForest, a Wisconsin Municipal Corporation (hereinafter the Village) and the Town of Windsor, a body corporate and politic, (hereinafter the Town) both of Dane County Wisconsin, this 20<sup>th</sup> day of APRIL, 1995.

**WITNESS:**

**WHEREAS**, The Village of DeForest and the Town of Windsor have created a Joint Municipal Court (hereinafter "Court") pursuant to chapter 755 of the Wisconsin Statutes;

**WHEREAS**, the Village of DeForest and the Town of Windsor seek to equitably share the cost of administering and operating the Court;

**NOW, THEREFORE** in consideration of the mutual undertakings herein setforth the Village of DeForest and the Town of Windsor agree as follows:

**ARTICLE 1: JOINT MUNICIPAL COURT CREATED**

The Town of Windsor and the Village of DeForest shall each adopt an ordinance in the form attached hereto as Attachment A entitled: "An Ordinance Creating a Joint Municipal Court".

**ARTICLE 2: COSTS**

- A) The Town of Windsor shall pay to the Village of DeForest the sum of \$25 for each citation issued by the Town of Windsor which is processed by the Joint Municipal Court. In the event that an individual is held to be in contempt of court, such contempt citation shall be considered as a separate case and the Town shall pay an additional sum of \$25 for the contempt citation processed by the Joint Municipal Court.

In the event that a Town Ordinance violation proceeds to trial, the Town shall pay an additional sum of \$50 for such trial.

- B) The Town of Windsor shall make said payment to the Clerk of the Village of DeForest within 15 days after the date scheduled for the initial appearance on each citation issued by the Town.
- C) All other costs of operating or administering the Court

shall be borne by the Village of DeForest, including but not limited to: compensation and fringe benefits paid to the municipal judge, clerk of courts, and other court related personnel (except prosecuting attorney), office supplies, public notices, and other incidental expenses related to the operations of the municipal court by the Village. Expenses for Town personnel, such as a Town Constable, Code Enforcement Officer or Town Prosecutor, required to attend trials and hearings and all costs associated with service of process in cases initiated by the Town, shall be borne by the Town.

- D) If a defendant is imprisoned following issuance of a warrant or summons pursuant to Wisconsin Statutes Section 800.095 following a defendant's conviction for violating a Town Ordinance (except in cases where the defendant has been committed to the Wisconsin State Prisons), the Town shall pay the expense incurred by Dane County to imprison the defendant.
- E) The Town shall provide to the Clerk of Municipal Court for use in administering, disposing, and maintaining permanent record of Town of Windsor cases brought to the Joint Municipal Court: a lockable file cabinet and printed materials that the Clerk of Municipal Court determines are necessary (report forms, notices, etc.)
- F) By October 1st of this year, and annually thereafter, the Town and Village will review the per case cost of adjudicating Town cases during the preceding 12 month period and will agree on the per case charge to be paid by the Town for adjudicating ordinance violation cases brought by the Town in the succeeding year. The Village shall maintain adequate records of the time and expenses of the Joint Municipal Court to permit a calculation of the per case costs necessary for this annual review. Both the Town and the Village recognize that it may be reasonable to consider a future court agreement fee structure that addresses cases settled at the initial hearing verses those that may proceed to trial.

### ARTICLE 3: FINES AND FORFEITURES, STATUTORY COURT CHARGES

- A) All fines and forfeitures which result from citations issued by the Town of Windsor and which are processed by the court shall be paid to the Village of DeForest. Within 30 days the Village shall pay the Town the total amount of such fines and forfeitures that are received.

- B) Mandatory assessments and charges established by Wisconsin Statutes shall be added to all judgements entered by the Joint Municipal Court. That portion of the statutory court cost that is normally retained by the Village shall continue to be payable, in all cases adjudicated by the court, to the Village for purposes of paying a portion of the expenses of the court.
- C) Any other monies collected by the Village through operation of the Court shall be retained by the Village.

#### ARTICLE 4: GENERAL CONDITIONS

- A) No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the Town and the Village; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. Failure to exercise any right under this Agreement shall not constitute approval of any wrongful act by the other party hereto.
- B) Amendment. This Agreement may be amended or modified only by a written amendment approved and executed by the Town of Windsor and the Village of DeForest.

This Agreement shall be annually reviewed by the Town and the Village for substantive amendments.

- C) Entire Agreement. This written Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire agreement between the Town and the Village on the subject matter hereof.
- D) Hold Harmless and Indemnification. The Village agrees to indemnify and hold harmless the Town from and against all claims, actions, proceedings, damages and liabilities, including attorney fees, arising from, based on, or connected with any action, inaction or responsibility undertaken by any Village employee or representative pursuant to this Agreement or by any elected or appointed court official in connection with any case initiated by the Village. The Town agrees to indemnify and hold harmless the Village from and against all claims, actions, proceedings, damages and liabilities, including attorney fees, arising from, based on, or connected with any action, inaction or responsibility undertaken by any Town employee or representative pursuant to this Agreement or by any elected

or appointed court official in connection with any case initiated by the Town.

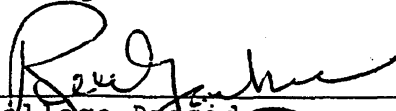
Nothing in this article is intended, nor shall be construed, to create any liability, waive any immunity or provide any right or benefit to any party other than the Town and the Village.

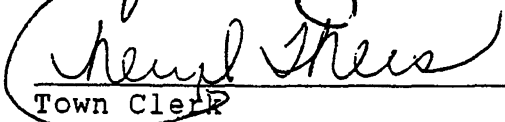
- E) Enforcement. If either party is required to resort to litigation or arbitration to enforce the terms of this Agreement, and if that party prevails in the litigation or arbitration, the other party shall pay the prevailing party all related costs including reasonable attorney's fees and expert witness fees. If the court or arbitrator awards relief to both parties, each will bear its own costs in their entirety.
- F) Term and Termination. This agreement shall remain in effect for an initial period coinciding with the term of the Municipal Judge to be elected in the 1995 spring municipal election and shall automatically renew thereafter for successive two year periods, coinciding with the term of office of the Joint Municipal Judge, unless terminated at the end of any term after a one year notice given by either the Village or the Town.
- G) Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforcabilty shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the unenforceable part, term or provision was never part of the Agreement.
- H) Immunity. Nothing contained in this Agreement constitutes a waiver of the Town's or the Village's immunity under applicable law.
- I) Effective Date. This Agreement shall be effective as of the date and year first written above.

Town of Windsor

Village of DeForest

  
 \_\_\_\_\_  
 Town Chairperson

  
 \_\_\_\_\_  
 Village President

  
 \_\_\_\_\_  
 Town Clerk

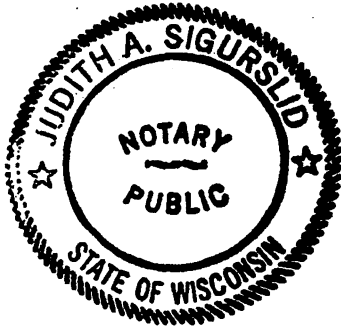
  
 \_\_\_\_\_  
 Village Clerk

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF DANE )

Personally appeared before me, this 20 day of April,  
1995, the above named Ch. Haney, Town  
Chairperson, and Cheryl Theis, Town Clerk of the  
Town of Windsor, to me known to be the person(s) who executed the  
foregoing instrument and acknowledged that they executed the same  
as such officers by the Town's authority.

Judith A. Sigurslid  
Notary Public, Dane County, Wisconsin

My Commission Expires 7-21-96



Village of DeForest

STATE OF WISCONSIN )  
  )    SS  
COUNTY OF DANE        )

Personally appeared before me this 17th day of April,  
1995, the above named Rex Yanke,  
Village President, and Ken Manley, Village  
Clerk of the Village of DeForest, to me known to be the person(s)  
who executed the foregoing instrument and acknowledged that they  
executed the same as such officers by the Village's authority.

Janet J. Stanek  
Notary Public, Dane County, Wisconsin  
My Commission Expires 7-21-96

