

**INTERGOVERNMENTAL AGREEMENT FOR NORTH FOND DU LAC
TO PROVIDE MUNICIPAL COURT SERVICES**

TO THE

**CITIES OF FOND DU LAC AND RIPON, TOWNS OF AUBURN, CALUMET, EMPIRE, FOND DU LAC, FRIENDSHIP,
OAKFIELD, OSCEOLA, RIPON AND TAYCHEEDAH IN FOND DU LAC COUNTY, VILLAGE OF WILSON IN
SHEBOYGAN COUNTY AND THE VILLAGES OF BRANDON, CAMPBELLSPORT, EDEN, FAIRWATER, NORTH
FOND DU LAC, OAKFIELD AND ST. CLOUD IN FOND DU LAC COUNTY**

AND

**THE CITY OF BERLIN IN GREEN LAKE AND WAUSHARA COUNTIES, THE CITIES OF GREEN LAKE, MARKESAN
AND PRINCETON IN GREEN LAKE COUNTY**

I. PREAMBLE

This Intergovernmental Agreement is entered into, pursuant to Section 66.0301 of the Wisconsin Statutes by the Cities of Berlin, Fond du Lac, Green Lake, Markesan, Princeton and Ripon, the Villages of Brandon, Campbellsport, Eden, Fairwater, North Fond du Lac, Oakfield and St. Cloud and the Towns of Auburn, Calumet, Empire, Fond du Lac, Friendship, Oakfield, Osceola, Ripon, Taycheedah and Wilson (together, the “municipalities”) for the provision of Municipal Court services by the Village of North Fond du Lac to the Cities of Berlin, Fond du Lac, Green Lake, Markesan, Princeton, and Ripon, the Villages of Brandon, Campbellsport, Eden, Fairwater, North Fond du Lac, Oakfield and St. Cloud and the Towns of Empire, Fond du Lac, Oakfield, Osceola, Ripon and Taycheedah.

II. SERVICES TO BE PROVIDED FOR MUNICIPAL COURT BY NORTH FOND DU LAC

A. Operational Court Services

The Village of North Fond du Lac shall provide municipal court services as required by law and subject to the ordinances of the municipalities.

B. Personnel

The Village of North Fond du Lac shall employ sufficient staff to perform the municipal court services required by the Agreement and by Wisconsin State Statute.

C. Location and Equipment

The Village of North Fond du Lac shall provide sufficient court office space, as required pursuant to Section 755.09, Wis. Stats. and storage, as well as computers, up-to-date programs and software and other office equipment as deemed necessary to provide court services to member municipalities.

D. Cooperation

The Village of North Fond du Lac shall cooperate with the Court Executive Committee.

III. RESPONSIBILITIES OF MEMBER MUNICIPALITIES

- A.** Each member municipality shall provide to the court electronic data in a form compatible with the court computer software.
- B.** Each member municipality where court services are held shall provide armed court security for the times during which court is in session.
- C.** Member municipalities shall cooperate in the collection of forfeitures by the court. The collection of penalties and surcharges will be in accordance with the requirements of Section 757.05(1)(c), (2), Wis. Stats.

IV. FINANCES

- A. Each member municipality agrees that the Village of North Fond du Lac may retain court fees collected for each citation disposed of by the court as allowed by the State of Wisconsin to offset operating expenditures. No court fees shall be collected from member municipalities in cases where a forfeiture has been assessed against a defendant in which the court has been unable to collect said forfeiture.
- B. It is agreed that funds in excess of operating expenses will be retained by the Village of North Fond du Lac and that any expenditures exceeding expenses will be absorbed by the Village of North Fond du Lac. The budget of the municipal court shall be separate from or contained on a separate line from, the budget or line items of all other North Fond du Lac Departments as required under Section 755.01(1), Wis. Stats.
- C. All forfeitures collected by the court for member municipalities shall be remitted to the municipalities in accordance with state statute.
- D. The court agrees to vigorously attempt to collect all outstanding forfeitures utilizing statutorily permitted means available to the court.

V. LOCATIONS OF COURT SESSIONS

- A. Locations for court sessions shall be mutually agreed upon by the municipality and the court.

VI. COURT EXECUTIVE COMMITTEE

- A. The Lakeside Municipal Court Executive Committee shall be composed of one (1) representative from each member municipality. Each of these members may appoint, at their discretion, an alternate to serve in their place or absence. Members or alternates may not be employees of the municipality's police department.
- B. The membership shall elect from its members a chairperson to preside at its meetings and a vice-chair to act in the absence of the chair and shall designate a recording secretary. Terms shall be two years. Chair and vice-chair may serve two consecutive terms.
- C. The Court Executive Committee shall hold annual meetings at a place and time to be fixed by the committee for the purpose of reviewing functions of the court. Special meetings may be held whenever called by its Chair or, on written request of two (2) members of the municipalities. The clerks of the municipalities and the members of the Executive Committee shall be notified at least seven (7) days prior to any regular or special meetings. The Court Executive Committee shall keep a written record of its proceedings. Meeting records shall be kept in the Municipal Court office.
- D. A majority of the members of the Court Executive Committee at a meeting shall constitute a quorum for all purposes.
- E. In order for a motion to be adopted or for any recommendations to be made to the court or the Village of North Fond du Lac, a simple majority vote of all members of the committee at the meeting is required.
- F. The Court Executive Committee may adopt rules, policies, and/or by-laws as it deems necessary.

This Agreement shall commence May 1, 2024. Any party may, with 180 days written notice and at the end of the judge's term, provide notice of termination of its participation in this Agreement. Notice of termination must be in writing and delivered by personal service or by certified mail, return receipt requested, to the clerk of the other municipalities and to the court.

Adopted this 20 day of February, 2024

Kevin Grobel

City / Village / Town Official

Attest: Kari Scheyke
Clerk