AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF STOUGHTON AND THE TOWN OF DUNKIRK CONCERNING THE JOINT MUNICIPAL COURT

This Amended and Restated Agreement Concerning the Joint Municipal Court Agreement ("Agreement") is entered into by and between the City of Stoughton ("Stoughton") and the Town of Dunkirk ("Dunkirk"), both in Dane County, Wisconsin.

Recitals

A. Pursuant to chapter 755 of the Wisconsin Statutes, Stoughton and Dunkirk have adopted identical ordinances thereby providing for the creation of a Joint Municipal Court to serve Stoughton and Dunkirk (the "Joint Municipal Court" or the "Court") presided over by a municipal judge (the "Municipal Judge" or the "Judge").

B. The purpose of this Agreement is to amend and restate in its entirety the terms of the Agreement between the City of Stoughton and the Town of Dunkirk concerning the Joint Municipal Court entered into by Stoughton and Dunkirk on November 9, 1993 and the amended agreement entered into by Stoughton and Dunkirk on July 19, 2004. This Agreement shall supersede and replace any and all prior agreements relating to the Joint Municipal Court.

Agreement

NOW, THEREFORE, in consideration of the benefits to be derived by Stoughton and Dunkirk from the operation of the Joint Municipal Court, Stoughton and Dunkirk agree as follows:

1. Costs of Operating the Court. Stoughton shall pay all costs of operating or administering the Court.

2. Forfeitures, Penalty Assessments, and Costs. All forfeitures, fees, penalty assessments, and court costs which result from citations issued by Dunkirk and which are processed by the Court shall be collected by Stoughton. Any forfeiture collected by Stoughton which results from a citation issued by Dunkirk shall be paid to Dunkirk by the fifteenth day of the month following collection by Stoughton. Any fees, penalty assessments, and court costs collected by Stoughton shall be retained by Stoughton.

3. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by Stoughton and Dunkirk.

4. Termination.

a. Dunkirk may elect to withdraw its participation in the Court and terminate this Agreement, at any time and for any reason, provided however that Dunkirk must give written notice of such termination and withdrawal no less than 60 days prior to the date on which the first nomination papers must be filed for the Judge's next term. In the event such notice is given, Dunkirk shall be deemed to have withdrawn effective at the conclusion of the Judge's current term. Thereafter, Dunkirk's right to participate in the Court under this Agreement and the Agreement shall terminate. Withdrawal of Dunkirk from and termination of the Agreement under this provision shall not serve to abolish the Court, and Stoughton may continue to operate the Court.

b. Stoughton may elect to terminate Dunkirk's participation in the Court and this Agreement, at any time and for any reason, provided however that Stoughton gives written notice of such termination no less than 60 days prior to the date on which the first nomination papers must be filed for the Judge's next term. In the event such notice is given, Dunkirk's participation in the Court shall terminate effective at the conclusion of the Judge's current term. Thereafter, Dunkirk's right to participate in the Court under this Agreement and the Agreement shall terminate.

[Signature pages follow.]

IN WITNESS WHEREOF, and following approval of this Agreement by resolution of the City Council of the City of Stoughton, Wisconsin hereby approves and executes this Agreement on the date indicated below.

Date: _____

CITY OF STOUGHTON:

By: _____
Donna Olson, Mayor

Attest:

By: _____
Holly Licht, City Clerk

IN WITNESS WHEREOF, and following approval of this Agreement by resolution of the Town Board of the Town of Dunkirk, Wisconsin hereby approves and executes this Agreement on the date indicated below.

Date: _____

TOWN OF DUNKIRK:

By:_____

_____, Town Chair

Attest:

By:_____

_____, Town Clerk

AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF STOUGHTON AND THE TOWN OF DUNKIRK CONCERNING THE JOINT MUNICIPAL COURT

This Amended and Restated Agreement Concerning the Joint Municipal Court Agreement ("Agreement") is entered into by and between the City of Stoughton ("Stoughton") and the Town of Dunkirk ("Dunkirk"), both in Dane County, Wisconsin.

Recitals

A. Pursuant to chapter 755 of the Wisconsin Statutes, Stoughton and Dunkirk have adopted identical ordinances thereby providing for the creation of a Joint Municipal Court to serve Stoughton and Dunkirk (the "Joint Municipal Court" or the "Court") presided over by a municipal judge (the "Municipal Judge" or the "Judge").

B. The purpose of this Agreement is to amend and restate in its entirety the terms of the Agreement between the City of Stoughton and the Town of Dunkirk concerning the Joint Municipal Court entered into by Stoughton and Dunkirk on August 11, 1987 and the amended agreement entered into by Stoughton and Dunkirk on August 5, 2004. This Agreement shall supersede and replace any and all prior agreements relating to the Joint Municipal Court.

Agreement

NOW, THEREFORE, in consideration of the benefits to be derived by Stoughton and Dunkirk from the operation of the Joint Municipal Court, Stoughton and Dunkirk agree as follows:

1. Costs of Operating the Court. Stoughton shall pay all costs of operating or administering the Court.

2. Forfeitures, Penalty Assessments, and Costs. All forfeitures, fees, penalty assessments, and court costs which result from citations issued by Dunkirk and which are processed by the Court shall be collected by Stoughton. Any forfeiture collected by Stoughton which results from a citation issued by Dunkirk shall be paid to Dunkirk by the fifteenth day of the month following collection by Stoughton. Any fees, penalty assessments, and court costs collected by Stoughton shall be retained by Stoughton.

3. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by Stoughton and Dunkirk.

4. Termination.

a. Dunkirk may elect to withdraw its participation in the Court and terminate this Agreement, at any time and for any reason, provided however that Dunkirk must give written notice of such termination and withdrawal no less than 60 days prior to the date on which the first nomination papers must be filed for the Judge's next term. In the event such notice is given, Dunkirk shall be deemed to have withdrawn effective at the conclusion of the Judge's current term. Thereafter, Dunkirk's right to participate in the Court under this Agreement and the Agreement shall terminate. Withdrawal of Dunkirk from and termination of the Agreement under this provision shall not serve to abolish the Court, and Stoughton may continue to operate the Court.

b. Stoughton may elect to terminate Dunkirk's participation in the Court and this Agreement, at any time and for any reason, provided however that Stoughton gives written notice of such termination no less than 60 days prior to the date on which the first nomination papers must be filed for the Judge's next term. In the event such notice is given, Dunkirk's participation in the Court shall terminate effective at the conclusion of the Judge's current term. Thereafter, Dunkirk's right to participate in the Court under this Agreement and the Agreement shall terminate.

[Signature pages follow.]

IN WITNESS WHEREOF, and following approval of this Agreement by resolution of the City Council of the City of Stoughton, Wisconsin hereby approves and executes this Agreement on the date indicated below.

Date: _____

CITY OF STOUGHTON:

By: _____
Donna Olson, Mayor

Attest:

By: _____
Holly Licht, City Clerk

IN WITNESS WHEREOF, and following approval of this Agreement by resolution of the Town Board of the Town of Dunkirk, Wisconsin hereby approves and executes this Agreement on the date indicated below.

Date: _____

TOWN OF DUNKIRK:

By:_____

_____, Town Chair

Attest:

By:_____

_____, Town Clerk

COPY

AGREEMENT BETWEEN THE CITY OF STOUGHTON AND THE TOWN OF DUNKIRK CONCERNING THE JOINT MUNICIPAL COURT

This amendment to the original agreement dated November 9, 1993 is made and entered into by and between the City of Stoughton and the Town of Dunkirk, both of Dane County, Wisconsin this 19th day of July, 2004.

WITNESS:

WHEREAS, the City of Stoughton and the Town of Dunkirk have created a Joint Municipal Court (hereinafter "Court") pursuant to Chapter 755 of the Wisconsin Statutes;

WHEREAS, the City of Stoughton and the Town of Dunkirk seek to equitably share the cost of administering and operating the Court;

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, the City of Stoughton and the Town of Dunkirk agree as follows:

1. The Town of Dunkirk shall pay to the City of Stoughton the sum of $**80.00** for each citation issued by the Town of Dunkirk which is processed by the Court.
2. The Town of Dunkirk shall make said payment to the Clerk of the City of Stoughton by the fifteenth day of the month following the month that the citation was issued by the Town of Dunkirk.
3. All other costs of operating or administering the Court shall be borne by the City of Stoughton.
4. All forfeitures and court costs which result from citations issued by the Town of Dunkirk and which are processed by the Court shall be collected by the City of Stoughton. Any forfeiture collected by the City of Stoughton which results from a citation issued by the Town of Dunkirk shall be paid to the

Town of Dunkirk by the fifteenth day of the month following collection by the City of Stoughton. All court costs resulting from Town of Dunkirk citations shall be retained by the City of Stoughton to assist it in defraying the expenses of Court. Any other monies collected by the City of Stoughton through operation of the Court shall be retained by it.

5. It is the intent of this agreement that it remain in effect until the City of Stoughton and the Town of Dunkirk mutually agree to modify or end it. After the agreement has been in effect for one year, the City of Stoughton and the Town of Dunkirk each has the right to terminate it upon written notice to the other party. After receipt of and written notice, this agreement shall terminate in 30 days or when all the outstanding citations of the Town of Dunkirk have been processed by the Court, whichever is longer.

IN WITNESS WHEREOF, the parties have executed this agreement under seal to be effective as of the date first above written.

CITY OF STOUGHTON:

By Helen J. Johnson
Helen J. Johnson, Mayor

TOWN OF DUNKIRK:

Jerry J. Sellers
Jerry J. Sellers, Chairman

s/common/lja/contracts/mun court - dunkirk