

JOINT AGREEMENT
ESTABLISHING THE ROTHSCHILD JOINT MUNICIPAL COURT – SERVING THE COMMUNITIES OF
THE VILLAGE OF ROTHSCHILD, VILLAGE OF WESTON, CITY OF SCHOFIELD, TOWN OF WESTON,
VILLAGE OF MARATHON CITY, AND VILLAGE OF EDGAR

Court Establishment:

- A. Pursuant to §755.01(1) Wis. Stats., the Village of Rothschild, Village of Weston, Town of Weston, City of Schofield, Village of Marathon City and Village of Edgar Joint Municipal Court shall become operative on May 1, 2024, and after the following:
- (1) The Village of Rothschild, Village of Weston, Town of Weston, City of Schofield, Village of Marathon City and Village of Edgar (“the municipalities”) have adopted an identical ordinance providing for the election of a judge and the operation and maintenance of a court prior to the signing of this Agreement; and
 - (2) The joint municipal court will receive a certification from the chief judge of the judicial administrative district that the court meets the requirements of §755.09, 755.10, 755.11, & 755.17 Wis Stats.; and
 - (3) The Village will provide notification to the director of state courts of the adoption of the ordinances.
- B. Pursuant to §755.09 Wis Stats., the municipalities have provided the municipal court judge with appropriate workspace at the Rothschild Village Hall.
- C. Pursuant to §755.17(2) Wis. Stats., the courtroom space has been designed and furnished to create an atmosphere of dignity and decorum and is separate from the police department by design and signage.
- D. Pursuant to §755.11 Wis. Stats., court records shall be stored separately from other records. Access to court records shall be restricted to court personnel except as authorized by the judge or by law. Purchase of an electronic records system is subject to the approval of the judge.
- E. Pursuant to §11.0102 Wis. Stats., certified copies of the ordinances effecting this Agreement shall be transmitted to the Marathon County Clerk.

Court Staff:

- F. Pursuant to §755.17(1) and §755.17(1m) Wis. Stats., the judge shall wear a black robe and the clerk shall be attired appropriately and shall not wear law enforcement attire while performing municipal court functions.

- G. Pursuant to §755.10 Wis. Stats., the municipalities hereby authorize one clerk for the court. The hiring, termination, and hours of employment of the clerk shall be under the authority of the judge. The salary of the clerk is paid and administered by the Village of Rothschild. The Village of Rothschild shall also pay for the clerk's bond. The amount of the clerk's salary and/or bond may be adjusted by actions having the same effect of the municipal boards of all appropriate municipalities.
- H. **The salary of the judge is hereby fixed by the Village of Rothschild at \$12,000.00,** which is paid and administered by the Village of Rothschild. The Village of Rothschild shall also pay for the judge's bond. The amount of the judge's salary and/or bond may be adjusted by actions having the same effect of the municipal boards of all appropriate municipalities.
- I. Electors of the municipalities shall be eligible to vote for the judge of the joint municipal court following the expiration of the current term of the municipal judge.
- J. Pursuant to §61.19 Wis. Stats., no person not a resident elector of the municipalities shall be elected to the office of municipal judge of the joint municipal court.

Court Financials:

- K. Pursuant to §755.18 Wis. Stats., the municipalities bear the cost of the mandatory municipal judge and clerk education required by Supreme Court Rule 33. An annual education fee is charged by the Director of State Courts Office to the municipalities operating this joint municipal court. These education fees will be paid by the Village of Rothschild.
- L. The Village of Marathon City has already paid the initial start-up cost and no expenses are due at this time. The Village of Edgar has already paid the initial start-up cost and no expenses are due at this time. The Village of Weston, Town of Weston and City of Schofield would need to pay a total sum of \$2,000.00 for initial costs towards the new joint municipal court. This \$2,000.00 will be split between the three municipalities listed above, where the Village of Weston will pay \$1,500.00, the City of Schofield will pay a sum of \$350.00, and the Town of Weston will pay \$150.00. The payment will be made out to the Village of Rothschild.
- M. The Village of Rothschild shall remit to each of the municipalities its municipal deposit share from forfeitures collected on a not less than monthly basis.
- N. The Village of Rothschild shall retain any local court cost portions of forfeitures collected from the prosecution of citations in the municipalities of the Village of Weston, Town of Weston, City of Schofield, Village of Marathon City and Village of Edgar.

- O. The Village of Marathon City and Village of Edgar shall be responsible for their own expenses in prosecuting its issued citations, including but not limited to any witness fees or expenses and supplying its own municipal attorneys to appear on its behalf.
- P. The Village of Rothschild shall supply each of the municipalities with a financial report itemizing municipal court monies related to the prosecution of its citations on a monthly basis.
- Q. All operating costs of the joint municipal court not otherwise mentioned herein will be paid and administered by the Village of Rothschild.

Execution:

- R. This Agreement may be amended by actions having the same effect of the municipal boards and/or councils of all municipalities involved.
- S. Pursuant to §755.01(2) Wis. Stats., the Village of Rothschild may abolish a municipal court at the end of any term for which the judge is elected but they may not abolish the court while the joint court Agreement is in effect.
- T. If one of the municipalities wishes to cancel this Agreement, they must give written notice of cancellation to the other municipalities prior to when nominations for municipal judge are made pursuant to §8.05 Wis. Stats.
- U. This Agreement is based upon the approval of section A(2) and A(3) of this Agreement.
- V. This Agreement to be signed by the respective elected municipal leaders upon approval of their municipal boards and/or councils:

Village of Rothschild

Signature: _____

Date: _____

Attest: _____

Date: _____

Village of Weston

Signature: _____

Date: _____

Attest: _____

Date: _____

Town of Weston

Signature: _____

Date: _____

Attest: _____

Date: _____

City of Schofield

Signature: _____

Date: _____

Attest: _____

Date: _____

Village of Marathon City

Signature: _____

Date: _____

Attest: _____

Date: _____

Village of Edgar

Signature: _____

Date: _____

Attest: _____

Date: _____