

Resolution No. 6-0214

RESOLUTION TO ENTER INTO LAW ENFORCEMENT SERVICES AGREEMENT WITH VILLAGE OF REWEY

WHEREAS, Wisconsin Statute § 59.03 permits Iowa County to exercise its law enforcement powers in any municipality within the County upon request of the municipality; and

WHEREAS, Wisconsin Statutes §§ 59.03 and 66.0301 permit a municipality to enter into contracts with Iowa County and to pay reasonable expenses incurred by the County in rendering services within that municipality; and

WHEREAS, the Village of Rewey has by ordinance adopted by its governing board repealed its Office of Chief of Police, which ordinance will take effect on March 17, 2014; and

WHEREAS, the Village of Rewey has by resolution of its governing board resolved to enter into a Law Enforcement Services Agreement with Iowa County; and

WHEREAS, the provision of law enforcement services to the Village of Rewey exclusively by Iowa County pursuant to the terms of the Law Enforcement Services Agreement attached hereto as Exhibit 1 would be in the interests of the public.

NOW THEREFORE, BE IT RESOLVED by the Iowa County Board of Supervisors that the Iowa County Sheriff is hereby authorized to negotiate and execute the Law Enforcement Services Agreement between the Village of Rewey and Iowa County; and

BE IT FURTHER RESOLVED that the Iowa County Sheriff shall evaluate the hourly fee charged for services prior to renewal or extension of the Law Enforcement Services Agreement to ensure that the costs of providing such services are fully recovered by Iowa County.

Resolution drafted by Iowa County Corporation Counsel and respectfully submitted by the Justice Committee.

Adopted by the Iowa County Board of Supervisors this 18th day of February, 2014.

LAW ENFORCEMENT SERVICES AGREEMENT

This LAW ENFORCEMENT SERVICES AGREEMENT ("AGREEMENT"), is made and entered into on the dates indicated after the signature of the parties by and between Iowa County, a municipal corporation (hereinafter referred to as "COUNTY"), and the Village of Rewey, a municipal corporation located within the geographic boundaries of Iowa County (hereinafter referred to as "VILLAGE").

WHEREAS, the VILLAGE has requested that the Iowa County Sheriff's Office provide special law enforcement services in addition to services currently provided by regular patrols, and;

WHEREAS, the Iowa County Sheriff, being duly elected, manages and directs the operations of the Iowa County Sheriff's Office in providing police services throughout the territorial limits of the County of Iowa; and

WHEREAS, the COUNTY is willing to consent to such an agreement provided its costs are adequately reimbursed by the VILLAGE; and

WHEREAS, this AGREEMENT is authorized by Wisconsin Statutes 66.0301 and 59.03(2)(e);

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the parties hereto agree as follows:

I. SCOPE OF SERVICES

- a. The COUNTY shall assign a Deputy Sheriff in a county squad car to patrol duty in the VILLAGE.
- b. While on patrol within the VILLAGE, the deputy will undertake all regular patrol duties. In addition, the deputy will carry out the enforcement of VILLAGE ordinances and special assignments based on particular problems or special events occurring within the VILLAGE.
- c. The COUNTY shall provide patrol services for a minimum of 1 hour per month during the term of this AGREEMENT. This minimum allotment of hours is subject to change by mutual written agreement of the parties.
- d. The Sheriff shall have supervisory control over the personnel providing services under this agreement. The Sheriff shall retain final authority to make decisions relating to the law enforcement practices utilized to deliver such services.
- e. Assignment of Deputies to the VILLAGE shall be at the discretion of the Sheriff, based on availability, but shall as closely as feasible coincide with the needs of the VILLAGE. The VILLAGE will designate a liaison to provide the Sheriff with any information relative to the performance of the assigned duties and special assignments which the VILLAGE desires.

II. COMPUTATION OF HOURS

- a. In addition to the duties described in Item I, b, time spent by officers in court time and case preparation in connection with prosecuting violations of VILLAGE ordinances shall be counted as village time.
- b. Time spent by deputies in the following activities shall not be counted as village time:
 - i. Travel time to and from the VILLAGE
 - ii. Response by the deputy on patrol to emergencies outside the VILLAGE.
 - iii. Court and case preparation time in connection with prosecuting violations of the Wisconsin state statutes or Iowa County ordinances.
 - iv. Responding to an emergency within the VILLAGE limits. Such emergencies include but are not limited to: automobile accidents, criminal occurrences that are not the subject of regular patrol duties and enforcement under Item I., and medical emergencies.

III. RECORDKEEPING

- a. The Sheriff's Office shall require that all time spent by its deputies, under the terms of this AGREEMENT, be recorded on separate daily worksheets.

IV. TERM

- a. The term of this contract shall begin on February 19, 2014 and shall expire on February 19, 2015.

V. TERMINATION

- a. The herein contained AGREEMENT may be terminated at any time upon Thirty (30) days written advance notice to the opposite party.

VI. PAYMENT AND INDEPENDENT CONTRACTOR STATUS

- a. In consideration of supplying such services, the VILLAGE agrees to pay the COUNTY \$32.00 per hour. A statement of services will be sent to the VILLAGE from the Sheriff's Office and payments will be made monthly to the COUNTY.
- b. It is understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this AGREEMENT. The employees or agents of COUNTY are not now, nor will they be deemed to be, employees of the VILLAGE. The employees of the VILLAGE are not now, nor will they be

deemed to be, employees of the COUNTY. The COUNTY assumes all financial responsibility for the employees of the COUNTY, such as wages and withholding taxes, social security, sales and other taxes, which may be related to the services to be provided by COUNTY under this AGREEMENT.

VII. MISCELLANEOUS

- a. Nothing in this AGREEMENT shall be construed as preventing the deputy on patrol in the VILLAGE and engaged in fulfilling this contract, from being able to respond to any other Department assignment, whether inside or outside of the VILLAGE limits.
- b. The VILLAGE Board may, if it so desires, submit a monthly or other periodic request to the Sheriff, detailing special events or current problems that should be addressed under the terms of this AGREEMENT, and those needs likewise will be addressed under the terms of this AGREEMENT.
- c. The COUNTY'S responsibility hereunder shall at all times be subject to the availability of its forces, and the Sheriff has sole determination as to such availability.
- d. Any and all VILLAGE assets previously utilized by the VILLAGE for law enforcement purposes shall remain VILLAGE assets.

VIII. INDEMNIFICATION

- a. As between the VILLAGE and the COUNTY, each party shall be responsible for its own acts and defend, hold harmless, and indemnify the other party from and against any claims brought against the other party founded in or growing out of the negligence or illegal conduct of the responsible party, its officers, agents, and employees.

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To evidence their agreement hereto, the parties have signed this AGREEMENT on the dates indicated after their signature, to wit:

Date Signed _____

Steven R. Michek, Sheriff

Date Signed _____

Paul Simon, Village President

Date Signed _____

David Bauer, County Board Chair

Date Signed _____

Greg Klusendorf, County Clerk