

Sent to  
Kim

MAR 12 2019

**TOWNSHIPS OF BRAZEAU, BREED, DOTY, LAKEWOOD  
MOUNTAIN, RIVERVIEW and TOWNSEND  
POLICE SERVICES AGREEMENT**

**MEMORANDUM OF AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the TOWNSHIPS OF BRAZEAU, BREED, DOTY, LAKEWOOD, MOUNTAIN, RIVERVIEW AND TOWNSEND a municipal corporation, in Oconto County, Wisconsin (hereinafter referred to as "Townships"), and OCONTO COUNTY, a municipal corporation of the State of Wisconsin (hereinafter referred to as "County.")

WHEREAS, Wis. Stats. §66.0301 authorizes municipalities to contract and cooperate with one another for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, the Townships are not required to provide police protection services but wish to contract with the County for such services; and the County does now furnish law enforcement protection services throughout Oconto County, Wisconsin, and represents that it can and is willing to provide the Townships with additional such services;

THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt of which is acknowledged by both parties, it is agreed that the County will provide a full-time Deputy to the Townships from the 1st day of April, 2018 through the 31st day of December 2022, as follows:

1. The Townships shall pay to the Treasurer for the County, one-fourth (1/4) of the total annual amount due under this Agreement for said services quarterly, on or before January 1, April 1, July 1, and October 1, for each year of this Agreement, The annual amount(s) for each year are as set forth on Attachment A.
2. This agreement shall be for a term commencing April 1, 2018 (revised January 1, 2019) and ending December 31, 2022, unless extended by the parties for an additional period upon the same terms and conditions, except that the fee for services in the extended period shall be determined by the parties at the time of the extension. Either party may terminate this Agreement by providing written notice not later than June 30<sup>th</sup> of any year that the Agreement will terminate at the end of that calendar year.
3. The Sheriff and/or designee, shall act as the contract administrator for the County and shall:
  - a. Serve as the point of contact for all activities in the Townships and disseminate information of those activities as he/she deems necessary, and
  - b. Be knowledgeable of community affairs and attend Township Board and committee meetings as necessary
4. Officers assigned to the Townships shall be properly trained and supervised. Such training shall include an orientation session to provide the officers with specific knowledge of the Township, such orientation materials to be supplied by the Townships. The officer assigned to the Townships shall be jointly interviewed and considered by the Townships' representatives and the Sheriff's Office

representative, with the final determination of the assignment to be made by the Sheriff, considering the input from the Townships. The Townships' representatives shall have the right to reject the candidate to be hired by Sheriff, if the applicant does not meet the needs or expectations of the communities. The assigned officer shall be the permanent officer for the Townships, except for regularly scheduled time-off coverage, unless a change in officer is mutually agreed by the Townships and the Sheriff.

5. All arrests made, summonses served and/or citations issued by officers assigned to the Townships to perform full-time police services, shall operate, as follows:
  - a. Violations of State Statutes or County ordinances shall be handled and processed in the same manner as other county arrests; and
  - b. Violations of Township ordinances shall be handled by the Township authorities and processed in the Township Municipal Court by the Township Attorney; and in cases where there may be a choice of law, priority shall be given to charging a violation of a Township ordinance.
6. The County shall supply all necessary professional equipment for the officers assigned to the Townships, including, but not limited to, weapons, ammunition, portable radios and soft body armor.
7. The County shall provide a properly equipped squad car.
8. The County shall provide the Townships with the following statistics as necessary:
  - a. Incidents
  - b. Citations
  - c. Accidents
  - d. Adult Arrests
  - e. Juvenile Arrests
  - f. Time of Day Activity
  - g. Other reports as they become available
9. The County shall fully and timely provide all services, equipment, materials and devices contemplated by this Agreement, and not to withhold providing any of the same during the term or any renewal or extension hereof, except for cause beyond the control of the County; the County shall make available to the Townships any other data which the Townships deem necessary to properly and reasonably carry out the statutory duty of police protections.
10. The County shall provide necessary officers as relief and/or replacement during the absence or after termination of an officer regularly assigned to the Townships, in accordance with all terms and conditions of this agreement. Absence does not include union contractual time off vacation, sick time and compensatory time.
11. All officers assigned to the Townships shall, at all times, be and remain employees of the County, and shall not be deemed employees or agents of the Townships; and that the County shall fully indemnify and hold harmless the Townships, its agents, employees and officers, from any liability for defense expenses and for damages to person or property caused by an act or omission of a County employee in furtherance of the provisions of this agreement, to the extent that the same are not covered by insurance, including reasonable attorney fees of Townships.

12. All patrol officers regularly assigned to the Townships shall have a minimum of one (1) year law enforcement experience to maintain continuity of law enforcement within the community, unless the parties mutually agree to waive the one (1) year requirement.
13. The Townships shall provide all necessary arrest citations, affidavits, and other incidental and necessary forms for use of and by the officers assigned to the Townships.
14. The Townships shall fully indemnify and hold harmless the County, its agents, employees and officers, from any liability for defense expenses and for damages to person and property caused by any act or omission of a Townships employee in furtherance of the provisions of this agreement to the extent that the same are not covered by insurance.
15. Jurisdiction for any dispute arising out of the terms of this Agreement shall reside in the Oconto County Circuit Court, State of Wisconsin.

This document constitutes the full and complete Agreement by and between the parties and shall not be amended except in writing signed by the parties and attached hereto.

IN WITNESS WHEREOF, this contract has been executed in duplicate, originals as of the day and year above written.

**TOWN OF BRAZEAU**


**OCONTO COUNTY**

By: \_\_\_\_\_  
 \_\_\_\_\_ (Printed Name)  
 Town Chairman

By: \_\_\_\_\_  
 Kim Pytleski  
 Oconto County Clerk

By: \_\_\_\_\_  
 \_\_\_\_\_ (Printed Name)  
 Town Clerk

**TOWN OF TOWNSEND**

By:   
 Carla VanCamp (Printed Name)  
 Town Chairman

By:   
 Linda Ziegler (Printed Name)  
 Town Clerk

**TOWN OF RIVERVIEW**

By: \_\_\_\_\_  
 \_\_\_\_\_ (Printed Name)  
 Town Chairman

**ATTACHMENT A –Summary of Contract Costs  
TOWNSHIPS OF BRAZEAU, BREED, DOTY, LAKEWOOD  
MOUNTAIN, RIVERVIEW and TOWNSEND**

**Years 2018 -- 2022**

**2018 \$45,000**

**2019 \$45,000**

**2020 \$48,000**

**2021 \$51,000**

**2022 \$54,000**