

**AGREEMENT FOR DEDICATED SERVICES
BETWEEN
MARATHON COUNTY SHERIFF'S OFFICE
AND
TOWN OF RIB MOUNTAIN**

THIS AGREEMENT is made as of the 9th day of July 2020, by and between the Marathon County Sheriff's Office, hereinafter referred to as the "Office" and the Town of Rib Mountain, a municipal corporation, hereinafter referred to as the "Town" and collectively referred to as "the Parties."

WHEREAS, Marathon County operates and maintains the Marathon County Sheriff's Office, which is reasonably staffed and equipped to provide law enforcement services to the Town; and

WHEREAS, the Town wishes to contract with the Office for law enforcement services within the Town's municipal boundaries; and

WHEREAS, these requested services are outside the required law enforcement responsibilities of the Office as defined by Wisconsin State Statute Section 60.56; and

WHEREAS, the Office by and through its Sheriff, wishes to perform law enforcement services for the Town as provided for herein;

NOW, THEREFORE, the Parties hereto agree as follows:

1. Scope of Services:

- a. The enhanced services in the Town shall consist of dedicated patrols and law enforcement activities within the geographical boundaries of the Town.
- b. Specific hours and areas of law enforcement activities shall be determined by the Town and the Sheriff's Office, in accordance with the following:
 - 1) One deputy shall be assigned as the Town Deputy, working a forty (40) hour work week, specifically designated as the "Town" deputy;
 - 2) Hours assigned will include periodic evening and weekend hours;
 - 3) The deputy shall attend minimally once a month a regular Town Board meeting.
- c. The Sheriff will have supervisory control over the personnel providing dedicated services to the Town.

- d. Deputies serving under this Agreement are and will remain employees of the Office.
- e. Selection:
 - 1) The selection of the dedicated deputy to serve under this Agreement will be made collaboratively by a representative of the Town and the Sheriff on an as-needed basis;
 - 2) If, during the course of this Agreement, the Town becomes dissatisfied with the assigned deputy, the Office shall be given an opportunity to remedy the situation within thirty (30) days of the Town's request. If no resolution is reached that is satisfactory to both parties within thirty (30) days, the Town shall have the right to request another deputy to be assigned. The Office must fulfill this request within ninety (90) days of the Town's request.
 - 3) The Sheriff reserves the right, in his/her sole discretion, to reassign the dedicated deputy on either a temporary or permanent basis for any reason. This reassignment shall require notification of the Town Administrator or Town Chairman as deemed appropriate.
- f. The Office will provide patrol functions as follows:
 - 1) During patrol hours, the dedicated deputy serving under this Agreement will provide continual patrol in the Town. The on-duty deputy will be the primary responder to all dispatched events in the Town. The deputy will leave the boundaries of the Town only at the direction of the Office for required mutual aid assistance by the Office or to respond to an emergency;
 - 2) Reasonable efforts will be made to respond to the Town's requests, as expressed by the Town Administrator. This would include requests seeking enforcement of local Town Ordinances. The Town Administrator shall serve as Liaison to the Office and the Office shall also designate one Liaison to the Town, which shall be from the supervisory ranks.
- g. The assigned deputy serving under this Agreement shall have discretion to enforce all Town Ordinances.
- h. The Sheriff or their designee shall properly and timely notify the Town Administrator, or in their absence, the Town Chairman of matters that may arise in the Town on an as-needed basis.

- i. The Office shall provide reports on a monthly basis of services rendered. The reports shall include the following information:
 - 1) Ticket Issued Report including local Town Ordinance violations;
 - 2) Accident Activity Report;
 - 3) Adult Arrest Report;
 - 4) Report of number of Juvenile Arrests.
 - j. The Sheriff reserves the right, in case of emergency, to pull the assigned deputy from assignment in the Town, and have the deputy respond to an emergency.
 - k. The assigned deputy shall be provided with deputy space in the Town Hall and shall meet with Town Officials and Town residents on an as-needed basis at this location. Said meetings shall be considered as part of patrol functions described above. Said meetings shall be considered as part of patrol functions described above.
2. Payment for Services:
- a. Town agrees to pay for the vehicle required for the dedicated deputy.
 - 1) It is understood in exchange for the Town's payment of the vehicle, the Office agrees to mark the vehicle with, "Rib Mountain Patrol" with the Town's logo;
 - 2) Final design shall be approved by the Town;
 - 3) The Town agrees to pay up to Thirty-Two Thousand Dollars (\$32,000) for the vehicle, which shall include all equipment costs;
 - 4) The Town shall have the option to pay for the vehicle in a lump sum, which is due by September 1, 2020. Alternatively, the Town shall pay the costs of the vehicle over the term of the purchase contract.
 - b. Town agrees to pay One Hundred Seven Thousand Dollars (\$107,000) per year for the dedicated deputy services or Twenty-Six Thousand Seven Hundred and Fifty Dollars (\$26,750) per quarter. Costs for dedicated deputy should include all costs for the deputy. The costs for 2020 services shall be prorated for the remaining months for 2020.

- c. The annual cost for services shall be increased each year by the annual across-the-board wage increase negotiated between the Office and the Marathon County Deputy Sheriff Association.

- 1) The Office shall invoice the Town no earlier than fifteen (15) days prior to the start of the new quarter.

- d. The deputy shall schedule their shift to allow for court appearances. There shall be no additional costs associated with court appearances or other expenses as a result of citation(s) issued during the assigned deputy's duty.

- e. The Town shall receive all revenues received for fines including court fees as a result of citation(s) issued.

3. Hold Harmless:

- a. The Town agrees to hold harmless and/or indemnify the County and the Sheriff's Office, and provide for defense for any claim brought against the Office, or any County deputy sounding in or arising from the negligence or improper conduct of any Town official, agent or employee.
- b. The Office agrees to hold harmless and/or indemnify the Town, and provide defense for any claim brought against the Town or any deputy, agent or employee of the Town sounding in or arising from the negligence or improper conduct of any Office deputy, agent or employee.
- c. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on damages conferred by law, by either the Office or the Town.

4. Term:

- a. The term of this Agreement shall begin September 1, 2020, and end as of December 31, 2025.
- b. The terms of this Agreement may be terminated by either Party with ninety (90) days written notice being provided to the other Party.

5. Breach of Contract:

- a. Both the Office and the Town will make a good-faith effort to abide by all the provisions included in this Agreement.
- b. In the event the Office shall fail, neglect, or refuse to carry out the terms of

this Agreement, then the Town may give written notice of said default to the Office. The Office shall have ninety (90) days in which to cure or correct any such default. If the Office fails to correct or cure the default, then the rights of the Office shall be forfeited, and the Town is authorized after said ninety (90) days to immediately terminate this Agreement.

- c. In the event the Town shall fail, neglect, or refuse to carry out the terms of this Agreement, then the Office may give written notice of said default to the Town. The Town shall have ninety (90) days in which to cure or correct any such default. If the Town fails to correct or cure the default, then the rights of the Town shall be forfeited, and the Office is authorized after said ninety (90) days to immediately terminate this Agreement.

6. Miscellaneous:

- a. This Agreement shall not be assignable, or otherwise transferable, unless agreed upon by both Parties.
- b. In the event the Town incorporates, the terms of this Agreement shall remain in effect under the new incorporated community.
- c. Each of the Parties expressly agree and acknowledges that this Agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin, and the Parties expressly agree that any dispute arising out of and/or related to this Agreement shall be subject to litigation in the Circuit Court for Marathon County, Wisconsin and the Parties expressly submit to the jurisdiction of the Circuit Court for Marathon County, Wisconsin for such purpose.
- d. Each of the Parties expressly agree and acknowledges that this Agreement represents the entire agreement of the Parties with respect to the subject matter set forth herein, and this Agreement shall not be modified or amended except by written agreement of all of the Parties.
- e. Each of the Parties expressly agrees and acknowledges the language used in this Agreement shall not be construed in favor or against any of the Parties but shall be construed as if all of the Parties prepared this Agreement. The language used in this Agreement shall be deemed to be chosen by all of the Parties to express their mutual intent, agreement and understanding and no rule of construction or strict construction shall be applied in favor of or against any of the Parties.
- f. Each of the Parties expressly agrees and acknowledges that, if any provision of this Agreement is/are found or held to be invalid or unenforceable, such

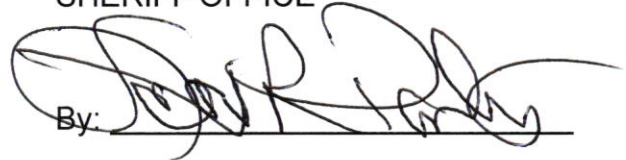
finding shall not affect the remaining provisions of this Agreement and all remaining provisions shall remain in full force and effect.

TOWN OF RIB MOUNTAIN

MARATHON COUNTY
SHERIFF OFFICE

By: _____

Allen Opall
Town Chairman

By:  _____

Scott Parks
Sheriff

Attested by: _____

Joanne Ruechel
Town Clerk