

LAW ENFORCEMENT SERVICES AGREEMENT

This LAW ENFORCEMENT SERVICES AGREEMENT ("AGREEMENT"), is made and entered into as of the last signature date below, by and between Iowa County, a municipal corporation (hereinafter referred to as "COUNTY"), and the Village of Ridgeway, 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 (hereinafter referred to as the "Sheriff's Office") provide special law enforcement services in addition to services currently provided by regular patrols, and

WHEREAS, the Iowa County Sheriff (hereinafter referred to as the "Sheriff"), being duly elected, manages and directs the operations of the Sheriff's Office in providing law enforcement services throughout the territorial limits of Iowa County; and

WHEREAS, the COUNTY is willing to provide law enforcement services in the VILLAGE in accordance with the terms and conditions contained in this AGREEMENT 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 an Iowa County Deputy Sheriff (hereinafter referred to as the "Deputy") in a county squad car and with normal equipment, that is issued to any Iowa County Deputy, to patrol duty in the VILLAGE.
- b. While on patrol within the VILLAGE, the Deputy shall undertake all regular patrol duties. In addition, the Deputy shall 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 thirty-two (32) hours per week 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 the Deputy to the VILLAGE shall be at the discretion of the Sheriff, based on union contracts and assignments, but shall as closely as feasible coincide with the needs of the VILLAGE. The VILLAGE shall 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. The VILLAGE shall have a representative present during interviews for assignment of the Deputy.

II. COMPUTATION OF HOURS

- a. In addition to the duties described in Section I.b., time spent by the Deputy in court and case preparation in connection with prosecuting violations of VILLAGE ordinances shall be paid for by the VILLAGE based on the hourly rate provided in Section VI.a.
- b. Time spent by the Deputy in the following activities shall not be paid for by the VILLAGE:
 - i. Travel time to and from the VILLAGE.
 - ii. Routine squad upkeep.

III. RECORDKEEPING

- a. The Sheriff's Office will require that all time spent by its Deputy, under the terms of this AGREEMENT, be recorded in our Computer Aided Dispatch (CAD) system.

IV. TERM

- a. The term of this AGREEMENT shall begin as set forth above with the Deputy services beginning on July 1, 2026, and may expire on December 31, 2027. This AGREEMENT shall automatically renew without further action by the VILLAGE or the COUNTY for additional one (1) year terms unless terminated in accordance with Section V. of this AGREEMENT.

V. TERMINATION

- a. This AGREEMENT may be terminated by either party at any time upon ninety (90) days written advance notice to the opposite party.
- ~~b.~~ Any violation of the terms and conditions of this AGREEMENT by either party shall constitute a breach of this AGREEMENT. In the event of a breach of this AGREEMENT, the non-breaching party shall notify the breaching party by written notice of the nature of the breach. The party in breach shall have thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to immediately terminate this Agreement by providing a written termination notice to the breaching party.

b.

VI. PAYMENT AND INDEPENDENT CONTRACTOR STATUS

- a. The COUNTY shall provide law enforcement services to the VILLAGE at a rate of \$75.00 per hour. A monthly statement of services will be sent to the VILLAGE from the Sheriff's Office on or before the [REDACTED] day of each month, and payments shall be made by the VILLAGE on a monthly basis to the COUNTY on or before the [REDACTED] day of each month.

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 the 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.

- b. In addition to the monthly charge described in Section VI.a., the VILLAGE shall reimburse the COUNTY for the actual costs incurred by the Deputy providing law enforcement services under this AGREEMENT. Such reimbursement shall include any overtime hours directly attributable to providing law enforcement services in the VILLAGE, as well as time spent in court.
- c. The COUNTY and the VILLAGE shall confer annually during the term of this AGREEMENT to review and, if necessary, negotiate any adjustment or increase to the hourly rate for the Deputy. Any such adjustment or increase shall be submitted by the COUNTY to the VILLAGE on or before September 1 of each year for the following year.

VII. MISCELLANEOUS

- a. Nothing in this AGREEMENT shall be construed as preventing the Deputy on patrol in the VILLAGE and engaged in providing law enforcement services, from being able to respond to any other assignments from the Sheriff's Office, 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.
- e. It is the understanding by the Village that this cost is based on the 32 hours per week. The more hours requested on a permanent basis, the more likely the hourly

rate will increase due to potential additional staff, overtime hours generated, and administrative fees.

- f. The Sheriff will bill the VILLAGE up to sixty-four (64) hours per calendar year for managed time off request.
- g. The assigned Deputy shall be responsible for the enforcement of the VILLAGE ordinances. The VILLAGE shall have the authority and responsibility to prosecute or otherwise resolve VILLAGE ordinance violations. It is further agreed that all forfeitures collected from citations issued by the assigned Deputy shall be paid to the VILLAGE, unless otherwise mandated by State law.
- h. The VILLAGE agrees to incorporate the annual nineteen (19) hours of state mandated training within the yearly patrol hours.
- i. The COUNTY may utilize Deputy for emergency assistance but shall not remove the Deputy from providing law enforcement services in the VILLAGE for non-emergency calls for service.
- j. The Deputy will attend all VILLAGE Board meetings, along with public safety meetings.
- k. The Deputy shall additionally provide law enforcement services in connection with the VILLAGE festivals of Ridgeway Independence Day Celebration and Ridgeway Holiday Celebration.
- l. The Sheriff's Office shall be responsible for handling and responding to all open records requests involving law enforcement services provided under this AGREEMENT.
- m. Evidence shall be transferred to Iowa County Investigations by June 1, 2026. Any evidence collected after that date will be turned over to Iowa County Investigations for safekeeping.
- n. The COUNTY shall submit to the VILLAGE Clerk by the 20th day of each month a schedule identifying the dates and times during which the Deputy will provide law enforcement services in the VILLAGE for the following month. The schedule shall be kept confidential.
- o. Schedule shall include a minimum of 4 weekend shifts per a month for a minimum of 32 hours.

VIII. INDEMNIFICATION

- a. The VILLAGE shall defend, hold harmless, and indemnify the COUNTY, the Sheriff's Office, and the officers and employees of each, for any claim arising out of or in connection with the negligence or improper act of the VILLAGE, or conduct of any officer, agent, or employee of the VILLAGE.

- b. The COUNTY shall defend, hold harmless, and indemnify the VILLAGE, its officers, employees, and agents, for any claim arising out of or in connection with the negligence or improper act of the County, the Sheriff's Office, and the officers and employees of each.
- c. It is expressly understood that the VILLAGE shall not defend, hold harmless, or indemnify the COUNTY, the Sheriff's Office, or any officer or employee of each, relative to alleged negligence or improper conduct, or both, of the COUNTY, the Sheriff's Office, or the officers or employees of each.

IX. AMENDMENT

- a. This AGREEMENT shall not be amended except in writing, executed by both parties.

X. NOTICE.

- a. All notices, requests, or other communications under this AGREEMENT shall be in writing and shall be deemed properly served upon delivery by hand or by mail addressed as follows:

If to the VILLAGE: [Add]

If to the COUNTY: [Add]

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

Date Signed _____

Michael Peterson, Sheriff

Date Signed _____

Bradley Butler, Village President

Date Signed _____

Lori Phelan, Village Clerk