

Intergovernmental Agreement for
Law Enforcement IT Services

This Intergovernmental Agreement for Law Enforcement IT Services for the City of Watertown is made as of _____, (the “Effective Date”) by and between the County of Jefferson, Wisconsin (hereafter “Jefferson”) and the City of Watertown, Wisconsin (hereafter “Watertown”), collectively, “Parties”, for the provision of law enforcement IT services.

WHEREAS, the Parties have need for IT services and a desire and need for their systems to properly integrate and work collaboratively; and,

WHEREAS, Jefferson intends to hire a full time IT Professional to address their needs and anticipate they will be available to address the needs of the Watertown Police Department, consistent with the understandings reflected herein; and,

WHEREAS, the Parties desire to enter into this Agreement to set forth their respective obligations, understandings, roles and responsibilities with regards to the roles and responsibilities of the IT Professional.

NOW, THEREFORE, in consideration for good and valuable consideration the sufficiency of which is hereby acknowledged the Parties hereto agree as follows:

1. Authority.

1.1. Statutory Authority. Wisconsin Statutes § 66.0313 provides that any Wisconsin law enforcement agency may assist a requesting Wisconsin law enforcement agency with their law enforcement efforts within the requesting agency's jurisdiction. Such mutual assistance may include, but is not limited to, the use of specialized equipment, facilities and trained personnel.

1.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party's governing body or code, to enter into this Agreement and to bind the Party validly and legally to all terms herein.

2. Term.

2.1. Term. The Term of this Agreement shall commence on the Effective Date, or the date of hire of the budgeted position, and continue until terminated by either party as set forth herein. Except as otherwise provided, this Agreement may only be terminated at the end of the calendar year (December 31st) with written notice to the other party by no later than September 30.

3. Cost.

3.1 Annual Cost. Watertown shall pay Jefferson for the use of the IT Professional an annual amount up to \$34,500 (thirty-four thousand five hundred dollars) prorated to the portion of the year the IT Professional is employed by Jefferson, payable by no later than December 31st each year.

4. Services Provided to Watertown by IT Professional.

4.1. Job Description. The IT Professional will fulfill all obligations and job expectations contained in the Job Description for IT Professional. A copy of which is attached hereto and incorporated by reference as Exhibit A.

4.2. Hours Worked. The IT Professional will split their time between fulfilling their role at Jefferson and Watertown with the expectation that 70% (seventy percent) of their time will be in Jefferson and 30% (thirty percent) of their time will be in Watertown. The Parties understand that this ratio may not be exact every week throughout the year, but that it will be reflected in the total hours actually worked throughout the year and an approximate of the time worked in each month.

4.3. Reporting Structure. While the IT Professional is fulfilling their role at Watertown they will report to the Watertown Chief of Police or his designee. Watertown shall be responsible for supervision of the IT Professional while he or she is fulfilling their role at Watertown.

5. Hiring/Discipline/Vacancy.

5.1. Hiring. Jefferson shall permit Watertown to participate in the interviewing and hiring of any candidate to fulfill the IT Professional position. All employment decisions shall be made by Jefferson, after consultation with Watertown.

5.2. Discipline. Jefferson shall be responsible for addressing any disciplinary actions that are necessary regarding the IT Professional. Should any issues arise requiring discipline while the IT Professional is performing actions at Watertown, Watertown shall notify Jefferson of the situation and Jefferson shall address the issue with the IT Professional within 10 (ten) business days.

5.3. Vacancy. Should the role of IT Professional become vacant for any reason, Watertown's Cost will be reduced for the period of time that the position is vacant. Jefferson will exercise reasonable diligence in filling the role with a qualified candidate.

6. Independent Contractor.

6.1. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership,

corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Jefferson will perform under this Agreement as an independent contractor to Watertown and not as a representative, employee, agent, or partner of Watertown. Nothing in the paragraph shall be construed to invalidate a Business Associate Agreement executed between Watertown and Jefferson.

6.2. Jefferson Personnel Remain Employees of Jefferson. Except to the extent covered by reimbursement by Watertown's compensation for Jefferson's IT Professional specifically set forth in this Agreement, Jefferson acknowledges and affirms that Jefferson remains fully responsible for any and all obligations as the employer of the IT Professional, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. The IT Professional remains an employee of Jefferson and shall be subject to the Personnel Policy of Jefferson. If the IT Professional is terminated due to the City terminating this agreement for a reason other than disciplinary issue with the IT Professional, the cost of unemployment benefits shall be split between the parties with Watertown paying 30% of the costs and Jefferson paying 70% of the costs. In all other cases Jefferson shall be responsible for appropriate unemployment benefits for the individual.

6.3. Discipline / Probable Cause Matters. Watertown shall refer disciplinary matters involving the IT Professional to Jefferson who shall have final authority to impose discipline in accordance with Jefferson's Personnel Policy. Based on the judgment of Watertown, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to the Watertown Police Department or an external law enforcement agency, as appropriate, for investigation with appropriate notice to Jefferson.

7. Liability.

7.1. Limited Indemnification. Any actions or duties taken, performed or omitted by the IT Professional on behalf of or with respect to a particular party shall not create liability for the other party to any third parties. In the event a party is made a defendant in a lawsuit (hereinafter "Defendant Party") as a result of actions or duties taken, performed or omitted by the IT Professional while acting on behalf of a particular party (hereinafter "Indemnifying Party"), the Indemnifying Party shall indemnify, defend, and hold harmless the Defendant Party against and from any liability, claim, cost, or expenses resulting from actions or duties taken, performed or omitted by the IT Professional acting on behalf the Indemnifying Party.

7.2 Liability to IT Professional. All claims made by the IT Professional with respect to his/her employment which are based on the actions, decisions or policies implemented by one party, including but not limited to claims for discrimination, harassment, etc., shall not result in liability for the other party. Each party hereby agrees to indemnify, defend, and hold harmless the other party from and against all such claims.

7.3. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

7.4 All provisions set forth in Section 7 shall survive the termination or expiration of this Agreement.

8. Records.

8.1. Parties to Comply. The Parties shall comply with all applicable local, state, and federal laws and requirements pertaining to maintenance and disclosure of personal information (name, age, phone number, address, social security number, etc.) belonging to members of the public and criminal justice records.

8.2. Security Information. Jefferson shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Jefferson has custody of a record provided by Watertown which contains details of security arrangements or investigations, Jefferson shall, as soon as practical and without delay, notify Watertown of any request to disclose such record and shall follow the requirements of Section 8.5., below, prior to disclosure. For purposes of this paragraph, the term “record” shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

8.3. Protected Health Care Information. The Parties will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

8.4. Wisconsin Public Records Law. Both Parties understand that Watertown is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Sec. 19.21 *et. seq.* Jefferson acknowledges that it is obligated to assist Watertown in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Jefferson under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this

Agreement. Nothing in this Section 8.4 should be construed as prohibiting the Parties from retaining records for longer than Wis. Stat. Sec 19.21 requires.

8.5. Notice of Request for Disclosure. Jefferson will provide notice to Watertown of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least 10 (ten) business days before such information is disclosed and shall confer with Watertown before deciding whether the Wisconsin Public Records Law requires Jefferson to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 8, and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

9. Early Termination.

9.1. Early Termination. In the event Jefferson is unable to fulfill its obligations under this Agreement due to the inability to maintain sufficient staffing, Jefferson may terminate this Agreement upon sixty (60) days written notice. Upon such termination, Watertown's obligation shall be prorated to account for the portion of the year Jefferson maintained sufficient staffing.

9.2. Parties Contract in Good Faith. The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

9.3. Consequential Damages. Neither Party shall be entitled to recover any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

10. Governing Law. This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Jefferson County for matters arising under state law and in federal district court in the Western District of Wisconsin for matters arising under federal jurisdiction.

11. Notices. All notices required under this Agreement shall be provided to:

<u>To City of Watertown:</u>	Watertown Police Department
	c/o <u>Chief David Brower</u>
	106 Jones Street
	Watertown, WI 53094
	<u>rkaminski@watertownwi.gov</u>

With courtesy copy which shall not constitute notice to:

City Attorney Steven T. Chesebro
106 Jones Street
Watertown, WI 53094
schesebro@watertownwi.gov

To County of Jefferson: Benjamin Wehmeier
County Administrator
311 S. Center Avenue, C2033
Jefferson, WI 53549

With courtesy copy which shall not constitute notice to:

Danielle Thompson
Corporation Counsel
311 S. Center Avenue, C2020
Jefferson, WI 53549

12. Additional Provisions.

12.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

12.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

12.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

12.4. No Third-Party Beneficiary. No provision in this Agreement is intended to create or shall create any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

12.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms and provisions in this Agreement.

12.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this

Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

12.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

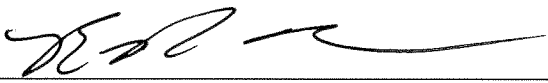
12.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

12.9. Nondiscrimination. It is Watertown's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to the City of Watertown Employee Handbook of Policies and Procedures. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

The Parties have executed this Agreement as on the dates set forth below.

COUNTY OF JEFFERSON

BY: 
Benjamin Wehmeier, County Administrator

Dated this 13 day of May, 2024

Approved as to Form and Execution:


Office of Corporation Counsel

Dated this 13th day of May, 2024

CITY OF WATERTOWN

BY: _____
Emily McFarland, Mayor

Dated this _____ day of _____, 2024

Approved as to Form and Execution:

Steven T. Chesebro, City Attorney

Dated this _____ day of _____, 2024