

POLICE COOPERATION INTERGOVERNMENTAL AGREEMENT

Agreement entered into between the Village of Clinton ("Clinton") the City of Edgerton ("Edgerton"), City of Evansville ("Evansville"), the City of Milton ("Milton"), and the Beloit Township ("Town of Beloit"), herein after referred to collectively as ("Member Communities") all being Wisconsin municipal corporations.

WHEREAS, Section 66.0301, Wis. Stats., allows the Member Communities to enter into Intergovernmental Agreements between themselves individually and collectively; and

WHEREAS, the parties to this Agreement seek to act for their common benefit and for the health, safety and welfare of the residents and property owners of their individual communities; and

WHEREAS, the parties deem it to be in their mutual best interests and set forth the general terms and conditions necessary to implement a cooperative sharing of resources by permitting law enforcement personnel to participate in joint training in several areas which will be of benefit both to the individual community and in cases of mutual aid; and

WHEREAS, the City Councils/Town Board/Village Board of Clinton, Edgerton, Evansville, Milton, and Town of Beloit have reviewed and approved this Intergovernmental Agreement for the cooperation of Law enforcement; and

NOW, THEREFORE, for and in consideration of the foregoing preambles and recitals and further consideration of the benefits, covenants and agreements set forth herein, the parties agree as follows:

1. Purpose - The purpose of this Agreement is to permit the sharing of training resources and allow officers to participate in joint training between the Member Communities for the purposes of training.
2. Term and Renewal
 - a. Term - The term of this Agreement shall commence effective as of the date of execution by all parties, all following the adoption of the appropriate resolutions by all City/Town/Village Councils/Boards authorizing its execution and shall remain in effect for three (3 years) from the date the last party executes the agreement.

b. Renewal - This Agreement shall be renewed for a three-year term, unless, at least 180 days prior to the end of the term or any renewal term, any one of the participating parties gives written notice to the other Member Agencies of a determination not to further seek renew this agreement.

3. Definitions:

a. "Chiefs of Police - Means the Chiefs of Police of the Village of Clinton, City of Edgerton, City of Evansville, City of Milton, and Town of Beloit.

b. "Training" - Means inservice training provided by law enforcement instructors in areas, including but not limited to, firearms, EVOC, CPR, DAAT, Taser recertification, legal updates, Tactical Response SFST and drug investigations.

c. "Law Enforcement Personnel" - Means all personnel of the respective departments including but not limited to sworn officers and all administrative support staff

d. "Member Communities" - Means the five municipal corporations of the Village of Clinton, the City of Edgerton, the City of Evansville, the City of Milton, and the Town of Beloit.

4. The parties agree that implementation of this Agreement must be flexible to achieve maximum efficiency when permitting officers to participate in joint training. However, with that in mind, the following procedures shall be adhered to as reasonably possible:

a. It is agreed that each Member Community shall be individually responsible for any and all disability payments and worker's compensation claims that their personnel may incur, and for any damage to equipment and clothing, or other expenses, including medical expenses, which arise out of any training activity which occurs under this Agreement. Such costs will be paid and provided in accordance with applicable assisting Member policies and collective bargaining agreements. Each Member Community agrees to indemnify and hold other Member Communities harmless for any claims which may arise under this Agreement except to the extent that such claims are caused by the intentional acts of a Member Community's Law Enforcement Personnel.

- b. It is agreed that each individual Member Community shall be responsible for the respective wages, benefits, and other compensation of their Law Enforcement Personnel engaged in training under this Agreement in accordance with bargaining agreements and contracts. The Parties agree and understand that this Agreement does not, and is not intended to, create an employment relationship between the Member Communities or their personnel.
- c. It is agreed that Member Agencies will share equipment, facilities, and personnel for the purposes of conducting training.
- d. All performance and disciplinary matters will be evaluated, issued and processed according to the policies, rules, procedures and collective bargaining agreement applicable to the individual Member Community where the law enforcement personnel is regularly employed and by the Police and Fire Commission where the law enforcement personnel is regularly employed.

5.Limitation of Agreement - Nothing in this Agreement is intended to modify the obligations under existing mutual aid agreements.

6.Adoption of Agreement - Each Party to this Agreement shall pass a resolution directing the Mayor, Town Chairperson, or Village Board President to enter into this intergovernmental agreement.

Dated this ____ day of _____, 2016.

Village of Clinton

City of Edgerton

By: _____

By: _____

Village Board President

Mayor

By: _____

By: _____

Village Administrator

City Administrator

By: _____

By: _____

Police Chief

Police Chief

City of Evansville

By: _____

Mayor

By: _____

City Administrator

By: _____

Police Chief

City of Milton

By: _____

Mayor

By: _____

City Administrator

By: _____

Police Chief

Town of Beloit

By: _____

Town Chairperson

By: _____

Town Administrator

By: _____

Police Chief