

DRAFT 7/12/22
Law Enforcement Agreement
Between Town of La Pointe and Ashland County

WHEREAS, the County of Ashland (“the County”) and the Town of La Pointe (“the Town”) have cooperated with each other for years in addressing law enforcement needs on Madeline Island; and

WHEREAS, due to the geographic location of Madeline Island, the parties have found it mutually beneficial for the County to rebate money to the Town for the Town to use to help defray law enforcement costs; and

WHEREAS, the parties believe such a cost-sharing arrangement continues to be mutually beneficial;

NOW, THEREFORE, in exchange for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree:

1. To establish a lump sum, paid quarterly in equal amounts by the County to the Town, to help offset the costs of the Town providing primary law enforcement services in the Town for the years 2023-2027. This lump sum factors in a portion of the Town’s costs for personnel, equipment, training, and vehicle maintenance. During the term of this agreement, the County shall provide a yearly sum of \$150,000 to the Town.
2. To establish a yearly sum that is to be designated by the Town for a new squad car to be purchased every 4 years (next squad purchase to be in 2023).
 - a. The lump sum will be determined by the estimated cost of purchasing a new squad based on current rates and will be adjusted for inflation in the fourth year. Half the cost of this new squad will be paid for by the County; half will be paid for by the Town. For 2023-2025, the County’s amount will be \$6,000.
 - b. Squad will be titled by the Town.
 - c. The Town may do as the Town sees fit when it takes a squad out of service.
3. The Town will use all law enforcement funds paid to it by the County under the terms of this agreement for the purposes for which such funds are intended.
4. The County’s financial contribution to the Town is intended only to help defray law enforcement expenses in the Town of La Pointe, Ashland County, Wisconsin. The Town Police Department and all of its officers, employees, agents and representatives shall remain under the direction and control of the Town.

This agreement does not relieve the County of its statutory law enforcement responsibilities, but does not constitute and shall not be construed as constituting a joint venture or any other arrangement by which:

- a. The County assumes any liability, responsibility, or obligation of any nature or kind to any person or entity for any injury, death, loss, damage, or expense associated with, relating to, or arising from, any act, omission, occurrence, happening, or circumstance involving any officer, employee, agent, or representative of the Town.
 - b. The Town assumes any liability, responsibility, or obligation of any nature or kind to any person or entity for any injury, death, loss, damage, or expense associated with, relating to, or arising from, any act, omission, occurrence, happening or circumstances involving an officer, employee, agent, or representative of the County.
5. This agreement supersedes and replaces any prior discussion, negotiation, or agreement between the undersigned relating to the subjects of this agreement. This agreement shall not be amended or modified except in writing, signed by authorized representatives of both the Town and County.
6. This agreement shall remain in full force and effect until it is terminated by affirmative action of one or both of the undersigned. Either of the undersigned is free to terminate this agreement at any time for any reason, effective the end of the calendar year, upon at least 120 days' written notice sent to the other party by certified mail or personal service.

Town of La Pointe

Ashland County

Glenn Carlson, Chairman

Richard Pufall, County Board Chair

Date

Date

Attest, Micaela Montagne, Town Clerk

Attest, Heather Schutte, Ashland County Clerk