

# INTERGOVERNMENTAL AGREEMENT

Between

## VILLAGE OF DEFOREST TOWN OF WINDSOR

**THIS AGREEMENT** is entered into by and between the Town of Windsor, Dane County, Wisconsin, a body corporate and politic existing and operating pursuant to Chapter 60 of the Wisconsin Statutes ("Windsor"), and the Village of DeForest, Dane County, Wisconsin, a Wisconsin municipal corporation ("DeForest").

**WHEREAS**, the Village of DeForest exercises extraterritorial land division review over areas of Windsor within ~~1.5~~<sup>1.5</sup> miles of the DeForest boundary; and

**WHEREAS**, §13.13(4) of the DeForest subdivision ordinances limits residential development density in areas not provided with urban levels of law enforcement protection; and

**WHEREAS**, DeForest has agreed to accept the level of service proposed by Windsor as sufficient to satisfy the needs of the area; and

**WHEREAS**, §13.13 of the DeForest Municipal Code allows for modification of the development restrictions contained therein by the terms of an intergovernmental agreement;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the authority granted in Wis. Stats. §66.0301, the parties agree as follows:

1. **Definitions.** As used in this Agreement:

- a) "Full-time equivalent," "full-time equivalency" or "FTE" shall mean a full-time employment position as defined by the collective bargaining agreement or adopted policies of the employer applicable to the affected employee.
- b) "Law enforcement officer" shall be defined as provided in §165.85(2)(c), Wis. Stats.
- c) "Municipality" or "Municipalities" shall mean DeForest or Windsor or both, as the context requires.
- d) "Officer" shall mean a law enforcement officer.

2. **Law Enforcement Service Levels - Windsor.** Windsor intends to provide and maintain law enforcement services within the boundaries of Windsor in accordance with the approved Windsor Law Enforcement Methodology dated November 19, 2009, attached hereto as Exhibit A. Windsor further intends to provide and maintain not less than the following number of full-time equivalency law enforcement officers providing service within the boundaries of Windsor at or before the time the population of Windsor reaches the stated numbers:

<u>Windsor Population</u>	<u>Minimum FTE Officers</u>
6,000	3
8,000	4
10,000	5

3. **Law Enforcement Service Levels - DeForest.** DeForest intends to provide and maintain law enforcement services within the boundaries of DeForest at levels recommended by the law enforcement staffing methodology utilized by DeForest on the date of this Agreement.
4. **Qualifying Law Enforcement Services.** The following provisions shall apply to determine the level of law enforcement services being provided by Windsor or DeForest during the term of this Agreement.
  - a) **Local service.** Law enforcement officers shall be deemed to be provided by Windsor or DeForest only if they are employed by the respective municipality or they are serving under a contract to which the municipality is a party with another law enforcement agency for primary service to that municipality, and are actively deployed to provide law enforcement services. Primary service to a municipality shall include any of the following:
    - i) Law enforcement services provided during a scheduled shift within the boundaries of a municipality, provided that the municipality is obligated to pay for the services at that time. Obligations of property owners to pay county or other taxes shall not be deemed obligations of the municipality.
    - ii) Services provided outside of the municipal boundaries if they otherwise meet the criteria of subpar. (i) and involve one or more of the following:
      - (1) The investigation of a violation of a statute or ordinance committed within the employing municipality.
      - (2) The pursuit or apprehension of a person suspected of violating a statute or ordinance within the employing municipality.
      - (3) Assistance provided to another law enforcement agency pursuant to a customary mutual aid request.
5. **Comprehensive Plan Amendments.** Each party shall, not later than March 31, 2010, adopt an amendment to its respective comprehensive plan under §66.1001 to incorporate the law enforcement standards adopted by that municipality. The standards approved by each municipality from time to time shall be included in all future comprehensive plans, and amendments thereto, adopted by either party during the term of this Agreement.
6. **Contract Review.** With the consent of the County of Dane and the Dane County Sheriff, Windsor shall amend its law enforcement services contract with Dane County and the Dane County Sheriff to include a provision requiring joint annual review by the parties thereto which shall include an evaluation of Windsor's law enforcement needs for the ensuing three-year period. Such provision shall be included in all contracts by which Windsor provides law enforcement services. A copy of the contract, and all amendments thereto, shall be provided to DeForest promptly upon execution.
7. **Notification of Adopted Standards.** Annually, on or before April 30 of each year, each municipality shall provide the other with an adopted resolution of its governing body setting forth the number of full-time equivalency law enforcement officers it intends to employ for the 12-month period beginning May 1 of that year.

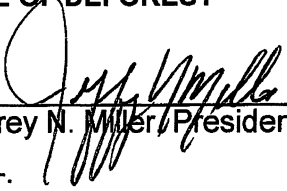
8. **Development Standards.** Windsor will submit a proposed initial contract amendment to the existing law enforcement services contract incorporating the pertinent requirements of this Agreement to the County of Dane and the Dane County Sheriff. When the proposed contract amendment is approved and executed by all parties and received from Dane County, Windsor will provide DeForest with a copy. Upon receipt by DeForest of the executed initial contract amendment meeting the requirements of sec. 6, the provisions of §13.13(4) of the DeForest Municipal Code shall not apply to subdivision developments in Windsor. Nothing in this Agreement shall be construed as an agreement to approve any application for a land use approval, nor as a waiver of any provision contained in an applicable statute, ordinance, official map or comprehensive plan other than §13.13(4) of the DeForest Municipal Code.


9. **General Provisions.**

- a) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to modification of the requirements of §13.13(4) of the DeForest Municipal Code and the provision of law enforcement services by either party, and this Agreement supersedes any and all oral representations and negotiations between the municipalities.
- b) **Other Agreements.** Except as expressly provided herein, nothing in this Agreement is intended to modify or affect any other agreements between the parties and such agreements shall continue in effect according to their terms.
- c) **Amendment.** This Agreement shall not be amended except in writing and with the approval of the governing bodies of both parties.
- d) **Term.** This Agreement shall be effective for a period of ten (10) years from the effective date as provided herein.
- e) **Severability.** The various terms and provisions of this Agreement are interdependent and are not intended to be severable. If any term or provision of this Agreement shall be deemed invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall be similarly deemed unenforceable.
- f) **Third-Party Beneficiaries.** This Agreement is intended to benefit the Village of DeForest and the Town of Windsor only. No third party, including any individual resident or owner of any property within the boundaries of either of the parties, shall have any right to enforce this Agreement or claim any right hereunder.
- g) **Neutral Construction.** The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof.
- h) **Effective Date.** This Agreement shall be effective upon execution by all parties.

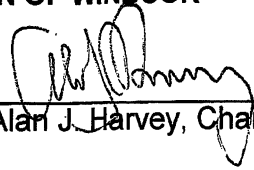
[Signature blocks appear on the following page]

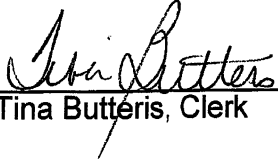
VILLAGE OF DEFOREST

By:  12.8.09  
Jeffrey N. Miller, President (date)

ATTEST:  
 12.8.09  
LuAnn Leggett, Clerk (date)

TOWN OF WINDSOR

By:   
Alan J. Harvey, Chairperson (date)

ATTEST:  
 12.17.09  
Tina Butteris, Clerk (date)