

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
JUNEAU COUNTY SHERIFF'S OFFICE, COUNTY OF JUNEAU
AND THE VILLAGES OF CAMP DOUGLAS AND
HUSTLER**

THIS AGREEMENT, between Sheriff Brent H. Oleson, Juneau County Sheriff's Office, herein after referred to as "SHERIFF," the County of Juneau, herein after referred to as "COUNTY," and the Villages of Camp Douglas and Hustler, herein after referred to as "VILLAGES," unless otherwise specified.

WHEREAS, COUNTY finances the Sheriff's Office; and

WHEREAS, SHERIFF, as duly elected and qualified, manages all operations of the Sheriff's Office, which provides county-wide police services to all Towns, Cities and Villages, inclusive of patrols; criminal investigations; a safe and secure jail; service to the Circuit Courts; and other duties as required by the Constitution and law; and

WHEREAS, the VILLAGES desire to purchase additional law enforcement services over and above those currently being provided by SHERIFF, which services the VILLAGES are willing to pay for; and

WHEREAS, SHERIFF is willing to assign extra certified law enforcement officers to work in the VILLAGES.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the above-named parties do agree as follows:

1. Commencement: This Agreement shall commence January __, 2012

2. Services Provided:

(a) SHERIFF will assign to the VILLAGES a qualified deputy sheriff selected from amongst the deputy sheriffs by the joint choice of the VILLAGES and the SHERIFF, as well as providing all necessary equipment to provide the VILLAGES with thirty, (30), hours of law enforcement services weekly, of which twenty-four hours, (24), hours per week will be designated to the VILLAGE of CAMP DOUGLAS and six, (6), hours per week will be designated to the VILLAGE of HUSTLER. One designated deputy will be the primary provider of these services. If services required from the deputy by either VILLAGE necessitate the deputy work to over-time, said VILLAGE necessitating over-time shall be responsible for said over-time costs, unless the over-time was a result of poor scheduling or the result of SHERIFF shifting priorities from the VILLAGE. All reasonable efforts will be made by both parties to avoid over-time.

(b) If either VILLAGE requests the services of additional deputy sheriffs on a part-time basis over and above the amount specified in this agreement, the SHERIFF will provide those additional deputies as his manpower allows, at the SHERIFF's discretion.

(c) When the assigned deputy is unavailable, a replacement deputy shall be treated as though such hours of service were provided directly by the assigned deputy.

(d) This contracting for additional services shall not result in a reduction of policing services provided by the SHERIFF under the pre-existing system.

3. Cost: VILLAGES shall pay COUNTY \$38.17 per hour (see attached Appendix A), plus vehicle costs of current IRS rate per mile, for time and mileage actually on the job and not for time or miles in transit, and over-time at time and a half, as set forth herein. COUNTY will invoice VILLAGES monthly, each invoice covering 2 consecutive COUNTY pay periods. Payment to COUNTY is due thirty, (30), days after date of invoice. Invoices shall specify the name of the person providing services, together with the hours of service to the nearest half hour. In addition to above hourly rate, if deputy requires additional services for which it is customary that a fee is charged, such amount will be billed to the VILLAGE.

4. Sheriff Supervision: SHERIFF shall have supervisory control over the personnel providing services under this Agreement. While the parties will mutually agree to the scheduling providing these services, SHERIFF shall retain the final authority to make decisions relating to law enforcement practices.

5. Services Covered: The designated deputy shall provide patrol functions within Villages including criminal investigations, traffic enforcement, crime deterrence by presence on patrol and other law enforcement duties as requested and outlined by SHERIFF and respective VILLAGE for which services are being provided. Designated deputy will issue written citations for violations of respective VILLAGE's ordinances when they apply with the respective VILLAGE receiving the fine amounts. Designated deputy will spend sufficient time in the Villages, (including the businesses), to get to be known by the operators and residents. Deputy will attend monthly Village Board meetings when able. SHERIFF and deputy will make every effort to respond to VILLAGES' law enforcement priorities. VILLAGES will designate a liaison to share information with SHERIFF relative to performance of assigned duties and special assignments. The liaison will deal directly with SHERIFF or his designee.

6. Equipment Provided: A vehicle including equipment, portable radio, automatic defibrillator and all other equipment made available to other deputies will be furnished by COUNTY with equipment comparable and compatible to Sheriff's Office vehicles. The vehicle will be labeled to identify itself as "Village Community Deputy," or similar name agreed upon.

7. Scheduling: Subject to available funding and unforeseen circumstances, it is anticipated that the deputy will work a maximum of 8 hours per day. Designated deputy will provide services to both VILLAGES during assigned shift, splitting time worked at the rate of eighty, (80), percent to the VILLAGE of CAMP DOUGLAS and twenty, (20) percent to the VILLAGE of HUSTLER. Designated deputy will document hours worked in each respective Village and provide written document to VILLAGES monthly. Additionally designated deputy will provide VILLAGES with monthly report of all of deputy's activities within the respective VILLAGES. The scheduling will be six, (6), days on and three, (3) days off. Thus, he/she will not be available each fourth, (4th) weekend. SHERIFF's designee and VILLAGES' liaison will meet at least twice per month initially and as needed thereafter. At such meetings, the future schedule will be set so scheduling will all be done at least two weeks in advance. While deputy is not an employee of VILLAGES, and SHERIFF maintains control over his duties and methods, VILLAGES are allowed an equal voice in the selection process and in scheduling.

8. Office: VILLAGE shall provide an office for deputy's use in one of the Village Halls including access to telephone, fax, photocopy machine, and basic office supplies.

9. Replacement: Within five (5), days of VILLAGES's written notice to SHERIFF objecting to the continued assignment of a specific deputy, SHERIFF will begin the process of replacing assigned deputy with another certified deputy. It is contemplated the assignment of replacement deputy will be accomplished within 30 days of the date of notice.

10. County Employees: All deputy sheriffs referred to in this Agreement shall be considered as employees of the COUNTY and not as employees or agents of the VILLAGES. The COUNTY shall also be considered the employer of any deputy sheriffs referred to herein for workers compensation purposes. Deputies referred to in this Agreement include any replacement or substitute deputy sheriff fulfilling this thirty, (30) hour per week contract.

11. Indemnification: As between VILLAGE and COUNTY, each party shall be responsible for its own acts and shall defend, hold harmless and indemnify the other party from and against any claim brought against the other party founded in or growing out of the negligence or illegal conduct of the responsible party. As used in this paragraph, "party" includes officers, agents and employees of the party, including SHERIFF as an officer of COUNTY.

12. Enforcement and Fines: SHERIFF's assigned deputies will enforce all local ordinances for which respective VILLAGE empowers him/her and will issue citations using forms supplied by VILLAGES. SHERIFF's assigned deputy will, through the use of regular county court officers or such other devices at SHERIFF's discretion, avoid attendance at Court appearances on municipal citations except when necessary. VILLAGES's attorney will handle prosecution of the ordinance violations in Court proceedings and the fines and forfeitures for those ordinance violations shall be retained by VILLAGES. Contrariwise, violations of State law shall be prosecuted by County

District Attorney and the fines and forfeitures for such State charges will be turned over to State.

13. Renew or Terminate: This Agreement shall stand automatically renewed for successive single calendar year terms, under the same conditions and provisions as set forth herein, except that either party may terminate this Agreement on thirty, (30), days advance notice.

14. Termination by Either Village: Termination or adjustment of provided services by either VILLAGE shall not affect directly or indirectly the services provided by the SHERIFF to the other VILLAGE.

15. Actual Cost: The costs charged to VILLAGES are SHERIFF's best estimate of the actual costs of the deputy, direct and indirect.

16. Non-assignment: Neither party shall assign any interest in this Agreement without the expressed written consent of the other parties which consent may be withheld at the sole discretion of the party.

17. No Third-Party Beneficiary: This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of any party.

18. Entire Agreement: The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by the parties affected.

IN WITNESS WHEREOF, the parties execute this Agreement on the date stated below:

BY THE SHERIFF:

Brent H. Oleson, Sheriff

Date: _____

FOR THE COUNTY:

Alan K. Peterson
Alan K. Peterson, Chairman

Date: 2-21-12

FOR THE VILLAGES:

Earl Ells, President

Date: _____

Carolyn Hoeth, Clerk/Treasurer

Date: _____

Dean Duescher, President

Date: _____

Joyce Duescher, Clerk

Date: _____

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION No. 12 – 09

DATE: February 21, 2012

INTRODUCED BY: Personnel & Insurance Committee

SYNOPSIS: Elimination of the Child Protective Services Lead Worker Position and Creation of a Children and Family Services Supervisor/Manager Position.

FISCAL NOTE: Savings of approximately \$11,000 annually

WHEREAS, the present management structure in the Department of Human Services has Professional Services Manager David L. Rung being responsible for Outpatient Mental Health, AODA, JCAN, Child Protective Services, and Juvenile Justice, which is uncommon because in most county departments of human services one manager would be responsible for only Outpatient Mental Health and AODA and a separate manager would oversee Child Protective Services, Juvenile Justice and JCAN; and

WHEREAS, given the complexity of and constant changes in those various programs, it is in the Department's and the Juneau County clients' best interests to have two managers overseeing those five programs, one of whom would be designated as the Professional Service Manager to attend to all management/supervisory tasks of Outpatient Mental Health and AODA and to be the primary daytime crisis contact and overseer of the 24 hour crisis program, said position supervising a total of six employees and overseeing the clerical staff which handles Access; and

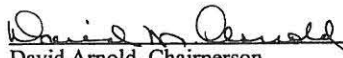
WHEREAS, the second position, to be designated Children and Family Supervisor/Manager would oversee the entire child protective services operation, Juvenile Justice, JCAN, Child Foster Care, and the Safe and Stable Families Program, said position supervising five employees and being responsible for child foster home licensing and recruitment for Juneau County; and

WHEREAS, the present Lead Worker in the Child Protective Unit, who will be retiring in March of 2012, is a grade 20, earning \$62,819.00 annually, under contract as a member of the Professional Employees Union, and the proposed Children and Family Supervisor/Manager position will be a nonunion Grade 20 position with a starting salary of \$51,199.00, the proposed change will result in a savings to the County of approximately \$11,000.00 annually;

NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does approve and authorize (1) elimination of the current Child Protective Services Lead Worker Position, (2) creation of a Children and Family Services Supervisor/Manager position, and (3) filling the new position on or after March 1, 2012, as a non-union Grade 20 position with a starting salary of \$51,199.00.


INTRODUCED AND RECOMMENDED FOR ADOPTION ON FEBRUARY 21, 2012.

PERSONNEL & INSURANCE COMMITTEE:

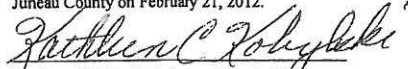

David Arnold, Chairperson

Michael Kelley


Joan Koscal


Edmund Wafle

Adopted by the County Board of Supervisors of
Juneau County on February 21, 2012.


Kathleen C. Kobylski, Juneau County Clerk

JUNEAU COUNTY

REPORT ON PERSONNEL/INSURANCE COMMITTEE REVIEW OF VACANT POSITIONS

The Personnel Committee is required by County ordinance to review every vacant position to determine whether the position needs to be filled. The position cannot be refilled unless the County Board adopts a motion authorizing the filling of the vacancy.

Position	Department	Class Grade		Reason for vacancy
Family Court Clerk	Clerk of Court	Grade 8 \$14.37	Full-time	Employee posted into new position
Secretary III	Register of Deeds	Grade 8 \$14.37	Full-time	Employee Retired

The Board will consider the Personnel/Insurance Committee's recommendation one position at a time.

On February 14, 2012 a motion by Wafle second Koscal to take above positions to County Board and to recommend filling said positions.

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION No. 12 – 10

DATE: February 21, 2012

INTRODUCED BY: Personnel & Insurance Committee

SYNOPSIS: Creation of an Additional Deputy Sheriff Position

FISCAL NOTE: None.

WHEREAS, the Villages of Camp Douglas and Hustler wish to contract with Juneau County and the Juneau County Sheriff's Office for one thousand five hundred sixty (1,560) hours annually of police services over and above what the County is currently providing, as appears more fully in the attachment to Resolution No. 12-08 adopted on today's date; and

WHEREAS, the Sheriff is willing to enter into said contract with Camp Douglas and Hustler and provide such services; and

WHEREAS, the Town of Germantown currently contracts with the Sheriff's Office for seven hundred (700) hours annually of police services over and above what the County is currently providing; and

WHEREAS, a new Deputy Sheriff position is in need of being created to accommodate those services, and the actual cost of the position will be assumed by the aforesaid Villages and Town and will not increase the County's tax levy;

NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does approve and authorize creation of an additional full-time Deputy Sheriff's position in the Sheriff's Office, provided that, in the event that said contracts with the Township or those Villages are terminated, then said position shall be reduced or dissolved entirely as determined to be appropriate at the time by the Personnel & Insurance Committee.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON FEBRUARY 21, 2012.

PERSONNEL & INSURANCE COMMITTEE:

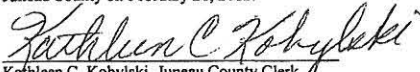

David Arnold, Chairperson

Michael Kelley


Joan Koscal


Edmund Wafle

Adopted by the County Board of Supervisors of
Juneau County on February 21, 2012.


Kathleen C. Kobylski, Juneau County Clerk

**Emergency Fire Wardens
Juneau County
2012**

<u>Town of Armenia</u> Robert L. Bernard	W5651 Highlife Drive, Necedah, WI 54646
<u>Towns of Armenia & Finley</u> Kim Abfall	W5282 CTH "G", Necedah, WI 54646
<u>Towns of Cutler</u> Barb & Terry Davison	N11770 Hwy "H", P. O. Box 136-3, Camp Douglas, WI 54618
<u>Towns of Cutler & Necedah</u> Richard Sturek	W8507 22 nd Street, Necedah, WI 54646
<u>Towns of Cutler & Orange</u> Robert Hayward	N10094 2nd Avenue, Camp Douglas, WI 54618
<u>Town of Finley</u> Ray Weiss	N15981 8th Avenue, Necedah, WI 54646
<u>Towns of Germantown, Lisbon & Clearfield</u> Ronald Pocevicz	N7010 Hwy. 58, New Lisbon, WI 53950
<u>Town of Kingston</u> Dave and Mary Jean Weber	Mather, WI 54641
<u>Towns of Lyndon, Marion & Kildare</u> Tom Miller	166 Wisconsin St., Lyndon Station, WI 53944
<u>Towns of Marion & Kildare</u> Jesse Szwab	4206 North 26th Avenue, Mauston, WI 53948
<u>Towns of Marion, Germantown & Lisbon</u> Kathleen Kobylski	Courthouse, 220 E. State Street, Mauston, WI 53948
<u>Town of Necedah</u> Denis Nowicki Mike Moore Glen Jacobson	N10683 17th Avenue, Necedah, WI 54646 W5150 26th Street, Necedah, WI 54646 303 W. 9th Street, Necedah, WI 54646
<u>Towns of Necedah & Clearfield</u> Norman Parker	W7949 23rd Street, Necedah, WI 54646
<u>Towns of Necedah & Germantown</u> James Collis	N8414 Hwy "G", Necedah, WI - 54646
<u>Town of Orange</u> Marion Christensen	N8574 River Road, Camp Douglas, WI 54618
<u>Towns of Clearfield & Lisbon</u> Matthew Berning	903 South Adam Street, New Lisbon, WI 53950

**Emergency Fire Wardens
Juneau County
2012**

BY: Steven D. Courtney
Steven D. Courtney, Area Forestry Leader

Date: 1/6/12

BY: Alan H. Peterson
Chairperson, Juneau County Board

Date: 2-21-12