

**JULY SESSION
KEWAUNEE ADMINISTRATION CENTER
JULY 22, 2014**

The meeting of the Kewaunee County Board of Supervisors was called to order by the Kewaunee County Chairman, Ron Heuer, on July 22, 2014 at 6:02 PM.

The Pledge of Allegiance was recited, followed by prayer.

Roll Call: Supervisors Benes, Cravillion, Garfinkel, Haske, Heidmann, Heuer, Jahnke, Kirchman, Luft, Mastalir, Paape, Pagel, Paider, Reckelberg, Romdenne, Shillin, Sinkula, Tebon, Wagner and Weidner (20) were present.

Supervisors Heidmann moved and Reckelberg seconded to approve the County Board agenda. Motion carried.

APPOINTMENT

Pursuant to the Aging and Disability Resource Center Services Agreement between Manitowoc County and Kewaunee County Article 2{b), I make the following appointment to the ADRC Board subject to County Board approval:

Consumer Representative - Developmental Disabilities
Term January 1, 2014 — December 31, 2016
Christine Vandermuss
1920 Mueller Street #8
Algoma, WI

Supervisors Haske moved and Shillin seconded for approval of the above appointment. Motion carried.

REPORT

Kewaunee County Administrator – Edward J. Dorner

Committee Reports:

Highway/Solid Waste Committee - Supervisor Kirchman
Personnel, Advisory & Legislative Committee – Supervisor Heuer
Health, Vets and Child Support Committee – Supervisor Shillin
University Extension & Zoning Committee - Supervisor Romdenne
Land & Water Conservation Committee – None
Law Enforcement & Emergency Management Committee – Supervisor Weidner
Finance & Public Property Committee - Supervisor Luft
Human Services Committee – Supervisor Sinkula
Promotion & Recreation Committee – Supervisor Heidmann
Bay-Lake Regional Planning – Supervisor Wagner
Revolving Loan Fund Committee – Supervisor Heuer

Communications:

Resolutions from other counties (9)

Citizens Input:

Jodi Parins – Spoke regarding the Land & Water Resolution and thanked the board for their hard work.
Sandy Winnemueller - Spoke regarding the Land & Water Resolution and thanked the board for their hard work.
Pat Schoenbeck - Spoke regarding the Land & Water Resolution and thanked the board for their hard work.

Consideration of Bills for July:

Supervisors Heidmann moved and Mastalir seconded for approval of the bills. Motion carried.

Board recessed at 7:19 p.m. until 7:38 p.m.

Consideration of Resolutions:

RESOLUTION NO. 10-7-14

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (DOOR, KEWAUNEE & SHAWANO COUNTIES)
FOR PROVISION OF COMPREHENSIVE COMMUNITY SERVICES ON A REGIONAL BASIS**

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, It is deemed appropriate to deliver certain Comprehensive Community Services on a regional basis; and

WHEREAS, Door County and Shawano County have indicated they are interested in and prepared to join with Kewaunee County to offer certain Comprehensive Community Services on a regional basis; and

WHEREAS, §66.0301, Wis. Stats. authorizes cooperation by and between counties for "...the joint exercise of any power or duty required or authorized by law...".

NOW THEREFORE, BE IT RESOLVED, By the Kewaunee County Board of Supervisors, duly assembled this 22nd day of July 2014, that the Regional Comprehensive Community Services Agreement is hereby approved.

BE IT FURTHER RESOLVED, That the Human Services Director is, subject to the general oversight of the Human Services Committee, authorized to execute and administer the Regional Comprehensive Community Services Agreement and implement and administer the provision of comprehensive community services on a regional basis.

Respectfully submitted,
Human Services Committee

HASKE, MASTALIR, SHILLIN, SINKULA, TEBON, WAGNER

FISCAL IMPACT STATEMENT:

Indeterminate. The 2013-2015 Biennial Budget does provide additional funding for CCS programming delivered on a regional basis. It is also anticipated collaboration will result in increased efficiencies and reduced costs.

Regional Comprehensive Community Services Agreement

This Regional Comprehensive Community Services Agreement (“Agreement”) is entered into by and among Door, Kewaunee, and Shawano (collectively “Counties”), all of whom are counties and political subdivisions of the State of Wisconsin organized and existing pursuant to the Wisconsin Constitution and Ch. 59, Wis. Stats. for purposes of forming a regional comprehensive community services (“CCS”) program consistent with §§49.45(30e)(b), 49.46(2)(b)6.Lm, & 51.42(7)(b) Wis. Stats. and Ch. DHS 36, Wis. Adm. Code.

WHEREAS, Wisconsin counties may enter into contracts with each other under the authority of §66.0301, Wis. Stats. for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law and each County may act under the contract to the extent of its lawful powers and duties; and

WHEREAS, The CCS program is a locally-administered program for persons with mental health and/or substance-use disorders that provides a flexible array of individualized, community-based, psycho-social rehabilitation services authorized by a mental health and/or substance abuse professional; and

WHEREAS, The Wisconsin 2013-2015 biennial budget (Act 20) allows DHS to provide additional funding for CCS programs when delivered in an approved regional service model; and

WHEREAS, Door, Kewaunee and Shawano, acting for their benefit and for the health, safety, and welfare of their citizens, deem it to be in their mutual interest to enter into an intergovernmental cooperation agreement to provide services to the residents of each of the Counties through a shared services model CCS program.

NOW, THEREFORE, in consideration of the promises set forth above, and the mutual agreements, covenants, promises and obligations set forth below, the sufficiency of which are hereby acknowledged, the Counties agree as follows:

1. *Purpose. The purpose of this Agreement is to best serve the recovery goals of CCS consumers across Door, Kewaunee and Shawano Counties through the creation of a shared services model CCS program.*
2. *Effective date, term and termination.*
 - (a) *The initial term of this Agreement is from August 1, 2014 until December 31, 2014.*
 - (b) *At the end of the initial term, this Agreement will automatically renew for successive one-year terms from January 1 to December 31.*
 - (c) *Any County may terminate its participation in this Agreement and terminate its obligations by providing all other participating Counties with written notice of its desire to terminate on or before June 1 of the year in which the County desires to terminate. Any termination will be effective December 31 of the year in which the notice of termination is provided. A County’s termination will not affect the duties and obligations of the Counties that do not terminate. Provisions of this Agreement intended as continuing obligations will survive termination.*
3. *County Responsibilities. Each County will apply for and maintain certification with the Wisconsin Department of Health Services (“DHS”) to operate a CCS program pursuant to §§ DHS 36.04 – 36.065, Wis. Adm. Code. Counties further agree to meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this Agreement. In addition, the Counties shall:*
 - (a) *Cooperate with each other in establishing reasonable procedures for the administration of this contract.*
 - (b) *Assist with developing quality assurance systems.*
 - (c) *Assist with assuring that DHS guidelines are being met.*
4. *CCS Coordination Committee [§ DHS 36.09, Wis. Adm. Code].*
 - (a) *Each County will (individually) create and appoint members to a CCS Coordination Committee that includes representatives from various county departments, including individuals who are responsible for mental health and substance abuse services, service providers, community mental health and substance abuse advocates, consumers, family members and interested citizens.*
 - (b) *An existing committee within the county may serve as the coordinating committee if it has the membership required and agrees to undertake the responsibilities required under § DHS 36.09, Wis. Adm. Code.*
 - (c) *At least one-third of the total membership of the coordination committee shall be consumers. No more than one-third of the total membership of the coordination committee may be county employees or providers of mental health or substance abuse services.*
5. *Duties of County CCS Coordination Committees.*
 - (a) *County CCS Coordination Committees will review and make recommendations regarding the initial and any revised CCS plan required under § DHS 36.07, Wis. Adm. Code, the CCS quality improvement plan, personnel policies, and other policies, practices, or information that the committee deems relevant to determining the quality of the CCS program and protection of consumer rights.*
 - (b) *County CCS Coordination Committees will maintain written minutes of meetings and a membership list, and meet at least quarterly.*
6. *Regional CCS Steering Committee.*

- (a) *The shared services region will have a Regional CCS Steering Committee. The chief executive officer of each county shall appoint the members of the Steering Committee. The Steering Committee shall consist of nine (9) members (See: (e) below). The members of the Steering Committee shall appoint a chairperson.*
- (b) *The Regional CCS Steering Committee shall do all of the following:*
- 1) *Study and make recommendations regarding the provision of comprehensive community services on a regional basis;*
 - 2) *Identify, evaluate, and make recommendations regarding any gaps in service across the region; and*
 - 3) *Dispute resolution (See: Par. 14 below);*
 - 4) *Review and (if and as needed) recommend changes to this Agreement at least annually.*
- (c) *The Regional CCS Steering Committee will maintain a membership list, hold regularly scheduled meetings at least semi-annually and may hold special meetings as it determines necessary, and maintain written minutes of meetings. Minutes will be maintained by Shawano County, who will also facilitate each committee meeting and maintain an active membership list.*
- (d) *Each County will designate a staff member to maintain a liaison between the Regional Steering Committee and County.*
- (e) *Each County shall appoint three members from its CCS Coordination Committee to serve on the Regional CCS Steering Committee. At least one of those three members from each county shall be a consumer, and no more than one member from each county shall be a county employee or provider of mental health or substance abuse services.*
7. *Additional Shared Responsibilities of the Counties. Counties agree, to the degree feasible and practicable, to:*
- (a) *Ensure uninterrupted services to participants that relocate to another county in the region.*
 - (b) *Develop, implement, and maintain a comprehensive community services plan and quality improvement plan per §§ DHS 36.07 & .08 Wis. Adm. Code.*
 - (c) *Ensure that staff members meet credential requirements, minimum qualifications, and are provided with supervision, and clinical collaboration as provided in § DHS 36.10 & .12, Wis. Adm. Code.*
 - (d) *Collaborate to provide initial and ongoing training to ensure that the CCS personnel employed in this region meet the orientation and training requirements set out in § DHS 36.12, Wis. Adm. Code. Door County will facilitate a contract with a vendor to provide facilitation and maintenance of training and training files for all CCS personnel. This contracted vendor will also be responsible for obtaining the required criminal background checks.*
 - (e) *Meet the consumer services requirements set out in §§ DHS 36.13 - .19 Wis. Adm. Code.*
 - (f) *Share clinical supervision and data collection. Door County will take the lead on creation of a shared data collection/evaluation process, utilizing The Clinical Manager (TCM).*
 - (g) *Collaborate to ensure continuity of program structure and service provision.*
 - (h) *Explore and propose additional avenues to achieve efficiencies through the shared provision of CCS programming.*
 - (i) *Hold monthly meetings between the clinical supervisors of each County to conduct chart audits and program reviews. Each County will host at least one onsite meeting per year with all three clinical supervisors present to conduct chart audits and program review.*
 - (j) *Administer this Agreement, including review and modification as needed. Kewaunee County agrees to facilitate this duty.*
 - (k) *Pursue the development and expansion of Certified Peer Specialists. Kewaunee County currently employs a Peer Specialist and agrees to lead the partner counties in this area.*
 - (l) *Whatever else that may reasonably be required to facilitate the effective and efficient provision of CCS on a regional basis.*
8. *Civil Rights Compliance. The Counties shall comply with all state and federal requirements related to civil rights compliance.*
9. *HIPAA Compliance. Each County agrees to comply with the federal regulations implementing the Health Insurance and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the County provides or purchases under this Agreement.*
10. *Indemnification.*
- (a) *Each County agrees to indemnify, defend, protect, save and hold the other Counties harmless from and against any claim, damage, loss, liability, injury, cost, and expense (including reasonable attorneys' fees and expenses) in connection with any loss or damage arising out of or resulting in any way from the acts or omissions to act, negligence, or willful misconduct of the County in connection with the exercise of its rights and obligations under the terms of this Agreement.*
 - (b) *Nothing in this Agreement will constitute or be considered a limitation upon or a waiver of the privileges, immunities, and limitations on damages afforded any County.*
11. *Notice.*
- (a) *Any notices required or permitted hereunder will be given in writing and will be delivered (a) in person, with proof of service (b) by certified mail, postage prepaid, return receipt requested, (c) by registered mail, postage prepaid, with evidence of safe delivery from the U.S. Postal Service or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices will be addressed as follows:*

- 1) *For Door County*
Joe Krebsbach, Director DHS
421 Nebraska St.
Sturgeon Bay, WI 54235
- 2) *For Kewaunee County*
Greg Thousand, Director DHS
810 Lincoln Street
Kewaunee, WI 54216
- 3) *For Shawano County*
Kelly Bueschel, Interim Director
504 Lakeland Rd.
Shawano, WI 54166

(b) Any County may, from time to time, specify in writing to the other Counties a different person or address for notice.

(c) Notices will be effective upon delivery.

12. The privileges and obligations under this Agreement may not be assigned without the prior written authorization of all Counties.

13. The Counties each agree to exercise good faith, make reasonable efforts, and take whatever cooperative action is necessary to fulfill the intent and purposes of this Agreement.

14. Dispute Resolution.

(a) In the event that any County or Counties to this Agreement claims that another County to this Agreement has not performed its obligations under the Agreement, the County or Counties claiming non-performance shall deliver written notice of the nonperformance, which shall include a description of the alleged nonperformance, to the nonperforming County. The County receiving the notice shall have a period of fifteen (15) days to cure any deficiency in performance.

(b) If a County fails to cure a deficiency within the time provided, the dispute shall be submitted to the Regional CCS Steering Committee, which shall attempt to settle the dispute through direct discussions. If any dispute between the Counties arising out of or relating to this Agreement cannot be settled through direct discussions, the Counties agree to first endeavor to settle the dispute by alternative dispute resolution (e.g. mediation or arbitration) before recourse to a court.

(c) If any dispute is not resolved by the means described above, the Counties may pursue any and all legal or equitable remedies provided by law.

15. This Agreement will be subject and subordinate to applicable federal or state laws, codes, regulations, ordinances, rules and orders.

16. If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect, unless a provision which is of the essence to this Agreement be determined void.

17. Failure of a County to insist on strict performance of any of the provisions of this Agreement, or failure to exercise any of a County's rights hereunder, will not waive such rights.

18. Each County has participated in negotiating and drafting this Agreement. If an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Counties had drafted it jointly, as opposed to being construed against a County because it was responsible for drafting one or more provisions of this Agreement.

19. This Agreement constitutes the entire Agreement and understanding of the Counties and supersedes all offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by all Counties.

20. The signatories to this Agreement warrant that they have the full authority to enter into this Agreement and make it binding on the Counties to the Agreement without further action or approval.

21. This Agreement will be binding upon and will inure to the benefit of the Counties hereto and their respective legal representatives, and permitted successors and assigns.

22. Each of the Counties acknowledges having read and represents an understanding of the provisions of this Agreement.

For Door County:

Accepted and agreed this _____ day of _____ 2014.

Daniel Austad, Supervisor, District 8
Door County Board Chair

Maureen Murphy
Door County Administrator

For Kewaunee County:

Accepted and agreed this _____ day of _____ 2014.

Ron Heuer
Kewaunee County Board Chair

Edward J. Dorner
Kewaunee County Administrator

For Shawano County:

Accepted and agreed this _____ day of _____ 2014.

Gerald Erdmann
Shawano County Board Chair

Rosemary Rueckert
Shawano County Clerk

Supervisors Shillin moved and Mastalir seconded for adoption. Roll call vote: 20 ayes, 0 nays. Motion carried.

RESOLUTION NO. 11-7-14

A RESOLUTION APPROVING TRANSFER OF NON-BUDGETED FUNDS

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, in accordance with Section 65.90(5)(a), Wis. Stats., the amounts of the various appropriations and the purposes for such appropriations stated in a budget may not be changed unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors; and

WHEREAS, the Highway Commissioner and the Highway and Solid Waste Committee recommend the transfer of the balance of the County's "DK" Fund (approximately \$1,422,936.51) to the Roads and Bridges Fund and authorization for up to an additional \$1,000,000.00 from the Roads and Bridge Fund to complete additional projects not already authorized in the 2014 budget; and

WHEREAS, The Finance and Public Property Committee considered and hereby recommends transferring the balance of the "DK" fund to the Roads and Bridges fund and authorizing expenditures of up to \$1,000,000.00 to complete additional projects not already authorized in the 2014 budget.

NOW, THEREFORE, BE IT RESOLVED, by the Kewaunee County Board of Supervisors duly assembled this 22nd day of July 2014, that the Board approves transferring the balance of the "DK" fund to the Roads and Bridges fund and authorizing expenditures of up to \$1,000,000.00 to complete additional projects not already authorized in the 2014 budget; and

BE IT FURTHER RESOLVED, that within 10 days the County Clerk shall file a Class 1 notice of this transfer of non-budgeted funds.

Respectfully submitted,
Finance and Public Property Committee
HASKE, LUFT, MASTALIR, ROMDENNE, TEBON

FISCAL IMPACT STATEMENT: Up to \$1,000,000 will be expended for additional highway projects.

Supervisors Kirchman moved and Paape seconded for adoption. Roll call vote: 20 ayes, 0 nays. Motion carried.

RESOLUTION NO. 12-7-14

A RESOLUTION APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF ALGOMA
Police Management Contract – City of Algoma Police Department

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, a city and county may enter into contracts with each other under the authority of Wis. Stat. § 66.0301 for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law and each municipality may act under the contract to the extent of its lawful powers and duties; and

WHEREAS, Wis. Stat. §62.13(2g) allows a city and county to enter into a contract for police protective services; and

WHEREAS, the City of Algoma is in need of police management services to oversee the operations of the City of Algoma police department; and

WHEREAS, the Law Enforcement Committee has considered and hereby recommends approving the Intergovernmental Cooperation Agreement attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, by the Kewaunee County Board of Supervisors duly assembled this 22nd day of July 2014, that the Board endorses the idea of providing police management services to the City of Algoma and hereby authorizes the County Administrator to sign the Police Management Contract on behalf of Kewaunee County.

Respectfully submitted,
Law Enforcement Committee
BENES, JAHNKE, SINKULA, WEIDNER

FISCAL IMPACT STATEMENT: \$117,000 Total Compensation to County Term of contract: November 1, 2014 to December 31, 2016.
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Intergovernmental Cooperation Agreement
Police Department Management Contract

This AGREEMENT is entered into between:

Kewaunee County
810 Lincoln Street
Kewaunee, WI 54216,
(With the concurrence and approval of its Sheriff)
County ,

and

City of Algoma
416 Fremont Street
Algoma, WI 54201,
City.

RECITALS

WHEREAS, this Agreement is an Intergovernmental Cooperation Agreement (hereinafter "Agreement") pursuant to Wis. Stat. §66.0301; and

WHEREAS, this project and cooperative action between County and City will assist each in the furnishing of services and exercise of their powers and duties under the law; and

WHEREAS, Wis. Stat. §62.13(2g) allows a city and county to enter into a contract for police protective services; and

WHEREAS, City is in need of police management services to oversee the operations of the police department of City; and

WHEREAS, County is ready, willing and able to perform police management services; and

WHEREAS, the incumbent Sheriff of Kewaunee County has approved this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. This Agreement is effective November 1, 2014 and terminates December 31, 2016. Either party may terminate this agreement upon six months prior written notice.
2. Subject to the oversight of the Mayor, County will have the following authority and duties with regard to the City of Algoma Police Department:
 - a. Supervising the daily operation of the police department.
 - b. Supervising all police department personnel including all part-time, reserve or temporary police officers.
 - c. Preparing and submitting the police department budget under the timelines and procedures specified by City.
 - d. Submitting reports of activities pertaining to the police department and any matter covered by this Agreement at intervals and in such form as the City may require.
 - e. Authorizing budgeted departmental expenditures in the manner proscribed by City policies and procedures.
 - f. Accounting for all property in the custody of the police department including the receipt of funds.
 - g. Having charge of all police department equipment and motor vehicles, and arrange for their proper maintenance, repair and storage.
 - h. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the police department, subject to the review and approval of the Mayor and Common Council.
 - i. Developing and administering training programs for police department personnel in accordance with budgeted allocations.
 - j. Maintaining the discipline of police department personnel including designating a managerial (Sheriff or Chief Deputy) County law enforcement officer to receive and administer Step 1 of the grievance procedure in the Labor Agreement between City and the regular police officers employed by the City of Algoma. The Parties also expressly acknowledge the continued application of Wis. Stat. §62.13 to disciplinary matters involving suspension, termination and demotion.
 - k. Issuing orders, rules, regulations, policies and procedures of the department.
 - l. Assigning shifts and duties of all police department personnel in accordance with the Labor Agreement.
 - m. Having a representative available to City Police Officers at all times, twenty-four hours a day and seven days a week, for direction and consultation.
 - n. Having a representative available for City meetings or hearings.
 - o. Communicating with the public and media on matters related to public safety, police operations and departmental policy.
 - p. Performing such other and further police management related activities as required by City.
3. The Sheriff shall have the sole authority to exercise discretion to schedule and direct County law enforcement staff who may provide services on behalf of the County under this Agreement.
4. City will pay County as compensation for its services the sum of one hundred seventeen thousand and no/100 dollars (\$117,000.00). (The sum consists of \$9,000.00 for November 1, 2014 to December 31, 2014, \$54,000.00 for January 1, 2015 to December 31, 2015, and \$54,000.00 for January 1, 2016 to December 31, 2016.) The compensation is payable in eight equal installments of \$14,625.00 as follows:
 - a. The first installment of \$14,625.00 is due on or before January 1, 2015.
 - b. The second installment of \$14,625.00 is due on or before April 1, 2015.
 - c. The third installment of \$14,625.00 is due on or before July 1, 2015.
 - d. The fourth installment of \$14,625.00 is due on or before October 1, 2015.
 - e. The fifth installment of \$14,625.00 is due on or before January 1, 2016.
 - f. The sixth installment of \$14,625.00 is due on or before April 1, 2016.
 - g. The seventh installment of \$14,625.00 is due on or before July 1, 2016.
 - h. The eighth installment of \$14,625.00 is due on or before October 1, 2016.

5. City will pay or County will retain prorated compensation in the event either party elects to terminate this Agreement prior to expiration.
6. It is the intent of this Agreement that the City compensate the County for the direct costs of providing police management services to the City as provided in this Agreement. Nothing in this agreement shall or is intended to either expand or contract the County's role in the provision of law enforcement in the City including mutual assistance except for the provisions of managerial services as provided by this Agreement.
7. City will provide for the entire cost of police department operations in an annual budget. Costs include, but are not limited to, wages, salaries, retirement contributions, worker's compensation, insurance, fringe benefits, building or office space, utilities, taxes, furnishings, equipment, motor vehicles, fuel, weapons, ammunition, uniforms, hardware, software, supplies, maintenance, repairs, storage, incidental supplies and any other product or service necessary to carry out police department operations.
8. At all times during this agreement, City law enforcement staff shall remain the employees of City. City shall have in place a policy of insurance that covers the liability for City law enforcement staff.
9. At all times during this agreement County law enforcement staff performing under this agreement shall remain the employees of County. County shall be responsible for wages, salary, retirement contributions, worker's compensation, insurance and other fringe benefits for County law enforcement staff. County shall have in place a policy of insurance that covers the liability for County law enforcement staff performing under this agreement.
10. Except for County law enforcement staff while actively performing under this Agreement, the provisions of Wis. Stat. §§66.0313 and 66.0513 remain applicable to County law enforcement staff responding to a request for mutual assistance from City.
11. City undertakes and agrees to defend, indemnify and hold harmless County and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by an employee of the City. The provisions of this paragraph survive termination of this Agreement.
12. County undertakes and agrees to defend, indemnify and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by an employee of the County. The provisions of this paragraph survive termination of this Agreement.
13. Nothing in this Agreement will constitute, or be considered, a limitation upon or a waiver of the privileges, immunities, and/or limitations on damages afforded either Party by State law including Wis. Stat. §893.80.
14. The Parties acknowledge the relationship between City and the regular police officers employed by the City of Algoma, excluding managerial and supervisory employees, is governed by a collective bargaining agreement entitled Agreement Between the City of Algoma and the Algoma Police Department Employees Wisconsin Professional Police Association Law Enforcement Employee Relations Division 2013-2014 (the Labor Agreement). Nothing in this Agreement is intended to or shall amend the provisions of and application of the Labor Agreement.
15. The parties recognize that City provides police protection twenty-four hours a day, seven days a week. Nothing in this Agreement shall alter that coverage and County recognizes its responsibility under this Agreement to manage a twenty-four hour a day, seven day a week operation.
16. Notices.
 - a. Any notices required or permitted hereunder will be given in writing and will be delivered (a) in person, with proof of service (b) by certified mail, postage prepaid, return receipt requested, (c) by registered mail, postage prepaid, with evidence of safe delivery from the U.S. Postal Service or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices will be addressed as follows:
 - i. FOR THE CITY OF ALGOMA
City Administrator
416 Fremont Street
Algoma, WI 54201
 - ii. FOR KEWAUNEE COUNTY
Kewaunee County Sheriff
620 Juneau Street
Kewaunee, WI 54216
 - iii. Either Party may, from time to time, specify in writing to the other Party a different person or address for notice.
 - b. Any notice will be effective only upon delivery.
17. The Parties each agree to exercise good faith, make reasonable efforts, and take whatever cooperative action is necessary to fulfill the intent and purposes of this Agreement.
18. The privileges and/or obligations under this Agreement may not be assigned without the prior written authorization of both Parties.
19. If a dispute between the Parties arises out of or relates to this Agreement and cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute by alternative dispute resolution (e.g. mediation or arbitration) before recourse to a court.
20. Parties irrevocably submit themselves to the original jurisdiction of the Circuit Court, County of Kewaunee, State of Wisconsin, with regard to any controversy arising out of, relating to, or in any way concerning this Agreement.
21. This Agreement will be subject and subordinate to applicable federal or state laws, codes, regulations, ordinances, rules and orders.

22. If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect, unless a provision which is of the essence to this Agreement be determined void.
23. Failure of a Party to insist on strict performance of any of the provisions of this Agreement, or failure to exercise any of a Party's rights hereunder, will not waive such rights.
24. This Agreement constitutes the entire Agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both Parties.
25. The signatories to this Agreement warrant that they have the full authority to enter into this Agreement and make it binding on the Parties to the Agreement without further action or approval.
26. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, and permitted successors and/or assigns.
27. Each of the Parties has read and understands the provisions of this Agreement.
28. Nothing contained herein will be deemed or construed by the Parties hereto as creating the relationship of principal and agent or partnership between the Parties hereto. In addition, nothing herein will be construed as obligating either Party to the expenditure of funds or for the future payment of money in excess of appropriations authorized by law.
29. Each Party represents that it has been represented by legal counsel in connection with this Agreement and acknowledges that it has participated in the drafting hereof. In interpreting and applying the terms and provisions of this Agreement, the Parties agree that no presumption will exist or be implied against the Party which drafted such terms and provisions.

ACCEPTED AND AGREED by the parties as follows:

FOR KEWAUNEE COUNTY:

FOR THE CITY OF ALGOMA:

Edward J. Dorner, Administrator

Wayne R. Schmidt, Mayor

Dated: _____

Dated: _____

APPROVAL OF SHERIFF:

Matt Joski, Sheriff

Dated: _____

Supervisors Benes moved and Romdenne seconded for adoption. Roll call vote: 20 ayes, 0 nays. Motion carried.

Supervisors Paape moved and Tebon seconded that the October County Board/Budget Meeting will be held on October 21, 2014 at 5:00 p.m. Motion carried.

Supervisors Sinkula moved and Shillin seconded to adjourn. Motion carried.

Board adjourned at 7:52 PM.

Ron Heuer, Kewaunee County Board Chairman

Jamie Annoye, Kewaunee County Clerk

CERTIFICATION

STATE OF WISCONSIN:

SS

COUNTY OF KEWAUNEE:

I, Jamie Annoye, County Clerk in and for Kewaunee County, Wisconsin do hereby certify that the following is a true and correct copy of the minutes of the meeting of the Kewaunee County Board of Supervisors held in regular Board Chambers at the Administration Center in Kewaunee on July 22, 2014.

Jamie Annoye, Kewaunee County Clerk

