RESOLUTION NO. 2021-04

RESOLUTION AUTHORIZING A POLICE VEHICLE SHARING AGREEMENT BETWEEN THE VILLAGE OF CALEDONIA POLICE DEPARTMENT AND THE VILLAGE OF WIND POINT POLICE DEPARTMENT

Pursuant to Wis. Stat. § 66.0301, this agreement (the "Agreement") is entered into as of _____, 2021, by and between the Village of Caledonia Police Department (the "Provider") and the Village of Wind Point Police Department (the "Borrower") (collectively, the "Parties") for the sharing of a police vehicle(s) (the "Equipment").

WHEREAS, the PARTIES are municipal corporations duly organized and validly existing under the laws of the State of Wisconsin with the power to carry on its business as it is now being conducted under the Constitution and the statutes of the State of Wisconsin, and their respective Municipal Codes.

WHEREAS, the purpose of this Agreement is to establish the terms and conditions under which the vehicle sharing will occur.

WHEREAS, the Village of Caledonia Police Department recognizes that the Village of Wind Point Police Department is currently allotted only one (1) police vehicle, and the Village of Wind Point is seeking to develop a contingency plan should their patrol vehicle become inoperable or otherwise temporarily unavailable for patrol usage.

WHEREAS, subject to the availability of an authorized vehicle, the Village of Caledonia Police Department agrees to allow the Village of Wind Point Police Department to temporarily utilize an unmarked Village of Caledonia Police vehicle.

WHEREAS, The PARTIES, desire to enter into an Agreement to establish procedures for sharing equipment and defining legal relationships and responsibilities;

NOW, THEREFORE, in consideration of the mutual benefits of regional law enforcement, acknowledged and received, it is mutually agreed by and between the PARTIES as follows:

1. The term of this Agreement shall be for a period of two (2) years from the date of execution. Upon mutual agreement of all Parties, this Agreement may be extended for three additional one-year periods.

2. This Agreement shall be in full force and in effect with the approval of an ordinance or resolution by the Village of Caledonia and the Village of Wind Point in the manner provided by law, and in the signing of this agreement by the Village Presidents and the comptrollers or clerks, as applicable.

3. Equipment shared under this agreement shall be used by Borrower's employees to conduct official business. Borrowers shall use and operate Equipment only for its intended purpose,

with ordinary care and in compliance with all requirements for operation and of any governmental authority having jurisdiction, if applicable. Borrower shall not sublease or allow anyone other than Borrower's employees to use Equipment shared under this Agreement. The Parties agree to permit Equipment to be used only by properly trained, properly licensed and supervised operators. All drivers shall be licensed and shall have a satisfactory driving record.

4. The borrowing agency will be responsible for the pickup and return of said vehicle. Upon return of the vehicle, any fuel levels will be returned to the level at the time of pick up.

5. **Inspections.** Providers sharing Equipment under this agreement certify that the Equipment is in good repair and ready for the intended use. Equipment shared under this Agreement shall be inspected by representatives of both Provider and Borrower at the time of delivery/pickup and again at the time of turn-in.

6. **Maintenance Checks**. Borrower shall be responsible for performing all required maintenance during the share period, such as fluid level checks, and daily pre-trip inspections.

7. **Contact Person**. Each party agrees to appoint a person or persons to act as a liaison to serve as the contact for each usage request, all inspections, and to otherwise facilitate the orderly and efficient distribution of equipment sharing requests and related information. Contacts by agency are as indicated below:

    - Village of Caledonia Police Department – Chief of Police Christopher Botsch or Designee
    - Village of Wind Point Police Department – Chief of Police Rick Von Drasek or Designee

8. **Borrower Responsibility for Damage**. Borrower shall be responsible for the cost of repairing all damage to equipment incurred during the share period.

9. In cases of Equipment damage resulting in a total loss caused by a third party where that party assumes responsibility, Borrower shall seek reimbursement from the other party's insurance carrier. If the reimbursement is greater than eighty percent of the retail market value prior to the damage, Borrower shall give the entire amount of the reimbursement to Provider, minus amounts, if any, already paid to Provider by Borrower or Borrower's insurance.

10. During the term of this agreement, each party will keep in force, at its own expense, insurance requirements. The Borrower will add the Provider as an "additional insured" for insurance purpose. The Borrower will provide a certificate of insurance to Provider at the request of the Provider.

11. Each Party shall be solely responsible for its own acts and those of its employees and officers under this Agreement. No Party shall be responsible or liable for consequential

damages to another Party arising out of providing or using equipment, services or labor under this Agreement.

12. Any Party may terminate this Agreement for any reason by giving thirty (30) days prior written notice to all other Parties. In the event of such termination, all costs incurred up to the date of termination shall be the responsibility of the User.

13. In case one or more of the provisions contained in the Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as such invalid, illegal or unenforceable provision had never been contained herein.

    This agreement shall be governed and construed in accordance with the law of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 1st day of February 2021.

Village of Caledonia

By: _____ Date: 2/3/2021
James R. Dobbs, President

Attest: _____
Joslyn Hoeffert, Deputy Village Clerk

Village of Wind Point

By: _____ Date: _____
Susan Sanabira, President

Attest: _____
Village Clerk