



# Walworth County Sheriff's Department

W4054 County Road NN • Post Office Box 1004 • Elkhorn, Wisconsin 53121-1004

David Graves  
Sheriff

Kurt Picknell  
Undersheriff

## Letter of Understanding Crime Scene Vehicle Priority Dispatch

### LAW ENFORCEMENT OPERATIONS

ADMINISTRATION  
Telephone 741-4410  
Fax 741-4645

COURT SERVICES  
Telephone 741-4158

CENTRAL RECORDS  
Telephone 741-4470  
Fax 741-4492

COMMUNICATIONS  
Telephone 741-4625  
Fax 741-4475

DETECTIVE BUREAU  
Telephone 741-4400  
Fax 741-4492

DRUG UNIT  
Telephone 741-4600  
Fax 741-4643

PATROL DIVISION  
Telephone 741-4400  
Fax 741-4492

PROCESS DIVISION  
Telephone 741-4480  
Fax 741-4492

TRAINING DIVISION  
Telephone 741-4680  
Fax 741-4615

EMERGENCY GOVERNMENT  
Telephone 741-4616  
Fax 741-4615

### JAIL OPERATIONS

ADMINISTRATION  
Telephone 741-4510  
Fax 741-4644

CLASSIFICATION  
Telephone 741-4547  
Fax 741-4640

INTAKE  
Telephone 741-4530  
Fax 741-4671

WORK RELEASE  
Telephone 741-4580  
Fax 741-4642

### Walworth County Police Chiefs Association Walworth County, Wisconsin

On December 14th, 2005, the Walworth County Police and Fire Chief's Associations entered into an agreement with Walworth County in reference to the purchase and subsequent use of a Crime Scene Vehicle. The aforementioned Associations and the County, through its Sheriff, are bound by the provisions of this agreement as follows:

**Section 1. County's Duties (d.)** the agreement states *"County will respond to Incidents as requested by local law enforcement or fire agencies, however, the county through its Sheriff, retains sole discretion as to whether the Crime Scene Vehicle will respond."*

This document will serve as a Letter of Understanding that in the event there is ever a question of priority in the call-out and use of the Crime Scene Vehicle by any department, the Sheriff and/or Undersheriff will be personally contacted. The Crime Scene Vehicle will then be dispatched based on the Sheriff and/or Undersheriff's decision. In the event the Sheriff and/or Undersheriff are not available, they will appoint a Sheriff's Department designee who will decide the priority.

## AGREEMENT

**THIS AGREEMENT**, entered into this 14<sup>th</sup> day of December, 2004, by and between Walworth County ("County") and Walworth County Police Chiefs Association ("Police Chiefs") and Walworth County Fire Chiefs Association ("Fire Chiefs") (collectively "Associations").

**WHEREAS**, Walworth County has been awarded a Law Enforcement Terrorism Prevention Program Grant in the amount of \$240,000 from the State of Wisconsin ("Grant"); and,

**WHEREAS**, the parties to this Agreement ("Parties") deem that the purchase of a Crime Scene Vehicle, capable of assisting in the response to terrorist activities and the investigation of arson, serious accidents and serious crimes ("Incidents") is the most valuable use of the Grant; and

**WHEREAS**, the Parties wish to set forth certain terms and conditions governing the procurement and use of said Crime Scene Vehicle.

**WITNESSETH:**

**NOW THEREFORE**, in consideration of these premises and of their mutual and dependent promises and agreements, the Parties hereto contract and agree as follows:

1. **County's Duties.**
  - a. County will procure a Crime Scene Vehicle solely through Grant funds. The county may solicit input from the Associations as to the design and specifications of the Crime Scene Vehicle, but the county retains sole discretion as to the type of Crime Scene Vehicle which will be purchased.
  - b. County, through its Sheriff, will title, store, insure and maintain the Crime Scene Vehicle.
  - c. County will operate the Crime Scene Vehicle to include driving it to Incidents.
  - d. County will respond to Incidents as requested by local law enforcement or fire agencies, however, the county, through its Sheriff, retains sole discretion as to whether the Crime Scene Vehicle will respond.
2. **Association's Duties.**
  - a. The local fire department or law enforcement agency requesting use of the Crime Scene Vehicle shall be responsible for the cost of all expendable supplies used.
3. **Duration of Agreement.** The term of this Agreement shall be indefinite until terminated pursuant to the terms set forth in Section 4.
4. **Termination.** This Agreement may be terminated by either party for any reason, upon 30-days advanced written notice, or sooner if mutually agreed upon by the Parties.
  - a. The county is under no obligation to maintain the Crime Scene Vehicle or purchase a replacement vehicle at any point.
5. **Notice.** Any notice required to be given under this Agreement shall be in writing, delivered to the other by first class mail to the following:
  - a. As to the County:

- 1. Walworth County Sheriff: Law Enforcement Center, Post Office Box 1004, Elkhorn, WI 53121.
- 2. With a copy to Walworth County Clerk, Post Office Box 1001, Elkhorn, WI 53121.
- b. As to Police Chiefs:  
Joel B. Christensen  
404 N. Washington St, P.O. Box 900  
Elkhorn, WI 53121-0900
- c. As to Fire Chiefs:  
ROD SMITH  
P.O. Box 433  
ELKHORN WI 53121-0433

- 6. **Indemnification.** Each party shall indemnify and hold the other harmless on account of negligence alleged to have resulted from the acts or omissions of their officers and employees.
- 7. **Mutual Cooperation and Responsibility.** County and Associations will reasonably cooperate with and assist each other in the performance of their respective responsibilities under this Agreement.
- 8. **Non-waiver.** No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition or to justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof.
- 9. **Invalidity.** If any provision of this Agreement or the obligation thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby. If any lack of definiteness of the terms hereof would be found to preclude the enforcement of this Agreement as a whole, the Parties desire that their respective rights and obligations relating to all matters that are sufficiently expressed be deemed a severable agreement and enforced accordingly.

IN WITNESS WHEREOF the Parties hereby have made and executed this Agreement.

COUNTY:

POLICE CHIEFS:

By [Signature]  
County Clerk

By: [Signature]

Dept Head Initials KP Date 05-18-05

FIRE CHIEFS:

By: [Signature]

Finance Department

Bond Project Yes  No

Funding Avail Yes  No

Acct Not App.

Comments \_\_\_\_\_

Authorized [Signature]

Date 5/17/05

APPROVED AS TO FORM

By [Signature] 13 May 05  
Deputy Corporation Counsel Date