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June 2, 2010

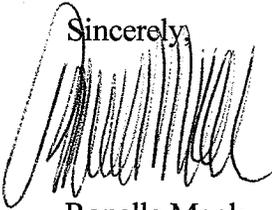
Attorney Richard C. Yde
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Madison, WI 53701-1784

RE: **Village of Hobart v. Brown County**

Dear Attorney Yde:

Enclosed please find three copies of the Brief of Defendant – Respondent Brown County, filed on June 2, 2010.

Sincerely,



Ronelle Mook
Administrative Paralegal

Enclosures

cc: Clerk of Court of Appeals

JUN 03 2010

STATE OF WISCONSIN

COURT OF APPEALS

DISCREET FILE

Appeal No. 2010AP000541

Circuit Court Case No. 2008CV001313

VILLAGE OF HOBART,

Plaintiff-Appellant,

BROWN COUNTY,

Defendant-Respondent.

On Appeal From the Brown County Circuit Court Order on Motion For Reconsideration and Order Granting Summary Judgment Entered January 19, 2010 The Honorable Mars A. Hammer Presiding, Circuit Court Case No. 2008-CV-1313

BRIEF OF DEFENDANT-RESPONDENT BROWN COUNTY

By: John F. Luetscher
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STATEMENT ON ORAL ARGUMENT AND PUBLICATION

Defendant-Respondent, Brown County, does not request oral argument in this appeal. The issue on this appeal is clear and may be fully addressed through briefs of the parties.

If the court determines that the issue raised by Defendant-Respondent relates to an unresolved statutory ambiguity, publication may be warranted.

STATEMENT OF CASE

PROCEDURAL HISTORY

The Plaintiff-Appellant, Village of Hobart, ("Hobart" herein), brought an action for temporary injunction and declaratory judgment against Brown County, ("County" herein) and the Oneida Tribe. The trial court dismissed the Oneida Tribe from the action on sovereign immunity grounds and denied the temporary injunction after hearing. Hobart and the County then requested summary judgment. The trial court granted summary judgment to the County. Hobart then moved the court to reconsider its decision based on the argument that the Oneida Tribe and the Oneida Police Department do not meet the statutory definitions of public agency and public safety agency in Wis. Stat. sections 256.35(1)(f)&(g) respectively and therefore cannot be

dispatched in response to 911 emergency calls. The trial court denied the motion for reconsideration.

FACTS

The Oneida Tribe of Indians of Wisconsin has a reservation in Brown and Outagamie counties encompassing 65,400 acres. Hobart consists of 21,566 acres and is entirely located within the Oneida Reservation's exterior boundaries (R.19-2). The Oneida Tribe has formed the Oneida Police Department consisting of twenty (20) sworn officers who are all trained and certified in accordance with Wisconsin Statutes (R.19-3).

In 2008, the County and the Oneida Tribe entered a Service Agreement and an amended Service Agreement that in part addressed the dispatch of emergency police services in a 1700 acre area within Hobart and on the Reservation (R.23-5,11,R.61-3,4, A-App.105,111,120-121). The agreements provide that the Oneida Police Department shall be the primary law enforcement agency dispatched by the County for 911 calls originating from the 1700 acre area designated on an attachment to the agreement. The amendment to the agreement states the agreement is not intended to divest any law enforcement agency of the power to enforce state law (R.61-4, A-App.121).

ARGUMENT

I. STANDARD OF REVIEW

Appellate review of a grant of summary judgment is *de novo* and the court follows the standard and method used by the trial court, *Town of Madison v. County of Dane*, 2008 WI 83, ¶15, 311 Wis.2d 402, 413, 752 N.W.2d 260, 265. Hobart appeals the judgment of the trial court on grounds raised in the motion for reconsideration it filed after the court gave its decision on its motion for summary judgment (R. 91). The trial court denied Hobart's motion for reconsideration in a decision dated January 12, 2010. The Court of Appeals reviews a decision on a motion for reconsideration using the erroneous exercise of discretion standard, *Koepsell's Olde Popcorn Wagons, Inc. v Koepsell's Festival Popcorn Wagons, LTD*, 2004 WI App 129, ¶6, 275 Wis.2d 397, 403-404, 685 N.W.2d 853, 856. A trial court grants a motion for reconsideration when presented with newly discovered evidence or when the movant demonstrates the court has made a manifest error of law or fact in its decision. *Id.* at ¶44. The motion for reconsideration is not a second chapter in the summary judgment proceeding. The Court of Appeals has stated "...a motion for reconsideration is not a vehicle for making new arguments

or submitting new evidentiary materials after the court has decided a motion for summary judgment." Lynch v Crossroads Counseling Center, Inc., 2004 WI App 114, ¶23, 275 Wis.2d 171, 187, 684 N.W.2d 141, 148. Hobart's argument on reconsideration and on appeal is that the trial court misinterpreted Wis. Stat. section 256.35.

Interpretation of a statute is a question of law this court reviews on a *de novo* basis. Voss v Middleton, 162 Wis.2d 737, 748, 470 N.W.2d 625, 629 (1991). In deciding whether the trial court erroneously exercised its discretion this court must interpret the portions of Wis. Stat. section 256.35 in dispute.

II. THE 911 STATUTE DOES NOT PROHIBIT THE COUNTY FROM DISPATCHING EMERGENCY CALLS TO POLICE DEPARTMENTS THAT DO NOT MEET THE STATUTE'S DEFINITION OF A PUBLIC SAFETY AGENCY.

The 911 statute, Wis. Stat. section 256.35 establishes the statewide emergency services number and establishes standards for facilities known as "Public Safety Answering Points", ("Answering Points" herein). The Answering Point is the place where 911 emergency calls are received. The County operates a communication center that serves as the Answering Point for all of Brown County including Hobart and the part of the Oneida Reservation in Brown County, (R.

97-1,R.78-ex.4). Wis. Stat section 256.35(2)(b) mandates certain capabilities for Answering Points: "Every basic or sophisticated system established under this section shall be capable of transmitting requests for law enforcement, fire fighting, and emergency medical and ambulance services to the public safety agencies providing such services." Hobart reads this sentence to prohibit an Answering Point from transmitting a request for law enforcement to an entity that does not fit the statute's definition of a "public safety agency" but the statute does not say that. The statute requires the Answering Point to have the ability to transmit requests to public safety agencies but does not limit transmittals to them. In fact, the statute goes on to state Answering Points may have the ability to transmit requests to poison control centers, suicide prevention services, civil defense services and private ambulance services. The statute's definition of Public Service Answering Point at Wis. Stat section 256.35(1)(gm) states that the Answering Point is the facility that initially responds to an emergency call and directly or otherwise dispatches the "appropriate emergency service provider". "Emergency service provider" is not defined in the statute but the term is broad enough to confer

considerable discretion on the Answering Point Staff concerning the provider dispatched.

It is conceded the Oneida Police Department does not fit the definition of a public safety agency in this statute but the statute does not prohibit the County from dispatching emergency law enforcement calls to the Oneida Police Department.

III. HOBART'S POLICE DEPARTMENT DOES NOT HAVE A RIGHT TO BE THE PRIMARY RECIPIENT OF 911 EMERGENCY LAW ENFORCEMENT CALLS FOR ASSISTANCE WITHIN THE VILLAGE.

A. THE STATUTE ENABLING HOBART TO CREATE A POLICE DEPARTMENT DOES NOT REQUIRE THE COUNTY TO DISPATCH ALL POLICE CALLS TO THAT DEPARTMENT.

Hobart argues the statute authorizing it to create a joint police department with the Town of Lawrence, Wis. Stat. section 61.65(1)(a)3., gives its police department authority to be the primary recipient of emergency 911 requests for law enforcement assistance in the Village. This section authorized the Village to create a law enforcement department jointly with another municipality. This department may well fit the definition of a public safety agency in Wis. Stat. section 256.35(1)(g). Read together or separately, these statutes do not require the

County to primarily dispatch law enforcement calls in the Village to the Hobart-Lawrence Police Department.

Besides the Hobart-Lawrence Police Department, the Sheriff has jurisdiction throughout the County pursuant to Wis. Stat. section 59.28. The entire Village of Hobart is located within the exterior boundaries of the Oneida Reservation, (R.19-2). The Oneida Tribe's Police Department complies with the requirements of Wis. Stat. sections 165.92(2) & (3), (R.19-3). Accordingly, Wis. Stat. section 165.92(2) grants tribal law enforcement officers the plenary powers of a sheriff and states the tribal officers' powers and duties may be exercised "...only on the reservation of the tribe or on trust lands held for the tribe...." Oneida Police Department officers have law enforcement authority throughout the area of Hobart because it is on the reservation. Wis. Stat. section 256.35 does not require the County to designate the Hobart-Lawrence Police Department to be the primary responder to emergency law enforcement calls in the Village.

**IV HOBART'S READING OF THE 911 STATUTE TO PROHIBIT
THE DISPATCH OF TRIBAL POLICE OFFICERS CREATES A
CONFLICT WITH THE STATUTES THAT EMPOWER TRIBAL POLICE**

**DEPARTMENTS AND PROMOTE AGREEMENTS BETWEEN TRIBAL
POLICE AND COUNTIES.**

Wisconsin law confers the same law enforcement powers Sheriffs' possess upon tribal law enforcement officers when certain criteria are met, see Wis. Stat. section 165.92(2). Wis. Stat. section 59.54(12) authorizes counties to enter county-tribal law enforcement programs pursuant to Wis. Stat. section 165.90. Wis. Stat. section 165.90 sets forth the requirements for a cooperative county-tribal law enforcement program if it is to receive financial aid from the state. One of the requirements for the agreement for a joint program is that it spell out the types of law enforcement services to be performed on the reservation and the persons who shall perform those services, see Wis. Stat. section 165.90(2)(d). Hobart's interpretation of Wis. Stat. section 256.35 to prohibit the County from transmitting requests for law enforcement on the Oneida Reservation to the Oneida Police Department places the statute in conflict with Wis. Stats. sections 165.90, 165.92, and 59.54(12). It is unreasonable to assume the legislature would empower tribal police officers on their reservations and promote county-tribal law enforcement cooperation while prohibiting the dispatch of tribal

officers for emergency law enforcement calls on their reservations.

When interpreting statutes the Court of Appeals' first obligation is to determine the meaning of the statute and to give effect to it, State v Fischer, 2010 WI 6, ¶24, 322 Wis.2d 265, 284, 778 N.W.2d 629, 638. If statutes conflict then the court attempts to reconcile them. The court attempts to harmonize apparently conflicting statutes dealing with the same subject matter in a way that gives full force and effect to each. Id.

Hobart reads Wis. Stat. section 256.35 to prohibit the County from dispatching the Oneida Police Department to provide emergency law enforcement assistance because it does not fit the definition of a "public safety agency" under the statute. This limitation on tribal police officers conflicts with the specific provisions of Wis. Stats. sections 165.90 and 165.92 that empower tribal officers and authorize county-tribal cooperation agreements. It is a rule of statutory construction that when two statutes relate to the same matter, the specific statute controls and this rule is especially applicable when the specific statute was enacted after the general statute. The legislature enacted the original statute containing the definitions of "Public Agency" and "Public

Safety Agency" found in Wis. Stat sections 256.35(1) (f) & (g) in 1977 Wis. Act 392 (eff. May 24, 1978). The relevant section of Wis. Stat. 165.90(2) (d) was enacted in 1987 Wis. Act 326 (eff. April 28, 1988). Wis. Stat. section 165.92 was enacted in 1993 Wis. Act 407 (eff. May 6, 1994). The court should find the more specific and recent language in Wis. Stats. sections 165.90 & 165.92 and the more specific language in section 59.54(12) supersedes the language in Wis. Stat. section 256.35 defining "public agency" to not include an Indian Tribe.

V. THE ATTORNEY GENERAL HAS GIVEN AN OPINION

CONCLUDING THE STATUTES AUTHORIZING COUNTY-TRIBAL LAW ENFORCEMENT COOPERATION SUPERSEDE THE 911 STATUTE'S DEFINITION OF A PUBLIC AGENCY THAT DOES NOT INCLUDE INDIAN TRIBES.

Attorney general opinions are not binding precedent on this court but they can be persuasive authority at times, Milwaukee Deputy Sheriffs' v Clarke, 2009 WI App 123, ¶26, 320 Wis.2d 486, 501, 772 N.W.2d 216, 224. In 80 Wis. Op. Atty. Gen. 91 the question was whether or not the statutory definition of a "public agency" as a municipality in Wis. Stat. section 146.70, the predecessor to Wis. Stat. section 256.35, precluded a county from entering a joint telecommunication agreement with a tribe. The attorney

general concluded "no" and stated Wis. Stat. section 165.90 and Wis. Stat. section 59.07(141) (renumbered Wis. Stat. section 59.54(12)) specifically address county-tribal law enforcement. Communication and dispatch are subjects for agreement between counties and Indian tribes. The specific language of these statutes supersedes the general definition of "public agency" in Wis. Stat. section 146.70 (renumbered Wis. Stat. section 256.35). Accordingly, the County is authorized to dispatch tribal police officers to respond to 911 emergency calls.

The legislature has amended Wis. Stat. section 256.35 no fewer than twelve times since the 1991 attorney general opinion but has not changed the definition of "public agency" to undermine the attorney general's interpretation.¹ The Wisconsin Supreme Court has recognized when the legislature repeatedly amends a statute interpreted by the attorney general and takes no action to alter the language

¹ 1993 Wis. Act 16 § 2584m
1993 Wis. Act 388 § 1-3
1993 Wis. Act 496 § 23
1997 Wis. Act 218 § 1,2
1997 Wis. Act 28 § 111
1999 Wis. Act 185 § 111-114
2001 Wis. Act 109 § 336
2003 Wis. Act 48 § 7-9
2003 Wis. Act 320 § 37-39
2005 Wis. Act 25 § 2032
2007 Wis. Act 130 § 160-165
2009 Wis. Act 28 § 2573

interpreted by the attorney general, their inaction is strong evidence the opinion comports with legislative intent, Town of Vernon v Waukesha County, 102 Wis.2d 686, 693, 307 N.W.2d 227, 230 (1981).

For an example of the legislature rejecting an attorney general's interpretation of a statute, it is useful to consider the Opinion of Wisconsin Attorney General to Thomas Wiensch, Assistant Corporation Counsel, Oneida County OAG-8-) 2008 WL 4452630 (Oct. 1, 2008). In the opinion the attorney general concludes Wis. Stat. section 66.0313, the law enforcement mutual assistance statute does not include tribal law enforcement agencies in its definition of a "law enforcement agency" that may use the assistance statute. The legislature has recently amended Wis. Stat. section 66.0313(1) to read: "(a) 'Law enforcement agency' has the meaning given in § 165.83(1) (b) and includes a tribal law enforcement agency" 2009 Wis. Act 264 section 1, eff. May 22, 2010. The amendment shows the legislature will rectify an attorney general's interpretation of a statute concerning tribal law enforcement departments when it disagrees with it.

**VI. BROWN COUNTY'S EMERGENCY COMMUNICATION CENTER HAS
THE AUTHORITY TO DETERMINE HOW TO DISPATCH 911
EMERGENCY CALLS.**

Pursuant to Wis. Stat. section 256.35(2)(d), Brown County, the City of Green Bay, the City of De Pere, and the Village of Ashwaubenon combined in an intergovernmental agreement to form the Brown County Public Safety Communications Department (R.78-5-8, R-App. 201-205). The agreement states that the mission of the department is "to provide on a countywide basis, a reliable, responsive communications link for the public to police, fire, rescue, emergency medical and emergency government services" (R.78-5, R- App. 201). The statement impliedly confers broad authority in the County to fulfill its mission concerning emergency communications.

The Board of Supervisors of Brown County enacted Chapter 36 of its code of ordinances (R.78-11-12, R-APP. 206-207). These ordinances created a Public Safety Communications Board, subject to oversight of the Board of Supervisors. The communications board has the responsibility to "(a) Assure integration of communications services for receiving citizens' emergency calls and dispatching emergency service units in Brown County", Sec. 36.00(4)(a) Brown County Code (R.78-12, R-App.206-207). The County has retained the authority to make dispatch decisions.

**VII. THE SERVICE AGREEMENTS ARE COUNTY-TRIBAL LAW
ENFORCEMENT AGREEMENTS AUTHORIZED BY STATUTE.**

Wis. Stat. sections 59.54(12) and 165.90(1) authorize counties to enter cooperative law enforcement agreements with Indian tribes. The portion of the service agreement pertaining to law enforcement and the amendment fall within the ambit of these statutes.

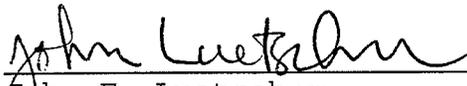
CONCLUSION

The County's agreement with the Oneida Tribe to primarily dispatch Oneida Police officers to a small area of Hobart on the tribe's reservation is not invalid because the tribe does not fit the definition of a "public agency" in the 911 statute. Hobart's argument does not amount to a manifest error of law by the trial court. The Court of Appeals should affirm the trial court's decisions granting summary judgment to the County and denying the motion for reconsideration.

CERTIFICATION

I hereby certify that this brief conforms to the rules contained in s. 809.19(8)(b) and (c) for a brief and appendix produced with a monospaced font. The length of this brief is 15 pages.

Dated this 2nd day of June, 2010.



John F. Luetscher
Attorney for Defendant-Respondent
State Bar No.: 1006602

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CERTIFICATION

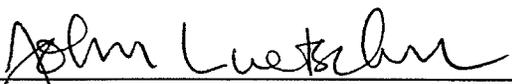
I hereby certify that I have submitted an electronic copy of this brief which complies with s. 809.19(2). This electronic brief is identical in content and format to the printed form of the brief filed as of this date.

I further certify that I did deposit a true and correct copy of the Defendant-Respondent's Brief in the United States mail, by first-class mail, properly enclosed in a postpaid envelope bearing sender's name and address, and addressed to the following persons at their proper post office address as indicated.

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Dated this 2ND day of June, 2010.



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STATE OF WISCONSIN
COURT OF APPEALS
DISTRICT III

Appeal No. 2010AP000561
Circuit Court Case No. 2008CV001313

VILLAGE OF HOBART,
Plaintiff-Appellant,
v.

BROWN COUNTY,
Defendant-Respondent.

On Appeal from the Brown County Circuit Court Order on
Motion for Reconsideration and Order Granting Summary
Judgment Entered January 19, 2010 The Honorable Marc A.
Hammer Presiding, Circuit Court Case No. 2008-CV-1313

APPENDIX OF DEFENDANT-RESPONDENT BROWN COUNTY

By: John F. Luetscher
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APPENDIX OF DEFENDANT-RESPONDENT

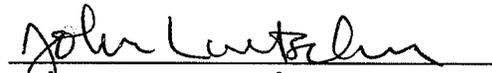
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CHAPTER 36 Brown County Public Safety Communications Board	78, pp.9-10	205-206

CERTIFICATION

I certify that if the record is required by law to be confidential, the portions of the records included in the appendix are reproduced using first names and last initials instead of full names of persons, specifically including juveniles as parents of juveniles, with a notation that the portions of the records have been so reproduced to preserve confidentiality and with appropriate references to the record.

Dated: June 2nd, 2010.



John F. Luetscher

**INTERGOVERNMENTAL AGREEMENT CONCERNING PUBLIC SAFETY
COMMUNICATIONS BETWEEN BROWN COUNTY, THE CITY OF DE PERE,
THE CITY OF GREEN BAY AND THE VILLAGE OF ASHWAUBENON**

WHEREAS, Brown County and the City of Green Bay currently maintain and operate emergency communication centers with 911 public service answering points for public safety needs at the Brown County Sheriff's Department and the City of Green Bay Police Department respectively; and

WHEREAS, the City of De Pere and the Village of Ashwaubenon currently maintain and operate emergency dispatch centers in their respective Public Safety buildings; and

WHEREAS, Brown County, the City of Green Bay, the City of De Pere and the Village of Ashwaubenon (hereafter referred to as "the parties" or "user agencies") desire to consolidate their emergency communication centers to avoid duplication of services, personnel, facilities, and equipment; and

WHEREAS, these public safety users acknowledge that emergency communication services to the citizens and field personnel would be greatly enhanced through an organization whose primary mission is to provide the personnel and technology required to provide public safety communications services to this constituency; and

WHEREAS, the Public Safety Communications Department has been formed by Brown County to manage and operate a countywide emergency communications center consisting of all public safety user agencies within Brown County, including the City of Green Bay, the City of De Pere and the Village of Ashwaubenon;

WHEREAS, Ch. 66.30, Wisconsin Statutes, authorizes the joint exercise of such public safety services, and Brown County, the Cities of De Pere and Green Bay and the Village of Ashwaubenon, individually and collectively believe that the joint services so provided to be in the public interest of their respective communities and the citizens of Brown County; and

NOW, THEREFORE, for mutual consideration which is hereby acknowledged, the undersigned parties agree to the following terms and conditions and enter into this Intergovernmental Agreement for the purpose of cooperation between these units of government with respect to the implementation of a Brown County Public Safety Communications Department Communications Center:

A. ORGANIZATION

1. The mission of the Brown County Public Safety Communications Department (PSC) is to provide, on a countywide basis, a reliable, responsive communications link for the public to police, fire, rescue, emergency medical, and emergency government services.

2. The PSC is a separate Department of the County and not a subunit of any existing emergency services provider or law enforcement agency. The PSC reports directly to the Brown County Executive and operates under the policy oversight of the Public Safety Committee of the Brown County Board.
3. There will be an advisory board established to provide guidance and customer feedback to the PSC Department. The board shall consist of all members of the Brown County Chiefs of Police Association, City of Green Bay Fire Chief, City of De Pere Fire Chief, Director of County Rescue, the Director of the Allouez Department of Public Safety, and a designated representative of the Brown County Rural Fire Chiefs Association. The Director of PSC shall meet with the Board on a quarterly basis.
4. PSC shall establish its communications center at the current City of Green Bay Communications Center, 307 S. Adams Street, Green Bay, upon such lease terms as the County and the City of Green Bay may negotiate.

B. IMPLEMENTATION

1. On January 1, 2001, or on such other date as the parties may determine in writing, the following operational costs of the Public Safety Communications Department shall be the responsibility of the PSC, and funded through the Brown County Budget:
 - i. Employee salaries and fringe benefits;
 - ii. Contractual services, utilities, telephone, and rent for the space occupied by the Department;
 - iii. Materials and supplies for the operation of the communications center;
 - iv. Capital expenditures for the communications center, radio, telephone, voice logging, and computer hardware located and maintained within the communications center;
 - v. All costs associated with the operation, maintenance upgrade of the Computer Aided Dispatch (CAD) software and hardware;
 - vi. Mandates by regulatory authorities required to operate a Public Safety Answering Point (PSAP);
 - vii. All labor relation costs;
 - viii. All training and travel costs of employees of the Department;
 - ix. All costs for fixed charges, lease or rental of equipment and services necessary to operate the communications center;
 - x. All original equipment and upgrade costs;
 - xi. All applicable Federal Communication Commission (FCC) licensing;
 - xii. All antennas, towers, microwaves and fixed radio equipment;

R- App. 202

- xiii. Such other costs as are attributable to the operations of the communications center and which are not the responsibility of the user agency as defined below.
2. Each user agency will be responsible for any and all costs associated with user teletype hookup to the State and any costs for mobile and portable equipment.
3. Upon execution of this agreement, the parties agree to begin the transition of their civilian dispatch employees to becoming employees of the Brown County PSC. On January 1, 2001, or such other date as the parties may determine in writing, such employees shall commence employment with Brown County and cease employment with their respective user agency. Each user agency shall remain responsible for all acts (or failures to act) of said employees only until twelve o'clock midnight on December 31, 2000. The County shall thereafter be the responsible party for all acts (or failure to act) of said employees.
4. Each party agrees the costs related to providing window and walk up traffic for its public safety agency, if any, will be the cost of each respective party after the effective date of this agreement.
5. The PSC Director shall be responsible for the preparation and presentation of the annual budget for approval by the County Executive, Public Safety Committee and County Board of Brown County.
6. The PSC Director shall be responsible for the operation of equipment and personnel associated with providing emergency communications services within Brown County, staff disciplinary matters, staff training, budget preparation/administration, and overall general operation of the PSC Department as permitted by law or contractual agreement.
7. This agreement shall extend for a period of Five (5) years from the effective date and shall thereafter automatically renew for additional periods of Five (5) years. No party shall terminate the agreement during the first Five (5) year period. After the initial Five (5) year period, a party may, on a minimum of 12 months written notice to the PSC Department, terminate this agreement, such termination to be effective at the end of a calendar year.

C. MISCELLANEOUS PROVISIONS

1. This agreement shall not become effective until authorized by the respective governing bodies. Execution of this Agreement by the parties indicates such authorization.

R- App 203

2. Any notice required under this Agreement shall be in writing, addressed and sent as follows:

1. For Brown County: To
Director
Public Safety Communications Department
c/o Green Bay Police Department
307 South Adams Street
Green Bay, WI 54301

2. For De Pere: To
City Administrator
335 South Broadway
De Pere, WI 54115

3. For Green Bay: To
Office of the Mayor
100 North Jefferson Street
Green Bay, WI 54301

4. For Ashwaubenon: To
Village Administrator
2155 Holmgren Way
Ashwaubenon, WI 54304

Brown County

 \s\ Nancy J. Nusbaum
County Executive

 \s\ Darlene K. Marcelle
County Clerk

City of De Pere

 \s\ Michael J. Walsh
Mayor

 \s\ David M. Minten
City Clerk-Treasurer

City of Green Bay

 \s\ Paul F. Jadin
Mayor

 \s\ Douglas Daul
City Clerk-Treasurer

Village of Ashwaubenon

 \s\ Ted Pamperin
President

 \s\ Charlotte Nelson
Village Clerk

R. App. 204

CHAPTER 36

BROWN COUNTY PUBLIC SAFETY COMMUNICATIONS BOARD

36.00 1. Brown County Public Safety Communications Board. There is hereby established, pursuant to Sec. 59.07(11) and Sec. 59.083 of the Wisconsin Statutes, a Public Safety Communications Board for Brown County.

2. Statement of Purpose. The Board established herein shall provide the County's citizens with the most efficient and economical handling of emergency calls and the rapid dispatching of life and property saving services provided by the various police, fire and emergency medical services units of Brown County municipalities.

3. Membership. (a) The Board established herein shall consist of 11 members, as numbered below. Members shall be appointed by the County Executive and confirmed by the County Board of Supervisors. Members numbered 7 and 8 shall be nominated by the Mayor of Green Bay. Members 9, 10 & 11 shall be members by virtue of their status as public officials and their names, or the names of their designees shall be submitted to the County Executive for appointment. In order to achieve representation of the major users of the communication system, appointments shall be made according to the following and shall consist of:

1. Green Bay Citizen Representative
2. Brown County Board Representative
3. Representative of Brown County Fire Chiefs Association
4. Representative of Brown County EMS Council
5. Village of Ashwaubenon Public Safety Representative
6. City of De Pere Police or Fire Representative
7. Green Bay City Council Representative
8. Green Bay Mayor or designee

The 3 public official members or their designees shall be:

9. Brown County Sheriff or designee
10. City of Green Bay Police Chief or designee
11. City of Green Bay Fire Chief or Designee

(b) The Brown County Sheriff, Green Bay Police Chief, Green Bay Fire Chief, and Green Bay Mayor shall serve for a term consistent with the public position held and the other members shall serve a term of 2 years, which shall be staggered with four members expiring every other year. If any of the members numbered 8 through 11 intend to nominate a designee, they shall inform the County Executive of that designee at least 45 days prior to the commencement of the two year term of the designee. Designees shall serve for the two year term or for a term consistent with the public position for whom they are the designee.

(c) The members of the Board shall elect a Chairperson and Vice-Chairperson. The officers so elected shall serve a term of 2 years.

(d) The Chairperson shall preside at meetings of the Board. In the event that the Chairperson is unable to preside at a meeting of the Board, it will be the responsibility of the Vice-Chairperson to preside at the meeting.

1/12/09

Updated June 1998

36(1)

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(e) Minutes of all meetings of the Board shall be kept and filed with the County Clerk.

(f) Vacancies occurring for any reason shall be filled by appointment of a successor for the unexpired term of the vacated member in the manner prescribed for original appointment.

4. Powers and Duties. The Board shall, subject to the overall policy oversight by the County Board of Supervisors exercise the following powers, duties and responsibilities within the specific restrictions of powers as set forth in subsection (5).

(a) Assure integration of communications services for receiving citizens' emergency calls and dispatching emergency service units in Brown County.

(b) Recommend to the Brown County Board of Supervisors, the adoption of resolutions and ordinances necessary for the conduct of emergency communications.

(c) Act as a body through which the citizens of Brown County can submit public input on any and all issues relating to the provisions and functioning of emergency communications and the dispatch of emergency services units in the Brown County community.

(d) Adopt such bylaws necessary and incidental to carrying out the purposes and functions set forth in this chapter.

5. Limitations on Board Powers. The Board shall have the following restrictions on its powers:

The Public Safety Communications Board shall have no authority, on any basis, to levy taxes or borrow money.

6. Operating Procedures. The Public Safety Communications Board shall review procedures to implement, operate and maintain a Communications System adequately designed to handle citizens' calls for police, fire and emergency medical services as well as the dispatch of participating field units within Brown County.