

**AN AGREEMENT FOR GENERAL LAW ENFORCEMENT SERVICES  
TO BE PROVIDED BY THE COUNTY OF KENOSHA, WISCONSIN TO  
THE VILLAGE OF SILVER LAKE, WISCONSIN**

This agreement is entered into this \_\_\_\_\_, 2015, by and between Kenosha County, hereafter referred to as the County, the County Sheriff, hereafter referred to as the Sheriff, and the Village of Silver Lake, Wisconsin, hereafter referred to as the Village.

WHEREAS, the Village desires to purchase general law enforcement services (police protection) within the Village, additional to those services which the Sheriff is required to provide by statute, the Village being willing to assume the cost of this protection, and

WHEREAS, the County is willing to provide these additional general law enforcement services (police protection) to the Village under certain terms and conditions.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

**1. STATEMENT OF AGREEMENT**

Kenosha County, Wisconsin and its Sheriff agree to provide general law enforcement services to the Village of Silver Lake located in Kenosha County, Wisconsin, and the Village of Silver Lake agrees to engage the County through its Sheriff to provide such service in accordance with and subject to the terms of this Agreement.

**2. LEGAL BASIS**

This Agreement is authorized by the provision of Wisconsin Statutes § §§ 66.0301, 61.65 and 59.03, and pursuant to Kenosha County Board Resolution, and the Village of Silver Lake Resolution and Village Ordinances.

**3. GENERAL LAW ENFORCEMENT SERVICES DEFINED**

General law enforcement services consist of patrol and investigation and all auxiliary and technical services in support of patrol and investigation as may normally be provided by a municipal police force under the laws of the State of Wisconsin. It shall include the enforcement of all applicable laws in effect in the Village. All references to general law enforcement services contained in this Agreement are references only to services that shall be delivered under the terms of this Agreement. General law enforcement services shall not be construed to include enactment of Village ordinances by the County.

**4. DELIVERY OF SERVICES**

- 4.1 Services Areas: The Sheriff shall provide general law enforcement services within the corporate limits of the Village of Silver Lake.
- 4.2 Enforcement Responsibilities: The Sheriff shall enforce State Statutes, applicable County ordinances and ordinances of the Village. The Sheriff shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Sheriff under the Statutes of this State.
- 4.3 Quantity of Regular Service: The Sheriff shall deliver sixteen (16.5) hours of regular general law enforcement services each day in addition to law enforcement services now

delivered to the Village by the Sheriff. The shift of a deputy shall start and end within the Village of Silver Lake.

- 4.4 Delivery of Service: The Sheriff shall provide one (1) full-time Kenosha County uniformed deputy in one (1) marked, fully equipped patrol car (including laser or radar) who shall patrol the Village seven (7) days per week for sixteen (16.5) hours each day. The actual hours of patrol shall be agreed upon from time to time between the Sheriff and the representatives of the Village designated pursuant to Section 4.10 and shall remain confidential. The patrol car shall remain in the Village except as necessary to conduct Village business outside the Village and shall be marked "Village of Silver Lake - Kenosha Sheriff."
- (a) Hours of Service: For the calendar year 2015 and unless and until modified by the Agreement of the parties pursuant to Section 4, the hours of service to be delivered to said contract shall be 10:45 a.m. to 7:00 p.m. and 6:45 p.m. to 3:00 a.m. The parties may review the hours of service and make any appropriate changes at anytime.
- (b) Flexibility in Delivery of Service: In order to provide flexibility in the delivery of such services, the Sheriff will attempt to designate two (2) individual deputies on each of the 2<sup>nd</sup> and 3<sup>rd</sup> shifts to be assigned to work the Village for a period of one (1) year, with each deputy being assigned on a two (2) month interval and then rotated to other duties on their respective shifts. The purpose of such rotation is to provide additional familiarity with the Village and with the Village ordinances by the assigned 2<sup>nd</sup> and 3<sup>rd</sup> shift deputies in the event that the deputy who is regularly scheduled to work the Village is, because of illness, vacation or otherwise, unavailable to work his or her normally assigned shift in the Village. The Village, on its part, understands and agrees that in the event the Sheriff is unable to implement the procedure described herein of designating two (2) deputies per shift and alternating their assignment to the Village, that the failure to implement this provision shall not be a breach of the Agreement.
- 4.5 Additional Service: In addition to the regular service as provided for in Sections 4.3 and 4.4 of this Agreement, the County shall provide sixty (60) additional man-hours of law enforcement services per year to be used in a manner mutually agreed upon by the Village Board and the Sheriff. Any service in addition to that specified in 4.3, 4.4 or preceding parts of 4.5 shall be provided at the rate listed in Exhibit A. The Village shall have the full resources of the County Sheriff as needed. The parties shall endeavor to maximize the use of straight time and, to the extent possible, minimize the use of service at the higher rate listed in Exhibit A.
- (a) Water Patrol: The parties agree to negotiate an addendum to the contract in the future regarding the performance and scheduling of Water Patrol Services on a "trial basis".
- 4.6 Reporting: The Sheriff shall provide to the Village a monthly report of activities generated as a result of this contract. This report shall include response time and the number of calls for service in and out of the Village, reported crimes, arrests, crimes cleared by arrest traffic citations, Village ordinances and County ordinance violations, court appearances, and items of recovered property. The Sheriff shall provide the Village with a timely duty roster. The monthly report referred to herein shall be delivered to the representative of the Village designated pursuant to Section 4.10.
- 4.7 Service Management: The planning, organization, hiring, assigning, scheduling, direction, supervision, discipline, and dismissal of the Sheriff's personnel and all other matters incident to the delivery of general law enforcement services to the Village shall

be as determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in the Village and may utilize such personnel on non-Village matters in the event of an emergency or as otherwise deemed necessary. In the event the Sheriff, through emergency or necessity, utilizes the personnel for non-Village matters for more than two (2) hours per instance, the Sheriff shall deduct prorata such time used from the Villages's monthly bill.

- 4.8 Responsiveness: The Sheriff shall give prompt consideration to all requests of the Village regarding the delivery of general law enforcement services. The Sheriff shall make every effort to comply with these requests if they are consistent with good law enforcement practices, but the Sheriff shall retain final authority to make the final decision as to the manner in which such services shall be rendered. All such requests shall be made by the Village through its designated representatives pursuant to Section 4.10 and, except in cases of emergency, shall be made through appropriate Sheriff's Department supervisory personnel.
- 4.9 Dispute Resolution: Any conflict between the parties regarding the extent or manner of performance of the general law enforcement services delivered to the Village shall be resolved by the mutual agreement of the parties.
- 4.10 Representatives: The Village hereby designates the Chair of the Village Police, Fire and Rescue Committee as its designated representative for matters pertaining to this contract. The Village and the Sheriff shall confer upon matters concerning the delivery of general law enforcement services to the Village and shall meet to receive requests, complaints or suggestions for the implementation of the delivery of such services. A command officer, designated by the Sheriff, shall meet monthly with the members of the standing Village committee on police and fire, which committee meeting shall be the second and fourth Monday of each month, or at such other times as may be designated and which are mutually convenient to the parties hereto. It is the intention of the parties that the monthly reports furnished pursuant to Section 4.6 shall be discussed between the designated Sheriff's Department supervisor and the Village. In addition, the Village and designated representatives of the Sheriff's Department Administration shall meet quarterly to review reports and to review any other matters pertinent to the implementation of this contract.
- 4.11 Arrests: Citations: In all instances except those requiring the issuance of state charges, arrests and/or citations issued or made by deputies assigned under this Agreement shall be made under the Village ordinances and forfeitures under Village ordinances shall be paid to the Village. It is specifically understood by the County and the Sheriff that it is of great material consideration that all arrests/citations possible be resolved through the Village Municipal Court rather than through Circuit Court. As such, the Sheriff warrants that to the extent feasible, all arrests and/or citations will be written through the Village Municipal Court.
- 4.12 Courtroom Time: Deputies assigned under this contract shall cooperate with the Village Attorney in prosecuting Village ordinance violations. It is further agreed that the Sheriff, wherever possible, will cooperate with the Village Municipal Court in scheduling the deputies to perform the services herein, so as to permit a deputy to testify in court during his regularly scheduled shift in an effort to minimize overtime for court appearances. It is further agreed that the uniformed deputy performing the daily services herein shall perform bailiff services for the Village Municipal Court as agreed.
- 4.13 Evidence Procedure: All evidence that needs to be maintained shall be moved by the Sheriff to the Kenosha County Public Safety Building. The evidence department will maintain the chain of evidence. All Village property remains property of the Village and

can be moved or disposed of at the determination of the Village. The disposition of any forfeited money or property is subject to all applicable federal and state laws.

## 5. RESOURCES

- 5.1 County Responsibilities: Except as otherwise stipulated, the County shall furnish all labor, equipment, materials, vehicles, communication systems, facilities, and supplies required to provide general law enforcement services to the Village. The County shall advise the Village if the County has reason to believe any of the Village ordinances are unconstitutional or vague or otherwise unenforceable.
- 5.2 Village Responsibilities: The Village shall provide and maintain an office, including access to a photocopying machine, and parking space suitable for the use of the Sheriff's personnel providing general law enforcement services to the Village. The Village furthermore agrees to assume the responsibility and associated costs for prosecuting any Village ordinance violations and furthermore agrees to budget, tax and levy for the expenses and costs associated with this contract. The Village shall promptly give the Sheriff written notice of any Court decision or ruling which determines a Village ordinance to be unlawful or unconstitutional.
- 5.3 Individual Ownership: The County and the Village shall retain title to the property each may acquire to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

## 6. LIABILITY

- 6.1 County: Except as hereinafter set forth, and without waiving any rights or defenses under State or Federal law, the County shall assume liability for, defend against all claims, judgments and legal action, and all costs or damages for injury to person or property caused by the intentional or negligent acts or errors of the Sheriff's personnel in providing general law enforcement services to the Village.
- 6.2 Village: Except as hereinafter set forth, and without waiving any rights or defenses under State or Federal law, the Village shall assume liability for, defend against (1) all claims, judgments and legal action, and all costs or damages for injury to person or property caused by the intentional or negligent acts of the Village, and (2) all costs or damages for intentional or negligent injury to person or property arising out of the lawful enforcement of a Village ordinance, it being the intent of the parties hereto that the Village shall assume liability in all respects for any loss caused as a result of the unconstitutionality, vagueness or other impropriety of a Village ordinance.

## 7. PERSONNEL

- 7.1 Employee Status: All persons employed by the Sheriff in providing general law enforcement services to the Village shall be trained County officers or employees entitled to wages and benefits as may result due to collective bargaining solely between the County and the Deputy Sheriff's Association. Such officers and employees shall be responsible solely to the Sheriff, and shall have all the authority of any other Sheriff's deputy, and furthermore they shall not have any benefit, status or right of the Village employment.

Employee Selection: The parties acknowledge and agree that the Sheriff will comply with the provisions set forth in Wis. Stat. § 59.26(10)(a) which requires the Sheriff to, the

greatest extent possible, fill the additional deputy positions from the ranks of former police officers who lost their positions when the department was abolished. The Village understands and agrees, however, that the neither Kenosha County nor the Sheriff can guarantee employment of these officers and that all deputies engaged in law enforcement services under the terms of this contract shall be evaluated and approved by Kenosha County's Civil Service Commission.

- 7.2 Payment: The Village shall not be liable for and shall not make the direct payment of salaries, wages or other direct or indirect compensation to County officers or employees providing general law enforcement services to the Village and the Sheriff shall hold the Village harmless from and indemnify the Village for such costs.
- 7.3 Indemnity: The Village shall not be liable for indemnity to any County officer or employee for injury or sickness of the deputy arising out of his employment in providing general law enforcement services to the Village, it being understood that the Village is compensating the County for Workmen's Compensation Insurance as part of administrative costs incidental to this contract.

## 8. MUNICIPAL AGENCY

For the sole purpose of giving official status to their acts when performing municipal functions within the scope of this Agreement, every County officer or employee assigned to and engaged in providing general law enforcement services to the Village shall be considered and appointed an employee of the Village, and for no other purposes. This provision shall be implemented by a Village ordinance.

## 9. FEES

- 9.1 Total Sum: The Village shall pay the County monthly the sum designated on the attached Exhibit "A" as and for general law enforcement services provided herein (including all related administrative costs), said payment to be adjusted as provided in this contract. Said payment to be made by the 12<sup>th</sup> day of each month to the Kenosha County Treasurer. Related administrative costs (i.e. costs incurred by the County but for this contract) are set forth in Exhibit "B" and shall include, but not be limited due to enumeration, the following: wages, workmen's compensation, repair, replacements, insurance and bonding, social security, fringe benefits, supplies, account and record keeping, training of deputies, supervision, etc. **Exhibit "C" and Exhibit "D" are Optional Costs.**
- 9.2 Computation: Said monthly payment by the Village to the County shall not include any expenses attributable to services or facilities normally provided to all government units within the County as part of enforcement duties and functions customarily performed by the Sheriff under the Statutes of this State where, as per the provisions of Section 4.7 of this contract, said services are for more than two (2) hours per instance.
- 9.3 Billing and Payment: The County shall bill the Village within ten (10) days after the close of any calendar month for which additional services not covered by the monthly payment due the County by the Village were incurred under Section 4.5 of this contract. The Village shall pay for these services within thirty (30) days of receipt of the County's billing.
- 9.4 Records: The County agrees it will keep written records containing the actual County costs in providing the services herein, and the Village shall have the right to inspect these records at any reasonable time.

#### **10. TERM**

This Agreement shall take effect on, \_\_\_\_\_1, 2015 and shall continue through December 31, 2016, unless terminated under Section 15 of this contract.

#### **11. MODIFICATION**

The terms of this contract may be modified at any time by mutual consent of the signatories of this contract or their successors so as to expand or restrict the scope of this Agreement.

#### **12. SUCCESSORS**

This Agreement shall be binding on any and all successors to the signatories of this contract.

#### **13. WAIVER**

No waiver of a breach of any of the agreements contained herein shall be construed to be a waiver of any subsequent breach of the same or any other agreement or condition contained in this contract

#### **14. SCOPE**

The terms of this Agreement shall be exclusively binding upon all parties to this Agreement and their successors regardless of any prior statements, be they oral or written, made by any party.

#### **15. TERMINATION**

This Agreement may be terminated by either party upon six (6) months advance written notice to the other parties of its intention to withdraw. Such notice to be forwarded to the Clerk of the appropriate Board.

#### **16. RENEGOTIATION**

Six (6) months prior to expiration, both parties shall meet to determine renewal of the current contract.

#### **17. GOVERNING LAW**

The parties agree that this Agreement shall be governed by the laws of the State of Wisconsin and all disputes shall be adjudicated in the Kenosha County Circuit Court.

#### **18. SEVERABILITY**

If any provision of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect and with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives. Each entity is responsible for maintaining its own copy of this Agreement.

## 19. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same Agreement and it shall become effective when one or more counterparts have been signed by each of the parties.

## 20. EXECUTION

This Agreement has been negotiated between the parties and each party has participated in the drafting of this Agreement. Each of the undersigned hereby represent and warrant that they have the requisite power and authority to execute this Agreement and that the execution and delivery of this Agreement by the undersigned has been approved by all action required by law.

Signatories: The party hereto has executed this Agreement at Kenosha, Wisconsin, the day and year first written above.

### SHERIFF'S DEPARTMENT

By: \_\_\_\_\_  
David G. Beth, Sheriff

STATE OF WISCONSIN       )  
                                      ) SS.  
COUNTY OF KENOSHA     )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, the above named Kenosha County Sheriff, David G. Beth, to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the same as the act and deed of the Sheriff's Department of Kenosha County and by his authority.

\_\_\_\_\_  
Michelina C. Battellini  
Notary Public, Kenosha County, WI.  
My Commission Expires: 08/28/2016.

[SIGNATURE PAGE CONTINUES NEXT PAGE]

KENOSHA COUNTY

By: \_\_\_\_\_  
Jim Kreuser, County Executive

STATE OF WISCONSIN        )  
                                  ) SS.  
COUNTY OF KENOSHA        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, the above named County Executive, Jim Kreuser, to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the same as the act and deed of Kenosha County and by his authority.

\_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission Expires: .

VILLAGE OF SILVER LAKE

By: \_\_\_\_\_

By: \_\_\_\_\_

Attachments:

- Exhibit "A" (s. 9.1)
- Exhibit "B" (s. 9.1)
- Exhibit "C"
- Exhibit "D"



# LAW ENFORCEMENT CONTRACT

## EXHIBIT A

### Village of Silver Lake - PROPOSAL 2015

(figures include employer paid benefits: FICA, WRS Prot. Retirement, Health Ins (F), Life Ins., Works Comp, Clothing Allowance)

Deputy (top, middle, & bottom of pay scale per KCDSA labor contract)		
Step 9	Top:	\$103,312.00
Step 5	Middle:	\$85,913.00
Step 3	Bottom:	\$82,827.00
		\$272,052.00 Total

/ 3 divide by

\$90,684.00 Average annual salary/benefits

/ 2,088 hours/year (2015)

\$43.43 average hourly rate

hours of coverage. (16.5 Hrs./day x365

x 6,023 days)

\$261,579.00 Contracted labor costs

\$ 13,500.00 \* Mileage @.25 to cover Fuel/Maintenance/Repair (est. 54,000 miles yr)

\$275,079.00 Proposed: Total of 2015 Law Enf Service

\$22,923.25 Due per month

(Prorated for no. of months of coverage in 2015)

Labor Calculations

16.5 hrs/day

x 365 day/year

6023

x \$43.43

\$261,579.00

2015 OT Rate \$ 56.08 1st shift

(w/employer paid benefits, based on Top Pay Deputy)

\*Note: Mileage is tracked monthly. At year end the actual mileage cost is compared to the contract and a credit or charge is issued to settle the difference.

WATER PATROL Cost: 20 hours per weekend, 16 weeks Memorial Day to Labor Day = 320 hours

320 hours X \$56.08 /hour (OT Rate) \$17,945.60

(Possible credit via DNR program up to \$6,300.)

This work will be invoiced separately from the regular patrol contract.

ADDITIONAL PATROL SHIFTS - As needed: Labor Rate (OT) of \$56.08 per hour

365 hours, or forty-three 8.25 patrol shifts: \$19,908.40

This work will be invoiced separately from the regular patrol contract.

Prepared: 04/28/2015

Prepared By: Nancy Otis

# LAW ENFORCEMENT CONTRACT

## EXHIBIT A

### Village of Silver Lake - PROPOSAL 2016

(figures include employer paid benefits: FICA, WRS Prot. Retirement, Health Ins (F), Life Ins., Works Comp, Clothing Allowanc

Deputy (top, middle, & bottom of pay scale per KCDSA labor contract)

Step 9	Top:	\$102,875.00
Step 5	Middle:	\$85,436.00
Step 3	Bottom:	\$80,882.00
		\$269,193.00 Total

/ 3 divide by

\$89,731.00 Average annual salary/benefits

/ 2,088 hours/year (2016)

\$42.97 average hourly rate

x 6,023 hours of coverage. (16.5 Hrs./day x365 days)

\$258,808.00 Contracted labor costs

\$ 14,040.00 \* Mileage @ .26 to cover Fuel/Maintenance/Repair (est. 54,000 mile

\$272,848.00 Proposed: Total of 2016 Law Enf Service

\$22,737.33 Due per month

#### Labor Calculations

16.5 hrs/day

x 365 day/year

6023

x \$42.97

\$258,808.00

2016 OT Rate \$ 56.53 1st shift

(w/employer paid benefits, based on Top Pay Deputy)

\*Note: Mileage is tracked monthly. At year end the actual mileage cost is compared to the contract and a credit or charge is issued to settle the difference.

WATER PATROL Cost: 20 hours per weekend, 16 weeks Memorial Day to Labor Day = 320 hours

320 hours X \$56.53/hour (OT Rate): \$18,089.60

(Possible credit via DNR up to \$6,500.)

This work will be invoiced separately from the regular patrol contract.

ADDITIONAL PATROL SHIFTS - As needed: Labor Rate (OT) of \$56.53 per hour

355 hours, or forty-three 8.25 patrol shifts: \$20,068.15

This work will be invoiced separately from the regular patrol contract.

Prepared: 04/27/2015

Prepared by: Nancy Otis

# LAW ENFORCEMENT CONTRACT

## EXHIBIT A

### Village of Silver Lake - PROPOSAL 2017

(figures include employer paid benefits: FICA, WRS Prot. Retirement, Health Ins (F), Life Ins., Works Comp, Clothing Allowanc

Deputy (top, middle, & bottom of pay scale per KCDSA labor contract)		
Step 9	Top:	\$105,791.00
Step 5	Middle:	\$88,159.00
Step 3	Bottom:	\$83,418.00
		\$277,368.00 Total

/ 3 divide by

\$92,456.00 Average annual salary/benefits

/ 2,088 hours/year (2017)

\$44.28 average hourly rate

x 6,023 hours of coverage. (16.5 Hrs./day x365 days)

\$266,698.00 Contracted labor costs

\$ 14,580.00 \* Mileage @.27 to cover Fuel/Maintenance/Repair (est. 54,000 mile

\$281,278.00 Proposed: Total of 2017 Law Enf Service

\$23,439.83 Due per month

#### Labor Calculations

16.5 hrs/day

x 365 day/year

6023

x \$44.28

\$266,698.00

2017 OT Rate \$ 57.85 1st shift

(w/employer paid benefits, based on Top Pay Deputy)

\*Note: Mileage is tracked monthly. At year end the actual mileage cost is compared to the contract and a credit or charge is issued to settle the difference.

WATER PATROL Cost: 20 hours per weekend, 16 weeks Memorial Day to Labor Day = 320 hours

320 hours X \$57.85/hour (OT Rate) \$18,512.00

(Possible credit via DNR up to \$6,500)

This work will be invoiced separately from the regular patrol contract.

ADDITIONAL PATROL SHIFTS - As needed: Labor Rate (OT) of \$57.85 per hour

365 hours, or forty-three 8.25 patrol shifts: \$20,536.75

This work will be invoiced separately from the regular patrol contract.

Prepared: 04/27/2015

Prepared by: Nancy Otis

EXHIBIT "B"

Pursuant to the provisions of Section 9.1 of this contract, administrative costs shall include, but not limited due to enumeration of the following:

- Wages
- Workmen's Compensation Insurance
- Unemployment Compensation Insurance
- Health Insurance
- Life Insurance
- Paid Vacation
- Cost of Living Adjustment (as negotiated)
- Patrol Cars
- Repair, Replacement and Maintenance of Equipment
- Communications Equipment
- Ammunition
- Insurance Bonding
- Social Security
- All other fringe benefits
- Supplies
- Accounts and Record Keeping
- Training of Deputies
- Supervision
- Legal Consultation
- Disability Benefits

EXHIBIT "C"

Pursuant to the provisions of Section 9.1 of this contract, additional costs shall include, but not limited due to enumeration of the following: (OPTIONAL)

- 2015 Ford SUV Squad car – Total expense to the Village will be reduced by the sale of the recently purchased 2015 Ford SUV from the Village to the Sheriff.