

## **Appendix S**

# **Waukesha County Sheriff Services Contract**

Contract for Police Patrol Services  
Between Waukesha County and Town of Lisbon

This contract is hereby entered into between WAUKESHA COUNTY, a municipal corporation, hereinafter referred to as "COUNTY" and the TOWN OF LISBON, a municipal corporation, hereinafter referred to as "MUNICIPALITY" as follows:

1. The COUNTY shall furnish to the MUNICIPALITY police patrol services to be rendered by deputies with all necessary equipment for the following periods: one (1) deputy 7:00 am to 3:00 pm; one (1) deputy from 3:00 pm to 11:00 pm; and one (1) deputy from 11:00 pm to 7:00 am. The COUNTY will also provide four hours per week of dedicated supervision through the sharing of a supervisor position with the Village of Sussex and the Village of Merton. The MUNICIPALITY shall have the right to change this schedule of days per week, hours or supervision upon thirty (30) days written notice to the Sheriff of Waukesha County provided that the hours within a shift always remain consecutive and that the changes are acceptable to the Sheriff.
2. The Sheriff shall have supervisory control over the personnel providing these services. The Sheriff shall retain the final authority to make decisions as to the manner in which services shall be rendered.
3. The Sheriff will provide patrol functions as follows:
  - (a) During patrol hours, the patrol unit will provide continual patrol in the MUNICIPALITY. The unit will be first responder to all dispatched events in the MUNICIPALITY. The unit will begin and end its patrol tour from a location mutually agreed upon by the MUNICIPALITY and the COUNTY. It may leave the boundaries of the MUNICIPALITY in those situations that would require mutual aid assistance by the COUNTY or neighboring municipality.
  - (b) Every effort will be made to respond to MUNICIPALITY needs and desires. The MUNICIPALITY will designate a liaison person(s) to provide the Sheriff with any information as to concentration of patrol efforts, special assignments, etc. the MUNICIPALITY desires.
  - (c) To ensure continuity, the Sheriff will assign officers to the MUNICIPALITY patrol on an annual basis whenever possible. The Sheriff will consider requests by the MUNICIPALITY for changes in assignment, but retains final authority in those assignments.
  - (d) The MUNICIPALITY will be provided with one vehicle with a two year use life; and one vehicle with a five year use life for use by the sheriff staff assigned to the MUNICIPALITY'S contract. Each year, the MUNICIPALITY will be responsible for paying one- half of the cost of two year use life vehicle and one-fifth of the cost of the five year use life vehicle. Equipment installed in the vehicle will be assessed to the MUNICIPALITY through a yearly charge based on

the average use life of the equipment and the acquisition cost of the equipment. All vehicles furnished by the COUNTY under this contract shall carry the identifying marks of the Sheriff's Department and will also bear the name of the MUNICIPALITY. However, the Waukesha County Sheriff reserves the right under this contract to use any vehicle or equipment as he deems necessary under the circumstances. All vehicles and equipment shall remain the property of the COUNTY.

- (e) The MUNICIPALITY will be assessed a yearly charge for equipment (other than the equipment installed in the vehicle and referred to in the section above) used by the COUNTY to perform the duties outlined in the contract. The equipment shall remain the property of the COUNTY.

4. Payment terms are:

- (a) The MUNICIPALITY shall pay the COUNTY a sum of \$58,361.39 per month for 12 months. The COUNTY will issue the bills in the following manner: two monthly bills will be issued in January and one bill will be issued February-November so the MUNICIPALITY will pay for the services prior to it being delivered. Payment will be made monthly, no later than thirty days after the bill is issued. In addition to this monthly charge, the MUNICIPALITY shall reimburse the COUNTY on a quarterly basis for overtime expenditures as calculated by the COUNTY thereunder for overtime hours arising from MUNICIPALITY patrol functions, including overtime spent in court in connection with the prosecution of MUNICIPAL ordinances.
- (b) Costs for this contract are based on Attachment One (1) which is incorporated herein by reference. These costs will be recalculated annually and provided to the MUNICIPALITY and considered an attachment to this contract when provided. Costs in Tables 1-7 are based on the budgeted costs for the contract year pending collective bargaining contract negotiations; costs in Table 8, Facility Usage Charges are based on COUNTY indirect cost studies for the most recently available year, adjusted for inflation to reflect current year estimated costs. Costs in Table 9, County-wide Indirect Costs will be calculated as a percentage of the total contract costs for tables 1-8. The County-wide Indirect Costs will be 3.5% of the cost of the contract.
  - i. Full costs per shift from Tables 1-7 and Table 9 of Attachment one (1) are charged in each contract year.
  - ii. Costs for Table 8, Facilities Usage Charge, are only charged once per year regardless of number of shifts contracted.

5. The MUNICIPALITY shall continue to provide a workspace location with security in compliance with Criminal Justice Security Information (CJIS) requirements and a parking location for the vehicles.
6. Any records generated as a result of the service provided under this contract are considered the records of the COUNTY and will be managed in accordance with COUNTY records retention schedules.
7. The deputies will enforce all local ordinances. The MUNICIPAL ATTORNEY will handle the prosecution of those matters in any proceedings. It is further agreed that the fines or forfeitures for State charges shall be turned over to the COUNTY and the fines and forfeitures for those offenses that are violations of MUNICIPALITY ordinances will be turned over to the MUNICIPALITY.
8. Any violation by the MUNICIPALITY of any portion of this contract shall constitute a breach of this Contract by the MUNICIPALITY. In the event of such breach, the MUNICIPALITY shall be given notice of the breach and shall have forty-five days from the date of notice to remedy the breach in a manner that is acceptable to the COUNTY. If the breach is not remedied, the COUNTY shall have the option of declaring this Contract immediately terminated by giving written notice of the termination. If this Contract is declared terminated by the COUNTY, the MUNICIPALITY shall pay the COUNTY for such police service rendered through the date of termination, prorated on the basis of the monthly charge set forth above.
9. Any violation by the COUNTY of any portion of this contract shall constitute a breach of this Contract by the COUNTY. In the event of such breach, the COUNTY shall be given notice of the breach and shall have forty-five days to remedy the breach in a manner that is acceptable to the MUNICIPALITY. If the breach is not remedied, the MUNICIPALITY shall have the option of declaring this Contract immediately terminated by giving written notice of the termination. If this Contract is declared terminated by the MUNICIPALITY pursuant to this paragraph, the MUNICIPALITY is not liable for any charges for police services rendered after receipt of written notice of termination by the COUNTY, with payment for services rendered prior to receipt of that notice to be prorated on the basis of the monthly charge set forth above.
10. It is the intent of the parties that the relationship of COUNTY and MUNICIPALITY is that of an independent contractor. The COUNTY is not the employee or agent of the MUNICIPALITY and the MUNICIPALITY is not the employee or agent of the COUNTY. Each party will therefore be responsible for its own acts or omissions and neither party will be obligated to defend or indemnify the other for any claim, loss or

liability that results from the other's acts or omissions. Nothing in this paragraph is intended to preclude or foreclose the right of either party to bring a cross claim or third party claim against the other for contribution as a joint tortfeasor.

Nothing in this agreement or the acts of Waukesha County shall in any way constitute a waiver by Waukesha County, its agents, officers and employees of any immunity, liability limitation, limitation on the amount recoverable, or other protections available to Waukesha County under Chapter 893, Wisconsin Statutes, any other applicable statute or law.

11. Additional Terms:

- (a) The term of this Contract shall be from January 1, 2018, through December 31, 2022, regardless of the dates of the signatures set forth below.
- (b) This contract will not renew automatically. The COUNTY will contact the municipality on or about February 1<sup>st</sup> of the fifth year of the contract to remind them of the terms of this paragraph. The MUNICIPALITY shall provide written notice to the COUNTY no later than April 1<sup>st</sup> of the fifth year of the contract to notify COUNTY that it will renew the contract for an additional five year period or it will not renew the contract at the end of the fifth year. The MUNICIPALITY may request to negotiate a contract amendment by notifying the COUNTY in writing of the desired amendment by June 1<sup>st</sup> of the year preceding the amendment.
- (c) Should the MUNICIPALITY terminate the contract without cause, the COUNTY shall make every effort to reassign personnel within law enforcement functions. In the event the COUNTY is unable to reassign personnel and is required to lay off COUNTY law enforcement personnel, the MUNICIPALITY shall pay the COUNTY the costs of unemployment for the COUNTY personnel until such time that the personnel are rehired or no longer receiving unemployment compensation. The costs associated with the personnel laid off are the responsibility of the MUNICIPALITY, even if the laid off personnel is not necessarily the specific contracted personnel. Such costs will be billed the MUNICIPALITY on a monthly basis on 30 days net terms.

12. This Contract constitutes and contains the entire agreement of the parties, and supersedes any and all other contracts, agreements or understandings between the parties, whether oral or written. Any amendments shall be by mutual agreement of the parties and must be in writing signed by both parties.

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2018-2022

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13. Approval of the Contract: This Contract is subject to the approval of the Waukesha County Board of Supervisors prior to the execution by the Sheriff.
  
14. Renewal: The COUNTY, through the Waukesha County Board of Supervisors, authorizes the Waukesha County Sheriff to renew this contract with the MUNICIPALITY after the first five (5) year term for one additional five (5) year term with the payment terms and costs recalculated annually in the manner set forth in Paragraph 4, above.
  
15. Notice required under this contract shall be sent to:

MUNICIPALITY:

Town of Lisbon  
Attn. Matthew Janecke, Administrator/Clerk  
W234N8676 Woodside Road  
Lisbon, WI 53089  
Phone: 262-246-6100 ext. 104

COUNTY:

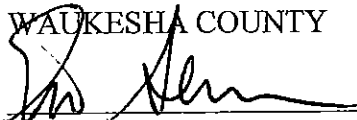
Waukesha County Sheriff's Department,  
Attn: Lyndsay Johnson, Business Manager  
515 W. Moreland Blvd.  
Waukesha, WI 53188  
Phone: 262-548-7164  
E-Mail: lljohnson@waukeshacounty.gov

Attachments: Attachment One

Dated this 27<sup>th</sup> day of Nov, 2017.

WAUKESHA COUNTY

TOWN OF LISBON



11/16/2017

Eric Severson  
Sheriff

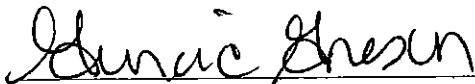
Date



11/27/2017

By:

Date



11-27-17

By:

Date