

Contracted Police Services Agreement

THIS AGREEMENT is hereby entered into between WINNEBAGO COUNTY, a municipal corporation, hereinafter referred to as "COUNTY" and the TOWN OF CLAYTON, a municipal corporation, hereinafter referred to as "MUNICIPALITY" as follows:

1. The COUNTY shall furnish to the MUNICIPALITY police patrol services for forty (40) hours per week. The patrol services will be rendered by one deputy for a consecutive shift for the period of 0800 hrs. to 1600 hrs. Monday thru Friday. The MUNICIPALITY shall have the right to request a deviation of this schedule to cover occasional evening and weekend shifts and MUNICIPALITY events upon seven (7) days written notice to the Sheriff's Office.
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. The Sheriff will assign a veteran, State certified law enforcement officer to perform patrol duties within the MUNICIPALITY. 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.
 - b. During patrol hours, the deputy 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 the MUNICIPALITY town hall. It will leave the boundaries of the MUNICIPALITY only in those situations that would require mutual aid assistance by the COUNTY, or to report to the Sheriff's Office while carrying out required duties.
 - c. 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. The COUNTY shall designate a liaison person(s) to the MUNICIPALITY, which shall be from the supervisory ranks.
 - d. If an assigned deputy should be injured, sick, attending training, or otherwise unavailable for patrol service, an alternate deputy shall be assigned to the MUNICIPALITY to fill the vacant shift(s).
4. Payment terms are:
 - a. The MUNICIPALITY shall reimburse the COUNTY its costs in salaries and benefits of deputies providing police services to the MUNICIPALITY under this agreement. The COUNTY will bill the MUNICIPALITY for forty (40) hours per week at top deputy pay and benefits rate based on the provisions of the current Winnebago County Deputies' Association Collective Bargaining Agreement. The MUNICIPALITY agrees to pay for said

services on a monthly basis. The COUNTY shall provide a monthly invoice to the MUNICIPALITY.

- b. The MUNICIPALITY shall reimburse the COUNTY for all additional gross salary and additional employee benefit costs paid to the deputy serving thereunder for overtime hours directly arising from MUNICIPALITY patrol functions, including overtime spent in court in connection with the prosecution of MUNICIPAL ordinances.
 - c. The COUNTY reserves the right to increase charges to the MUNICIPALITY to reflect collective bargaining settlements affecting the salaries, fringe benefits, and any other increased costs for the deputies assigned to work in the MUNICIPALITY. The MUNICIPALITY agrees to pay all additional charges set forth in this paragraph.
5. 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.
6. The MUNICIPALITY shall provide a patrol vehicle carrying identifying markings of the MUNICIPALITY equipped according to the COUNTY'S standards AS LISTED IN Exhibit A. Such vehicle and equipment shall remain the property of the MUNICIPALITY. The MUNICIPALITY shall provide service and repairs to such items as needed.
7. If it becomes necessary for the COUNTY to provide a patrol vehicle, or if requested by the MUNICIPALITY, such vehicles furnished by the COUNTY shall carry identifying markings of the Sheriff's Office. All COUNTY vehicles and other equipment shall remain the property of the COUNTY. Charges for COUNTY furnished patrol vehicles shall be in addition to charges identified above, and shall be billed to the MUNICIPALITY at actual average per mile costs for all COUNTY vehicles, as determined by the COUNTY.
8. The MUNICIPALITY shall provide police patrol equipment that meets the COUNTY'S standards as listed in Exhibit A. Such equipment shall remain the property of the MUNICIPALITY. The MUNICIPALITY shall provide service and repairs to such equipment as needed. Additional equipment may be issued by the COUNTY, and will remain the property of the COUNTY.
9. The assigned deputy will enforce all local ordinances. The deputy will write citations on forms supplied by the MUNICIPALITY. The MUNICIPALITY 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 violation of MUNICIPALITY ordinances will be turned over to the MUNICIPALITY.
10. 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 COUNTY shall have the option of declaring this contract terminated. If this Contract is declared terminated by the COUNTY, the MUNICIPALITY shall pay the COUNTY for such police services rendered through the date of termination, prorated on the basis of the monthly charge set forth above.

11. 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 MUNICIPALITY shall have the option of declaring the Contract terminated. If this Contract is declared terminated by the MUNICIPALITY pursuant to this paragraph, the MUNICIPALITY is not liable 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.

12. It is the intent of and is understood by the parties that the relationship of the COUNTY and the 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.

13. Terms of this contract are:
 - a. The term of this contract shall be from April 1, 2022, through December 31, 2027, regardless of the dates of the signatures set forth below.
 - b. The MUNICIPALITY, except as described in paragraph 11 of this agreement, may terminate this contract only by providing written notice to the COUNTY no later than August 31st of the year preceding termination.
 - c. Should the MUNICIPALITY terminate the contract under the terms of paragraph 13(b) of this agreement, the COUNTY shall make every effort to reassign contracted personnel within enforcement functions. In the event the COUNTY is unable to assign the contracted personnel and is required to lay off COUNTY 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. Only the costs associated with the personnel laid off are the responsibility of the MUNICIPALITY, not necessarily the specific contracted personnel. Such costs will be billed the MUNICIPALITY on a monthly basis on 30 days net terms.

EXHIBIT A

DEPUTY DUTY EQUIPMENT

- PORTABLE RADIO
- BODY ARMOR
- HANDGUN – GLOCK 17
- RIFLE – COLT AR15
- BODY WORN CAMERA/CARRIER
- TASER AND HOLSTER
- NARCAN/CASE
- OC SPRAY
- ANSI TRAFFIC VEST
- CPR MASK/MED KIT/PPE

SQUAD CAR EQUIPMENT

- FRONT AND REAR PARTICIANS
- PUSH BUMBER
- EMERGENCY LIGHTS/SIREN WITH CONTROLLER
- MOBILE RADIO
- MDC, DOCKING STATION, PRINTER
- SQUAD CAR VIDEO CAMERA SYSTEM
- RADAR UNIT
- AED
- 35 MM CAMERA/SD CARDS
- IPHONE
- STINGER SPIKE SYSTEM
- EVIDENCE COLLECTION KIT
- TACTICAL GO BAG
- HOOLIGAN TOOL