

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 twenty (20) hours per month. The patrol services will be rendered by one deputy as assigned by the COUNTY. The MUNICIPALITY shall have the right to request specific times of coverage up to five (5) hours per week.
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 State certified law enforcement officer to perform patrol duties within the MUNICIPALITY.
 - 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 for salaries of deputies providing police services to the MUNICIPALITY under this agreement. The COUNTY will bill the MUNICIPALITY for twenty (20) hours per month at top deputy pay rate based on the provisions of the current Winnebago County Deputies' Association Collective Bargaining Agreement (Exhibit B). The MUNICIPALITY agrees to pay for said services monthly no later than 30 days after the invoice is received. The COUNTY shall provide a monthly invoice to the MUNICIPALITY.
 - b. The MUNICIPALITY shall reimburse the COUNTY for all additional gross salary 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 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. Any amendments shall be by mutual agreement of the parties and must be in writing signed by both parties.
6. The COUNTY shall provide a patrol vehicle for the assigned deputy that shall carry identifying markings of the Sheriff's Office. Such vehicle and equipment shall remain the property of the COUNTY. The MUNICIPALITY will be billed \$100 per month for vehicle maintenance, licensing fees, and fuel costs.
7. The COUNTY shall provide police patrol equipment that meets the COUNTY'S standards. Such equipment shall remain the property of the COUNTY. Examples of police patrol equipment are enumerated in Exhibit A on the final page of the agreement.
8. 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.
9. Records for all State criminal, State traffic, and COUNTY ordinance violations will be maintained by the COUNTY. All evidence shall be properly stored at the Sheriff's Office and recorded in accordance with Sheriff's Office General Orders. The MUNICIPALITY shall maintain all records for MUNICIPALITY ordinance violations. All records generated as a result of the services provided under this contract will be managed in accordance with the COUNTY's record retention schedules.
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 based on 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 based on 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. Nothing in this agreement or the acts of the COUNTY shall in any way constitute a waiver by the COUNTY, its agents, officers and employees of any immunity, liability of limitation, limitation on the amount of recoverable, or other protections available to the COUNTY under Wis. Stat. 893 or any other applicable statute or law.

13. Terms of this contract are:

- a. The term of this yearly contract shall be from January 1st, 2026 regardless of the dates of the signatures set forth below.
- b. The COUNTY or the MUNICIPALITY, except as described in paragraph 11 of this agreement, may terminate this contract only by providing written notice to the other party no later than August 31st of the year preceding termination.

14. This contract is subject to the approval of the Winnebago County Board of Supervisors prior to execution by the County Executive and County Clerk.

15. The COUNTY, through the Winnebago County Board of Supervisors, authorizes the County Executive and County Clerk to renew this contract with the MUNICIPALITY with payment terms and costs recalculated annually pursuant to the consumer price index.

EXHIBIT A

DEPUTY DUTY EQUIPMENT

- PORTABLE RADIO
- BODY ARMOR
- HANDGUN – GLOCK 17/9MM CALIBER
- RIFLE – AR15/.223 CALIBER
- 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 PARTITIANS
- 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

EXHIBIT B

Effective Date	01/01/2026
Maximum Hourly Rate	\$43.34

John F. Matz, Sheriff
Winnebago County Sheriff's Office

Date

Kelly Wisnefske, Town Administrator
Town of Clayton, WI

Date

Russell Geise, Town Chairman
Town of Clayton, WI

Date