

AGREEMENT FOR ENHANCED
COUNTY LAW ENFORCEMENT SERVICES
IN THE TOWN OF GREENVILLE

THIS AGREEMENT is entered into between Outagamie County ("County") and the Town of Greenville ("Town").

1. The County, through its Sheriff's Department, will provide enhanced law enforcement services in the Town beginning on January 1, 2018 and ending December 31, 2018. The terms of this agreement may be terminated by either Party with sixty (60) days written notice being provided to the other Party.
2. The enhanced law enforcement services in the Town shall consist of dedicated patrols and law enforcement activities. Specific hours and areas of law enforcement activities shall be determined by the Town and the Sheriff's Department utilizing the scheduling parameters detailed in "a" and "b" below. The Sheriff reserves the right and ability, in case of an emergency to pull the assigned deputy from assignment in the Town, and have them respond to said emergency
 - a. One officer assigned as the Town Deputy, working four hours on each of his/her scheduled shifts, specifically designated as the "Town" officer. The expected hours the officer will be assigned to the "Town" will typically be 3p-7p, with the ability to reassign the four hours worked with the Town, to another four hours within the normal "2nd shift" hours (currently set as 130pm - 10:20pm), when mutually agreed upon by both the Town and the County (ie. 6:20pm - 10:20pm).
 - b. The assigned "Town" officer will work a five-day on and three-day off work week.
3. If the Deputy assigned to the "Town" should be injured, sick, attending training, or otherwise unavailable for patrol service for a period in excess of three (3) scheduled work days, the "Town" shall have the option of requesting a substitute Deputy at the established overtime / benefits rate. The "Town" may also request instead that the County fill the vacant "Town" position with other available

Deputies, when the County determines that staffing levels allow for the filling of such positions, without overtime costs being incurred by either party.

4. The Sheriff shall have supervisory control over personnel providing the law enforcement services. The Sheriff shall retain the final authority to make decisions as to the manner in which such services shall be rendered. The deputies are and shall remain employed by the County.
5. The County shall use the Uniform Traffic Citation forms for the State, via the TraCS system, for state, county and town traffic violations. For other offenses, the County shall use the Outagamie County Municipal Court Citation and Complaint forms. If it is determined necessary for the Sheriff's Department to enforce town ordinances, such violations shall be prosecuted by the town attorney.
6. The Town shall pay the County the sum of \$38,755 for the time used as per paragraphs one (1) two (2) and three (3) above, at the rate of \$42.49 per hour, as detailed in the attached Exhibit A, "Town of Greenville 2017 costs, which is hereby incorporated." These costs include officer salary, vehicle costs and administrative fees as detailed in the exhibit.
7. The County reserves the right to modify the costs detailed in paragraph six (6) above to reflect any collective bargaining settlements affecting the salaries, fringe benefits, and any other increased costs for the deputies assigned to work in the Town of Greenville, which takes place during the contract period. In addition the County will bill the Town retroactively for a period of up to eighteen (18) months for any increased costs for any Deputy assigned to work in the Town of Greenville due to such collective bargaining settlements for previous hours worked for the Town. The Town agrees to pay all additional charges set forth in this paragraph.
8. The Town agrees to hold harmless and/or indemnify the County and the Sheriff's Department, and provide for defense for any claim brought against the County, department, or any County office founding in or arising from the negligence or improper conduct of any Town official, agent or employee. Outagamie County agrees to hold harmless and/or indemnify the Town, and provide defense for any claim brought against the Town or any officer, agent or employee of the Town

founding or arising from the negligence or improper conduct of any County officer, agent or employee.

9. This agreement constitutes the full and complete understanding and entire agreement between the Parties and shall supersede all prior agreements or understandings, whether oral or written, between the Parties with respect to the subject matter herein. This agreement may not be modified, amended or discharged orally and any such modification, amendment or discharge must be in writing and signed by both Parties.
10. Nothing in this agreement shall constitute a waiver or limitation of any immunity or limitation on damages conferred by law, by either Outagamie County or the Town of Greenville.

TOWN OF GREENVILLE

By: _____

Chairperson

Attest: _____

Greenville Town Clerk

Approved as to form:

By: _____

Corporation Counsel

OUTAGAMIE COUNTY

By: _____

Outagamie County Sheriff

By: _____

Outagamie County Board Chair

By: _____

Outagamie County Clerk

By: _____

Outagamie County Executive

**Town of Greenville
2018 Estimated Costs**

	Annual Costs
	<u>Full-shift</u>
Salary \$27.243/hr (2,055 hours)	\$55,984.37
Fringe Benefits (32.3%)	<u>\$18,082.95</u>
Estimated Salary & Fringe Benefits	\$74,067.31
Vehicle Costs (1)	
Lease	\$5,100.00
Fuel	\$3,000.00
Maintenance	<u>\$1,000.00</u>
Estimated Vehicle Costs	\$9,100.00
Subtotal of Estimated Costs	\$83,167.31
5% Administrative Fee	<u>\$4,158.37</u>
Total Estimated Costs	\$87,325.68
Estimated hourly rate	\$42.49
Estimated overtime/holiday rate	\$55.56
Estimated Cost for 4 hours/shift	\$38,755