

Kenosha



County

MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 07/18/2023

SUBJECT: Resolution in Support of Intergovernmental Agreement Between Kenosha County and the Town of Wheatland to Provide Law Enforcement Services

SUBMITTED BY: Cpt. Eric Klinkhammer

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

ADDITIONAL INFORMATION (optional):

Kenosha County Administrative Proposal Form

1. Proposal Overview

Division: Law Enforcement Department: SHERIFF

Proposal Summary (attach explanation and required documents):

Resolution in Support of a Cooperative Agreement Between Kenosha County and the Town of Wheatland to provide animal control services to the Town.

Upon approval of this resolution the Sheriff's Department will provide animal control services to the Town as indicated in the attached Inter-Governmental agreement.


Dept./Division Head Signature: 

Date: 7/5/23

2. Department Head Review

Comments:

Recommendation: Approval Non-Approval

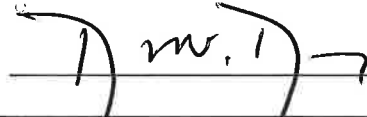
Department Head Signature: 

Date: 7-5-23

3. Finance Division Review

Comments:

Recommendation: Approval Non-Approval

Finance Signature: 

Date: 7/6/23

4. County Executive Review

Comments:

Action: Approval Non-Approval

Executive Signature: 

Date: 7/5/2023

Revised 01/11/2001 (5/10/01)

DISTRIBUTION

- Original Returned to Requesting Dept.

- Department attaches the Original to the Resolution to County Board
- Copy to Secretary of Oversight Committee to distribute in packets with Resolution
- Copy to Requesting Department File

KENOSHA COUNTY

BOARD OF SUPERVISORS

RESOLUTION NO.

Subject: Resolution In Support Of Intergovernmental Agreement Between Kenosha County And The Town of Wheatland to Provide Law Enforcement Services		
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>
Resubmitted <input type="checkbox"/>		
Date Submitted: 7/7/23	Date Resubmitted:	
Submitted By: E. Klinkhammer		
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>	
Prepared By: Captain Eric Klinkhammer	Signature:	

WHEREAS, Wisconsin Statute § 66.0301 allows municipalities, including counties and towns, to contract with other municipalities for the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wisconsin Statutes §§ 59.03 and 60.56 allows Kenosha County and the Town of Wheatland to enter into a contract to have Kenosha County's Sheriff's Department provide general law enforcement services, including animal control services in the Town of Wheatland; and

WHEREAS, Kenosha County, Kenosha County's Sheriff's Department and the Town of Wheatland have entered into an agreement to provide these law enforcement services; and

WHEREAS, the intergovernmental agreement attached hereto as "Exhibit A" between Kenosha County, Kenosha County Sheriff's Department and the Town of Wheatland authorizes the Kenosha County Sheriff's Department to provide law enforcement services and set forth the applicable terms and conditions; and

WHEREAS, the intergovernmental agreement is for the mutual benefit of both Kenosha County, Kenosha County's Sheriff's Department and the Town of Wheatland; and

WHEREAS, the Town of Wheatland passed a resolution on June 26, 2023 approving the intergovernmental agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Kenosha County Board of Supervisors hereby supports, authorizes and approves the attached intergovernmental agreement between Kenosha County, Kenosha County's Sheriff's Department and the Town of Wheatland;

BE IT FURTHER RESOLVED, by the Kenosha County Board of Supervisors, that the County Executive and the Sheriff of Kenosha County are authorized to execute any contracts, agreements, or other documents necessary now or in the future to carry out the intent of this resolution.

Dated at Kenosha County, Wisconsin, this ___ day of ___, 2023.

Submitted By:

JUDICIARY AND LAW ENFORCEMENT COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
_____ Supervisor Brian Bashaw, Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
_____ Supervisor Zach Rodriguez, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
_____ Supervisor Laura Belsky	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
_____ Supervisor Mark Nordigian	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
_____ Supervisor Erin Decker	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
_____ Supervisor John Franco	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
_____ Supervisor Jeff Wamboldt	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FINANCE/ADMINISTRATION COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
_____ Supervisor Terry Rose, Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
_____ Supervisor Dave Geertsen, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
_____ Supervisor John Poole	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
_____ Supervisor Erin Decker	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
_____ Supervisor Tim Stocker	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
_____ Supervisor John Franco	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
_____ Supervisor Bill Grad	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**AN AGREEMENT FOR ANIMAL CONTROL SERVICES TO BE PROVIDED BY THE COUNTY
OF KENOSHA, WISCONSIN TO
THE TOWN OF WHEATLAND, WISCONSIN**

This agreement is entered this ___ day of June 2023, by and between Kenosha County, hereafter referred to as the County, the County Sheriff, hereafter referred to as the Sheriff, and the Town of Wheatland, Wisconsin, hereafter referred to as the Town.

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

WHEREAS, the County is willing to provide these additional general law enforcement services (animal control) to the Town 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 animal control services to the Town of Wheatland located in Kenosha County, Wisconsin, and the Town of Wheatland 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, 60.56, 59.03 and pursuant to Kenosha County Board Resolution, and the Town of Wheatland, Town Ordinances.

3. GENERAL LAW ENFORCEMENT SERVICES DEFINED

The Town desires to purchase law enforcement services from the Sheriff and County relating to animal control services. Specifically, there is a need to, among other things, investigate animal cruelty complaints, animal attacks, and handle livestock and farm animal calls in the Town. There is also a need to capture and transport loose domesticated animals from within the limits of the Town to the Wisconsin Humane Society – Kenosha Campus (hereinafter “Kenosha Humane Society”) or other facility. The County has limited staff capable of handling these tasks and is willing to provide additional law enforcement services to the Town.

These animal control services shall include the enforcement of all applicable laws in effect in the Town. 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 Town 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 Town of Wheatland.

- 4.2 Enforcement Responsibilities: The Sheriff shall enforce State Statutes, applicable County ordinances and ordinances of the Town. 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 and Delivery of Regular Services: If the Town needs animal control services, a request for such services shall be directed to dispatch. When the Sheriff deems it necessary, he will provide a licensed humane officer to the Town to handle the animal control services as needed.

The Town understands and agrees that the Sheriff's ability to provide these services will be dependent on the availability of the licensed humane officer. In the event that the licensed humane officer is unavailable to work due to vacation, illness or other competing obligations or circumstances surrounding his or her employment with the County, the Sheriff and the County may not be allowed to provide these additional services when requested. The Town shall not be entitled to make any claims or request any damages against the Sheriff, the County or the licensed humane officer if he or she is unable to respond to a request for assistance.

When able, the licensed humane officer will respond to a request for animal control services within a reasonable amount of time and in a professional and courteous manner. The licensed humane officer shall have the discretion to determine how to respond to these calls for service including but not limited to if citations, quarantines or impoundment of animals is necessary. The licensed humane officer shall have the authority to determine if medical care of the animals is needed and what, if any, transportation and storage of the animals are needed. Kenosha Humane Society shall be used when possible for the storage of any animals. If a different facility is needed, the licensed humane officer shall consult with the Town regarding other options and associated costs. The licensed humane officer shall have the final authority to determine what facility is appropriate based on the facts and circumstances confronted. The costs and fees incurred as a result of dealing with or caring for any animals located in the Town shall be borne by the Town. Further, once an animal is transported and taken to Kenosha Humane Society or other facility, it shall be the Town's responsibility to deal with the animal and arrange for other care, treatment and disposal.

If the licensed humane officer responds to a request for assistance from the Town, he or she will document all hours spent providing animal control services and the costs associated with providing these services. The Town will be charged on a quarterly basis for these fees.

In providing these services, the licensed humane officer shall enforce State Statutes, applicable County ordinances and ordinances of the Town. This includes but is not limited to those set forth in Chapter 173 of the Wisconsin Statutes.

- 4.4 **Reporting:** The Sheriff shall provide to the Town a quarterly 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 Town relating to animal control services. The quarterly report referred to herein shall be delivered to the representative of the Town designated pursuant to Section 4.10.
- 4.5 **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 these services to the Town shall be as determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in the Town and may utilize such personnel on non-Town matters in the event of an emergency or as otherwise deemed necessary.
- 4.6 **Responsiveness:** The Sheriff shall give prompt consideration to all requests of the Town 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.
- 4.7 **Dispute Resolution:** Any conflict between the parties regarding the extent or manner of performance of the general law enforcement services delivered to the Town shall be resolved by the mutual agreement of the parties.
- 4.8 **Representatives:** The Town hereby designates the _____ of the Town standing committee on police and fire as its designated representative for matters pertaining to this contract. The Town and the Sheriff shall confer upon matters concerning the delivery of general law enforcement services to the Town and shall meet to receive requests, complaints or suggestions for the implementation of the delivery of such services. If requested, a command officer, designated by the Sheriff, shall meet with the members of the standing Town 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 quarterly reports furnished pursuant to Section 4.6 shall be discussed between the designated Sheriff's Department supervisor and the Town. In addition, the Town 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.
- 4.9 **Arrests; Citations:** In all instances except those requiring the issuance of state charges, arrests and/or citations issued or made by deputies or animal control officers assigned under this Agreement shall be made under the Town ordinances and forfeitures under Town ordinances shall be paid to the Town. 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 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 Town Municipal Court.
- 4.10 **Courtroom Time:** Deputies or animal control officers assigned under this contract shall cooperate with the Town Attorney in prosecuting Town ordinance violations. It is further agreed that the Sheriff, wherever possible, will cooperate with the Town 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.

5. RESOURCES

- 5.1 County Responsibilities: Except as otherwise stipulated and stated herein, the County shall furnish all labor, vehicles, communication systems and facilities required to provide animal control services to the Town.
- 5.2 Town responsibilities: The Town furthermore agrees to assume the responsibility and associated costs for prosecuting any Town ordinance violations and furthermore agrees to budget, tax and levy for the expenses and costs associated with this contract. The Town shall promptly give the Sheriff written notice of any Court decision or ruling which determines a Town ordinance to be unlawful or unconstitutional.
- 5.3 Individual Ownership: The County and the Town 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 negligence or errors of the Sheriff's personnel in providing animal control and enforcement services to the Town.
- 6.2 Town: The Town shall assume liability for, defend against, and exempt and hold harmless the County from (1) all claims, judgments and legal action, costs or damages for intentional or negligent injury to person or property caused by the Town, and (2) all costs or damages for intentional or negligent injury to person or property arising out of the lawful enforcement of a Town ordinance, it being the intent of the parties hereto that the Town shall assume liability in all respects for any loss caused as a result of the unconstitutionality, vagueness or other impropriety of a Town ordinance.

7. PERSONNEL

- 7.1 Employee Status: All persons employed by the Sheriff in providing law enforcement services to the Town 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 Town employment.
- 7.2 Employee Selection: All deputies engaged in law enforcement service under the terms of this contract shall be selected and employed pursuant to the Kenosha County Civil Service Ordinance.
- 7.3 Payment: The Town 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 Town and the Sheriff shall hold the Town harmless from and indemnify the Town for such costs.

- 7.4 Indemnity: The Town 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 Town, it being understood that the Town is compensating the County for Workmen's Compensation Insurance as part of the fees 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 animal control services to the Town shall be considered and appointed an employee of the Town, and for no other purposes. This provision shall be implemented by a Town ordinance.

9. FEES

- 9.1 Total Fees: The Town agrees to pay the County for all fees incurred in conjunction with these animal control services. This includes reimbursement for the hourly rate and any overtime pay of the licensed humane officer that responds to any request for services in addition to the miscellaneous costs outlined in the Agreement. The Town would also be responsible for paying for any time spent by the licensed humane officer in preparing an animal cruelty case for trial and any associated court or filing fees. The current hourly rate of the humane officer for the County is \$65.89, but this rate may change from time to time and will vary if different licensed humane officers respond to the calls for service.

The Town further agrees to be financially responsible for all costs involved with these services, including but not limited to the costs of transporting, treating, microchipping and storing animals from the Town and any and all costs incurred at the Kenosha Humane Society or other facility. Transportation costs include, but is not limited to, costs associated with transportation equipment, gasoline or mileage reimbursement. The Town further agrees to pay all costs associated with the care of the animals including the provisions of food and water to maintain the animal's health and any veterinary services or services for impounded animals. The Town also agrees to purchase any equipment needed for these animal control services, such as but not limited to, a microchip scanner.

The County will bill the Town for these animal control services on a quarterly basis and provide all necessary documentation. The Town shall pay for these services within thirty (30) days of receipt of the County's billing and provide documentation or a ledger indicating what services are being reimbursed.

- 9.2 The Town shall pay the County quarterly the sum invoiced by KSD, said payment to be adjusted as provided in this contract. Said payment to be made by the Town thirty (30) days after receipt of any invoice.
- 9.3 Computation: Said fees to be paid by the Town 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.
- 9.4 Records: The County agrees it will keep written records containing the actual County costs in providing the services herein, and the Town shall have the right to inspect these records at any reasonable time.

10. TERM

This Agreement shall take effect on _____, 2023 and shall continue through December 31, 2023, 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 thirty (30) days 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. EXECUTION

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

SHERIFF'S DEPARTMENT

By: _____
David Zoerner, Sheriff

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally, came before me this ____ day of _____, 20 ____, the above-named Kenosha County Sheriff, David Zoerner, 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, Wisconsin
My Commission Expires: _____.

KENOSHA COUNTY

By: _____
Samantha Kerkman, County Executive

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally, came before me this ____ day of _____, 20 ____, the above named County Executive, Samantha Kerkman, 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 Office of Executive of Kenosha County and by his authority.

Michelina C. Battellini
Notary Public, Kenosha County, Wisconsin
My Commission Expires: _____.

TOWN OF WHEATLAND

By: _____

By: _____

