

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 Silver Lake Management District to provide water patrol enforcement services to Silver Lake .

Upon approval of this resolution the Sheriff's Department will provide fully reimbursed water patrol enforcement services to the Mangement District as indicated in the attached Inter-Governmental agreement.

Dept./Division Head Signature:  Date: 3/14/24

2. Department Head Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature:  Date: 3/26/24

3. Finance Division Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature:  Date: 3/28/24

4. County Executive Review

Comments:

Action: Approval ☒ Non-Approval ☐


Executive Signature:  Samantha Kerk Date: 3/28/2024

- 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 Silver Lake Management District to Provide Water Patrol Law Enforcement Services to Silver Lake		
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>
Resubmitted <input type="checkbox"/>		
Date Submitted: 4/1/2024	Date Resubmitted:	
Submitted By: Capt Eric 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 public inland lake protection and rehabilitation districts, 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 allows Kenosha County and the Silver Lake Management District to enter into a contract to have Kenosha County's Sheriff's Department provide general law enforcement services, specifically Marine Law Enforcement services on the Silver Lake; and

WHEREAS, Kenosha County, Kenosha County's Sheriff's Department and the Silver Lake Management District 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 Silver Lake Management District authorizes the Kenosha County Sheriff's Department to provide law enforcement services and sets 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 Silver Lake Management District; and

WHEREAS, the Silver Lake Management District Board of Commissioners met on on March 19, 2024 and approved 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 Silver Lake Management District;

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 ____, 2024.
Submitted By:

JUDICIARY AND LAW ENFORCEMENT COMMITTEE

FINANCE/ADMINISTRATION COMMITTEE

**AN AGREEMENT FOR WATER PATROL ENFORCEMENT SERVICES TO BE PROVIDED BY
THE COUNTY OF KENOSHA, WISCONSIN TO
SILVER LAKE MANAGEMENT DISTRICT, WISCONSIN**

This agreement is entered this ____ day of ____, 2024, by and between Kenosha County, hereafter referred to as the County, the County Sheriff, hereafter referred to as the Sheriff, and the Silver Lake Management District, Wisconsin, hereafter referred to as the "Lake District".

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

WHEREAS the County is willing to provide these additional general law enforcement services (water patrol enforcement) to the Lake District 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 water patrol enforcement services to the Lake District located in Kenosha County, Wisconsin, and the Lake District 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, 61.65, 59.03 and pursuant to Kenosha County Board Resolution, and the Village Salem Lakes Ordinances.

3. GENERAL LAW ENFORCEMENT SERVICES DEFINED

The Lake District desires to purchase additional law enforcement services from the Sheriff and County relating to water patrol enforcement services. Specifically, water patrol services consist of patrol and investigation on the inland waters of Silver Lake or the shores immediately contiguous thereto, including the enforcement of all applicable laws in effect in the Lake District. Applicable laws in effect in the Lake District shall include Village of Salem Lakes ordinances or State Statutes or Administrative Code provisions adopted by ordinance or such other laws as are customarily enforced by the County Water Patrol. The County is willing to provide additional these water patrol enforcement services to the Lake District.

4. DELIVERY OF SERVICES

- 4.1 Services Areas: The Sheriff shall provide general water patrol enforcement services on and adjacent to the body of water known as Silver Lake in the Village of Salem Lakes.

- 4.2 Enforcement Responsibilities: The Sheriff shall enforce State Statutes, applicable County ordinances and ordinances of the Village Salem Lakes. 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: The County shall deliver to the Lake District a minimum of eighty (80) hours of water patrol services, not to exceed billings of \$7,000. This water patrol service shall consist of one-half (1/2) day on each weekend, beginning on Memorial Day weekend until the second week of August. The water patrol services shall alternate on mornings and evenings and should enforce no wake ordinances when appropriate.

The Sheriff will have the sole discretion to designate which patrol officers are assigned to work on Silver Lake. The Sheriff also has sole discretion in determining what days and times patrol services will be provided to the Lake District, giving due consideration to any specific requests and parameters set by the Lake District. Further, the Sheriff shall make every effort to comply with the requests for service by the Lake District if they are consistent with good law enforcement practices, but the Sheriff retains final authority to make any final decisions as to the manner and times in which services shall be rendered. The Lake District understands and agrees that in the event that the County is unable to supply water patrol officers at any given time when otherwise previously scheduled, that the County may modify when water patrol services are provided.

In addition to the approximate number of hours of water patrol services contemplated by this paragraph, the Lake District may request that the County provide additional man-hours of water patrol enforcement to be scheduled in a manner mutually agreed upon by the Lake District and the County. An example of additional water patrol activities would be for holidays and special events. All regular and additional service shall be provided by the Sheriff and the County at the rates listed in the Agreement.

The Lake District understands and agrees that the Sheriff's ability to provide these services will be dependent on the availability of County officers. In the event that staffing shortages, competing obligations or emergencies arise in the County, the Sheriff may not be able to provide water patrol officers at a scheduled time. The Lake District shall not be entitled to make any claims or request any damages against the Sheriff, the County or assigned officers if he or she is unable to respond to a request for assistance. Further, the Lake District is not entitled to offset or reduce any of the fees due and owing under the terms of the Agreement.

Nothing in this Agreement shall alter or modify the Sheriff and the County's response to requests for emergencies in the Lake District that does not involve contractually agreed upon water patrol services.

- 4.4 Reporting: The Sheriff shall provide to the Lake District reports of activities generated as a result of this contract for the months of May/June (combined), July, and August. These reports shall include response time and the number of calls for service in and out of the Lake District relating to water patrol services. These reports referred to herein shall be delivered to the representative of the Lake District designated pursuant to Section 4.8.
- 4.5 Service Management: The planning, organization, hiring, assigning, scheduled, direction, supervision, discipline and dismissal of all water patrol personnel and all other matters relating to the delivery of water patrol services to Lake District shall be determined by the Sheriff and the County. The County shall have exclusive authority over the activities of

County's personnel working in the Lake District for water patrol enforcement and may use such personnel as the County deems necessary.

The County shall have the right to determine if water patrol services can be provided or if they should not be provided due to weather, water conditions or other safety concerns. The Lake District shall promptly notify the County if water conditions change (rise or lower) and thereby present a risk of harm to either the County employees or equipment being used to provide the services.

Any requests by the Lake District for alternative, specific or additional services shall be made by Lake District to the Marine Unit Commander for the Sheriff's Department.

- 4.6 Responsiveness: The Sheriff shall give prompt consideration to all requests of the Lake District 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 Lake District shall be resolved by the mutual agreement of the parties. If the parties are not able to agree, the parties will agree on mediation to attempt to resolve any disputes.
- 4.8 Representatives: The Lake District hereby designates Jim Purinton from the Lake District as its designated representative for matters pertaining to this contract. The Lake District and the Sheriff shall confer upon matters concerning the delivery of general law enforcement services to the Lake District 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 Lake District committee on 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 4.4 shall be discussed between the designated Sheriff's Department supervisor and the Lake District. In addition, the Lake District 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 most instances, except those requiring the issuance of state charges or specific Village Salem Lakes ordinances, arrests and/or citations issued or made by deputies assigned under this Agreement shall be made under County ordinances. It is specifically understood by the County and the Lake District that the County has the discretion to determine what citation to write and under what authority. Further, it is of great material consideration that all arrests/citations possible be resolved through Circuit Court rather than through any municipal court. As such, the Sheriff warrants that to the extent feasible, all arrests and/or citations will be written through the County Ordinances.

5. RESOURCES

- 5.1 County Responsibilities: Except as otherwise stipulated and stated herein, the County shall furnish all labor, boats, vehicles, communication systems and facilities required to provide water patrol enforcement services to the Lake District.

- 5.2 Lake District responsibilities: The County agrees to assume the responsibility and associated costs for prosecuting any Village Salem Lakes Ordinances. The Lake District shall promptly give the Sheriff written notice of any Court decision or ruling of which the Lake District becomes aware which determines a Village Salem Lakes ordinance to be unlawful or unconstitutional.
- 5.3 Individual Ownership: The County and the Lake District 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 water patrol and enforcement services to the Lake District.
- 6.2 Lake District: The Lake District shall assume liability for, defend against, and exempt and hold harmless the County from all claims, judgments and legal action, costs or damages for intentional or negligent injury to person or property caused by the Lake District.

7. PERSONNEL

- 7.1 Employee Status: All persons employed by the Sheriff in providing law enforcement services to the Lake District 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 Lake District 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 Lake District 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 Lake District and the Sheriff shall hold the Lake District harmless from and indemnify the Lake District for such costs.
- 7.4 Indemnity: The Lake District 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 Lake District, it being understood that the Lake District 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 water

patrol services to the Lake District shall be considered and appointed an employee of the Lake District, and for no other purposes. This provision shall be implemented by a Village Salem Lakes Ordinance.

9. FEES

- 9.1 The Lake District agrees to pay the County for all fees incurred in conjunction with these water patrol enforcement services. This includes reimbursement for the hourly rate and any overtime pay of the Deputy(s) that responds to any request for services in addition to administrative costs outlined in the Agreement. The Lake District would also be responsible for paying for any time spent by the Deputy(s) in preparing any resulting case for trial and any associated court or filing fees. The current average hourly rate of a Kenosha County Deputy is \$61.84, but this rate may change from time to time and will vary if depending on which Deputy responds to the calls for service. The Lake District will be billed at the current rate of pay for the Deputy assigned.
- (a) Related administrative costs (i.e., costs incurred by the County but for this contract) are set forth in Exhibit "B" and shall include, but not be limited due to enumeration, the following: wages, workmen's compensation, repair, replacements, insurance and bonding, social security, fringe benefits, supplies, account and record keeping, training of deputies, supervision, etc. Wage calculations for this contract can be found on the attached Schedule "A". The County will bill the Lake District for these water patrol services on a quarterly basis and provide all relevant documentation. The Lake District shall pay for these services within thirty (30) days of receipt of County's billing.
- 9.2 Computation: Said fees to be paid by the Lake District 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.
- 9.3 Records: The County agrees it will keep written records containing the actual County costs in providing the services herein, and the Lake District shall have the right to inspect these records at any reasonable time.
- 9.4 Application to WDNR for Reimbursement of Costs: The County will prepare and apply for a Wisconsin DNR Boat Enforcement Patrol Grant for reimbursement to the Lake District of up to 75% of costs incurred pursuant to this contract.

10. TERM

This Agreement shall take effect on ____, 2024 and shall continue through December 31, 2024, 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.

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.

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

SILVER LAKE MANAGEMENT DISTRICT

By: _____

Chairman

Kenosha



County

MEMORANDUM

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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 04/16/2024

SUBJECT: Intergovernmental Agreement to provide water patrol enforcement services to Silver Lake Management District

SUBMITTED BY: Captain Eric Klinkhammer

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

ADDITIONAL INFORMATION (optional):