

DEC 27 2012

**Intergovernmental
Police Protective Services Agreement
By and Between the City of Delavan and the Village of Darien**

This Intergovernmental Agreement, made by and between the City of Delavan ("Delavan"), a political subdivision of the State of Wisconsin, Walworth County and the Village of Darien ("Darien"), a political subdivision of the State of Wisconsin, Walworth County; is entered into pursuant to the authority set forth in § 66.0301, Wis. Stats and § 61.65, Wis. Stats, and is hereby agreed to as follows:

WHEREAS, the Village of Darien desires to contract for police protective services from the City of Delavan; and

WHEREAS, the City of Delavan is willing to provide such police protective services; and

WHEREAS, the City of Delavan and the Village of Darien desire to enter into an Intergovernmental Agreement to provide police services within the boundaries of the Village of Darien; and

WHEREAS, the City of Delavan and the Village of Darien wish to establish the cost of police protective services to be provided by the City of Delavan to the Village of Darien pursuant to this Agreement; and

WHEREAS, the City of Delavan and the Village of Darien recognize the service and cost benefits of intergovernmental cooperation and have determined by the corporate authorities of Delavan and Darien respectively, that this Agreement is in the best interests of the public health, safety and welfare of the citizens of each of the signatory municipalities, and;

WHEREAS, the Village of Darien has established and operates a police department pursuant to § 61.65(1)(a), Wis. Stats, and whereas the Village of Darien now desires to contract with the City of Delavan for the provision of its police services and;

WHEREAS, the City of Delavan has established and operates a police department subject to a Police and Fire Commission, pursuant to § 62.65, Wis. Stats, and has the ability to effectively provide the services to the Village of Darien;

NOW, THEREFORE, the City of Delavan and the Village of Darien in consideration of mutual promises, covenants, conditions and obligations as set forth herein, do hereby enter into this intergovernmental agreement as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to sustain public safety and protect life and property within the Village of Darien through enforcement of local, state and federal laws through the use of City of Delavan police services, for all persons and properties located within the Village of Darien and consistent with intergovernmental cooperation as described in Wis. Stat. Sec. 66.0301, and Wis. Stat. Sec. 61.65.

It is the common belief of the City of Delavan and the Village of Darien that superior and more effective police services can be secured and promoted within the Village of Darien by the joint mutual cooperation of the City of Delavan and the Village of Darien.

ARTICLE 2 DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

- A. **Municipalities.** The City of Delavan ("City") and the Village of Darien ("Village") may be jointly referred to as the "municipalities."
- B. **Chief of Police** means the City of Delavan Police Chief.
- C. **Police Services** means those diverse activities directed toward the attainment of the objectives of enforcing the law, preventing and deterring crime, arresting criminal offenders, maintaining public order, and providing service to the community. Such activities include, but are not limited to: (1) conducting criminal investigations of incidents of crime in order to arrest responsible persons for prosecution; (2) directing and enforcing laws; (3) responding to emergency and non-emergency calls for service; 4) conducting field interviews; (5) arresting criminal offenders; (6) directing and controlling traffic; (7) issuing citations; (8) appearing in Court; (9) receiving and dispatching all 911 calls; and (10) obtaining and maintaining evidence. These activities constitute the comprehensive police services provided each day of the year, on a twenty-four (24) hour per day basis within the jurisdictional boundaries of the Village.

ARTICLE 3 SERVICE PROVISIONS

- A. During the term of this agreement and during any extensions or renewals thereof, Darien shall be treated as an integral part of the City of Delavan Police Department's police district and as an assigned sector ("Darien Sector") of the Department's patrol division. The City will provide one squad car for police protection and services to the Village of the same caliber and scope as those furnished by the City to residents of the City. One squad car will be regularly assigned to the Darien Sector to provide 24 hour coverage seven (7) days a week. The assigned squad may be subject to temporary redeployment for police emergencies to other sectors, police transportation of suspects or others, or in response to a mutual aid request. Conversely squad cars outside of the Darien Sector may be subject to temporary redeployment for police emergencies within the Darien Sector.
- B. The City of Delavan's Police Department's full-time administrative offices shall be maintained in the City of Delavan. A substation shall be provided by the Village of Darien for officers to conduct police services and other community activities. A computer on the Delavan system will be placed in the Darien Substation. Except as may

be provided for in Article 5(C), all communications equipment in the squad car(s) and substation shall be provided by Delavan. The City of Delavan shall not provide any non-sworn clerical staff at the Darien substation, and any and all costs and expenses associated with any non-sworn clerical staff at the Darien substation shall be the sole responsibility of the Village of Darien.

- C. Exterior markings on Darien sector squad cars shall include a reference to the Village of Darien.

ARTICLE 4

AUTHORITY AND CONTROL OF SWORN PERSONNEL

- A. The Chief of Police will direct and manage the daily police operations in the Village and supervise the delivery of police services contracted for in this agreement.
- B. Sworn police officers from the City assigned to the Village, shall take an oath administered by an official authorized by the Village to administer oaths prior to undertaking law enforcement duties pursuant to this agreement to enforce the ordinances of the Village.
- C. Every sworn police officer of the City assigned to the Village shall still be deemed a sworn officer of the City while performing the services, duties and responsibilities hereunder and is vested with the police powers of the City that are necessary to provide the police services within the scope of this Agreement.
- D. Sworn police officers shall be and hereby are vested with the additional power to enforce the applicable ordinances of the City or the Village, to make arrests or issue citations incident to the enforcement of the applicable City and Village ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce the applicable ordinances of the City and the Village is made for the sole and limited purpose of giving official and lawful status to the performance of law enforcement services provided by sworn officers within the Village.
- E. Sworn police officers shall enforce applicable City and Village ordinances and violations of Village traffic ordinances and shall appear in the municipal court of the Village as necessary to prosecute cases made therein. The Village agrees to provide, at its own expense, citation books containing the printed municipal court information electronic versions as well and parking tickets to the uniform patrol officers working within the Village.
- F. All sworn officers, as well as any other City personnel assigned under this Agreement are and will continue to be employees of the City for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievances, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. However, upon termination of this

Agreement, the Village of Darien shall be solely responsible for and reimburse the City of Delavan for any and all employment related costs and expenses for all City of Delavan personnel laid off as a result of the termination of this Agreement until said time that the personnel are hired by any employer or are no longer receiving any employment related compensation or benefits attributable to their employment with the City of Delavan.

- G. All sworn officers, as well as any other sworn personnel assigned under this Agreement are and will continue to be part of the City police department command structure. Police department personnel are under the supervision of the Chief of Police.

**ARTICLE 5
PAYMENT TERMS**

- A. In consideration of these services, the Village of Darien shall pay to the City of Delavan a fixed annual fee payable in 12 equal monthly installments. Payments will be made no later than the 10th day of each month. The initial term of the agreement shall be for three (3) years. The fee for years one (1), two (2) and three (3) shall be as provided below subject to a cumulative adjustment for any wage and/or benefit impacts to sworn personnel (both union and non-union sworn personnel) resulting from union contract negotiations. Pursuant to Sec. 61.65(1)(a)2 said adjustment shall not exceed the amount of the cumulative cost increase, as further set forth on Appendix B.

Year	Fee
2013	\$465,000
2014	\$495,000
2015	\$525,000

- B. The contract shall automatically renew annually thereafter subject to the following maximum fee adjustment calculation. The fee adjustment for each year of the agreement thereafter shall be pursuant to the formula attached as Appendix B.

If the City of Delavan finds it necessary to propose a fee in excess of the amount generated through the adjustment calculation, written notice of this intent must be provide to Darien by November 1 of each and every calendar year, fourteen (14) months in advance of the effective date of the increase. If either party wishes to terminate the agreement after the initial 3 year original term or any year thereafter, written notice of this intent must be provided to the other party no later than January 31st of the year preceding the termination (i.e. if either party wishes to terminate the agreement effective January 1, 2016, they must provide written notice of this intent on or before January 31, 2015).

- C. The Village of Darien shall transfer ownership to the City of Delavan any and all current Village of Darien police equipment, requested by the City to provide services under this

Agreement, including, but not limited to the two newest police vehicles, mobile radios, in-squad computers, sirens and lights and radar units, subject to inspection and verification that the two police newest vehicles are in good working order and should not require replacement or major repairs for a minimum of two years. If maintenance work on the two newest police vehicles is required in order for these vehicles to be operational for the two year period, such repairs shall be done by the Village of Darien prior to the transfer of the vehicles. Any equipment which the City of Delavan does not intend to use, remains the property of the Village of Darien and may be sold by the Village of Darien with any proceeds from the sale of said equipment shall be identified in the Village of Darien budget as police revenue which shall be used to offset the costs under this Agreement.

- D. The Village of Darien hereby agrees to allow the City of Delavan to install, maintain and keep any and all necessary communications equipment on the Village of Darien Water Tower and its surrounding area which is located at the intersection of Hwy 14 and interstate 43, and the parties hereby agree to sign a lease more specifically describing said property in the future. The City of Delavan shall be responsible for the installation and maintenance of said equipment. The City of Delavan hereby agrees to pay a one-time fee of \$3,000.00 to the Village of Darien to allow for the installation and maintenance of communications equipment on the Village of Darien Water Tower. Said payment shall be made on or before January 31, 2013. In exchange for said payment, the Village of Darien hereby agrees to allow the City of Delavan to keep and maintain communications equipment on the Village of Darien Water Tower beyond the term of this Agreement as long as said water tower exists. No additional rent or other payments other than as set forth in this Agreement shall be made to the Village of Darien for said use.

ARTICLE 6

OWNERSHIP OF ASSETS

- A. The Village of Darien shall transfer the ownership of the assets listed on Appendix A to the City of Delavan. In the event of termination of the contract by either party, the ownership of said assets still under the control of the City of Delavan shall be transferred back to the Village of Darien in their "as is" condition.
- B. All real estate buildings and fixtures (hereinafter "facilities") shall remain the property of each of the respective municipalities. Any and all operating costs regarding or relating to these facilities including, but not limited to insurance coverage shall remain the responsibility of the municipality that owns the respective facility.

- C. Any and all assets purchased by the City of Delavan during the term of this agreement shall remain the property of the City of Delavan upon termination of this agreement.

ARTICLE 7

TERMS OF AGREEMENT

- A. The term of this agreement shall be from January 1, 2013 at 0000 hours, through December 31, 2015 at 2400 hours, regardless of the dates of the signatures set forth below. This Agreement shall automatically renew without further action by the City or the Village on the first of each succeeding year for additional one (1) year terms unless previously terminated in accordance with the termination provisions of this Agreement. The parties agree that, as of the termination and/or non-renewal date, the City's obligation to provide police services shall terminate, and that this provision constitutes the agreement for the assumption of these police services by the Village.
- B. In the event of any substantive breach of the terms and conditions of this Agreement, the aggrieved signatory shall notify the signatory alleged to be in breach of the nature of the breach. The signatory alleged to be in breach shall have thirty (30) days to cure the default; if the nature of the default is such that a cure cannot reasonably be effected within the thirty (30) day period, the party shall not be held in default so long as it commences a cure in the thirty (30) day period and diligently pursues completion thereof. Upon default of this Agreement, the non-defaulting party may terminate this Agreement without prejudice and shall have all legal and equitable remedies arising from the breach.
- C. Except in the case of a breach by the City of Delavan in the terms and conditions of this Agreement as outlined in Section B. above, should Darien terminate the Agreement as provided for under Section 3.B of this Agreement, Darien shall reimburse Delavan the costs of unemployment for Delavan personnel laid off as a result of the termination of this Agreement until such time that the personnel are rehired or no longer receiving unemployment compensation.

ARTICLE 8

FINE REVENUES

All revenues resulting from or imposed in connection with citations issued, parking tickets issued or prosecution of ordinance violations of the Village of Darien Ordinances in the Village of Darien shall be paid to the Village of Darien, except for any and all penalties as a result of the Village of Darien False Alarm Ordinance, which said revenues shall be paid to the City of Delavan.

ARTICLE 9

RECORDS

The City of Delavan Police Department will maintain all records relevant to services provided to the Village of Darien under this Agreement.

ARTICLE 10

ANNUAL EVALUATION

It being the intention of the parties to provide for regular communication and annual evaluation and review of police services provided under this Agreement to ensure adequate levels of service to the Village of Darien community, the parties agree that: the City will provide an annual evaluation of police protection services in advance of the regular Village Board January meeting or such other time as agreed to by the parties. The report shall provide a summary of activities for the year, goals for the upcoming year, crime statistics information, call volume and any manpower requirements, including any need for the hiring of additional police officers.

ARTICLE 11

EMPLOYMENT OF FORMER DARIEN POLICE OFFICERS

Any part-time police officer employed with the Village of Darien at the time this Agreement is signed shall not be guaranteed any future employment with the City of Delavan Police Department. Any full-time officer employed with the Village of Darien shall not be guaranteed future employment with the City of Delavan Police Department. However, any full-time Village of Darien police officers currently employed in a full-time capacity with the Village who apply with the City within thirty (30) days of the date of this Agreement shall be hired by the City of Delavan as a full-time officer as long as all qualifications required by the City of Delavan Police Department are met and patrol officer positions are available with the City of Delavan Police Department.

ARTICLE 12

MISCELLANEOUS PROVISIONS

- A. The Village of Darien Village Board shall nominate, and the Mayor of the City of Delavan shall appoint as an ex-officio member, one elected representative from the Village of Darien Village Board to the City of Delavan General Operations Committee (GOC) for the purpose of participating in the discussion on matters only regarding or relating to the police department that come before this Committee. The GOC will act in accordance with Wisconsin state statute 62.09(13)(a).
- B. All notices, requests, or other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand or by mail addressed as follows:

If to the City: Denise Pieroni, City Administrator
City of Delavan Municipal Building
123 South Street
Delavan, WI 53115
(262) 728-5585 - Telephone
(262) 728-4566 - Facsimile

With a copy to: Attorney Steven A. Koch, City Attorney
Seymour, Kremer, Koch & Lochowicz, LLP

23 N. Wisconsin Street
P.O. Box 470
Elkhorn, WI 53121
(262) 723-5003 - Telephone
(262) 723-6003 - Facsimile

If to the Village: Diana Dykstra, Village Administrator
Village of Darien
P.O. Box 97
Darien, WI 53114
(262) 882-3432 - Telephone
(262) 882-5282 - Facsimile

With a copy to: Attorney Bradley J. Lochowicz, Village Attorney
Seymour, Kremer, Koch & Lochowicz, LLP
23 N. Wisconsin Street
P.O. Box 470
Elkhorn, WI 53121
(262) 723-5003 - Telephone
(262) 723-6003 - Facsimile

The date of mailing by registered mail, return receipt requested, shall be deemed to be the date of service of such notice on the other party.

**ARTICLE 13
EXTENSION OF AGREEMENT**

This Agreement may be extended at any time during the term by mutual consent of both parties so long as such extension is approved by official action of the City Council and the Village Board.

**ARTICLE 14
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 15
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and Agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the Village or the City. All parties must sign any subsequent changes in this Agreement.

ARTICLE 16

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. In such an event, the municipality shall promptly meet to discuss how they might satisfy the intent of this Agreement by alternative means.

ARTICLE 17 GOOD FAITH AND FAIR DEALING

The municipalities hereby acknowledge that this Agreement imposes upon them a duty of good faith and fair dealing. It is the intent and desire of the municipalities to work together and engage in intergovernmental cooperation. The municipalities agree to use their best efforts to meet and confer when issues arise pertaining to this Agreement and shall endeavor in good faith to resolve any disputes amicably.

ARTICLE 18 VENUE

This Agreement is governed by the laws of the State of Wisconsin without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, the venue shall be in the Circuit Court of Walworth County, Wisconsin.

ARTICLE 19 INTERPRETATION

This Agreement shall be interpreted as though jointly drafted by both municipalities.

ARTICLE 20 BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors and assigns.

ARTICLE 21 INDEMNITY

- a. It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the Village defend, indemnify and hold harmless the City and its officers, employees or agents from any and all liabilities, losses or damages, including attorney fees and costs of defense, which the City or its officers, employees or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the Village, its employees, officers and agents. The City shall promptly notify the Village of each claim, cooperate with the Village in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the Village's participation.

- b. It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City defend, indemnify and hold harmless the Village and its officers, employees or agents from any and all liabilities, losses or damages, including attorney fees and costs of defense, which the Village or its officers, employees or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. The Village shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.
- c. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

**ARTICLE 22
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

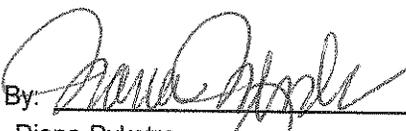
IN WITNESS WHEREOF, the Village and City have executed this Agreement through their duly authorized officers on the day and year first above written.

Dated this ____ day of December 2012,

The Village:

The Village of Darien, Walworth County, WI

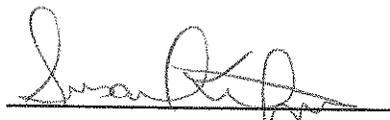
By: 
Evelyn Etten, Village President

By: 
Diana Dykstra
Village Administrator/Clerk-Treasurer

The City:

The City of Delavan, Walworth County, WI

By: 
Mel Nieuwenhuis, Mayor

By: 
Susan Kitzman, City Clerk

**APPENDIX A
Transferred Equipment**

EQUIPMENT TRANSFER DARIEN TO DELAVAN

2013-0101

SQUAD ROOM				
<u>DISC</u>	<u>MAKE/MODEL/MFG</u>	<u>SN/ID#</u>	<u>COST</u>	<u>ACQUIRED</u>
Printer	Brother HL-21	U61946F0J745749	\$149.99	8/5/2010
Monitor	Dell AS501	0X9450-48220-582-02E8		
Keyboard	Dell	CN-0DJ331-71616-05C9		
Tower	Dell	0KX0VD		
laptop	Toughbook/Panasonic			
Scanner/Radio system w/speaker	Motorola, 9000, 800MH	HCN1033C		
Shredder	Staples 22 sheet, crosscut, QUILL		\$224.99	7/28/2010

BOOKING ROOM				
<u>DISC</u>	<u>MAKE/MODEL/MFG</u>	<u>SN/ID#</u>	<u>COST</u>	<u>ACQUIRED</u>
Fingerprint taking bench	Sirchie			
Countertop: 4 cabinet/4 drawer				
Intoximeter (State Owned)	Intox EC/IR II	10112	\$3,000.00	
Printer/Fax/copy (State Owned)	Brother, MFC-8860DN	U61509D8J659179	\$419.98	
Digital Scale	Pelouze PE5			
Charging station w/3 flashlights	Streamlight			

SECRETARY/PT ROOM				
<u>DISC</u>	<u>MAKE/MODEL/MFG</u>	<u>SN/ID#</u>	<u>COST</u>	<u>ACQUIRED</u>
AED	Phillips	602066617	\$3,000.00	3/29/2000
AED	Phillips	804127663	\$3,000.00	3/29/2000
Pro-Laser III w/case	Kustom Signals Inc	PL32700		
Intoximeter	Intoximeter, F-000140-	66604		
Intoximeter	Alcosensor	1041270		
binoculars w/case	Stiener, police			
Taser w/holster	X26	X00-233473	\$1,179.81	
Taser w/holster	X26	X00-234276	\$1,179.81	
Taser w/holster	X26	X00-660214		
digital camera lens	Canon EFS 18-135mm	3842543908		
red gun	ASP, Glock-style #7302			
red gun	ASP, Glock-style #7302			
red gun	ASP, AR-style #7303			
red gun	ASP, AR-style #7303			
red knife	ASP			
red knife	ASP			
printer, laser	Brother, HL5240	U61443G8J663690		
Scanner/Radio system w/speaker	Motorola, MCS2000, 800MHZ			

UNIT: SQUAD 361 Equipment Only				
<u>DISC</u>	<u>MAKE/MODEL/MFG</u>	<u>SN/ID#</u>	<u>COST</u>	<u>ACQUIRED</u>
printer	Pocket Jet 6/Brother			
PBT	Alco-Sensor III	1206927		
AED	Phillips			

UNIT: SQUAD 362				
<u>DISC</u>	<u>MAKE/MODEL/MFG</u>	<u>SN/ID#</u>	<u>COST</u>	<u>ACQUIRED</u>
Squad #362	2011 Chevrolet Tahoe	1GNLC2E07BR305719		
in-squad light bar	EPL8000/Soundoff	ORN41-000		
garage door opener				
spotlight	S40SALOW04/Unity			
radar unit antenna	Eagle	KN26055		
radar unit	Eagle			
traffic radar/hand held	1VQFAL/Falcon HR	FH5721-200-2104-00		
console & installation				
siren system	SC-409/Carson Commander			
mobile remote mount 800 radio				
mobile remote mount 800 radio				
microphone interface box				
window tint meter	TM100	205-10000-77865		
laptop	Toughbook/Panasonic			
docking/mounting station	7160-0318-00/Gambler	C33511AAE072		
wireless system/Sprintcard	60A0E4EA/Sierra Wirele	9610544362		
rifle mounting system (double)	Vertical Weapons System			
printer	PocketJet 6/Brother			
intoximeter	F-000140-01/Alco-Sens	56105		
flashlight	Mag-Lite			
Plexiglass shield/cage barrier	The Body Guard/Setina Mfg Co			
9" stop sticks				
box road safety/accident	paint/21 glow sticks/5flares/tape measure			
first aid kit/bag				
BBP kit				
Blanket				
3 ea safety vests				
3 ea road cones				
Doskocil case w/mask system	2 Scott gas masks, 4 cartritges/045123			
red bag with biohazard gear				
lock out tools	2 ea slim jim, wedge, pump			
AED	Phillips			
O2 tank w/regulator & bag	Chemetron	20030402		
Fire extinguisher	B417/Amerex	K220544		

UNIT: SQUAD 363				
<u>DISC</u>	<u>MAKE/MODEL/MFG</u>	<u>SN/ID#</u>	<u>COST</u>	<u>ACQUIRED</u>
Squad #363	2009 Dodge Charger	2B3KA43V39H597563		
Light bar	MX7000/Code 3			
garage door opener				
spotlight	S04SALOW04/Unity			
Radar Unit Antenna	Kustom	KM26054		
Radar Unit	Kustom/Silver Eagle			
24" Console & Installation				
Master siren/switching system	Touch			
mobile remote mount 800 radio				
mobile remote mount 800 radio				

microphone interface box				
laptop	Toughbook/Panasonic			
docking/mounting station	7160-0318-00/Gambler Johnson			
wireless system/Sprintcard	60A12C57/Sierra Wirele	9610562647		
rifle mounting system (single)	Santa Cruz			
printer	Pocket Jet 6/Brother			
intoximeter	Alco-Sensor FST	62889		
flashlight	Mag-Lite			
Plexiglass shield/cage barrier	The Body Guard/Setina Mfg Co			
9" stop sticks				
box road safety/accident	2 can paint/4 glow sticks/9 flares			
2 ea first aid kit				
BBP kit				
Blanket				
2 ea safety vests				
4 ea road cones				
blue metal case/supplies	misc extra first aid, evidence, ammo			
Doskocil case w/mask system	2 Scott gas masks, 4 cartritges/045123			
red bag with biohazard gear				
lock out tools	2 ea slim jim, wedge, pump			
AED	Phillips			
O2 tank w/regulator & bag	Flotec	MY-473614		
Fire extinguisher	10MB-5H 1995			
metal binder w/forms		5339604		
intoximeter	Alco-Sensor (old)	1039549		

GARAGE				
<u>DISC</u>		<u>SN/ID#</u>	<u>COST</u>	<u>ACQUIRED</u>
Freestyle Mfg: Grey 7x2x8, 4 ea locker, w/1.5x1x8 bench				
DSM Mfg: Black 7x2x6, 3 ea locker, w/1.5x1x6 bench				
3 1/2 cases "Project Safe" gun locks				
Good Year Eagle RS-A Tire, P225/60R16				
8 bike helmets				
large red tool box with tools				
Roadmaster Patrol bike w/helmet		450181		
Raleigh F-500 Patrol bike w/helmet and duty bag				
Honda/TroyBilt 160GCV Powerwasher model 020344		1016114485		
Handtruck				
Kustom signals/Silver Eagle Radar Unit		E23860		
Green wall mounted 1.5x1.5x4.5 mounted gun cabinet				
Black 1x3x6, 18 ea sm locker unit				
NIB 5 gal wet/dry shop vac 5944427				
Lg Animal Kennel				
2 Sm Animal Kennels				
Hotpoint Sm Fridge (evidence)		UKN		

DEPARTMENT GUNS - list provided by Ofc LANKFORD				
<u>DISC</u>		<u>SN/ID#</u>	<u>COST</u>	<u>ACQUIRED</u>
Smith/Wesson - 12 - 3000		FC78685		
High Standard - 12 - Police		3205608		

Remington - 12- 870 Police		A449572M		
Remington - 12- 870 Police		B582452M		
Panther - 223 - AR15		FH25879		
Colt - 223 - AR15		5339604		
Colt - 223 - AR15		4454390		
Ithaca - 45 - M1911		1769716		
US Army - 45 - M1911		N2324576		
Remington - 45 - M1911		2151191		
Colt - 45 - M1911		879479		
Mossberg - 12 - 500		T964339		
Mossberg - 12 - 500		T964345		

SALLYPORT				
<u>DISC</u>		<u>SN/ID#</u>	<u>COST</u>	<u>ACQUIRED</u>
18V Ultra Power cordless drill		UKN		
G2 Sentinel surveillance camera system		G2-115		
Printer (black bag)		UKN		
Evidence Kit				
Rocketfish Carbon fiber tripod				

Note: Highlighted Items obtained through grant and transfer is conditioned on sign-off of funding agency

APPENDIX B
Shared Service Charges

SHARED SERVICE CHARGES

	For Illustrative Purposes		
	Proposed		
	2013		Calculation for Police
	Police Shared Services		Shared Services
	Budget		2016 & Beyond
Total PD Budget ¹		2,807,945	
Cumulative Adjustments - Impacts from Contract Negotiations (Sworn Positions Only) ¹			
Adjustments to Police Shared Services Budget:			
Dispatch Costs		(282,294)	
School Officer Revenues		(67,400)	
Insurance Costs ³			
Law Enforcement Professional Liability		3,104	
Workers Compensation		55,691	
Vehicles		5,250	
PD Allocation - General Liability & Umbrella Policies			
Adjusted 2013 PD Budget		2,522,296	
Shared Service Allocation			
(Based on % Allocation of FT Patrol)			
Delavan, City of ²	15	1,991,286	-
Darien, Village of ²	4	531,010	-
Total Patrol:	19	2,522,296	-
Darien - 2013 ⁴		465,000	
Darien - 2014 ⁴		495,000	
Darien - 2015 ⁴		525,000	

Darien - 2016 & Beyond ^{1&4}

Final 2015 amount may be adjusted annually commencing in 2016; max annual adjustment to the Darien Allocation allowed without further action by the respective governing bodies shall be 5% or the increase generated by 21.05% on total PD Budget adjusted for Dispatch, School Officer Revenue and Insurance Costs whichever is less)

2016 Max: 551,250
2017 Max: 578,812

¹ City is currently negotiating with police union for 2012 and 2013. Budgeted numbers assume no increase. Budget numbers/Allocations to be adjusted by the cumulative impact of contract settlement on all sworn positions. Adjustments for impacts of future contract negotiations to be addressed in this same manner.

² City "patrol" number includes all authorized full-time sworn positions with the exception of the Chief, Captain, Lieutenant and School Officer; Darien number includes the 4 full-time sworn positions required to provide the "patrol service level" based on the current 11 hour shift schedule provided for in the IGA approved December 2012.

³ The total for each of the cost categories adjusted to include Law Enforcement Professional Liability; Workers Compensation, and Vehicles; Impacts to the City's General Liability and Umbrella policies are estimated at \$1,335 and \$400, respectively and have not been included in the total cost numbers