

Res 94
significant

Dane County Contract Cover Sheet

Dept./Division	Sheriff's Office -- Field Services
Vendor Name	Village of Dane
Vendor MUNIS #	8465
Brief Contract Title/Description	Authorizing a contract policing agreement with the Village of Dane.
Contract Term	July 1, 2018 - until canceled by both parties
Total Contract Amount	\$ 37,700

Contract # <small>Admin will assign</small>	13411
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	POS
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)	
	<input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)	
	<input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)	
	<input type="checkbox"/> Bid Waiver – 35,000 or above (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	SHRFLD	Obj Code	Personnel Services	Amount	\$ 31,060
Req #	Org Code	SHRFLD	Obj Code	Operating	Amount	\$ 6,640
Year	Org Code	SHRFLD	Obj Code	NEW Revenue	Amount	\$ 37,700

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.						
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.						
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					Res #	094
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.					Year	2018

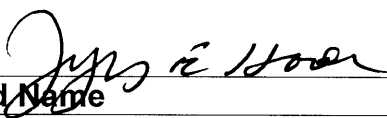
Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
Mia	Received by DOA	6/11/18		
CB	Controller		6/11/18	
Cag	Purchasing	6/15/18	6/15/18	
M	Corporation Counsel	6/14/18	6/15/18	
sl	Risk Management	6/13/18	6/14/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Lillian Radivojevich	Name	Teresa Hughey Groves, Village Clerk/Treasurer
Phone #	(608)284-4801	Phone #	(608)849-5422
Email	radivojevich@danesherriff.com	Email	village of dane.org

Certification: The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Coversheet Signatures

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		6-11-18
	Printed Name	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

Director of Administration	Signature	Date
		6/27/18
	Comments	
Corporation Counsel	Signature	Date
		6/15/18
	Comments	

1 AGREEMENT

2
3
4 Number of Pages, excluding Schedules: 5

5
6 Agreement No.: 13411

7
8 EXPIRATION DATE: _____

9
10 Approvals: _____
11 Corp. Cnsl Risk Mgr. C. O.

12
13 AUTHORITY: Res. 94, 2018

14
15 Department: Sheriff's Office

16
17
18
19 THIS AGREEMENT, made and entered into by and between David J. Mahoney, acting solely in his
20 capacity as Dane County Sheriff (hereinafter referred to as "the Sheriff"), the County of Dane (hereafter,
21 "the County") and the Village of Dane (hereafter, "VILLAGE"),

22
23 WITNESSETH:

24
25 WHEREAS the County, whose address is c/o County Clerk, Room 106A City-County Building, 210 Martin
26 Luther King Jr., Blvd, Madison, WI 53703, finances a Sheriff's Office as required by the laws of this state;
27 and

28
29 WHEREAS the Sheriff, whose address is Room 2000, 115 W. Doty Street, Madison, WI 53703, is the duly
30 elected and qualified Sheriff of the County of Dane and as Sheriff, manages and directs the operations of
31 the Dane County Sheriff's Office in providing police services throughout the territorial limits of the County
32 of Dane; and

33
34 WHEREAS the VILLAGE, whose address is c/o VILLAGE Clerk-Treasurer, 102 W. Main Street, Dane WI
35 53529, pursuant to Wisconsin Statutes §61.65 (1)(a)1., is authorized to provide law enforcement services
36 and desires to have additional police services within the boundaries of the Village of Dane, the VILLAGE
37 being willing to purchase such services from the Dane County Sheriff's Office by a contract pursuant to
38 Wis. Stat §61.65 (1)(a)4.; and

39
40 WHEREAS the Sheriff is willing to assign State of Wisconsin certified sworn law enforcement officers to
41 perform police services within the VILLAGE's boundaries, over and above the level of law enforcement
42 services his office provides other villages, cities and VILLAGES within Dane County, provided the
43 VILLAGE is willing to pay for such services; and

44
45 WHEREAS the County is willing to consent to such an arrangement provided its costs are adequately
46 reimbursed by the VILLAGE; and

47
48 WHEREAS the County and the VILLAGE are authorized to enter into intergovernmental cooperative
49 agreements pursuant to s. 66.30(2), Wisconsin Statutes;

51 NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties
52 hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the
53 Sheriff, the County and the VILLAGE do agree as follows:

54
55 **Section 1. Term.** The term of this Agreement shall commence as of the date by which all parties hereto
56 have executed this Agreement and shall end as of the date any party terminates this agreement in the
57 manner provided for in Section 6 hereof, unless sooner agreed to by all parties. Services provided under
58 this agreement shall commence immediately on June 15, 2018.
59

60 **Section 2. Cost.** The VILLAGE shall reimburse the County its actual cost of providing police services to
61 the VILLAGE under this Agreement. The Sheriff shall maintain and submit to the VILLAGE an account
62 listing the name of each person providing services under this Agreement together with the hours of
63 service provided, to the nearest whole hour, by the 5th of the month following service. The VILLAGE shall
64 reimburse the County in said amount payable by the 25th of the month following service. The VILLAGE
65 shall reimburse the County for all additional direct wages paid to any deputy or deputies for regular and
66 overtime hours provided in connection with the prosecution of the VILLAGE's Ordinances under or
67 pursuant to this Agreement. The County's cost for providing police services shall be calculated according
68 to Schedule A attached hereto.
69

70 (a) Annual adjustment. COUNTY reserves the right to increase its monthly charges to the VILLAGE,
71 to reflect labor agreement settlements affecting the assigned deputy's salary, fringe benefits, and any
72 other increased costs which occur within the term of this Agreement. In addition, COUNTY will bill the
73 VILLAGE retroactively for any increased costs attributable to such labor agreement settlements when
74 COUNTY's costs of providing services under this Agreement are affected thereby. In no event will
75 VILLAGE pay more than the SHERIFF's actual costs for services provided to the VILLAGE.
76

77 (b) If during the term of this Agreement, the governing body of either COUNTY or VILLAGE shall fail to
78 appropriate sufficient funds to carry out that party's obligations under this Agreement, this Agreement
79 shall be automatically terminated as of the date funds are no longer available and without further notice
80 of any kind to any other party. This section shall not relieve VILLAGE of its responsibility to pay for
81 services furnished to VILLAGE prior to the effective date of termination.
82

83 **Section 3. Scope of Services.** The Sheriff will assign 3-4 deputy sheriffs ("the Assigned Deputy"), with
84 all necessary equipment (except an equipped law enforcement vehicle) to provide services to the
85 VILLAGE). It is understood that the deputy sheriffs will serve as the Assigned Deputies on an overtime
86 basis.
87

88 The Assigned Deputies shall also be sworn officers of the VILLAGE.
89

90 (a) Patrol and First Response. The Assigned Deputies will provide patrol functions within
91 boundaries of the VILLAGE. During patrol hours, the Assigned Deputy will provide continuous patrol
92 within the boundaries of the VILLAGE, subject to breaks and those situations which require mutual
93 aid assistance by the County. The unit will be first responder to all dispatched events in the VILLAGE
94 during their scheduled shift. The Assigned Deputy will begin and end the patrol tour from the Village
95 of Dane Office.
96

97 (b) Schedule. VILLAGE will notify SHERIFF when services are needed. Each request for
98 service will be for a minimum of four hours, except for court appearances unless mutually agreed
99 upon. SHERIFF will fulfill the request for service as promptly as possible depending on staff
100 availability. Schedule will be coordinated by the West Precinct Commander.
101

102 SHERIFF will agree to provide Assigned deputies for up to 20 hrs per week, not including court
103 appearance time. The Parties agree that the Assigned Deputy will work hours as agreed upon by
104 the parties. The Assigned Deputy will provide law enforcement services primarily in four hour
105 blocks of time. Schedules will be established as far in advance as possible and VILLAGE shall

106 provide a minimum two week notice if there are any changes to the schedule.
107
108

109 (c) Municipal Code. The Assigned Deputy will enforce all local ordinances for which the VILLAGE
110 empowers him or her and will issue citations using forms supplied by the VILLAGE. For purposes of
111 enforcing the provisions of the Village of Dane Code of Ordinances, references in such Code of
112 Ordinances to "law enforcement office", "police department", or "Village of Dane police department"
113 shall mean the law enforcement services provided under this Agreement. The Assigned Deputy will
114 attend all required court appearances on all municipal citations. The VILLAGE's attorney and or
115 designee will be responsible for the prosecution of those matters in any court proceedings. Overtime
116 wages for hours incurred by the County as a consequence of court appearances by the Assigned
117 Deputy on behalf of the VILLAGE shall be reimbursed to the County by the VILLAGE in accordance
118 with this Agreement.

119
120 (d) Supervision. The Sheriff shall have supervisory control over the personnel providing services
121 under this Agreement. The Sheriff shall retain the final authority to make decisions as to the manner
122 in which services shall be rendered following consultation with the VILLAGE Board and its designees
123 pursuant to this Agreement

124
125 (e) Liaison with Municipality. Consistent with the Sheriff's judgment as to good police practices,
126 every effort will be made to respond to the VILLAGE's needs and desires. The VILLAGE will
127 designate a liaison to provide the Sheriff with any information as to concentration of patrol efforts,
128 special assignments, etc., which the VILLAGE desires. The liaison will deal directly with the West
129 Precinct Commander.

130
131 (f) Fines and Forfeitures. Fines or forfeitures collected by the VILLAGE for State charges shall be
132 turned over to the County and those collected for charges under the VILLAGE's ordinances will be
133 retained by the VILLAGE.

134
135 (g) Vehicles and Equipment. All vehicles furnished by the Village under this Agreement shall
136 reflect markings of the Village of Dane, recognizing the Sheriff's Office partnership. The VILLAGE
137 will provide a fully equipped law enforcement vehicle and shall be responsible for any repairs, parts,
138 service or replacement of the vehicle and it's equipment. All vehicles and other equipment provided
139 by the VILLAGE shall remain property of the VILLAGE. Any equipment provided by the COUNTY
140 shall remain the property of the County.

141
142 **Section 4. Indemnification.** The VILLAGE will defend, hold harmless and indemnify the County and the
143 Sheriff, the officers and employees of each, for any claim brought against them or any of them founded in
144 or growing out of the negligence or improper act of the VILLAGE or conduct of any official, agent or
145 employee of the VILLAGE. The County will defend, hold harmless and indemnify the VILLAGE, its officers
146 and employees, for any claim brought against them or any of them founded in or growing out of the
147 negligence or improper act of the County or conduct of any official, agent or employee of the County,
148 including the Sheriff and the Assigned Deputy. It is expressly understood that the VILLAGE will not
149 defend, hold harmless or indemnify the County and the Sheriff relative to alleged negligence or improper
150 conduct, or both, of any County employee, the Sheriff or the Assigned Deputy. Under this Agreement, the
151 County and the Sheriff are considered to be an independent contractor with the right to control the details
152 of the work performed.

153
154 **Section 5. Renewal of Agreement.** This agreement shall stand automatically renewed for successive
155 single calendar year terms, under the same conditions and provisions as set forth herein, unless
156 SHERIFF's successor in office signifies his or her objection at any time within 10 days of taking office.
157 Action by a newly elected or appointed Sheriff shall comply with the provision of section 6.

158
159 **Section 6. Termination.** Either the County, the Sheriff or the VILLAGE may terminate this agreement by
160 providing 6 months written notice to the other parties. This section shall not relieve the County, the

161 Sheriff, or the VILLAGE of their respective responsibility to furnish or pay for services furnished prior to the
162 effective date of termination.

163
164 **Section 7. Assignment.** No party hereto shall assign any interest in this Agreement without the
165 expresses written consent of the other parties which consent may be withheld at a party's sole discretion.

166
167 **Section 8. Cooperation.** The parties hereto shall commence, carry on and complete their respective
168 obligations under this Agreement with all deliberate speed and in a sound, economical and efficient
169 manner, in accordance with this Agreement and all applicable laws. In providing services under this
170 Agreement, each party agrees to cooperate with the various departments, agencies, employees and
171 officers of the other party.

172
173 **Section 9. Personnel.** The County and the VILLAGE each agree to secure at the party's own expense all
174 personnel necessary to carry out that party's obligations under this Agreement. Such personnel shall not
175 be deemed to be employees of the other party (except that the Sheriff's deputies and employees are also
176 employees of the County) nor shall they or any of them have or be deemed to have any direct contractual
177 relationship with another party.

178
179 **Section 10. Notices.** Notices, bills, invoices and reports required by this Agreement shall be deemed
180 delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached,
181 addressed to a party's address as set forth above. It shall be the duty of a party changing its address to
182 notify the other party in writing within a reasonable time.

183
184 **Section 11. No Waiver.** In no event shall the making of any payment or acceptance of any service
185 required by this Agreement constitute or be construed as a waiver by the party of any breach of the
186 covenants of this Agreement or a waiver of any default of the other party and the Agreement or a waiver of
187 any default of the other party and the making of any such payment or acceptance of any such service by
188 one party while any such default or breach shall exist shall in no way impair or prejudice the right of that
189 party with respect to recovery of damages or other remedy as a result of such breach or default.

190
191 **Section 12. Non-Discrimination, Equal Opportunity Employment**

192 (a) During the term of this Agreement, the parties agree not to discriminate on the basis of age, race,
193 ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural
194 differences, ancestry, physical appearance, arrest record or conviction record, military participation or
195 membership in the national guard, state defense force or any other reserve component of the military
196 forces of the United States, or political beliefs against any person, whether a recipient of services (actual
197 or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be
198 limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff,
199 termination, training, rates of pay, any other form of compensation or level of service(s). The listing of
200 prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law
201 setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or
202 federal law. Each party agrees to post in conspicuous places, available to all employees and applicants for
203 employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and
204 nondiscrimination

205
206 (b) In all solicitations for employment placed on any party's behalf during the term of this Agreement,
207 the hiring party agrees to include a statement to the effect that the hiring party is an "Equal Opportunity
208 Employer."

209
210 **Section 13. Sole Agreement.** This Agreement is intended to be an agreement solely between the
211 parties hereto and for their benefit only. No part of this Agreement shall be construed to add to,
212 supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or
213 parties, including but not limited to employees of any party hereto. The entire agreement of the parties is

214 contained herein and this Agreement supersedes any and all oral agreements and negotiations between
215 the parties relating to the subject matter hereof.

216
217 **Section 14. Amendment.** This Agreement may be amended by mutual written agreement between all
218 parties.

219
220 **Section 15. Non-appropriation of Funds, Suspension of Services.** If during the term of this
221 Agreement, the governing body of either the County or the VILLAGE shall fail to appropriate sufficient
222 funds to carry out that party's obligations under this Agreement, the services provided under this
223 Agreement shall be suspended upon a 10 day written notice to the other party. This section shall not
224 relieve the VILLAGE of its responsibility to pay for services furnished to the VILLAGE prior to the effective
225 date of suspension. Services provided under this Agreement shall be reinstated immediately upon notice
226 by either the County or the VILLAGE that funds therefor have been appropriated.

227
228 IN WITNESS WHEREOF, the parties hereto, either directly or by their respective authorized agents, have
229 caused this Agreement and its Schedules to be executed, as of the dates indicated below.

230

231

232

233

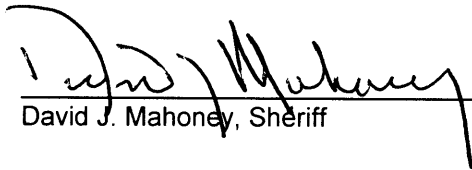
234

BY THE SHERIFF:

235

236

237 Date Signed: 6-8-18


David J. Mahoney, Sheriff

238

239

240

241

FOR THE VILLAGE:

242

243

244 Date Signed: 6-7-18


Roger Schmidt, VILLAGE Chairperson

245

246

247

248

249 Date Signed: 6-7-18


Teresa Hughey Groves, VILLAGE Clerk-Treasurer

250

251

252

FOR THE COUNTY:

253

254

255

256

257 Date Signed: _____

JOSEPH T. PARISI, Co. Exec.

258

259

260

261

262 Date Signed: _____

SCOTT McDONELL, County Clerk

263

264

Village of Dane
Hourly Projection for 2018

Projection-2018**
Overtime Coverage

	<u>Avg. Field Deputy-</u> <u>OT</u>
Deputy's wage with benefits	\$ 67.89
Liability Insurance	\$ 0.55
Initial Training	\$ 0.96
In-service Training	\$ 0.10
 Hourly Deputy's Wage and Support Costs	 \$ 69.50
 Dane County's Indirect Cost (4.3%)	 \$ 2.99
 Total Hourly Cost	 \$ 72.49
 8 hour/week contract cost:	 \$ 30,155.84
 12 hour/week contract cost:	 \$ 45,233.76
 20 hour/week contract cost:	 \$ 75,389.60

**Projections are estimates.
Actual rates based on individual
deputy wages of those working
the contract.

*** Any vehicle parts, repairs
and/or equipment for Village-
Owned vehicle and equipment
must be covered by the
Village.***