

Dane County Contract Cover Sheet

Res 470
Significant

Dept./Division	Sheriff's Office -- Field Services Division	Contract # <small>Admin will assign</small>	13591 + 13591-1
Vendor Name	Village of Dane & Town of Westport	Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Vendor MUNIS #	8465 & 8033	Type of Contract	
Brief Contract Title/Description	Authorizing a police service contract with the Village of Dane and the Town of Westport.	<input type="checkbox"/>	Dane County Contract
Contract Term	January 1, 2019 - until canceled by both parties	<input type="checkbox"/>	Grant
Total Contract Amount	\$ 133,000 Revenue Estimate	<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"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	SHRFFLD	Obj Code	Personnel Services	Amount	
					\$ 87,500	
Req #	Org Code	SHRFFLD	Obj Code	NEW Revenue Obj Code	Amount	\$ 133,000
Year	Org Code		Obj Code		Amount	\$

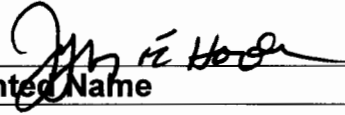
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.						
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.						
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					Res #	470
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					Year	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	12/27/18		
CU	Controller		1/2/19	
PCP	Purchasing	1/3/19	1/3/19	
	Corporation Counsel	1-3-19	1-3-19	
EL	Risk Management	12/27/18	12/27/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Lillian Radivojevich	Name	Teresa Hughey Groves, Village Clerk/Treasurer
Phone #	(608) 255-0043	Phone #	(608)849-5422
Email	radivojevich@danesherrif.com	Email	village of dane.org

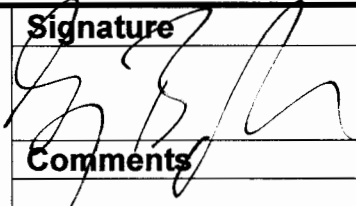

Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		12-19-18
	Printed Name	
	Jeff Hook, Chief Deputy	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		1/4/19
	Comments	
Corporation Counsel	Signature	Date
		1/3/15
	Comments	

1 AGREEMENT

2
3
4 Number of Pages, excluding Schedules: 6

5 Agreement No.: 13591

6
7 EXPIRATION DATE: _____

8
9 Approvals: _____
10 Corp. Cnsl Risk Mgr. C. O.

11
12 AUTHORITY: Res. _____, 2018-2019

13
14 Department: Sheriff's Office

15
16
17
18 THIS AGREEMENT, made and entered into by and between David J. Mahoney, acting solely in his
19 capacity as Dane County Sheriff (hereinafter referred to as "the SHERIFF"), the County of Dane
20 (hereafter, "the COUNTY"), the Village of Dane (hereafter, "the VILLAGE"), and the Town of Westport
21 (Hereafter, "the TOWN").
22

23
24 WITNESSETH:

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

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

34
35 WHEREAS the VILLAGE, whose address is c/o Village Clerk-Treasurer, 102 W. Main Street, Dane WI
36 53529, pursuant to § 61.65(1)(a), Wisconsin Statutes, is authorized to provide law enforcement services
37 and desires to have law enforcement services within the boundaries of the Village of Dane, the Village
38 being willing to purchase such services from the Dane County Sheriff's Office by a contract pursuant to §
39 61.65(1)(a)4., Wisconsin Statutes; and

40
41 WHEREAS the TOWN, whose address is Town Clerk-Treasurer, 5387 Mary Lake Road, Waunakee,
42 Wisconsin, 53597, is authorized to provide law enforcement services and desires to have police services
43 within its boundaries pursuant to Wis. Stat. §60.56 (1)(a) and the TOWN being willing to purchase such
44 services from the Dane County Sheriff's Office by contract pursuant to Wis. Stat §60.56 (1)(a)3.; desires
45 to have additional police services within its boundaries, and TOWN is willing to purchase such services
46 from the Dane County Sheriff's Office; and

47
48 WHEREAS the SHERIFF is willing to assign State of Wisconsin certified sworn law enforcement officers
49 to perform police services within the Village and Town's (hereafter referred to collectively as
50 "MUNICIPALITIES") boundaries, in addition to those services which SHERIFF is required to provide by
51 statute within Dane County, provided the MUNICIPALITIES are willing to pay for such services; and
52

53 WHEREAS the County is willing to consent to such an arrangement provided its costs are adequately
54 reimbursed by the MUNICIPALITIES; and

55
56 WHEREAS the County and the MUNICIPALITIES are authorized to enter into intergovernmental
57 cooperative agreements pursuant to s. 66.0301, Wisconsin Statutes;

58
59 NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties
60 hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the
61 SHERIFF, the COUNTY and the VILLAGE of DANE and TOWN of WESTPORT do agree as follows:

62
63 **Section 1. Term.** The term of this Agreement shall commence no sooner than January 1, 2019 and after
64 all parties hereto have executed this Agreement and shall end as of the date any party terminates this
65 Agreement in the manner provided for in Section 6 herein, unless sooner agreed to by all parties.
66 Services provided under this Agreement shall commence after January 1, 2019 and after the date of the
67 last signature below, whichever is later. The commencement of this Agreement shall supersede and
68 replace all previous agreements for law enforcement services between the parties, except
69 MUNICIPALITIES shall be required to reimburse County for any outstanding expenses arising out of
70 previous agreements.

71
72 **Section 2. Cost.** The MUNICIPALITIES shall reimburse the County its actual cost of providing police
73 services to the Municipalities under this Agreement. COUNTY shall bill for its costs according to the rates
74 set forth in Schedule A, attached hereto and incorporated herein by reference. COUNTY will invoice the
75 VILLAGE of DANE once every four weeks, each invoice covering two consecutive COUNTY pay-periods.
76 VILLAGE will be responsible for making payments to the COUNTY for both the VILLAGE and TOWN.
77 Pursuant to a formula to be mutually agreed upon by VILLAGE and TOWN. Payment to COUNTY is due
78 30 days after date of invoice. Invoices shall specify the name of each deputy providing services under this
79 Agreement together with the hours of service provided, to the nearest whole hour. COUNTY shall be
80 reimbursed its costs plus any overtime the assigned deputies may be required to work under Section 3 of
81 agreement.

82
83 The MUNICIPALITIES shall reimburse the County for all additional direct wages paid to any deputy or
84 deputies for regular and overtime hours provided in connection with the prosecution of the
85 MUNICIPALITIES's Ordinances under or pursuant to this Agreement. The County's cost for providing
86 police services shall be calculated according to Schedule A attached and incorporated herein as though
87 fully stated. By October 1 of each year, County will provide to MUNICIPALITIES an updated Schedule A
88 for the next year.

89
90 (a) Annual adjustment. COUNTY reserves the right to increase its monthly charges to the
91 MUNICIPALITIES, to reflect labor agreement settlements affecting the assigned deputy's salary, fringe
92 benefits, and any other increased costs which occur within the term of this Agreement. The County
93 shall provide the MUNICIPALITIES 30 days prior written notice prior to any such increase. Provided,
94 however, the COUNTY will bill the MUNICIPALITIES retroactively for any increased costs attributable to
95 such labor agreement settlements when COUNTY's costs of providing services under this Agreement
96 are affected thereby.

97
98 **Section 3. Scope of Services.** The Sheriff will assign one deputy sheriff ("the Assigned Deputy"), with all
99 necessary law enforcement equipment and uniforms, to provide services to the MUNICIPALITIES for a
100 regular work period averaging on an annual basis 37.5 hours per week (not including overtime or court
101 time related to this Agreement but including vacation, sick leave, training and other authorized time off
102 work). It is understood that the one deputy sheriff will serve as the Assigned Deputy and that the
103 Assigned Deputy will not be replaced when on vacation, sick leave, training or other absence from work.
104 The Assigned Deputy shall also be a sworn officer of the MUNICIPALITIES.
105

106 The parties acknowledge that from time to time the MUNICIPALITIES may request services which
107 necessitate the Assigned Deputies work overtime or be assisted or replaced by another deputy who is
108 hired on overtime. The MUNICIPALITIES shall be responsible for all such overtime costs.
109

110 (a) Patrol and First Response. The Assigned Deputy will provide patrol functions within
111 boundaries of the MUNICIPALITIES. During patrol hours, the Assigned Deputy will provide
112 continuous patrol within the boundaries of the MUNICIPALITIES, subject to breaks, lunch times,
113 paperwork required to be performed in the precinct office and those situations which require mutual
114 aid assistance by the County. When possible, the unit will be first responder to all dispatched events
115 in the Village. The Assigned Deputy will begin and end the patrol tour from the Dane Police Station.
116

117 (b) Municipal Code. The Assigned Deputy will enforce all local ordinances for which the Village
118 and Town empowers him or her and will issue citations using the County's citation software and
119 records management system. The Village and Town will provide an up to date Code of Ordinances
120 to the County to be added to County's database and shall notify the County of any changes to the
121 ordinances. For purposes of enforcing the provisions of the MUNICIPALITIES Code of Ordinances,
122 references in such Code of Ordinances to "law enforcement office", "police department", or "Village
123 of Dane police department" or "Town of Westport Police Department" shall mean the law
124 enforcement services provided under this Agreement. The Assigned Deputy will attend all required
125 court appearances on all municipal citations for which he or she is subpoenaed. The Village's
126 attorney and or designee will be responsible for the prosecution of those matters in any court
127 proceedings. Overtime wages for hours in excess of the 37.5 hours per week schedule of section 3
128 (intro.) incurred by the County as a consequence of court appearances by the Assigned Deputy on
129 behalf of the MUNICIPALITIES shall be reimbursed to the County by the MUNICIPALITIES in
130 accordance with this Agreement.
131

132 (c) Supervision. The Sheriff shall have supervisory control over the personnel providing services
133 under this Agreement. The Sheriff shall retain the final authority to make decisions as to the manner
134 in which services shall be rendered following consultation with the VILLAGE or TOWN Board and its
135 designees pursuant to this Agreement. The County will work with the MUNICIPALITIES to define and
136 address its law enforcement needs.
137

138 (d) Liaison with Municipality. Consistent with the Sheriff's judgment as to good police practices,
139 every effort will be made to respond to the MUNICIPALITIES needs and desires. Each of the
140 MUNICIPALITIES will designate a liaison to provide the Sheriff with any day to day information as to
141 concentration of patrol efforts, special assignments, etc., which the VILLAGE or TOWN desires. The
142 liaison will deal directly with the West Precinct Lieutenant.
143

144 (e) Fines and Forfeitures. Fines or forfeitures collected by the MUNICIPALITIES for State charges
145 shall be turned over to the County and those collected for charges under the MUNICIPALITIES's
146 ordinances will be retained by the MUNICIPALITIES. The Assigned Deputy shall issue charges under
147 the MUNICIPALITIES's ordinances whenever permitted by law.
148

149 (f) Vehicles and Equipment. The VILLAGE of Dane has one (1) squad car which shall be
150 available for use by the deputy performing services under this Agreement. This vehicle, including
151 equipment will be comparable and compatible to Sheriff's Office vehicles and shall be kept in good
152 working order. Shared costs with the TOWN of WESTPORT shall be determined pursuant to a
153 formula to be mutually agreed upon by VILLAGE and TOWN.
154

155 If the Municipalities desire to replace the VILLAGE squad car with one provided by the COUNTY, an
156 annual fee for use of the vehicle and equipment will be billed monthly to the Municipalities. An
157 estimate of this fee is included in Schedule A, attached. All vehicles and other equipment provided
158 by the COUNTY shall remain the property of the COUNTY.
159

160 The COUNTY and MUNICIPALITIES shall retain title to the property each may acquire to fulfill its
161 obligations under this Agreement.

162
163 (g) Office Space. VILLAGE/TOWN shall provide and maintain an office for the Assigned Deputy's
164 use including a telephone, fax, copier, office supplies and internet connectivity. The COUNTY shall
165 provide a computer capable of interfacing with its records system. MUNICIPALITIES shall also
166 provide cell phones for the Assigned Deputy's use.

167
168 **Section 4. Indemnification.** Each party shall be responsible for the consequences of its own acts,
169 errors, or omissions and those of its employees, boards, commissions, agencies, officers, and
170 representatives and shall be responsible for any losses, claims, and liabilities which are attributable to
171 such acts, errors, or omissions including providing its own defense. In situations of joint liability, each
172 party shall be responsible for the consequences of its own acts, errors, or omissions and those of its
173 employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the
174 parties to impose liability beyond that imposed by state statutes.

175
176 **Section 5. Renewal of Agreement.** This agreement shall stand automatically renewed for successive
177 single calendar year terms, under the same conditions and provisions as set forth herein, unless
178 SHERIFF's successor in office signifies his or her objection at any time within 10 days of taking office.
179 Action by a newly elected or appointed Sheriff shall comply with the provision of section 6.

180
181 **Section 6. Termination.** Either the County, the Sheriff or the MUNICIPALITIES may terminate this
182 agreement by providing 6 months written notice to the other parties. This section shall not relieve the
183 County, the Sheriff, or the MUNICIPALITIES of their respective responsibility to furnish or pay for services
184 furnished prior to the effective date of termination.

185
186 **Section 7. Assignment.** No party hereto shall assign any interest in this Agreement without the express
187 written consent of the other parties which consent may be withheld at a party's sole discretion.

188
189 **Section 8. Cooperation.** The parties hereto shall commence, carry on and complete their respective
190 obligations under this Agreement with all deliberate speed and in a sound, economical and efficient
191 manner, in accordance with this Agreement and all applicable laws. In providing services under this
192 Agreement, each party agrees to cooperate with the various departments, agencies, employees and
193 officers of the other party.

194
195 **Section 9. Personnel.** The County and the MUNICIPALITIES each agree to secure at the party's own
196 expense all personnel necessary to carry out that party's obligations under this Agreement. Such
197 personnel shall not be deemed to be employees of the other party (except that the Sheriff's deputies and
198 employees are also employees of the County) nor shall they or any of them have or be deemed to have
199 any direct contractual relationship with another party.

200
201 **Section 10. Notices.** Notices, bills, invoices and reports required by this Agreement shall be deemed
202 delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached,
203 addressed to a party's address as set forth above. It shall be the duty of a party changing its address to
204 notify the other party in writing within a reasonable time.

205
206 **Section 11. No Waiver.** In no event shall the making of any payment or acceptance of any service
207 required by this Agreement constitute or be construed as a waiver by the party of any breach of the
208 covenants of this Agreement or a waiver of any default of the other party and the Agreement or a waiver of
209 any default of the other party and the making of any such payment or acceptance of any such service by
210 one party while any such default or breach shall exist shall in no way impair or prejudice the right of that
211 party with respect to recovery of damages or other remedy as a result of such breach or default.

212
213 **Section 12. Non-Discrimination, Equal Opportunity Employment**

214 (a) During the term of this Agreement, the parties agree not to unlawfully discriminate on the basis of
215 age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin,
216 cultural differences, ancestry, physical appearance, arrest record or conviction record, military
217 participation or membership in the national guard, state defense force or any other reserve component of
218 the military forces of the United States, or political beliefs against any person, whether a recipient of
219 services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall
220 include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment,
221 advertising, layoff, termination, training, rates of pay, any other form of compensation or level of service(s).
222 The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or
223 federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in
224 state or federal law.

225
226 (b) In all solicitations for employment placed on any party's behalf during the term of this Agreement,
227 the hiring party agrees to include a statement to the effect that the hiring party is an "Equal Opportunity
228 Employer."

229
230 **Section 13. Sole Agreement.** This Agreement is intended to be an agreement solely between the
231 parties hereto and for their benefit only. No part of this Agreement shall be construed to add to,
232 supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or
233 parties, including but not limited to employees of any party hereto. The entire agreement of the parties is
234 contained herein and this Agreement supersedes any and all oral agreements and negotiations between
235 the parties relating to the subject matter hereof.

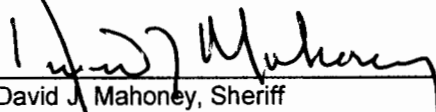
236
237 **Section 14. Amendment.** This Agreement may be amended by mutual written agreement between all
238 parties.

239
240 **Section 15. Non-appropriation of Funds, Suspension of Services.** If during the term of this
241 Agreement, the governing body of either the County or the MUNICIPALITIES shall fail to appropriate
242 sufficient funds to carry out that party's obligations under this Agreement, the services provided under this
243 Agreement shall be suspended upon a 10 day written notice to the other party. This section shall not
244 relieve the MUNICIPALITIES of its responsibility to pay for services furnished to the MUNICIPALITIES prior
245 to the effective date of suspension. Services provided under this Agreement shall be reinstated
246 immediately upon notice by either the County or the MUNICIPALITIES that funds therefor have been
247 appropriated.

248
249 IN WITNESS WHEREOF, the parties hereto, either directly or by their respective authorized agents, have
250 caused this Agreement and its Schedules to be executed, as of the dates indicated below.

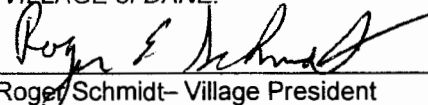
251
252
253 BY THE SHERIFF:

254
255
256 Date Signed: 12/14/18


David J. Mahoney, Sheriff

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259
260 FOR THE VILLAGE of DANE:

261
262 Date Signed: 11-14-18


Roger Schmidt- Village President

263
264
265 Date Signed: 11-14-18



Teresa Hughey Groves- Village Clerk-Treasurer

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Date Signed:

12/12/18

FOR THE TOWN OF WESTPORT:



Thomas G. Wilson-Admin-Town Clerk-Treasurer

FOR THE COUNTY:

Date Signed:

JOSEPH T. PARISI, Co. Exec.

Date Signed:

SCOTT McDONELL, County Clerk

**Village of Dane & Town of Westport
Schedule A
Projections for 2019**

Contract for 1 FTE with VDAN, who then bills TWES

	Total Annual Cost Avg. Deputy	50% Cost Avg. Deputy
Deputy's Hourly Wage with Benefits	\$ 63.55	\$ 63.55
Liability Insurance	\$ 0.74	\$ 0.74
Initial Training	\$ 0.70	\$ 0.70
<small>(Initial costs determined by cost at time of original contract)</small>		
Inservice Training	\$ 0.17	\$ 0.17
Portable Radio Depreciation	\$ 0.25	\$ 0.25
 Hourly Deputy Wage & Support Costs	 \$ 65.41	 \$ 65.41
 One FTE is 1950 hours <small>(calculates to ave 18.75 hours per week for each site)</small>	 1950	 975
 Projected Annual Cost for Personnel	 \$ 127,549.50	 \$ 63,774.75

VEHICLE & EQUIPMENT PROVIDED BY VILLAGE OF DANE

Dane County Indirect Costs <small>Main office at VDAN, used Village indirect percentage</small>	\$ 5,484.63	\$ 2,742.31
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Estimated Annual Cost - 1 FTE, no Vehicle	\$ 133,034.13	\$ 66,517.06
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VDAN Expenditure

VDAN Revenue

PROJECTED VEHICLE COSTS FOR OPTIONAL COUNTY-PROVIDED VEHICLE

	Total Annual Cost	50% Cost
Vehicle Depreciation <small>three year straight line at \$8,313.33 per year</small>	\$ 8,313.33	\$ 4,156.67
Vehicle Insurance \$168.08 annual <small>\$168.08 annual</small>	\$ 168.08	\$ 84.04
Vehicle Equipment Depreciation <small>six year straight line at \$6,341.83 per year</small>	\$ 6,341.83	\$ 3,170.92
Vehicle Maintenance <small>projected to be \$2,386.33 annual</small>	\$ 2,386.33	\$ 1,193.17
Supply Fee <small>projected to be \$83.52 annual</small>	\$ 83.52	\$ 41.76
 Projected Annual Cost for Vehicle	 \$ 17,293.09	 \$ 8,646.55

cell phone is provided by the contract site

Subtotal (1 FTE) Personnel, Support and Vehicle	\$ 144,842.59	\$ 72,421.30
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Dane County Indirect Cost <small>7.9% for contract not providing office space, and office equipment; 4.3% when that is provided; VDAN is fully equipped, TWES has satellite office</small>	\$ 6,228.23	\$ 3,114.12 <small>50% of VDAN</small>
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Estimated Annual Cost - 1 FTE w/Vehicle	\$ 151,070.82	\$ 75,535.41
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VDAN Expenditure

VDAN Revenue