

Res 297

# CONTRACT COVERSHEET

*NOTE: Shaded areas are for County Executive review.*

<b>DEPARTMENT</b> Public Safety Communications	<b>CONTRACT/ADDENDUM #:</b> <div style="font-size: 1.5em; text-align: center;">11843</div>																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border-bottom: 1px solid black;">Contract</td> <td style="width: 40%; border-bottom: 1px solid black; text-align: center;">If Addendum, please include original contract number</td> <td style="width: 30%; border-bottom: 1px solid black;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Contract		If Addendum, please include original contract number	Addendum																									
↓			↓																									
<input type="checkbox"/>		POS	<input type="checkbox"/>																									
<input type="checkbox"/>		Co Lesse	<input type="checkbox"/>																									
<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>																										
<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>																										
<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>																										
<input type="checkbox"/>	Property Sale	<input type="checkbox"/>																										
<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>1/1/14</u> To: <u>12/31/15</u>																												
4. Amount of Contract or Addendum <b>\$4,166.50 per month</b>																												
5. Purpose: Receive and process calls regarding requests for statewide Amber Alert and DOJ's drug hotline.																												
6. Vendor or Funding Source: <b>WI Department of Justice</b>																												
7. MUNIS Vendor Code: <b>2155</b>																												
8. Bid/RFP Number:																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO              Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. <u>PSC 83165</u> Amount \$ <u>50,000.00</u> Account No. & Amount, Org. & Obj. _____      Amount \$ _____ Account No. & Amount, Org. & Obj. _____      Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO      If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																												
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval																												

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
Received	_____	<u>3-26-14</u>	_____
Controller	_____	_____	<u>3/28/14</u>
Corporation Counsel	_____	<u>3-31-14</u>	<u>3-31-14</u>
Risk Management	_____	<u>3/28/14</u>	<u>3/31/14</u>
ADA Coordinator	_____	<u>3/28/14</u>	<u>3/31/14</u>
Purchasing Agent	_____	<u>3/31/14</u>	<u>3/31/14</u>
_____ County Executive	_____	_____	_____

### VENDOR

<b>Vendor Name &amp; Address</b> Wisconsin Dept of Justice
<b>Contact Person</b> Amy J Schroeder
<b>Phone No.</b> 266-1979
<b>E-mail Address</b> schroederaj@doj.state.wi.us

**Footnotes:**


1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>Rick Lange, Operations Manager</u> Dept.: <u>Public Safety Communications</u> Phone: <u>267-3912</u> Mail Address: <u>Room 109, CCB</u> E-mail: _____
--

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 3/26/14 Signed:   
 Telephone Number: 267-3912 Print Name: Rick Lange

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
 Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
 Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
 Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT is made and entered into this 1st day of January, 2014, by and between the State of Wisconsin (the "State") and The Dane Co. Public Safety Communications Department ("the Contractor").

**RECITALS**

**WHEREAS**, the State and the Wisconsin Department of Justice ("the Department") desire to engage the professional services of the Contractor to provide telephone answering services and call processing services for the Wisconsin Drug Tip Line and Amber Alert Line; and

**WHEREAS**, the Contractor has expressed a desire and willingness to provide such professional services to the State and the Department; and

**WHEREAS**, it appears that it is in the best interests of the State and the Department to enter into this contract; and

**WHEREAS**, it appears that such professional services can be provided to the State and the Department more economically and efficiently by entering into this contract rather than by current state employees or by hiring permanent, project, or limited term employees;

**AGREEMENT**

**NOW, THEREFORE**, in consideration for the promises and commitments hereinafter set forth, the parties hereby agree as follows:

1. **SCOPE OF PROFESSIONAL SERVICES TO BE PROVIDED.** The Contractor shall provide the following services in accordance with the best professional standards:

**A. Wisconsin Drug Tip Line**

- 1) Answer telephone calls forwarded from the Wisconsin Drug Tip Line (WDTL) 800 line (1-800-622-3784) twenty-four hours per day, seven days per week.
- 2) Interview callers to obtain pertinent information as it relates to alleged drug trafficking.
- 3) Maintain a log of all telephone calls received from the WDTL 800 line. Information retained in the log must include the date of call, time of call, person handling the call, what was reported and the action taken.

- 4) Electronically record all telephone calls received from the WDTL 800 line.

**A. Wisconsin Drug Tip Line (cont.)**

- 5) Provide a copy (paper or electronic) of the call log for the previous day(s) to the DCI Headquarters by 10:00 AM, Monday through Friday. The call log for the weekend will be due the following Monday morning.
- 6) Provide a copy of all call recordings for the previous day(s) to the DCI Headquarters by 10:00 AM, Monday through Friday. The call recordings for the weekend will be due the following Monday morning.
- 7) Provide staff and equipment to ensure that when a call is forwarded from the WDTL 800 line, a person answers the call within three (3) rings.
- 8) Provide back-up services to the DCI in the event of equipment failure or when special circumstances arise that affect DCI's ability to operate the WDTL. It is anticipated that the necessity for back-up service will be less than 5 days per year.

**B. Amber Alert / Endangered Missing**

- 1) The Dane County Public Safety Communications Center (DCPSCC) will answer Amber Alert telephone calls from Wisconsin law enforcement agencies 24 hours per day, including weekends and holidays.
- 2) All Wisconsin law enforcement agencies are to contact the DCPSCC to request an Amber Alert activation for a child abduction.
- 3) The DCPSCC's on-duty supervisor will confirm the accuracy of information provided by the law enforcement agency requesting the Amber Alert.
- 4) The DCPSCC's on-duty supervisor will contact the on-call DOJ/DCI director/designee for approval to activate an Amber Alert.

If Amber Alert criteria have not been met, the DOJ/DCI director/designee has the option to offer instead the Endangered Missing Person Alert.

- 5) DCPSCC will post the Amber Alert or Endangered Missing Person information to the appropriate websites. DCPSCC will also post updates, as well as the deactivation, to the websites.
- 6) DCPSCC will post the Amber Alert or Endangered Missing Person information to an electronic notification system selected by DCI. DCI will provide appropriate training on the use of the notification system. This notification system may include email, SMS text, and fax.
- 7) The DCPSCC's on-duty supervisor will issue a statewide administrative message via the TIME system to law enforcement agencies with details about the child abduction.
- 8) DCPSCC must maintain a log of all Amber Alert telephone calls/ Amber Alert documents (forms), to include:
  - Name of the LE agency requesting the Amber Alert
  - Name of the LE officer requesting the Amber Alert
  - Requesting agency telephone number
  - Requesting agency cell number
  - Requesting agency fax number
  - Requesting agency e-mail address
  - Date of call
  - Time of call
  - Operator taking the call
  - Shift supervisor's name and telephone number
- 9) DCPSCC will provide an electronic copy of timeline/documents for the Amber Alert to the Wisconsin Clearinghouse within 48 hours.
- 10) DCPSCC will provide sufficient staff and equipment to ensure that Amber Alert calls are answered within three (3) rings.
- 11) An Amber Alert Review Committee will review all Amber Alert activations. It is highly recommended that a DCPSCC member be assigned to be part of the Amber Alert Review Committee.

2. **TERM OF CONTRACT.** The contract term shall be for two years from the effective date of January 1, 2014 with the option, by mutual agreement, to renew for three additional one-year periods. In the event the Department elects to terminate the contract, a 45 day written notice will be provided to the contractor.

3. **ENTIRE AGREEMENT.** This contract contains the entire agreement between the parties. This contract may not be amended, modified or altered except in a writing signed by all of the parties hereto.

4. **APPLICABLE LAW.** This contract shall be governed and interpreted under the laws of the State of Wisconsin. The Contractor shall at all times comply with and

observe all federal, and local laws, ordinances and regulations in effect during the period of this contract which affect the work or its conduct.

5. **PROHIBITION AGAINST ASSIGNMENT OF CONTRACT.** The Contractor shall not assign this contract or any portion of the professional services to be provided hereunder to another person or party without the prior written consent of the Department.

6. **SUBCONTRACTORS.** The Contractor shall be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the Contractor must clearly explain their participation.

7. **PROHIBITION AGAINST ENGAGING SERVICES OF CURRENT STATE EMPLOYEES.** The Contractor shall not hire, employ or engage the services of any person or persons now employed by the State, including any department, independent agency, commission or board thereof, without the prior written consent of the employer of such person or persons and the Department.

8. **NONDISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

Contracts of more than twenty-five thousand dollars (\$25,000) require submission of an affirmative action plan within 15 working days of the award of the contract. Technical assistance regarding this requirement is available from Mary Casey, Director of Human Resources, Department of Justice, and P.O. Box 7857, Madison, WI 53707-7857; phone 608/266-0461. A contractor with a work force of less than 25 employees is exempt from submitting a Plan.

9. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is understood, intended and agreed that this contract shall not be construed to create an employee/employer relationship between the Department and the Contractor.

10. **CONFIDENTIALITY.** Contractor acknowledges that some of the information it may become privy to in the performance of this Agreement is of a confidential nature and Contractor shall make all reasonable efforts to ensure that no such confidential information is disseminated by it or its employees except as directed by the Department.

Contractor agrees to maintain the confidentiality of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the Department's or other manufacturer's, vendor's or distributor's to which Contractor or any

Contractor's personnel may gain access while engaged by the Department or while on Department premises. The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Contractor or its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in this Agreement on behalf of or under the rights of Contractor following any termination. Contractor shall advise all Contractor's agents, employees, successors, assigns and subcontractors which are engaged by the Department of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for disputes which arise as a result of noncompliance by Contractor, its agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

**11. OWNERSHIP OF REPORTS, DOCUMENTS AND OTHER MATERIALS.**

All reports, documents and other materials produced by the Contractor, containing Wisconsin Department of Justice information or data, in connection with the professional services provided under this contract shall remain the sole property of the State. The Contractor shall not use such reports, documents and other materials for any other purpose without the prior written consent of the Department.

**12. STATE LIAISON; CONTRACT ADMINISTRATION.** All contact for contractual issues including authorizations and consents will be handled by the following personnel.

WI DEPARTMENT OF JUSTICE  
David S. Matthews, Administrator  
Division of Criminal Investigation  
17 W. Main St., 5<sup>th</sup> Floor  
325  
Madison, WI 53703  
(608) 266-1671

DANE COUNTY  
John Dejung, Director  
Dane Co. Public Safety Communication  
210 Martin Luther King Jr. Blvd., Rm  
Madison, WI 53703  
(608) 267-1911

**13. TERMINATION OF CONTRACT.** This contract may be terminated by either party for the following conditions:

Shall either party fail to perform under the terms of this contract, the aggrieved party must notify the other party in writing as to the nature of the problem. The defaulting party will be allowed 60 days from the written notice to correct the problem. If the problem is not corrected within the 60 day period, the aggrieved party may terminate the contract. Performance failure can be defined as but not limited to failure to provide any of the conditions outlined in this contract.

If the Department terminates the contract, the Department's liability is limited to the actual costs incurred by the Contractor as of the date of termination, plus any non-cancellable commitments made in reliance on the contract and termination expenses having prior written approval of the Department. If the Contractor terminates the contract, the Contractor will refund to the Department any payment made by the Department to the Contractor which exceeds actual costs incurred by the Contractor as of the date of termination.

All notices of performance failure must be submitted in writing to the Department Purchasing office. Purchasing shall be final authority for all performance resolutions not resolved through the ordering division.

If at any time the Contractor performance threatens the health and/or safety of the Department, the Department has the right to cancel and terminate the contract without notice.

Either party may discontinue this contract, in whole or in part, without penalty at any time due to non-appropriation of funds.

14. **LEGAL RELATIONS.** The Department and the Contractor agree that, as related to an interagency contract, any loss or expense (including costs and attorney fees) by reason of liability imposed by law, will be charged to the party responsible for the officer, employee or agent whose activity caused the loss or expense.

15. **EXAMINATION OF RECORDS.** The Department and its duly authorized representative shall have access to and the right to examine, audit, copy, excerpt and transcribe any and all books, documents, papers and records prepared, kept and maintained by the Contractor in connection with the professional services provided hereunder. Such material shall be retained by the Contractor for three years following the termination of this contract.

16. **PAYMENT TERMS.** In consideration for the professional services to be provided hereunder, the Department agrees to pay the Contractor the sum of \$50,000 per year. Costs in excess of this maximum will not be reimbursed unless there is a prior, written amendment to this contract.

Invoices shall be submitted monthly at a rate of \$4,166.50 per month. Invoices shall be directed to Heather Blicharz, Division of Criminal Investigation (DCI), Department of Justice, 17 W. Main Street, Madison, WI 53707-7857. The Department will normally pay properly submitted Contractor invoices within thirty (30) days of receipt, providing services have been delivered and accepted as specified. A good-faith dispute creates an exception to prompt payment.

17. **FORCE MAJEURE.** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

18. **VENUE; JURISDICTION.** Any judicial action relating to the construction, interpretation, or enforcement of this contract shall be brought and venued in the Dane County Circuit Court in Madison, Wisconsin; provided, however, that nothing herein shall be construed to waive any sovereign immunity or other defenses that the State or the Department of Justice may have under applicable Wisconsin law. The Contractor hereby



consents to personal jurisdiction in the Dane County Circuit Court, and waives any jurisdictional defenses that the Contractor otherwise might have relating thereto.


19. **EFFECTIVE DATE.** This contract shall become effective upon acceptance and execution by the Department of Justice.

**IN WITNESS WHEREOF**, the parties have executed this contract as of the first set date set forth above.

**CONTRACTOR**

  
\_\_\_\_\_  
John Dejung, Director  
Dane Co. Public Safety Communications

**WI DEPARTMENT OF JUSTICE**

  
\_\_\_\_\_  
Bonnie Cyganek, Administrator  
DOJ Division of Management Services

\_\_\_\_\_  
Joe Parisi  
Dane County Executive