

Res 397

Dane County Contract Cover Sheet

Dept./Division	Sheriff's Office Field Services Division
Vendor Name	Village of Rockdale
Vendor MUNIS #	8473
Brief Contract Title/Description	Authorizing a contract for additional police service with the Village of rockdale.
Contract Term	January 1, 2020 until canceled by both parties
Total Contract Amount	\$ 3,733

Contract # <small>Admin will assign</small>	13847
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<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"/> \$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	
						\$ 3,106
Req #				80573	Amount	\$ 3,733
Year					Amount	\$

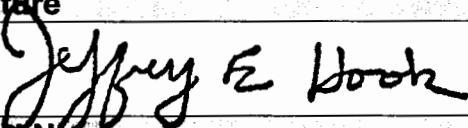
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res #
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year
			397 2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
NGT	Received by DOA	11/25/19		
cu	Controller		11/26/19	
Cac	Purchasing	12/2/19	12/2/19	
	Corporation Counsel	11/27/19	12/2/19	
	Risk Management	11/27/19	11/27/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Lillian Radivojevich	Name	Linda Dieckhoff
Phone #	(608) 284-4801	Phone #	(608) 423-1497
Email	radivojevich@danesherriff.com	Email	rockdale4@frontier.com
Address	PSB, 115 West Doty Street, Madison, WI 53703	Address	Village of Rockdale, PO Box 160, Cambridge, WI, 53523

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
		11/21/19
	Printed Name	
	Jeffrey E. Hook, Chief Deputy	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

AUTHORIZING A POLICE SERVICE CONTRACT WITH THE VILLAGE OF ROCKDALE

The Village of Rockdale, located in Dane County, Wisconsin, has requested the Dane County Sheriff's Office provide police service, above and beyond service already provided, within boundaries of said Village, and have agreed to compensate Dane County for the cost of assigning certified sworn law enforcement officers, including necessary vehicle and equipment, on an overtime basis, to perform such services. Potential revenue in 2020 is estimated to be \$3,733.

The Village of Rockdale has authorized the Village President and the Village Clerk-Treasurer to enter into an agreement with Dane County and the Dane County Sheriff's Office to contract for the above-described contract police service.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Sheriff, Dane County Executive, and Dane County Clerk are authorized to enter into a contract for police service with the Village of Rockdale; the contract shall stand automatically renewed for successive single calendar year terms under the same conditions and provisions set forth within said contract; and

BE IT FURTHER RESOLVED that the Dane County Sheriff's Office is authorized to provide contract police service to the Village of Rockdale on an overtime basis; and

BE IT FURTHER RESOLVED that on behalf of the County of Dane, the County Clerk and County Executive are authorized to execute an agreement embodying the above provisions; and

BE IT FINALLY RESOLVED that \$3,733 is appropriated as additional revenue in the 2020 Budget for Sheriff, Field Services, Inter-Agency Revenue – Rockdale (SHRFFLD-80573) and is credited to the General Fund; and that \$3,106 is transferred from the General Fund to the following Sheriff's Office accounts:

Field Services - Overtime Inter-Agency (SHRFFLD - 10034)	\$2,485
Field Services - Retirement Fund (SHRFFLD - 10099)	\$335
Field Services - Social Security (SHRFFLD - 10108)	\$190
Field Services – Workers Comp (SHRFFLD – 10189)	\$96
Total	\$3,106

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AGREEMENT

Number of Pages, excluding Schedules: 5

Agreement No.: 13847

EXPIRATION DATE: _____

Approvals: _____
Corp. Cnsl Risk Mgr. C. O.

AUTHORITY: Res. _____, 2019-2020

Department: Sheriff's Office

THIS AGREEMENT, made and entered into by and between David J. Mahoney, acting solely in his capacity as Dane County Sheriff (hereinafter referred to as the "SHERIFF"), the County of Dane (hereafter, the "COUNTY") and the Village of ROCKDALE (hereafter, "VILLAGE"),

WITNESSETH:

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

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

WHEREAS the VILLAGE, whose address is c/o VILLAGE Clerk-Treasurer, 208 Benton St., P.O. Box 160 Cambridge, Wisconsin, 53523-0160 pursuant to Wisconsin Statutes §61.65 (1)(a)1., is authorized to provide law enforcement services and desires to have additional police services within the boundaries of the Village of ROCKDALE, the VILLAGE being willing to purchase such services from the Dane County Sheriff's Office by a contract pursuant to Wis. Stat §61.65 (1)(a)4.; and

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

WHEREAS the COUNTY is willing to consent to such an arrangement provided its costs are adequately reimbursed by the VILLAGE; and

WHEREAS the COUNTY and the VILLAGE are authorized to enter into intergovernmental cooperative agreements pursuant to s. 66.0301, 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 January 1, 2020.
59

60 **Section 2. Cost.** The VILLAGE shall reimburse the COUNTY its actual cost of providing police services
61 to the VILLAGE under this Agreement. The SHERIFF shall maintain and submit to the VILLAGE an
62 account listing the name of each person providing services under this Agreement together with the hours
63 of service provided, to the nearest whole hour, by the 5th of the month following service. The VILLAGE
64 shall reimburse the COUNTY in said amount payable by the 25th of the month following service. The
65 VILLAGE shall reimburse the COUNTY for all additional direct wages paid to any deputy or deputies for
66 regular and overtime hours provided in connection with the prosecution of the VILLAGE's Ordinances
67 under or pursuant to this Agreement. The County's cost for providing police services shall be calculated
68 according 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 1 deputy sheriffs ("the Assigned Deputy"), with
84 all necessary equipment and a vehicle to provide services to the VILLAGE. It is understood that the
85 deputy sheriffs will serve as the Assigned Deputy on an overtime basis.
86

87 The Assigned Deputy shall also be sworn officers of the VILLAGE.
88

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

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

101 SHERIFF will agree to provide the Assigned deputy for up to 4 hrs per month, not including court
102 appearance time. The Parties agree that the Assigned Deputy will work hours as mutually agreed
103 upon by the parties. The Assigned Deputy will provide law enforcement services primarily in four
104 hour blocks of time. Schedules will be established as far in advance as possible and VILLAGE
105 shall provide a minimum two week notice if there are any changes to the schedule.

106
107 (c) Municipal Code. The Assigned Deputy will enforce all local ordinances for which the VILLAGE
108 empowers him or her and will issue citations using forms supplied by the VILLAGE. For purposes of
109 enforcing the provisions of the Village of ROCKDALE Code of Ordinances, references in such Code
110 of Ordinances to "law enforcement officer", "police department", or "Village of ROCKDALE police
111 department" shall mean the law enforcement services provided under this Agreement. The Assigned
112 Deputy will attend all required court appearances on all municipal citations. The VILLAGE's attorney
113 and or designee will be responsible for the prosecution of those matters in any court proceedings.
114 Overtime wages for hours incurred by the COUNTY as a consequence of court appearances by the
115 Assigned Deputy on behalf of the VILLAGE shall be reimbursed to the COUNTY by the VILLAGE in
116 accordance with this Agreement.

117
118 (d) Supervision. The SHERIFF shall have supervisory control over the personnel providing
119 services under this Agreement. The SHERIFF shall retain the final authority to make decisions as to
120 the manner in which services shall be rendered following consultation with the VILLAGE Board and
121 its designees pursuant to this Agreement

122
123 (e) Liaison with Municipality. Consistent with the SHERIFF's judgment as to good police practices,
124 every effort will be made to respond to the VILLAGE's needs and desires. The VILLAGE will
125 designate a liaison to provide the SHERIFF with any information as to concentration of patrol efforts,
126 special assignments, etc., which the VILLAGE desires. The liaison will deal directly with the
127 Southeast Precinct Commander.

128
129 (f) Fines and Forfeitures. Fines or forfeitures collected by the VILLAGE for State charges shall be
130 turned over to the COUNTY and those collected for charges under the VILLAGE's ordinances will be
131 retained by the VILLAGE.

132
133 (g) Vehicles and Equipment. VILLAGE will be billed an hourly fee as reflected in Schedule A for
134 vehicle used by the assigned deputy to carry out the duties specified. All vehicles furnished by
135 COUNTY under this Agreement shall reflect markings of the SHERIFF's Office. All vehicles and
136 other equipment provided by the COUNTY shall remain the property of the COUNTY.

137
138 **Section 4. Indemnification.** The VILLAGE will defend, hold harmless and indemnify the COUNTY and
139 the SHERIFF, the officers and employees of each, for any claim brought against them or any of them
140 founded in or growing out of the negligence or improper act of the VILLAGE or conduct of any official,
141 agent or employee of the VILLAGE. The COUNTY will defend, hold harmless and indemnify the
142 VILLAGE, its officers and employees, for any claim brought against them or any of them founded in or
143 growing out of the negligence or improper act of the COUNTY or conduct of any official, agent or
144 employee of the County, including the SHERIFF and the Assigned Deputy. It is expressly understood that
145 the VILLAGE will not defend, hold harmless or indemnify the COUNTY and the SHERIFF relative to
146 alleged negligence or improper conduct, or both, of any COUNTY employee, the SHERIFF or the
147 Assigned Deputy. Under this Agreement, the COUNTY and the SHERIFF are considered to be an
148 independent contractor with the right to control the details of the work performed.

149
150 **Section 5. Renewal of Agreement.** This agreement shall stand automatically renewed for successive
151 single calendar year terms, under the same conditions and provisions as set forth herein, unless
152 SHERIFF's successor in office signifies his or her objection at any time within 10 days of taking office.
153 Action by a newly elected or appointed SHERIFF shall comply with the provision of section 6.

154
155 **Section 6. Termination.** Either the County, the SHERIFF or the VILLAGE may terminate this agreement
156 by providing 6 months written notice to the other parties. This section shall not relieve the County, the
157 SHERIFF, or the VILLAGE of their respective responsibility to furnish or pay for services furnished prior to
158 the effective date of termination.

160 **Section 7. Assignment.** No party hereto shall assign any interest in this Agreement without the
161 expresses written consent of the other parties which consent may be withheld at a party's sole discretion.
162

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

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

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

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

187 **Section 12. Non-Discrimination, Equal Opportunity Employment**

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

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

206 **Section 13. Sole Agreement.** This Agreement is intended to be an agreement solely between the
207 parties hereto and for their benefit only. No part of this Agreement shall be construed to add to,
208 supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or
209 parties, including but not limited to employees of any party hereto. The entire agreement of the parties is
210 contained herein and this Agreement supersedes any and all oral agreements and negotiations between
211 the parties relating to the subject matter hereof.
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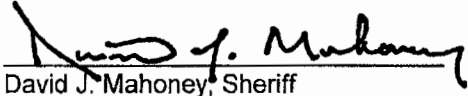
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Section 14. Amendment. This Agreement may be amended by mutual written agreement between all parties.

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

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

BY THE SHERIFF:

Date Signed: 11/21/19 
David J. Mahoney, Sheriff

FOR THE VILLAGE:

Date Signed: 11/18/19 
Julie Nelles, VILLAGE President

Date Signed: 11-18-19 
Linda Dieckhoff, VILLAGE Clerk-Treasurer

FOR THE COUNTY:

Date Signed: _____
JOSEPH T. PARISI, Co. Exec.

Date Signed: _____
SCOTT McDONELL, County Clerk

Town of Rockdale
Schedule A
Projection-FTE and Vehicle
Overtime Coverage

2020

		<u>Wepfer, Ben</u>
Deputy's wage with benefits	\$	64.27
Liability Insurance	\$	1.00
Initial Training	\$	1.04
Inservice Training	\$	0.17
Portable Radio Depreciation	\$	0.25
Hourly Deputy's Wage and Support Costs	\$	66.73
Vehicle Depreciation	\$	0.99
Gasoline	\$	0.66
Vehicle Insurance	\$	0.01
Vehicle Equipment Depreciation	\$	3.48
Flares, Medical Supplies	\$	0.01
Vehicle Maintenance Cost	\$	0.26
Cell Phone	\$	0.08
Hourly Vehicle Cost	\$	5.49
Hourly Wage, Support and Vehicle Costs	\$	72.22
Dane County's Indirect Cost (7.7%)	\$	5.56
Total Hourly Cost	\$	77.78
<u>Estimated 4 hours per month</u>	\$	<u>3,733</u>
<u>Estimated 8 hours per month</u>	\$	<u>7,467</u>