

Res 256
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Dane County Sheriff's Office	CONTRACT/ADDENDUM #: <div style="font-size: 1.5em; text-align: center;">12055</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%; text-align: center;">Contract</td> <td style="width: 40%; text-align: center;">If Addendum, please include original contract number</td> <td style="width: 30%; text-align: center;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><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 checked="" 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"/>
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<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>1/1/2015</u> To: <u>12/31/2015</u>																												
4. Amount of Contract or Addendum \$374,400																												
5. Purpose: To authorize a contract policing agreement with the Town of Cottage Grove.																												
6. Vendor or Funding Source: Town of Cottage Grove																												
7. MUNIS Vendor Code: 8010																												
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>New Revenue Line SHRRFLD</u> Amount \$ <u>374,400</u> Account No. & Amount, Org. & Obj. <u>Personnel Services</u> Amount \$ <u>374,400</u> 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 <u>2014 RES-256</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval <i>[Signature]</i>																												

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>MG</i> Received	_____	<u>8-18-14</u>	_____
<i>CH</i> Controller	_____	<u>8/20/14</u>	<u>8/20/14</u>
<i>TH</i> Corporation Counsel	_____	<u>8/20/14</u>	<u>8/20/14</u>
<i>RA</i> Risk Management	_____	<u>8/20/14</u>	<u>8/20/14</u>
<i>AD</i> ADA Coordinator	_____	<u>8/20/14</u>	<u>8/20/14</u>
<i>CA</i> Purchasing Agent	_____	<u>8/18/14</u>	<u>8/18/14</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address Town of Cottage Grove 4058 County Road N Cottage Grove, WI 53527
Contact Person Kris Hampton, Town Chair Phone No. 608.839.5021 E-mail Address clerk@towncg.net

Footnotes:

1. _____
2. _____

Return To: Name/Title: <u>LILLIAN RADIVOJEVICH</u> Dept.: <u>SHERIFF'S OFFICE - ADMINISTRATION</u> Phone: <u>608.284.4801</u> Mail Address: <u>PSB, 115 w. DOTY STREET, MADISON, WI, 53703</u> E-mail: <u>RADIVOJEVICH@DANESHERIFF.COM</u>

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 copy¹
- 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 copy¹
- 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 copy¹

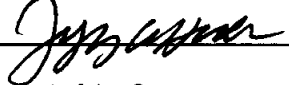
Date: 8-7-14
Telephone Number: (608) 284-6167

Signed: 
Print Name: Jeff Hook, Chief Deputy

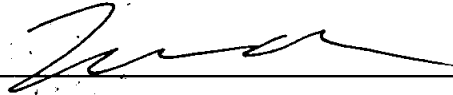
MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

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: 8-12-14 Signature: 

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

Date: 8/21/14 Signature: 

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

Date: 8/22/14 Signature: 

¹A 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).

DANE COUNTY SHERIFF'S OFFICE

Administrative Services Division
Interoffice Memorandum



DATE: August 6, 2014

TO: Joseph Parisi, County Executive

FROM: Jeff Hook, Chief Deputy *Jeff*

REF: 2014 Contract for Additional Police Service with the Town of Cottage Grove

DESCRIPTION: The Town of Cottage Grove has requested the Dane County Sheriff's Office to provide additional police service at a level above and beyond the basic level of police service beginning 1/1/2015. The Town Cottage Grove has agreed to compensate Dane County for the cost of assigning three certified sworn law enforcement officers and one law enforcement vehicle to perform such services.

AMOUNT: \$347,400

VENDOR/SOURCE: Town of Cottage Grove

ACCOUNT NUMBER: SHRFFLD New Revenue Line – \$347,400
SHRFFLD Personnel Services – \$347,400

49 **Section 1. Term.** The term of this Agreement shall commence as of the date by which all parties
50 hereto have executed this Agreement and shall end as of the date any party terminates this
51 agreement in the manner provided for in Section 6 hereof, unless sooner agreed to by all parties.
52 Services provided under this agreement shall commence on January 1, 2015.

53
54 **Section 2. Cost.** The Town shall reimburse the County its actual cost of providing police services
55 to the Town under this Agreement. The Sheriff shall maintain and submit to the Town an account
56 listing the name of each person providing services under this Agreement together with the hours of
57 service provided, to the nearest whole hour, by the 5th day of the month following service. The
58 Town shall reimburse the County in said amount payable 30 days from the date of invoice.. The
59 Town shall reimburse the County for all additional direct wages paid to any deputy or deputies for
60 regular and overtime hours provided in connection with the prosecution of the Town's Ordinances
61 under or pursuant to this Agreement. The County's cost for providing police services shall be
62 calculated according to Schedule A attached hereto.

63
64 (a) Annual Adjustment. County reserves the right to increase its monthly charges to the
65 Town, to reflect labor agreement settlements affecting the assigned deputy's salary, fringe
66 benefits, and any other increased costs which occur within the term of this Agreement. In
67 addition, County will bill the Town retroactively for any increased costs attributable to such
68 labor agreement settlements when County's costs of providing services under this Agreement
69 are affected thereby.

70
71 **Section 3. Scope of Services.** The Sheriff will assign three deputy sheriffs ("the Assigned
72 Deputy"), with all necessary equipment, to provide services to the Town for a regular work period
73 averaging on an annual basis 37.5 hours per week (not including overtime or court time related to
74 this Agreement but including vacation, sick leave, training and other authorized time off work). It is
75 understood that the three deputy sheriffs will serve as the Assigned Deputy and that the Assigned
76 Deputy will not be replaced when on vacation, sick leave, training or other absence from work. For
77 purposes of this Agreement, "overtime" is defined as an individual's work hours in excess of 37½
78 hours per week or 8 hours per day.

79
80 (a) Patrol and First Response. The Assigned Deputy will provide patrol functions within
81 boundaries of the Town. During patrol hours, the Assigned Deputy will provide continuous
82 patrol within the boundaries of the Town, subject to breaks, lunch times, paperwork required
83 to be performed in the precinct office and those situations which require mutual aid assistance
84 by the County. When possible, the Assigned Deputy will be first responder to all dispatched
85 events in the Town. The Assigned Deputy will begin and end the patrol tour from the Town of
86 Cottage Grove Police Station.

87
88 (b) Municipal Code. The Assigned Deputy will enforce all local ordinances for which the
89 Town empowers him or her and will issue citations using forms supplied by the Town. For
90 purposes of enforcing the provisions of the Town of Cottage Grove Code of Ordinances,
91 references in such Code of Ordinances to "law enforcement office", "police department", or
92 "Town of Cottage Grove police department" shall mean the law enforcement services provided
93 under this Agreement. The Assigned Deputy will attend all required court appearances on all
94 municipal citations. The Town's attorney and or designee will be responsible for the
95 prosecution of those matters in any court proceedings. Overtime wages for hours in excess of
96 37.5 hours per week or 8 hours per day incurred by the County as a consequence of court
97 appearances by the Assigned Deputy on behalf of the Town shall be reimbursed to the
98 County by the Town in accordance with this Agreement.

100 (c) Supervision. The Sheriff shall have supervisory control over the personnel providing
101 services under this Agreement. The Sheriff shall retain the final authority to make decisions
102 as to the manner in which services shall be rendered following consultation with the Town
103 Board and its designees pursuant to this Agreement
104

105 (d) Liaison with Municipality. Consistent with the Sheriff's judgment as to good police
106 practices, every effort will be made to respond to the Town's needs and desires. The Town
107 will designate a liaison to provide the Sheriff with any information as to concentration of patrol
108 efforts, special assignments, etc., which the Town desires. The liaison will deal directly with
109 the Southeast Precinct Commander.
110

111 (e) Fines and Forfeitures. Fines or forfeitures collected by the Town for State charges shall
112 be turned over to the County and those collected for charges under the Town's ordinances will
113 be retained by the Town. Whenever possible and as allowed by law, the Assigned Deputy
114 shall issue citations as municipal violations.
115

116 (f) Vehicles and Equipment. All vehicles furnished by the County under this Agreement
117 shall carry identification markings of the Sheriff's Office with markings recognizing the Town of
118 Cottage Grove. All such vehicles and other equipment integral to such vehicles shall remain
119 the property of the County.
120

121 **Section 4. Indemnification.** The Town will defend, hold harmless and indemnify the County and
122 the Sheriff, the officers and employees of each, for any claim brought against them or any of them
123 founded in or growing out of the negligence or improper act of the Town or conduct of any official,
124 agent or employee of the Town. The County will defend, hold harmless and indemnify the Town,
125 its officers and employees, for any claim brought against them or any of them founded in or
126 growing out of the negligence or improper act of the County or conduct of any official, agent or
127 employee of the County, including the Sheriff and the Assigned Deputy. It is expressly understood
128 that the Town will not defend, hold harmless or indemnify the County and the Sheriff relative to
129 alleged negligence or improper conduct, or both, of any County employee, the Sheriff or the
130 Assigned Deputy. Under this Agreement, the County and the Sheriff are considered to be an
131 independent contractor with the right to control the details of the work performed.
132

133 **Section 5. Renewal of Agreement.** This agreement shall stand automatically renewed for
134 successive single calendar year terms, under the same conditions and provisions as set forth
135 herein, unless Sheriff's successor in office signifies his or her objection at any time within 10 days
136 of taking office. Action by a newly elected or appointed Sheriff shall comply with the provision of
137 section 6.
138

139 **Section 6. Termination.** Either the County, the Sheriff or the Town may terminate this agreement
140 by providing 6 months written notice to the other parties. This section shall not relieve the County,
141 the Sheriff, or the Town of their respective responsibility to furnish or pay for services furnished
142 prior to the effective date of termination.
143

144 **Section 7. Assignment.** No party hereto shall assign any interest in this Agreement without the
145 express written consent of the other parties which consent may be withheld at a party's sole
146 discretion.
147

148 **Section 8. Cooperation.** The parties hereto shall commence, carry on and complete their
149 respective obligations under this Agreement with all deliberate speed and in a sound, economical
150 and efficient manner, in accordance with this Agreement and all applicable laws. In providing

151 services under this Agreement, each party agrees to cooperate with the various departments,
152 agencies, employees and officers of the other party.

153

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

159

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

164

165 **Section 11. No Waiver.** In no event shall the making of any payment or acceptance of any
166 service required by this Agreement constitute or be construed as a waiver by the party of any
167 breach of the covenants of this Agreement or a waiver of any default of the other party and the
168 Agreement or a waiver of any default of the other party and the making of any such payment or
169 acceptance of any such service by one party while any such default or breach shall exist shall in
170 no way impair or prejudice the right of that party with respect to recovery of damages or other
171 remedy as a result of such breach or default.

172

173 **Section 12. Non-Discrimination, Equal Opportunity Employment.** During the term of this
174 Agreement, the parties agree not to discriminate on the basis of age, race, ethnicity, religion, color,
175 gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry,
176 physical appearance, arrest record or conviction record, military participation or membership in the
177 national guard, state defense force or any other reserve component of the military forces of the
178 United States, or political beliefs against any person, whether a recipient of services (actual or
179 potential) or an employee or applicant for employment. Such equal opportunity shall include but
180 not be limited to the following: employment, upgrading, demotion, transfer, recruitment,
181 advertising, layoff, termination, training, rates of pay, any other form of compensation or level of
182 service(s). The listing of prohibited bases for discrimination shall not be construed to amend in
183 any fashion state or federal law setting forth additional bases and exceptions shall be permitted
184 only to the extent allowable in state or federal law.

185

186 In all solicitations for employment placed on any party's behalf during the term of this Agreement,
187 the hiring party agrees to include a statement to the effect that the hiring party is an "Equal
188 Opportunity Employer."

189

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

196

197 **Section 14. Amendment.** This Agreement may be amended by mutual written agreement
198 between all parties.

199

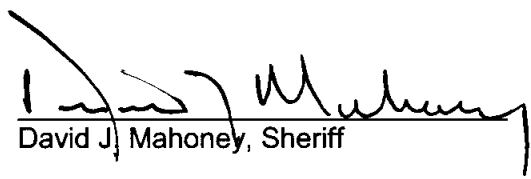
200 **Section 15. Non-appropriation of Funds, Suspension of Services.** If during the term of this
201 Agreement, the governing body of either the County or the Town shall fail to appropriate sufficient

202 funds to carry out that party's obligations under this Agreement, the services provided under this
203 Agreement shall be suspended upon a 10 day written notice to the other party. This section shall
204 not relieve the Town of its responsibility to pay for services furnished to the Town prior to the
205 effective date of suspension. Services provided under this Agreement shall be reinstated
206 immediately upon notice by either the County or the Town that funds therefor have been
207 appropriated.

208
209 **IN WITNESS WHEREOF**, the parties hereto, either directly or by their respective authorized
210 agents, have caused this Agreement and its Schedules to be executed, as of the dates indicated
211 below.

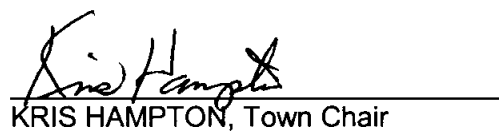
212
213
214 **BY THE SHERIFF:**

215
216 Date Signed: 8/11/14



David J. Mahoney, Sheriff

221
222 **FOR THE TOWN:**

223
224 Date Signed: 8/5/14


KRIS HAMPTON, Town Chair

225
226 Date Signed: 8/5/14


KIM BANIGAN, Town Clerk-Treasurer

227
228
229
230
231
232
233 **FOR THE COUNTY:**

234
235
236 Date Signed: _____

JOSEPH T. PARISI, Co. Exec.

237
238
239
240 Date Signed: _____

SCOTT McDONELL, County Clerk

Town of Cottage Grove

Schedule A

Projection FTEs and Vehicle for 2015

Estimated cost of 3 full-time positions at 37 1/2 hours a week

	Avg Field	Avg Field	Avg Field
Deputy's hourly wage with benefits	\$ 52.98	\$ 52.98	\$ 52.98
Liability Insurance	\$ 0.36	\$ 0.36	\$ 0.36
Initial Training	\$ 0.90	\$ 0.90	\$ 0.90
Inservice Training	\$ 0.12	\$ 0.12	\$ 0.12
Hourly Deputy's Wage and Support Costs	\$ 54.36	\$ 54.36	\$ 54.36
37 1/2 hours multiplied by 52 weeks	1,950	1,950	1,950
Projected Cost	\$ 106,002	\$ 106,002	\$ 106,002
<i>Sub-total Personnel costs</i>			\$ 318,006
Vehicle Costs			
Vehicle Depreciation			\$ 7,358
Vehicle Insurance on which vehicle			\$ 186
Vehicle Maintenance			\$ 2,291
Vehicle Equipment Depreciation w/AED			\$ 6,158
Supply Fee			\$ 83
<i>Sub-total Vehicle Costs</i>			\$ 16,076
Wages, Vehicle and Support Costs			\$ 334,082
Dane County's Indirect Cost (4%)			13,363
Cost of Contract			\$ 347,445