

Dane County Contract Cover Sheet

Res 353
Significant

Dept./Division	Sheriff's Office -- Field Services
Vendor Name	Town of Burke
Vendor MUNIS #	8008
Brief Contract Title/Description	Authorizing a contract policing agreement with the Town of Burke.
Contract Term	January 1, 2018 - until canceled by both parties
Total Contract Amount	\$ 50,013

Contract # Admin will assign	13282
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	POS
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

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

MUNIS Req.	Org Code	SHRFLD	Obj Code	Personnel Services	Amount	\$ 37,290
Req #	Org Code	SHRFLD	Obj Code	Operating	Amount	\$ 12,723
Year	Org Code	SHRFLD	Obj Code	Rev NEW	Amount	\$ 50,013

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.						
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.						
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					Res #	353
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.					Year	2017

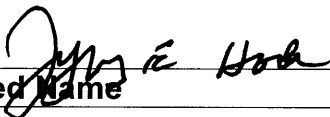
Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply?	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MB AL	Received by DOA	1-24-18		
	Controller		1/26/18	
CC	Purchasing	1/29/18	1/29/18	
	Corporation Counsel	1/29/18	1/29/18	
	Risk Management	1/26/18	1/26/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Lillian Radivojevich	Name	Brenda Ayers, Administrator, Clerk, Treasurer
Phone #	(608)284-4801	Phone #	(608)825-8420
Email	radivojevich@danesherriff.com	Email	townofburke@frontier.com

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

Contract Coversheet Signatures

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		1-27-18
	Printed Name	
	JEFF HOOK, CHIEF DEPUTY	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

Director of Administration	Signature	Date
		2/2/18
	Comments	
Corporation Counsel	Signature	Date
	Comments	

1 **AGREEMENT**

2
3
4 Number of Pages, including Schedules: 7
5 Agreement No.: 13282

6 EXPIRATION DATE: _____

7
8
9 Approvals: _____
10 Corp. Cnsl Risk Mgr. C. O.

11
12 AUTHORITY: Res. _____, 20_____

13
14 Department: Sheriff's Office

15
16
17
18 THIS AGREEMENT, made and entered into by and between David J. Mahoney,
19 acting solely in his capacity as Dane County Sheriff (hereinafter referred to as
20 "SHERIFF"), whose address is 115 West Doty Street, Madison, Wisconsin, the
21 County of Dane, (hereinafter referred to as "COUNTY"), whose address is 210 Martin
22 Luther King Jr. Blvd, Madison, Wisconsin, and the Town of Burke (hereinafter
23 referred to as "TOWN"), whose address is 5365 Reiner Rd., Madison, Wisconsin,
24 53718

25 **WITNESSETH:**

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

29
30 WHEREAS SHERIFF, is the duly elected and qualified Sheriff of the County of Dane
31 and as Sheriff, manages and directs the operations of the Dane County Sheriff's
32 Office in providing police services throughout the territorial limits of the County of
33 Dane; and

34
35 WHEREAS TOWN, is authorized to provide law enforcement services and desires to
36 have police services within its boundaries pursuant to Wis. Stat. §60.56 (1)(a) an the
37 TOWN being willing to purchase such services from the Dane County Sheriff's Office
38 by contract pursuant to Wis. Stat §60.56 (1)(a)3.; and

39
40
41
42 WHEREAS SHERIFF is willing to assign State of Wisconsin-certified sworn law
43 enforcement officers, (hereinafter referred to as "The Assigned Deputy"), to perform
44 police services within TOWN'S boundaries, over and above the level of law
45 enforcement services his office provides other villages, cities and towns within Dane

46 County, provided TOWN is willing to pay for such services; and

47
48 WHEREAS COUNTY is willing to consent to such an arrangement provided its costs
49 are adequately reimbursed by TOWN;

50
51 WHEREAS the parties are authorized to enter into this Agreement pursuant to
52 §66.0301(2), Wisconsin Statutes;

53
54 NOW, THEREFORE, in consideration of the above premises and the mutual
55 covenants of the parties hereinafter set forth, the receipt and sufficiency of which is
56 acknowledged by each party for itself, the SHERIFF, COUNTY and TOWN do agree
57 as follows:

58
59 **SCOPE OF SERVICES**

60
61 The SHERIFF shall assign a deputy sheriff with all necessary equipment, to provide
62 police services during requested times to the TOWN. The Assigned Deputy shall be
63 a sworn officer of the TOWN.

64
65 **PATROL FUNCTIONS**

66
67 The Assigned Deputy will provide patrol functions within boundaries of TOWN.
68 During patrol hours, the Assigned Deputy unit will provide continuous patrol within the
69 boundaries of TOWN, except paperwork required to be performed in the precinct
70 office and those situations, which require assistance to other County deputies. When
71 possible, the Assigned Deputy will be the first responder to all dispatched events in
72 TOWN. The Assigned Deputy will begin and end the patrol tour from the Northeast
73 Precinct of the Sheriff's Office.

74
75 The Assigned Deputy will enforce all local ordinances for which TOWN empowers
76 them and will issue citations using forms supplied by TOWN. Assigned deputies will
77 attend all required court appearances on all municipal citations; TOWN's attorney will
78 handle the prosecution of those matters in any court proceedings. Overtime
79 expenses incurred by SHERIFF as a consequence of court appearances by deputies
80 on behalf of TOWN shall be reimbursed to SHERIFF by TOWN. It is further agreed
81 that the fines or forfeitures for State charges shall be turned over to COUNTY and the
82 fines and forfeitures for those offenses that are violations of TOWN's ordinances will
83 be turned over to TOWN.

84
85 **PERSONNEL AND SUPERVISION**

86
87 SHERIFF will assign one sheriff's deputy to TOWN, with all necessary equipment, to
88 provide TOWN such law enforcement services required on an overtime basis.
89 TOWN will notify SHERIFF when services are needed. Each request for service will
90 be for a minimum of four hours, except for court appearances. SHERIFF will have

91 two weeks to fulfill the request for service.

92
93 The Parties agree that the Assigned Deputy will work hours as agreed upon by the
94 parties. The Assigned Deputy will provide law enforcement services primarily in four
95 or eight hour blocks of time. Schedules will be established as far in advance as
96 possible and TOWN shall provide a minimum two week notice if there are any
97 changes to the schedule.

98
99 SHERIFF shall have supervisory control over the personnel providing services under
100 this Agreement. SHERIFF shall retain the final authority to make decisions as to the
101 manner in which services shall be rendered following consultation with TOWN and its
102 designee(s) pursuant to this agreement.

103
104 The Parties each agree to secure at their own expense all necessary personnel
105 required to carry out that party's obligation under this Agreement. Such personnel
106 shall not be deemed to be employees of the other parties (except SHERIFF's
107 deputies and employees are also employees of the COUNTY) nor shall they or any of
108 them have or be deemed to have any direct contractual relationship with any other
109 party.

110 111 **VEHICLES AND EQUIPMENT**

112
113 All vehicles furnished by SHERIFF under this Agreement shall carry identification
114 markings of the Sheriff's Office. All vehicles and other equipment shall remain the
115 property of SHERIFF.

116 117 **LIAISON WITH THE TOWN**

118
119 Consistent with SHERIFF's judgment as to good police practices, every effort will be
120 made to respond to TOWN'S police service issues. TOWN will designate a liaison to
121 provide the Northeast Precinct Commander with any information as to concentration
122 of patrol efforts, special assignments, etc., which TOWN desires.

123 124 **TERM**

125
126 The term of this Agreement shall commence as of the date by which all parties hereto
127 have executed this Agreement. This agreement shall stand automatically renewed
128 for successive single calendar year terms, under the same conditions and provisions
129 as set forth herein. Any party may terminate this Agreement or any renewal term
130 thereof on at least 60 days written notice, effective at the end of a calendar month.

131 132 **COSTS AND PAYMENTS**

133
134 TOWN shall reimburse the SHERIFF the actual cost of providing police services to
135 TOWN under this Agreement. SHERIFF shall maintain an account listing the name

136 of each person providing services under this Agreement together with the hours of
137 service provided, to the nearest whole hour by the 5th of the month following service.
138 TOWN shall reimburse SHERIFF for its costs on a monthly basis, payable by the 25th
139 of the month following the month of service. TOWN shall reimburse SHERIFF for all
140 additional direct wages paid to any deputies and deputies for regular and overtime
141 hours provided in connection with the prosecution of TOWN's Ordinances under or
142 pursuant to this Agreement. SHERIFF's cost for providing police services shall be
143 calculated according to the Schedule A attached hereto.

144
145 SHERIFF reserves the right to increase its monthly charges to TOWN, to reflect labor
146 agreement settlements affecting deputy salaries, fringe benefits, and any other
147 increased costs which occur within the term of this Agreement. In addition, SHERIFF
148 will bill TOWN retroactively for any increased costs attributable to such labor
149 agreement settlements when SHERIFF'S costs of providing services under this
150 Agreement are affected thereby. In no event will TOWN pay more than the
151 SHERIFF's actual costs for the services provided to TOWN.

152
153 If during the term of this Agreement, the governing body of either COUNTY or TOWN
154 shall fail to appropriate sufficient funds to carry out that party's obligations under this
155 Agreement, this Agreement shall be automatically terminated as of the date funds are
156 no longer available and without further notice of any kind to any other party. This
157 section shall not relieve TOWN of its responsibility to pay for services furnished to
158 TOWN prior to the effective date of termination.

159
160 The parties shall commence, carry on and complete their respective obligations
161 under this Agreement with all deliberate speed and in a sound, economical and
162 efficient manner, in accordance with this Agreement and all applicable laws. In
163 providing services under this Agreement, each party agrees to cooperate with the
164 various departments, agencies, employees and officers of the other party.

165
166 Notices, bills, invoices and reports required by this Agreement shall be deemed
167 delivered as of the date of postmark if deposited in a United States mailbox, first
168 class postage attached, addressed to a party's address as set forth above. It shall be
169 the duty of a party changing its address to notify the other party in writing within a
170 reasonable time.

171 172 **LIABILITY AND INDEMNIFICATION**

173
174 TOWN will defend, hold harmless and indemnify COUNTY and SHERIFF, the officers
175 and employees of each, for any claim brought against them or any of them founded
176 in or growing out of the negligence or improper act of TOWN or the negligent or
177 improper conduct of any official, agent or employee of the TOWN. It is expressly
178 understood that TOWN will not defend, hold harmless or indemnify COUNTY and
179 SHERIFF relative to alleged negligence or improper conduct, or both, of any
180 COUNTY employee or SHERIFF's Assigned Deputies other than those hired directly

181 by TOWN as part-time officers outside this agreement.
182

183 **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**
184

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

203 In all solicitations for employment placed on either party's behalf during the term of
204 this Agreement, the hiring party agrees to include a statement to the effect that the
205 hiring party is an "Equal Opportunity Employer."
206

207 **ADDITIONAL PROVISIONS**
208

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

214 The entire agreement of the parties is contained herein and this Agreement
215 supersedes any and all oral agreements and negotiations between the parties
216 relating to the subject matter hereof. The parties expressly agree that this
217 Agreement shall not be amended in any fashion except in writing, executed by both
218 parties.
219

220 The parties may evidence their agreement to the foregoing upon one or several
221 counterparts of this instrument, which together shall constitute a single instrument.
222

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

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BY THE SHERIFF:

Date Signed: _____

DAVID J. MAHONEY, Sheriff

* * *

FOR THE TOWN:

Date Signed: 1/17/2018



KEVIN VINEY, Town Chairperson

Date Signed: 1/17/2018



BRENDA AYERS, Town Clerk

* * * *

FOR COUNTY:

Date Signed: _____

JOSEPH T. PARISI, County Executive

Date Signed: _____

SCOTT McDONELL, County Clerk

**Schedule A- Town of Burke
 Hourly Projection for 2018
 Projection- Overtime and Vehicle-2018**

Overtime Coverage -
 12 hours average per week

	<u>Avg. Field Deputy-</u> <u>OT</u>
Deputy's wage with benefits	\$ 67.89
Liability Insurance	\$ 0.55
Initial Training	\$ 0.55
Inservice Training	\$ 0.10
Portable Radio Depreciation	\$ 0.25
 Hourly Deputy's Wage and Support Costs	 \$ 69.34
 TOTAL Personnel related costs	 \$ 69.34
<hr/>	
Vehicle Depreciation	\$ 0.82
Gasoline	\$ 0.62
Vehicle Insurance	\$ 0.02
Vehicle Equipment Depreciation	\$ 3.05
Flares, Medical Supplies	\$ 0.01
Vehicle Maintenance Cost	\$ 0.31
Cell Phones	\$ 0.09
 Hourly Vehicle Cost	 \$ 4.92
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Hourly Cost	\$ 74.26
Dane County Indirect Cost (7.93%)	\$ 5.89
Total Hourly Cost	\$ 80.15
<hr/>	
12 hour/week contract cost:	\$ 50,012.86

Burke

\$50,013

rounded