

Dane County Contract Cover Sheet

Revised 01/2023

Res 359

Dept./Division	Sheriff's Office Field Services Division		
Vendor Name	Town of Oregon	MUNIS #	8021
Brief Contract Title/Description	Authorizing a contract for the Sheriff's Office to preform peace officer services within the Town of Oregon.		
Contract Term	5/1/23 -- until canceled by both parties		
Contract Amount	\$6,931.00		

Contract # Admin will assign	15029
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Lillian Radivojevich	Name	Jennifer Hanson, Clerk
Phone #	(608) 284 - 4801	Phone #	(608) 835 - 3200
Email	radivojevich@danesheriff.com	Email	jhanson@town.oregon.wi.us
Purchasing Officer	Megan Roan		

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org: SHRFFLD	Obj: Personnel Services	Proj:	\$ 5,259.00
	Year	Org: SHRFFLD	Obj: Operating	Proj:	\$ 1,672.00
		Org: SHRFFLD	Obj: Revenue (New)	Proj:	\$ 6,931.00

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	359
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Nygaard, Christopher	Digitally signed by Nygaard, Christopher Date: 2023.02.21 12:25:44 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 2/21/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, February 22, 2023 4:38 PM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15029
Attachments: 15029.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/23/2023 9:15 AM	Approve: 2/23/2023 9:16 AM
	Rogan, Megan	Read: 2/23/2023 5:37 AM	Approve: 2/23/2023 8:00 AM
	Gault, David	Read: 2/22/2023 4:45 PM	Approve: 2/22/2023 4:52 PM
	Lowndes, Daniel	Read: 2/22/2023 4:42 PM	Approve: 2/22/2023 4:43 PM
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15029
Department: Sheriff's Dept
Vendor: Town of Oregon
Contract Description: Contract to perform peace officer services in the Town of Oregon (Res 359)
Contract Term: 5/1/23 – until cancelled
Contract Amount: \$6,931.00/year

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

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2
3 **2022 RES-359**
4

5
6 **AUTHORIZING A CONTRACT FOR POLICE SERVICE WITH THE TOWN OF**
7 **OREGON**

8 The Town of Oregon, located in Dane County, Wisconsin, has requested the
9 Dane County Sheriff's Office to provide police service within the boundaries of said
10 Town, at a level above and beyond the basic level of police service the Sheriff's
11 Office provides other villages, cities and towns within Dane County, effective May 1,
12 2023. The Town of Oregon has agreed to compensate Dane County for the cost of
13 providing one State of Wisconsin, certified sworn law enforcement officer, to perform
14 police service within the Town's boundaries, including all necessary equipment and
15 vehicle, for up to 8 hours monthly.

16 **NOW, THEREFORE, BE IT RESOLVED** the Dane County Sheriff, Dane County
17 Executive, and Dane County Clerk are authorized to enter into a policing contract with
18 the Town of Oregon, effective May 1, 2023; and

19 **BE IT FURTHER BE IT FURTHER RESOLVED** \$6,931 is set up as additional
20 revenue in Sheriff, Field Services, account line, Inter-Agency Revenue Oregon
21 (SHRFFLD-NEW) and is credited to the General Fund. Total annual revenue is
22 estimated at \$10,396 and for 2023 is prorated for 8 months at \$866.32/month
23 (effective date of contract May 1, 2023): and

24
25 **BE IT FINALLY RESOLVED** that \$5,259 is transferred from the General Fund to
26 the following expenditure account lines:

27		
28	Overtime Inner-Agency (SHRFFLD 10034)	\$4,388
29	Retirement Fund (SHRFFLD 10099)	\$535
30	Social Security (SHRFFLD 10108)	<u>\$336</u>
31	Total	\$5,259
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AGREEMENT

Number of Pages, excluding Schedules: 6

Agreement No.: 15029

EXPIRATION DATE: _____

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

AUTHORITY: Res. _____, 2022-2023

Department: Sheriff's Office

THIS AGREEMENT, made and entered into by and between Calvin D Barrett, acting solely in his capacity as Dane County Sheriff (hereinafter referred to as the "SHERIFF"), the County of Dane (hereafter, the "COUNTY") and the TOWN of OREGON (hereafter, "TOWN"),

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 appointed 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 peace officer services throughout the territorial limits of the COUNTY of Dane; and

WHEREAS the TOWN, whose address is c/o TOWN of Oregon Clerk, 1138 Union Rd, Oregon, WI 53575, is authorized to provide police services and desires to have police services within its boundaries pursuant to Wis. Stat. §60.56 (1)(a) and the TOWN being willing to purchase such services from the Dane County Sheriff's Office by contract pursuant to Wis. Stat §60.56 (1)(a)3.

WHEREAS the SHERIFF is willing to assign State of Wisconsin certified sworn law enforcement officers (hereinafter referred to as "The Assigned Deputy"), to perform peace officer services within the TOWN's boundaries, over and above the level of services his office provides other towns, cities and villages within Dane County, provided the TOWN is willing to pay for such services; and

47
48 WHEREAS the COUNTY is willing to consent to such an arrangement provided its
49 costs are adequately reimbursed by the TOWN; and
50

51 WHEREAS the COUNTY and the TOWN are authorized to enter into intergovernmental
52 cooperative agreements pursuant to s. 66.0301, Wisconsin Statutes;
53

54 NOW, THEREFORE, in consideration of the above premises and the mutual covenants
55 of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged
56 by each party for itself, the SHERIFF, the COUNTY and the TOWN do agree as
57 follows:
58

59 **Section 1. Term.** The term of this Agreement shall commence as of the date by which
60 all parties hereto have executed this Agreement and shall end as of the date any party
61 terminates this agreement in the manner provided for in Section 6 hereof, unless
62 sooner agreed to by all parties.
63

64 **Section 2. Cost.** The TOWN shall reimburse the COUNTY its actual cost of providing
65 police services to the TOWN under this Agreement. The SHERIFF shall maintain and
66 submit to the TOWN an account listing the name of each person providing services
67 under this Agreement together with the hours of service provided, to the nearest whole
68 hour, by the 5th of the month following service. The TOWN shall reimburse the
69 COUNTY in said amount payable within 30 days of billing. The TOWN shall reimburse
70 the COUNTY for all additional direct wages paid to any deputy or deputies for regular
71 and overtime hours provided in connection with the prosecution of the TOWN's
72 Ordinances under or pursuant to this Agreement. The County's cost for providing
73 peace officer services shall be calculated according to Schedule A attached hereto.
74

75 (a) Annual adjustment. COUNTY reserves the right to increase its monthly charges
76 to the TOWN, to reflect labor agreement settlements affecting the assigned
77 deputy's salary, fringe benefits, and any other increased costs, which occur
78 within the term of this Agreement. By September 1 of each year, COUNTY will
79 provide to VILLAGE an updated Schedule A for the next calendar year of the
80 contract.
81

82 (b) In addition, COUNTY will bill the TOWN retroactively for any increased costs
83 attributable to such labor agreement settlements when COUNTY's costs of
84 providing services under this Agreement are affected thereby. In no event will
85 TOWN pay more than the SHERIFF's actual costs for services provided to the
86 TOWN.
87

88 (c) If during the term of this Agreement, the governing body of either COUNTY or
89 TOWN shall fail to appropriate sufficient funds to carry out that party's
90 obligations under this Agreement, this Agreement shall be automatically
91 terminated as of the date funds are no longer available and without further
92 notice of any kind to any other party. This section shall not relieve TOWN of its

93 responsibility to pay for services furnished to TOWN prior to the effective date
94 of termination.
95

96 **Section 3. Scope of Services.** The SHERIFF will assign 1 or 2 deputy sheriffs ("the
97 Assigned Deputy"), with all necessary equipment and a vehicle to provide services to
98 the TOWN. It is understood that the deputy sheriffs will serve as the Assigned Deputy
99 on an overtime basis.

100
101 The Assigned Deputy shall also be sworn officers of the TOWN.
102

103 (a) Patrol and First Response. The Assigned Deputy will provide patrol functions
104 within boundaries of the TOWN. During patrol hours, the Assigned Deputy will
105 provide continuous patrol within the boundaries of the TOWN, subject to breaks
106 and those situations, which require mutual aid assistance by the County. The unit
107 will be first responder to all dispatched events in the TOWN during their scheduled
108 shift. The Assigned Deputy will begin and end the patrol tour from their assigned
109 precinct.
110

111 (b) Schedule. TOWN will notify SHERIFF when services are needed. Each
112 request for service will be for a minimum of four hours, except for court
113 appearances unless mutually agreed upon. SHERIFF will fulfill the request for
114 service as promptly as possible depending on staff availability. The West Precinct
115 Commander will coordinate the schedule.
116

117 SHERIFF will agree to provide the Assigned Deputy for four hours per month, not
118 including court appearance time. The Parties agree that the Assigned Deputy will
119 work hours as mutually agreed upon by the parties. The Assigned Deputy will
120 provide peace officer services primarily in four-hour blocks of time. Schedules will
121 be established as far in advance as possible and TOWN shall provide a minimum
122 two week notice if there are any changes to the schedule. Total of contracted
123 hours of coverage will be evaluated annually and can be adjusted by mutual
124 agreement of SHERIFF and TOWN.
125

126 (c) Municipal Code. The Assigned Deputy will enforce all local ordinances for
127 which the TOWN empowers him or her and will issue citations using the
128 COUNTY'S computer program. For purposes of enforcing the provisions of the
129 TOWN of OREGON Code of Ordinances, references in such Code of Ordinances
130 to "law enforcement officer", "police department", or "TOWN of OREGON police
131 department" shall mean the law enforcement/peace officer/police services provided
132 under this Agreement. The Assigned Deputy will attend all required court
133 appearances on all municipal citations. The TOWN's attorney and or designee will
134 be responsible for the prosecution of those matters in any court proceedings.
135 Overtime wages for hours incurred by the COUNTY as a consequence of court
136 appearances by the Assigned Deputy on behalf of the TOWN shall be reimbursed
137 to the COUNTY by the TOWN in accordance with this Agreement.
138

139 (d) Supervision. The SHERIFF shall have supervisory control over the personnel
140 providing services under this Agreement. The SHERIFF shall retain the final
141 authority to make decisions as to the manner in which services shall be rendered
142 following consultation with the TOWN Board and its designees pursuant to this
143 Agreement

144
145 (e) Liaison with Municipality. Consistent with the SHERIFF's judgment as to good
146 peace officer practices, every effort will be made to respond to the TOWN's needs
147 and desires. The TOWN will designate a liaison (typically the TOWN Clerk) to
148 provide the SHERIFF with any information as to concentration of patrol efforts,
149 special assignments, etc., which the TOWN desires. The liaison will deal directly
150 with the West Precinct Commander.

151
152 (f) Fines and Forfeitures. Fines or forfeitures collected by the TOWN for State
153 charges shall be turned over to the COUNTY and the TOWN will retain those
154 collected for charges under the TOWN's ordinances.

155
156 (g) Vehicles and Equipment. TOWN will be billed an hourly fee as reflected in
157 Schedule A for vehicle used by the assigned deputy to carry out the duties
158 specified. All vehicles furnished by COUNTY under this Agreement shall reflect
159 markings of the SHERIFF's Office. All vehicles and other equipment provided by
160 the COUNTY shall remain the property of the COUNTY.

161
162 **Section 4. Indemnification.** The TOWN will defend, hold harmless and indemnify the
163 COUNTY and the SHERIFF, the officers and employees of each, for any claim brought
164 against them or any of them founded in or growing out of the negligence or improper
165 act of the TOWN or conduct of any official, agent or employee of the TOWN. The
166 COUNTY will defend, hold harmless and indemnify the TOWN, its officers and
167 employees, for any claim brought against them or any of them founded in or growing
168 out of the negligence or improper act of the COUNTY or conduct of any official, agent
169 or employee of the County, including the SHERIFF and the Assigned Deputy. It is
170 expressly understood that the TOWN will not defend, hold harmless or indemnify the
171 COUNTY and the SHERIFF relative to alleged negligence or improper conduct, or both,
172 of any COUNTY employee, the SHERIFF or the Assigned Deputy. Under this
173 Agreement, the COUNTY and the SHERIFF are considered to be an independent
174 contractor with the right to control the details of the work performed.

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

181
182 **Section 6. Termination.** Either the COUNTY, the SHERIFF or the TOWN may
183 terminate this agreement by providing 6 months written notice to the other parties. This
184 section shall not relieve the COUNTY, the SHERIFF, or the TOWN of their respective

185 responsibility to furnish or pay for services furnished prior to the effective date of
186 termination.

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

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

198
199 **Section 9. Personnel.** The COUNTY and the TOWN each agree to secure at the
200 party's own expense all personnel necessary to carry out that party's obligations under
201 this Agreement. Such personnel shall not be deemed to be employees of the other
202 party (except that the SHERIFF's deputies and employees are also employees of the
203 COUNTY) nor shall they or any of them have or be deemed to have any direct
204 contractual relationship with another party.

205
206 **Section 10. Notices.** Notices, bills, invoices and reports required by this Agreement
207 shall be deemed delivered as of the date of postmark if deposited in a United States
208 mailbox, first class postage attached, addressed to a party's address as set forth above.
209 It shall be the duty of a party changing its address to notify the other party in writing
210 within a reasonable time.

211
212 **Section 11. No Waiver.** In no event shall the making of any payment or acceptance of
213 any service required by this Agreement constitute or be construed as a waiver by the
214 party of any breach of the covenants of this Agreement or a waiver of any default of the
215 other party and the Agreement or a waiver of any default of the other party and the
216 making of any such payment or acceptance of any such service by one party while any
217 such default or breach shall exist shall in no way impair or prejudice the right of that
218 party with respect to recovery of damages or other remedy as a result of such breach or
219 default.

220
221 **Section 12. Non-Discrimination, Equal Opportunity Employment**

222 (a) During the term of this Agreement, the parties agree not to discriminate on the
223 basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual
224 orientation, national origin, cultural differences, ancestry, physical appearance, arrest
225 record or conviction record, military participation or membership in the national guard,
226 state defense force or any other reserve component of the military forces of the United
227 States, or political beliefs against any person, whether a recipient of services (actual or
228 potential) or an employee or applicant for employment. Such equal opportunity shall
229 include but not be limited to the following: employment, upgrading, demotion, transfer,
230 recruitment, advertising, layoff, termination, training, rates of pay, any other form of

231 compensation or level of service(s). The listing of prohibited bases for discrimination
232 shall not be construed to amend in any fashion state or federal law setting forth
233 additional bases and exceptions shall be permitted only to the extent allowable in state
234 or federal law. Each party agrees to post in conspicuous places, available to all
235 employees and applicants for employment, notices setting forth the provisions of this
236 Agreement as they relate to affirmative action and nondiscrimination
237

238 (b) In all solicitations for employment placed on any party's behalf during the term of
239 this Agreement, the hiring party agrees to include a statement to the effect that the
240 hiring party is an "Equal Opportunity Employer."
241

242 **Section 13. Sole Agreement.** This Agreement is intended to be an agreement solely
243 between the parties hereto and for their benefit only. No part of this Agreement shall be
244 construed to add to, supplement, amend, abridge or repeal existing duties, rights,
245 benefits or privileges of any third party or parties, including but not limited to employees
246 of any party hereto. The entire agreement of the parties is contained herein and this
247 Agreement supersedes any and all oral agreements and negotiations between the
248 parties relating to the subject matter hereof.
249

250 **Section 14. Amendment.** This Agreement may be amended by mutual written
251 agreement between all parties.
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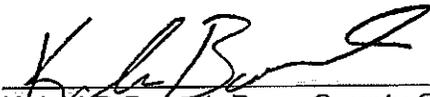
253 **Section 15. Non-appropriation of Funds, Suspension of Services.** If during the
254 term of this Agreement, the governing body of either the COUNTY or the TOWN shall
255 fail to appropriate sufficient funds to carry out that party's obligations under this
256 Agreement, the services provided under this Agreement shall be suspended upon a 10
257 day written notice to the other party. This section shall not relieve the TOWN of its
258 responsibility to pay for services furnished to the TOWN prior to the effective date of
259 suspension. Services provided under this Agreement shall be reinstated immediately
260 upon notice by either the COUNTY or the TOWN that funds therefor have been
261 appropriated.
262

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

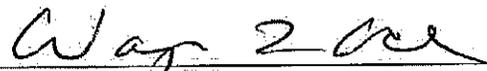
Date Signed: 2/14/2023



Kalvin D Barrett, Dane County Sheriff

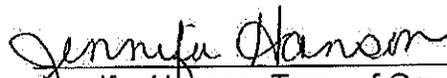
FOR THE TOWN:

Date Signed: _____



Wayne Ace, Town of Oregon Chairperson

Date Signed: 1/24/23



Jennifer Hanson, Town of Oregon Clerk

FOR THE COUNTY:

Date Signed: _____

JOSEPH T. PARISI, Co. Exec.

Date Signed: _____

SCOTT McDONELL, County Clerk

**Schedule A
Town of Oregon**

2023

**January - December
Estimated Cost**

**Projection-OT Patrol and Vehicle
Overtime Coverage**

Average

Deputy's wage with benefits	\$	91.97
Liability Insurance	\$	1.11
Initial Training	\$	1.07
In-service Training	\$	0.23
Portable Radio Depreciation	\$	0.28
<hr/>		
Hourly Deputy's Wage and Support Costs	\$	94.66
<hr/>		
Vehicle Depreciation	\$	1.08
Gasoline	\$	0.55
Vehicle Insurance	\$	0.01
Vehicle Equipment Depreciation	\$	3.63
Flares, Medical Supplies	\$	0.01
Vehicle Maintenance Cost	\$	0.29
Cell Phone	\$	0.04
<hr/>		
Hourly Vehicle Cost	\$	5.61
<hr/>		
Hourly Wage, Support and Vehicle Costs	\$	100.27
Dane County's Indirect Cost (8%)	\$	8.02
<hr/>		
Total Hourly Cost	\$	108.29
<hr/>		
Four Hours/Monthly Cost (12 months)	\$	5,197.92
<hr/>		
Eight Hours/Monthly Cost (12 months)	\$	10,395.84