

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Dane County Sheriff's Office	CONTRACT/ADDENDUM #: 12653																											
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;"><small>If Addendum, please include original contract number</small></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	<small>If Addendum, please include original contract number</small>	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>1/1/2016</u> To: <u>until canceled by both parties</u>																												
4. Amount of Contract or Addendum \$6,800																												
5. Purpose: To authorize a contract policing agreement with the Town of Pleasant Springs.																												
6. Vendor or Funding Source: Town of Pleasant Springs																												
7. MUNIS Vendor Code: 6209																												
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 type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. <u>SHRFFLD 10034</u> Amount \$ <u>4,700</u> Account No. & Amount, Org. & Obj. <u>SHRFFLD 10099</u> Amount \$ <u>530</u> Account No. & Amount, Org. & Obj. <u>SHRFFLD 10108</u> Amount \$ <u>360</u>																												
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>2015 RES-373</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval 																												

CONTRACT REVIEW/APPROVALS

VENDOR

Initials	Ftnt	Date In	Date Out
<u>MG</u> Received	_____	<u>12-23-15</u>	_____
<u>SA</u> Controller	_____	_____	<u>12/30/15</u>
<u>KG</u> Corporation Counsel	_____	<u>12-23-15</u>	<u>12-23-15</u>
<u>RES</u> Risk Management	_____	<u>12-30-15</u>	<u>12-30-15</u>
<u>RES</u> ADA Coordinator	_____	<u>12/29/15</u>	<u>12/29/15</u>
<u>CO</u> Purchasing Agent	_____	_____	<u>12/30/15</u>
_____ County Executive	_____	_____	_____

Vendor Name & Address Town of Pleasant Springs 2354 County Road N Stoughton, WI 53589
Contact Person Cassandra Suettinger
Phone No. 608.873.3063
E-mail Address pleasantsprings.org

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: 12-22-15 Signed: 
 Telephone Number: (608) 284-6167 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: _____ 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: _____

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).

1 **AGREEMENT**

2
3
4 Number of Pages, including Schedules: 7
5 Agreement No.: 12653

6
7 EXPIRATION DATE: _____

8
9 Approvals:  Kg for
10 Corp. Cnsl DL 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 Pleasant Springs
23 (hereinafter referred to as "TOWN"), whose address is 2354 County Road N,
24 Stoughton, Wisconsin,

25
26 **WITNESSETH:**

27
28 WHEREAS COUNTY, finances a sheriff's office as required by the laws of this state;
29 and

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

35
36 WHEREAS TOWN, desires to have additional police services within the boundaries
37 of TOWN, TOWN being willing to purchase such services from the Dane County
38 Sheriff's Office; and

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

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

48
49 WHERAS the parties are authorized to enter into this Agreement pursuant to section
50 66.0301, Wisconsin Statutes;

51
52 NOW, THEREFORE, in consideration of the above premises and the mutual
53 covenants of the parties hereinafter set forth, the receipt and sufficiency of which is
54 acknowledged by each party for itself, the SHERIFF, COUNTY and TOWN do agree
55 as follows:

56
57 **SCOPE OF SERVICES**

58
59 The SHERIFF shall assign a deputy sheriff with all necessary equipment, to provide
60 police services during requested times to the TOWN. The Assigned Deputy shall be
61 a sworn officer of the TOWN.

62
63 **PATROL FUNCTIONS**

64
65 The Assigned Deputy will provide patrol functions within boundaries of TOWN.
66 During patrol hours, the Assigned Deputy unit will provide continuous patrol within the
67 boundaries of TOWN, except paperwork required to be performed in the precinct
68 office and those situations, which require assistance to other County deputies. When
69 possible, the Assigned Deputy will be the first responder to all dispatched events in
70 TOWN. The Assigned Deputy will begin and end the patrol tour from the Southeast
71 Precinct of the Sheriff's Office.

72
73 The Assigned Deputy will enforce all local ordinances for which TOWN empowers
74 them and will issue citations using forms supplied by TOWN. Assigned deputies will
75 attend all required court appearances on all municipal citations; TOWN's attorney will
76 handle the prosecution of those matters in any court proceedings. Overtime
77 expenses incurred by SHERIFF as a consequence of court appearances by deputies
78 on behalf of TOWN shall be reimbursed to SHERIFF by TOWN. It is further agreed
79 that the fines or forfeitures for State charges shall be turned over to COUNTY and the
80 fines and forfeitures for those offenses that are violations of TOWN's ordinances will
81 be turned over to TOWN.

82
83 **PERSONNEL AND SUPERVISION**

84
85 SHERIFF will assign one sheriff's deputy to TOWN, with all necessary equipment, to
86 provide TOWN such law enforcement services required on an overtime basis.
87 TOWN will notify SHERIFF when services are needed. Each request for service will
88 be for a minimum of four hours, except for court appearances unless mutually agreed
89 upon. SHERIFF will fulfill the request for service as promptly as possible depending
90 on staff availability.

91
92 The Parties agree that the Assigned Deputy will work hours as agreed upon by the
93 parties. The Assigned Deputy will provide law enforcement services primarily in four
94 or eight hour blocks of time unless mutually agreed upon.

95
96 SHERIFF shall have supervisory control over the personnel providing services under
97 this Agreement. SHERIFF shall retain the final authority to make decisions as to the
98 manner in which services shall be rendered following consultation with TOWN and its
99 designee(s) pursuant to this agreement.

100
101 The Parties each agree to secure at their own expense all necessary personnel
102 required to carry out that party's obligation under this Agreement. Such personnel
103 shall not be deemed to be employees of the other parties (except SHERIFF's
104 deputies and employees are also employees of the COUNTY) nor shall they or any of
105 them have or be deemed to have any direct contractual relationship with any other
106 party.

107
108 **VEHICLES AND EQUIPMENT**

109
110 All vehicles furnished by SHERIFF under this Agreement shall carry identification
111 markings of the Sheriff's Office. All vehicles and other equipment shall remain the
112 property of SHERIFF.

113
114 **LIAISON WITH THE TOWN**

115
116 Consistent with SHERIFF's judgment as to good police practices, every effort will be
117 made to respond to TOWN'S police service issues. TOWN will designate a liaison to
118 provide the Southeast Precinct Commander with any information as to concentration
119 of patrol efforts, special assignments, etc., which TOWN desires.

120
121 **TERM**

122
123 The term of this Agreement shall commence as of the date by which all parties hereto
124 have executed this Agreement. This agreement shall stand automatically renewed
125 for successive single calendar year terms, under the same conditions and provisions
126 as set forth herein. Any party may terminate this Agreement or any renewal term
127 thereof on at least 60 days written notice, effective at the end of a calendar month.

128
129 **COSTS AND PAYMENTS**

130
131 TOWN shall reimburse the SHERIFF the actual cost of providing police services to
132 TOWN under this Agreement. SHERIFF shall maintain an account listing the name
133 of each person providing services under this Agreement together with the hours of
134 service provided, to the nearest tenth of an hour by the 5th of the month following
135 service. TOWN shall reimburse SHERIFF for its costs on a monthly basis, payable

136 by the 25th of the month following the month of service. TOWN shall reimburse
137 SHERIFF for all additional direct wages paid to any deputy for regular and overtime
138 hours provided in connection with the prosecution of TOWN's Ordinances under or
139 pursuant to this Agreement. SHERIFF's cost for providing police services shall be
140 calculated according to the Schedule A attached hereto.
141

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

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

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

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

169 **LIABILITY AND INDEMNIFICATION**

170
171 TOWN will defend, hold harmless and indemnify COUNTY and SHERIFF, the officers
172 and employees of each, for any claim brought against them or any of them founded
173 in or growing out of the negligence or improper act of TOWN or the negligent or
174 improper conduct of any official, agent or employee of the TOWN. It is expressly
175 understood that TOWN will not defend, hold harmless or indemnify COUNTY and
176 SHERIFF relative to alleged negligence or improper conduct, or both, of any
177 COUNTY employee or SHERIFF's Assigned Deputies other than those hired directly
178 by TOWN as part-time officers outside this agreement.
179

180 **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

181
182 During the term of this Agreement, each party represents that it will not discriminate
183 against any person with respect to employment and service related decisions on the
184 basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual
185 orientation, national origin, cultural differences, ancestry, physical appearance, arrest
186 record or conviction record, military participation or membership in the national guard,
187 state defense force or any other reserve component of the military forces of the
188 United States, or political beliefs against any person, whether a recipient of services
189 (actual or potential) or an employee or applicant for employment. Such equal
190 opportunity shall include, but not be limited to, the following: employment, upgrading,
191 demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay,
192 any other form of compensation or level of service(s). The listing of prohibited bases
193 for discrimination shall not be construed to amend in any fashion state or federal law
194 setting forth additional bases, and exceptions shall be permitted only to the extent
195 allowable in state or federal law. Each party agrees to post in conspicuous places,
196 available to all employees and applicants for employment, notices setting forth the
197 provisions of this Agreement as they relate to affirmative action and
198 nondiscrimination.

199
200 In all solicitations for employment placed on either party's behalf during the term of
201 this Agreement, the hiring party agrees to include a statement to the effect that the
202 hiring party is an "Equal Opportunity Employer."
203

204 **ADDITIONAL PROVISIONS**

205
206 This Agreement is intended to be an agreement solely between the parties hereto
207 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
209 any third party or parties including, but not limited to, employees of any party.
210

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

216
217 The parties may evidence their agreement to the foregoing upon one or several
218 counterparts of this instrument, which together shall constitute a single instrument.
219

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

Date Signed: _____

DAVID J. MAHONEY, Sheriff

* * *

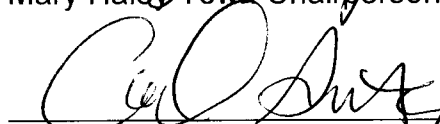
FOR THE TOWN:

Date Signed: 12/15/15



Mary Haley Town Chairperson

Date Signed: 12/15/15



Cassandra Suettinger, Town Clerk

* * * *

FOR COUNTY:

Date Signed: _____

JOSEPH T. PARISI, County Executive

Date Signed: _____

SCOTT McDONELL, County Clerk

Town of Pleasant Springs
Schedule A
Projection-FTE and Vehicle-2016
Overtime Coverage

	<u>Avg. Field Deputy-OT</u>	
Deputy's wage with benefits	\$	59.46
Liability Insurance	\$	0.33
Initial Training	\$	0.70
Inservice Training	\$	0.12
Portable Radio Depreciation	\$	0.25
<u>Hourly Deputy's Wage and Support Costs</u>	\$	<u>60.86</u>
Vehicle Depreciation	\$	0.84
Gasoline	\$	1.09
Vehicle Insurance	\$	0.02
Vehicle Equipment Depreciation	\$	3.16
Flares, Medical Supplies	\$	0.01
Vehicle Maintenance Cost	\$	0.27
Cell Phone	\$	0.08
<u>Hourly Vehicle Cost</u>	\$	<u>5.47</u>
Hourly Wage, Support and Vehicle Costs	\$	66.33
Dane County's Indirect Cost (7.3%)	\$	4.84
<u>Total Hourly Cost</u>	\$	<u>71.17</u>
<u>Annual Cost with an Estimated 8</u>	\$	<u>6,832</u>
<u>hours per month</u>		