

Dane County Contract Cover Sheet

Dept./Division	Emergency Management/Emergency Planning	Contract # <small>Admin will assign</small>	13528
Vendor Name	City of Fitchburg	Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Vendor MUNIS #	n/a 1383	Type of Contract	
Brief Contract Title/Description	Intergovernmental Agreement Between Dane County and the City of Fitchburg, Regarding Use of a Portion of the Fitchburg Fire Station No.1 as a Backup Dane County Emergency Operations Center	<input type="checkbox"/>	Dane County Contract
		<input type="checkbox"/>	Grant
Contract Term	1 year upon notice of termination	<input type="checkbox"/>	County Lessee
Total Contract Amount	\$ 0	<input type="checkbox"/>	County Lessor
		<input 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	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	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
			286
			2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11/1/18		
CH	Controller		11/2/18	
Co	Purchasing	11/5/18	11/5/18	
	Corporation Counsel	11/5/18	11/5/18	
	Risk Management	11/2/18	11/2/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Rick Lange	Name	Chief Joe Pulvermacher
Phone #	266-4330	Phone #	278-2980
Email	lange@countyofdane.com	Email	joe.pulvermacher@fitchburgwi.gov
Address	PSB, Room 2107	Address	5520 Lacy Road

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
	<i>Charles A. Tubbs Sr</i>	<i>10/24/18</i>
	Printed Name	
	<i>CHARLES A. TUBBS SR.</i>	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

Mayor Gonzalez
Introduced by

Fire
Prepared by

Public Safety and Human Services
Referred to

September 25, 2018
Date

RESOLUTION R-179-18

AUTHORIZATION TO ACCEPT AN INTERGOVERNMENTAL AGREEMENT AS A BACKUP DANE COUNTY EMERGENCY OPERATIONS CENTER

This Intergovernmental Agreement ("Agreement") is made by and between Dane County ("County"), the City of Fitchburg ("City"), pursuant to § 66.0301, Wis. Stats., to be effective as of October 9, 2018.

WHEREAS, the City is currently in the process of establishing an Emergency Operations Center (hereafter, "EOC") located at Fire Station No. 1, 5791 Lacy Road, Fitchburg, Wisconsin; and

WHEREAS, the County currently has an existing EOC located in the Dane County Public Safety Building, 115 W. Doty Street; and

WHEREAS, both the City and the County need a location for a back-up EOC; and

WHEREAS, County has funding available to provide communications and other technology necessary to operate a functional EOC at Fire Station No 1; and

NOW, THEREFORE, LET IT BE RESOLVED that, pursuant to Wis. Stat. §66.0301, the parties do mutually agree as follows:

1. **MUTUAL EOC BACK-UP LOCATIONS.** The County will allow the City to use the existing primary County EOC in the Dane County Public Safety Building as a back-up City EOC location. The City will allow the County to use the newly created primary City EOC in the Fitchburg Fire Station No. 1 as the back-up County EOC location and training room.
2. **DURATION.** The term of this Agreement shall continue indefinitely, subject to termination of agreement as set forth in section 6.
3. **DESIGN AND CONSTRUCTION OF FITCHBURG FIRE STATION NO. 1 EOC LOCATED AT 5791 LACY ROAD, FITCHBURG, WISCONSIN.**
 - a. The City shall enter into a contract for design, construction and implementation of the remodeling of Fitchburg Fire Station No. 1 at the City's cost.
 - b. Prior to construction the City will consult with the County regarding the design of the space for the EOC. County shall have input over the design, and shall have the right to terminate this Agreement prior to the start of construction if the parties cannot reach an agreement on the design of the EOC.

- c. County will provide, at its own expense, communications equipment and other needed technology set forth on Exhibit A to be used at the Fire Station No. 1. County shall procure and install the equipment at its cost. Said equipment will remain the property and responsibility of County. Either party shall have the right to terminate this Agreement prior to the start of construction, if the parties do not reach a mutual agreement regarding necessary equipment and installation.
- 4. USE OF CITY EOC FACILITY AT FITCHBURG FIRE STATION NO. 1.**
 - a. The City shall retain all ownership and control over the building including the EOC facility and shall be responsible for building maintenance and upkeep. The City will have the right of first use (with the exception of backup EOC emergency use).
 - b. County Emergency Management shall have primary use of the EOC facility if needed as backup for emergency operations. The County may use the facility for training. Use of the space will be scheduled through the Fitchburg Fire Department to prevent double booking the room.
 - c. When not needed by County for emergency operations, City may use the facility for training or any other operational needs, including a regional training site.
- 5. USE OF COUNTY EOC FACILITY AT DANE COUNTY PUBLIC SAFETY BUILDING,**
 - a. The County shall retain all ownership and control over the building including the EOC facility and shall be responsible for building maintenance and upkeep. The County will have the right of first use (with the exception of backup EOC emergency use).
 - b. City Emergency Management shall have primary use of the EOC facility if needed as backup for emergency operations. The County may use the facility for training. Use of the space will be scheduled through Dane County Emergency Management to prevent double booking the room.
 - c. When not needed by City for emergency operations, County may use the facility for training or any other operational needs, including a regional training site.
- 6. TERMINATION.**
 - a. Either party may terminate this Agreement for any reason upon 75 days' notice to the other party in writing.
 - b. If the Agreement is terminated by either party, County will have the right to remove all property provided by County as listed on Exhibit A that is not a fixture to the building.
- 7. LIABILITY.**
 - a. All parties, each and for itself, shall be responsible for any injuries, claims or losses arising from or caused by the acts or omissions of its agents or employees acting within the scope of their employment, in accordance with Wis. Stats. §§ 893.80 and 895.46(1).
 - b. County and City will carry insurance needed for protection of their own property. Each party assumes the financial liability and responsibility for their own equipment.
 - c. This agreement is not intended to create any contractual liabilities or causes of action by either party against the other party.
- 8. ENTIRE AGREEMENT AND AMENDMENTS.** The entire Agreement of the parties is contained herein and this Agreement and Exhibit(s) supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended by any fashion except in writing, executed by the parties.
- 9. NO THIRD PARTY RIGHTS.** This is an Agreement between the parties, and nothing herein creates any rights in any third person.

DANE COUNTY

Joseph Parisi

Date

County Executive

CITY OF FITCHBURG



10/29/18

Jason Gonzalez

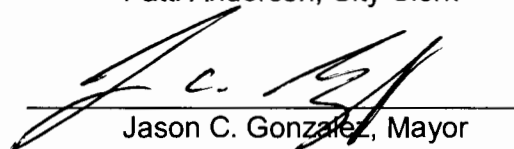
Date

Mayor

Adopted this 9th day of October, 2019.



Patti Anderson, City Clerk



Jason C. Gonzalez, Mayor