Dane County Contract Cover Sheet Significant

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Dept./Division		Sheriff's Office Field Services Division					Contra Admin will		13928			
Vendor Name		Village of Mazomanie				Addendum 🔲		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Yes	⊠ No		
Vendor MUNIS #		5049						Type of Contract				
Brief Contract Title/Description		Contract to decrease one Deputy position, for a total of two Deputy positions, for law enforcement contractual duties for the Village of Mazomanie.						Dane County Contr Grant County Lessee County Lessor			ee	
Contract Term		2-3-2020 until terminated in writing by either party						X		Intergovernmental Purchase of Property		
Total Contract Amount		\$ (139,100)								Property Sale Other		
Purchasing Authority		Between \$10,000 − \$36,000 (\$0 − \$25,000 Public Works) (3 quotes required)  Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)  RFB/RFP #  Bid Waiver − \$36,000 or under (\$25,000 or under Public Works)  Bid Waiver − Over \$36,000 (N/A to Public Works)  N/A − Grants, Leases, Intergovernmental, Property Purchase/Sale, Other										
MUNI	S Req.	Org Code	SHRFFL	D	Obj (	Code	80	)587	Amo	unt	\$ (13	9,100)
Req#		Org Code			Obj (	Code			Amo	Amount \$		
Year		Org Code	2. 2. 1		Obj (	Code			Amo	ount \$		
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.  Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.										
		☐ Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.  ☐ A copy of the Resolution is attached to the contract cover sheet.						ea.	Res #	2019		
				ntrac	t Ravis	w/Appr	ovals		(1.5)			
Inițials	Dept.	- Agrican Landing Co.	Date In		e Out	Comme				ugastel 1 vak mgagggara 2		
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Risk Man		ion Counsel	2/7/20	2/7	12020							
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	County E	xecutive										
2/14/65	Dane C	ounty Dept.	Contact Info	0				Vendor	Conta	ct Info		n and a second
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	Dane County Dept. Contact Info		Vendor Contact Info
Name	Lillian Radivojevich	Name	Susan Dietzen
Phone #	(608) 284-4801	Phone #	(608) 795-2100
Email	radivojevich@danesheriff.com	Email	villageofmazomzniewi.gov
Address	PSB, 115 West Doty Street, Madison, Wisconsin, 53703	Address	133 Cresent Street, PO Box 26, Mazomanie, WI 53560

Certification: The attached contract is a:					
$\boxtimes$	Dane County Contract without any modifications.				
	Dane County Contract with modifications.  The modifications have been reviewed by:				
	Non-standard contract.				

**Contract Cover Sheet Signature** 

Department Approv	al of Contract	24104 F4
	Signature	Date
Dept. Head / Authorized Designee	Printed Name  Jeffrey E. Hook, Chief Deputy	2-4-00

Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature Date  Z. Z. Z. Z.
Corporation Counsel	Signature Date  2/7/2.  Comments

## 2019 RES-452 **AUTHORIZING MODIFICATION TO LAW ENFORCEMENT SERVICE CONTRACTS** WITH THE VILLAGES OF WINDSOR AND MAZOMANIE The Dane County Sheriff's Office contracts with the Villages of Windsor and Mazomanie to provide law enforcement service at a level above the basic level of law enforcement service otherwise provided to the Villages; both Villages request modifications to their existing law enforcement service contracts. The Village of Windsor requests an additional certified sworn law enforcement officer (total of 4 FTE's), and an additional vehicle and associated equipment (total of 2 vehicles) to perform such law enforcement duties. The potential estimated 2020 revenue increase for this contract modification is \$151,100, from \$395,300 to \$546,400. The Village of Mazomanie requests decreasing one certified sworn law enforcement officer (total of 2 FTE's) to perform such law enforcement duties. The

enforcement officer (total of 2 FTE's) to perform such law enforcement duties. The estimated 2020 revenue decrease resulting from this contract modification is (\$139,100), \$389,900 to \$250,800.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Sheriff, Dane County Executive, and Dane County Clerk are authorized to execute separate agreements for law enforcement service with the Village of Windsor and the Village of Mazomanie with the above stated modifications; and

**BE IT FURTHER RESOLVED** the Sheriff's Office is authorized to purchase one law enforcement vehicle for the Sheriff's Office including necessary equipment for the Village of Windsor law enforcement service; and

**BE IT FURTHER RESOLVED** position footnotes 42-11 and 42-17 are deleted and consolidated into a new footnote as follows: 2019 RES-452 authorizes 4.0 FTE (position #'s 1882, 1943, 2397, TBD) contingent on continued agreement with the Village of Windsor. Position footnote #42-12 is updated as follows: 2019 RES-452 authorizes continuation of 2.0 FTE (position #'s 445, 417) contingent on continued agreement with the Village of Mazomanie.

**BE IT FINALLY RESOLVED** that the 2020 Budget in the Sheriff's Office is modified as follows:

Village of Windsor Revenue (SHRFFLD-80584) increase \$151,100 Village of Mazomanie Revenue (SHRFFLD 80587) decrease (\$139,100) Vehicle & Equipment (CPSHRF 58923) increase \$84,400 Borrowing Proceeds (CPSHRF 84974) increase \$84,400

1 2	AGREE	MENT
3		
4	Number of Pages, excluding Schedules:	6
5 6	Agreement No.:	13928
7 8 9	EXPIRATION DATE:	
10	Approvals:	
11 12		Corp. Cnsl Risk Mgr. C. O.
13 14	AUTHORITY:	Res, 2019-2020
15	Department:	SHERIFF's Office
16 17		
18 19 20 21 22	THIS AGREEMENT, made and entered into by an capacity as Dane COUNTY SHERIFF (hereinafter re (hereafter, "the COUNTY") and the VILLAGE of Mazor	ferred to as "the SHERIFF"), the COUNTY of Dane
23	WITNES	SSETH:
24 25 26 27	WHEREAS the COUNTY, whose address is c/o COU Martin Luther King, Jr. Blvd, Madison, WI 53703, final state; and	
28 29 30 31 32	WHEREAS the SHERIFF, whose address is Room 2 duly elected and qualified Sheriff of the County o operations of the Dane County Sheriff's Office in proof the County of Dane; and	f Dane and as Sheriff, manages and directs the
33 34 35 36 37 38	WHEREAS the VILLAGE, whose address is c/o VIL St. Mazomanie WI 53560, pursuant to s. 61.65(1)(a enforcement services and desires to have law enforce Mazomanie, the VILLAGE being willing to purchase s by a contract pursuant to s. 61.65(1)(a)4., Wisconsin St.	), Wisconsin Statutes, is authorized to provide law ement services within the boundaries of the Village of such services from the Dane County Sheriff's Office
39 40 41 42 43	WHEREAS the SHERIFF is willing to assign State of to perform police services within the VILLAGE's boun services his office provides other villages, cities and willing to pay for such services; and	daries, over and above the level of law enforcement
44 45 46	WHEREAS the COUNTY is willing to consent to suc reimbursed by the VILLAGE; and	h an arrangement provided its costs are adequately
47 48 49	WHEREAS the COUNTY and the VILLAGE are aut	

**Section 1. Term.** The term of this Agreement shall commence as of the date by which all parties hereto have executed this Agreement and shall end as of the date any party terminates this Agreement in the manner provided for in Section 6 herein, unless sooner agreed to by all parties. Services provided under this Agreement shall commence as of the date of the last signature below. The commencement of this Agreement shall supersede and replace all previous agreements for law enforcement services between the parties, except VILLAGE shall be required to reimburse COUNTY for any outstanding expenses arising out of previous agreements.

Section 2. Cost. The VILLAGE shall reimburse the COUNTY its actual cost of providing police services to the VILLAGE under this Agreement. The SHERIFF shall maintain and submit to the VILLAGE a monthly account listing the name of each person providing services under this Agreement together with the hours of service provided, to the nearest whole hour, by the 5th of the month following service. The VILLAGE shall reimburse the COUNTY in said amount payable by the 25th of the month following service. The VILLAGE shall reimburse the COUNTY for all additional direct wages paid to any deputy or deputies for regular and overtime hours provided in connection with the prosecution of the VILLAGE's Ordinances under or pursuant to this Agreement. The COUNTY's cost for providing police services shall be calculated according to Schedule A attached and incorporated herein as though fully stated. Upon request of the VILLAGE, COUNTY shall provide documentation in a mutually agreed upon format of the COUNTY's actual costs and the manner in which they were calculated.

By September 1 of each year, COUNTY will provide to VILLAGE an updated Schedule A for the next year. The Schedule A shall itemize all estimated costs to be charged to the VILLAGE for the following year including: hourly wages and benefits, insurance, training, vehicle expenses, clerical costs and indirect costs. Included with the Schedule A will be the basis for which the costs are calculated.

(a) Annual adjustment. COUNTY reserves the right to increase its monthly charges to the VILLAGE, to reflect labor agreement settlements affecting the assigned deputies' salary, fringe benefits, and any other increased costs which occur within the term of this Agreement. The COUNTY shall provide the VILLAGE 30 days written notice prior to any such increase. Provided, however, the COUNTY will bill the VILLAGE retroactively for any increased costs attributable to such labor agreement settlements when COUNTY's costs of providing services under this Agreement are affected thereby. Any increased costs that have lapsed beyond one year may be payable by VILLAGE in the next budget year.

Section 3. Scope of Services. (INTRO.) The SHERIFF will assign two(2) deputy sheriffs ("the Assigned Deputies"), whose selection is mutually agreed upon by the parties after interviews with candidates, along with all necessary law enforcement equipment and uniforms, to provide services to the VILLAGE for a regular work period averaging on an annual basis 37.5 hours per week (not including overtime or court time related to this Agreement but including vacation, sick leave, training and other authorized time off work). It is understood that the two deputy sheriffs will serve as the Assigned Deputies and that the Assigned Deputies will not be replaced when on vacation, sick leave, training or other absence from work. Notwithstanding the previous sentence, if the Assigned Deputy is reasonably expected to be absent from work for more than 2 days the VILLAGE may request a replacement deputy. The SHERIFF will provide a replacement on an overtime basis. In such case, the VILLAGE shall be responsible for the cost of the Assigned Deputy and all costs of overtime replacement coverage. The Assigned Deputies shall also be a sworn officers of the VILLAGE.

 The VILLAGE may reduce the number of the assigned deputy sheriffs upon 90 days advance written notice to SHERIFF. If the VILLAGE requests to reduce the number of hours of coverage (less than the annual average of 37.5 hrs/per week per assigned deputy), the contract must be renegotiated to accommodate coverage on an overtime basis.

The parties acknowledge that from time to time the VILLAGE may request services which necessitate the Assigned Deputies work overtime or be assisted or replaced by another sworn deputy who is hired on overtime. The VILLAGE shall be responsible for all such overtime costs.

(a) <u>Patrol and First Response</u>. The Assigned Deputies will provide patrol functions within boundaries of the VILLAGE. During patrol hours, the Assigned Deputies will provide continuous patrol within the boundaries of the VILLAGE, subject to breaks, lunch times, paperwork required to be performed in the office and those situations which require mutual aid assistance by the COUNTY. When possible, the units will be first responders to all dispatched events in the VILLAGE. The Assigned Deputies will begin and end the patrol tour from the VILLAGE Police Station, if office space is provided by the VILLAGE.

Municipal Code. The Assigned Deputies will enforce all local ordinances for which the VILLAGE empowers him or her and will issue citations using the COUNTY's citation software and records management system or other equivalent manner compliant with Wisconsin law. The VILLAGE will provide an up to date electronic version of the VILLAGE's Code of Ordinances to the COUNTY to be added to COUNTY's database and shall notify the COUNTY of any changes to the ordinances. For purposes of enforcing the provisions of the VILLAGE Code of Ordinances, references in such Code of Ordinances to "law enforcement office", "police department", or "VILLAGE Police Department" shall mean the law enforcement services provided under this Agreement. The Assigned Deputies will attend all required court appearances on all municipal citations for which he or she is subpoenaed. The VILLAGE's attorney and or designee will be responsible for the prosecution of those matters in any court proceedings. Overtime wages for hours in excess of the 37.5 hours per week schedule of section 3 (intro.) incurred by the COUNTY as a consequence of court appearances by the Assigned Deputies on behalf of the VILLAGE shall be reimbursed to the COUNTY by the VILLAGE in accordance with this Agreement. The COUNTY shall reasonably cooperate with the VILLAGE's attorney in the prosecution of all municipal citations and ordinance violations and provide reports as requested.

(c) <u>Supervision</u>. The SHERIFF shall have supervisory control over the personnel providing services under this Agreement. The SHERIFF shall retain the final authority to make decisions as to the manner in which services shall be rendered following consultation with the VILLAGE Board and its designees pursuant to this Agreement. The SHERIFF will work with the VILLAGE to define and address its law enforcement needs.

Subject to the above paragraph, the SHERIFF and the VILLAGE will work together in good faith to define and address the VILLAGE's law enforcement needs, including the selection of assigned personnel. The VILLAGE shall bring specific law enforcement concerns to the attention of the Assigned Deputy/Sheriff's Office Supervisor and the Assigned Deputy shall work with the VILLAGE to address these concerns. If the VILLAGE is dissatisfied with the services provided by an Assigned Deputy, the VILLAGE shall provide SHERIFF with written notice of the circumstances of such dissatisfaction, and the SHERIFF shall be given the opportunity to remedy the situation. In the event the situation cannot be remedied to the mutual satisfaction of the parties, the SHERIFF shall begin the process of replacing the Assigned Deputy.

(d) <u>Liaison with Municipality</u>. Consistent with the SHERIFF's judgment as to good police practices, every effort will be made to respond to the VILLAGE's needs and desires. The VILLAGE will designate a liaison to provide the SHERIFF with any day to day information as to concentration of

patrol efforts, special assignments, etc., which the VILLAGE desires. The liaison will deal directly with the WEST Precinct Lieutenant.

(e) <u>Fines and Forfeitures</u>. Fines or forfeitures collected by the VILLAGE for State charges shall be turned over to the COUNTY and those collected for charges under the VILLAGE's ordinances will be retained by the VILLAGE. The Assigned deputies shall issue charges under the VILLAGE's ordinances whenever permitted by law, except for Operating While Intoxicated citations which shall be issued to the jurisdiction within the discretion of the Assigned Deputy.

(f) Vehicles and Equipment. The COUNTY shall provide all necessary individual equipment and training for the Assigned Deputies to perform the duties set forth herein, including but not limited to uniforms, protective gear, firearms, computer equipment and printers. The COUNTY shall further provide all necessary police vehicles, including all necessary equipment, and shall maintain insurance for the vehicles. All vehicles furnished by the COUNTY under this Agreement shall be comparable to, and compatible with, standard equipment issued throughout the Sheriff's Office. All such vehicles shall further carry identification markings of the Sheriff's Office and shall also be prominently identified with the name of the VILLAGE in a form mutually agreed upon by the SHERIFF and the VILLAGE. Vehicles shall be replaced when determined necessary by the SHERIFF and the VILLAGE. At the end of the vehicle depreciation period, VILLAGE shall have the option to keep the vehicle up until it reaches 100,000 miles or request a replacement vehicle. Any request for a replacement vehicle shall be made at least six months prior to when it is requested to be in service. The annual fee for use of the vehicle and equipment is included in Schedule A. All vehicles and other equipment provided by the COUNTY shall remain the property of the COUNTY.

(g) Office Space. VILLAGE shall provide and maintain an office for the ASSIGNED DEPUTIES' use including a cell phone, telephone, fax, copier, office supplies and internet connectivity. The COUNTY shall provide a computer capable of interfacing with the Sheriff's Office records system. If the VILLAGE does not provide an office, the indirect costs are calculated at a higher rate.

**Section 4. Indemnification.** Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

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

**Section 6. Termination.** Either the COUNTY, the SHERIFF or the VILLAGE may terminate this agreement by providing 6 months written notice to the other parties. This section shall not relieve the COUNTY, the SHERIFF, or the VILLAGE of their respective responsibility to furnish or pay for services furnished prior to the effective date of termination.

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

Section 8. Cooperation. The parties hereto shall commence, carry on and complete their respective obligations under this Agreement with all deliberate speed and in a sound, economical and efficient

manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, each party agrees to cooperate with the various departments, agencies, employees and officers of the other party.

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

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217 218 Section 10. Notices. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

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

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Section 12. Non-Discrimination, Equal Opportunity Employment

228 229 During the term of this Agreement, the parties agree not to unlawfully discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, 230 231 cultural differences, ancestry, physical appearance, arrest record or conviction record, military 232 participation or membership in the national guard, state defense force or any other reserve component of 233 the military forces of the United States, or political beliefs against any person, whether a recipient of 234 services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall 235 include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, 236 advertising, layoff, termination, training, rates of pay, any other form of compensation or level of service(s). 237 The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or 238 federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in 239 state or federal law.

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

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

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

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Section 15. Non-appropriation of Funds, Suspension of Services. If during the term of this Agreement, the governing body of either the COUNTY or the VILLAGE shall fail to appropriate sufficient

relieve the VILLAGE of its responsibility to pay for services furnished to the VILLAGE prior to the effective date of suspension. Services provided under this Agreement shall be reinstated immediately upon notice by either the COUNTY or the VILLAGE that funds therefor have been appropriated. IN WITNESS WHEREOF, the parties hereto, either directly or by their respective authorized agents, have caused this Agreement and its Schedules to be executed, as of the dates indicated below. BY THE SHERIFF: 02 03 2020 Date Signed: FOR THE VILLAGE: Date Signed: Date Signed: FOR THE COUNTY: Date Signed: JOSEPH T. PARISI, Co. Exec. Date Signed: SCOTT McDONELL, COUNTY Clerk 

funds to carry out that party's obligations under this Agreement, the services provided under this

Agreement shall be suspended upon a 10 day written notice to the other party. This section shall not

Village of Mazomanie- Dane County Sheriff's Office Page 6 of 6- Not Including Schedules/Attachments