Dane County Contract Cover Sheet

Revised 01/2024

Res 265 significant

Dept./Division		Sheriff's Office Field Services Division 1566						15668			
Vendor Name		Village of Black Earth & Mazomanie MUNIS # 8460 Ty			ype of	e of Contract					
Brief Contra Title/Descript	ct	Contract authorization in order to combine the Village of Black Earth and Mazomanie police service into one contract, currently each Village has its own police service contract. Dane County Contract Intergovernmental County Lessee County Lessor									
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Goldade, Michelle

From: Goldade, Michelle

Sent: Friday, January 3, 2025 1:12 PM

To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua

Cc: Stavn, Stephanie; Oby, Joe

Subject: Contract #15668

Attachments: 15668.pdf

Tracking: Recipient Read Response

Hicklin, Charles Read: 1/3/2025 1:30 PM Approve: 1/3/2025 1:30 PM

Patten (Purchasing), Peter Approve: 1/3/2025 2:20 PM

Gault, David Read: 1/3/2025 1:37 PM Approve: 1/3/2025 1:39 PM

Cotillier, Joshua Approve: 1/6/2025 8:32 AM

Stavn, Stephanie Read: 1/3/2025 1:48 PM

Stavii, Stephanie Read. 1/3/2023 1.40 1 1

Oby, Joe

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

Contract #15668 Department: Sheriff

Vendor: Villages of Black Earth & Mazomanie

Contract Description: Contract to combine the Village of Black Earth & Mazomanie police service into one contract (Res

265)

Contract Term: 12/1/24 - until terminated by both parties Contract Amount: \$507,500 combined annual revenue

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.

2024 RES-265

AUTHORIZING MODIFICATION TO LAW ENFORCEMENT SERVICE CONTRACTS WITH THE VILLAGES OF BLACK EARTH AND MAZOMANIE

The Dane County Sheriff's Office contracts with the Villages of Black Earth and Mazomanie to provide law enforcement service, both Villages request modifications to their existing law enforcement service contracts in order to enter into one combined service contract for law enforcement service above the basic level of law enforcement service otherwise provided to the Villages.

Currently, the Villages of Black Earth and Mazomanie each have two (2) certified sworn law enforcement officers (total of 4 FTE's) to perform such law enforcement duties. The new combined contract shall have a total of three (3) certified sworn law enforcement officers (total of 3 FTE's) to perform such law enforcement duties. One position shall remain unfilled contingent upon the mutual agreement by both the Village of Black Earth and Mazomanie to fill the position.

The decrease in revenue of \$117,300 as a result of this contract modification was approved in the 2025 Adopted Budget as follows:

SHRFFLD 80587 Village of Mazomanie budget decreased \$310,800 from a budget of \$310,800 to \$0;

 SHRFFLD 80581 Village of Black Earth budget increased \$193,500 from \$314,000 to \$507,500. The revenue from both Villages was combined into this one account line.

 \$310,800 + \$314,000 = \$624,800, original revenue budget for both SHRFFLD 80587 and 80581, less \$507,500 combined revenue is \$117,300, the amount of the revenue decrease as a result of contract modifications.

BE IT FINALLY RESOLVED that the Dane County Sheriff, Dane County Executive, and Dane County Clerk are authorized to execute a combined agreement for law enforcement service with the Village of Black Earth and the Village of Mazomanie with the above stated modifications.

1 AGREEMENT 2 3 4 Number of Pages, excluding Schedules: 5 6 7 8 15668 Agreement No.: **EXPIRATION DATE:** 9 10 Approvals: Corp. Cnsl Risk Mgr. C. O. 11 12 Res. 265, 2024 13 AUTHORITY: 14 15 Department: SHERIFF's Office 16 17 18 19 THIS AGREEMENT, made and entered into by and between Kalvin Barrett, acting solely in his capacity as Dane COUNTY SHERIFF (hereinafter referred to as "the SHERIFF"), the COUNTY of Dane (hereafter, 20 21 "the COUNTY") and the VILLAGES of Mazomanie and Black Earth (hereafter, individually "VILLAGE" and 22 collectively "the VILLAGES"), 23 24 WITNESSETH: 25 26 WHEREAS the COUNTY, whose address is c/o COUNTY Clerk, Room 106A, City-COUNTY Building, 27 210 Martin Luther King, Jr. Blvd, Madison, WI 53703, finances a Sheriff's office as required by the laws of 28 this state: and 29 30 WHEREAS the SHERIFF, whose address is Room 2000, 115 W, Doty Street, Madison, Wi 53703, is the 31 duly elected and qualified Sheriff of the County of Dane and as Sheriff, manages and directs the 32 operations of the Dane County Sheriff's Office in providing police services throughout the territorial limits 33 of the County of Dane; and 34 35 WHEREAS the VILLAGE of Mazomanie, whose address is c/o Village Administrator, 133 Crescent St. 36 Mazomanie, WI 53560, pursuant to s. 61.65(1)(a), Wisconsin Statutes, is authorized to provide law 37 enforcement services and desires to have law enforcement services within the boundaries of the Village 38 of Mazomanie, the VILLAGE being willing to purchase such services from the Dane County Sheriff's 39 Office by a contract pursuant to s. 61.65(1)(a)4., Wisconsin Statutes; and 40 41 WHEREAS the VILLAGE of Black Earth, whose address is c/o Village Clerk-Treasurer, 1210 Mills St. 42 Black Earth, WI 53515, pursuant to s. 61.65(1)(a), Wisconsin Statutes, is authorized to provide law 43 enforcement services and desires to have law enforcement services within the boundaries of the Village 44 of Black Earth, the VILLAGE being willing to purchase such services from the Dane County Sheriff's 45 Office by a contract pursuant to s. 61.65(1)(a)4., Wisconsin Statutes; and 46 47 WHEREAS the SHERIFF is willing to assign State of Wisconsin certified sworn law enforcement officers 48 to perform police services within the VILLAGES's boundaries, over and above the level of law

enforcement services his office provides other villages, cities and towns within Dane County, provided the VILLAGES are willing to pay for such services; and

WHEREAS the COUNTY is willing to consent to such an arrangement provided its costs are adequately reimbursed by the VILLAGES; and

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

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

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 each VILLAGE shall be required to reimburse COUNTY for any outstanding expenses arising out of its previous agreements.

 Section 2. Cost. Each VILLAGE shall reimburse the COUNTY 50% of its actual cost of providing police services to the VILLAGES under this Agreement. The SHERIFF shall maintain and submit to each 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 County will invoice the Village of Mazomanie and The Village of Black Earth equally once every four weeks, each invoice covering two consecutive COUNTY pay periods. The Village of Mazomanie will be responsible for 50% and the Village of Black Earth will be responsible for 50% of the total cost. Each VILLAGE shall reimburse the COUNTY said amount. Payment to the COUNTY is due 30 days after the date of the invoice. Each VILLAGE shall reimburse the COUNTY for all additional direct wages paid to any deputy or deputies for regular and overtime hours provided specifically to that VILLAGE, at the VILLAGE'S written request, 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 either 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 each VILLAGE an updated Schedule A for the next year.

The Schedule A shall itemize all estimated costs to be charged to the VILLAGES 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 VILLAGES, 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 VILLAGES 30 days written notice prior to any such increase. Provided, however, the COUNTY will bill the VILLAGES 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 each VILLAGE in the next budget year.

Section 3. Scope of Services. (INTRO.) The SHERIFF will assign three(3) 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 VILLAGES 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 three 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 VILLAGES may request a replacement deputy. The SHERIFF will provide a replacement on an overtime basis. In such case, the VILLAGES 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 VILLAGES.

The VILLAGES may reduce the number of the assigned deputy sheriffs upon 90 days advance written notice to SHERIFF. If the VILLAGES 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 a 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 requesting VILLAGE shall be responsible for all such overtime costs.

(a) Patrol and First Response. The Assigned Deputies will provide patrol functions within boundaries of the two VILLAGES. During patrol hours, the Assigned Deputies will provide continuous patrol within the boundaries of the VILLAGES, 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 VILLAGES. The Assigned Deputies will begin and end the patrol tour from one of the VILLAGES' Police Stations, if office space is provided by the VILLAGES.

Municipal Code. The Assigned Deputies will enforce all local ordinances for which each of the VILLAGES 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. VILLAGES will provide an up to date electronic version of each 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 VILLAGES 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. Each 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 VILLAGES shall be reimbursed to the COUNTY by the VILLAGES in accordance with this Agreement. The COUNTY shall reasonably cooperate with each 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 each VILLAGE Board and its designees pursuant to this Agreement. The SHERIFF will work with the VILLAGES to define and address its law enforcement needs.

Subject to the above paragraph, the SHERIFF and the VILLAGES will work together in good faith to define and address each VILLAGE's law enforcement needs, including the selection of assigned personnel. The VILLAGES 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 VILLAGES to address these concerns. If the VILLAGES are dissatisfied with the services provided by an Assigned Deputy, the VILLAGES 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 each VILLAGE's needs and desires. Each 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 each VILLAGE desires. The liaisons will deal directly with the WEST Precinct Lieutenant.
- (e) <u>Fines and Forfeitures</u>. Fines or forfeitures collected by the VILLAGES for State charges shall be turned over to the COUNTY and those collected for charges under each VILLAGE's ordinances will be retained by that VILLAGE. The Assigned deputies shall issue charges under each 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 VILLAGES in a form mutually agreed upon by the SHERIFF and the VILLAGES. Vehicles shall be replaced every eight years or when determined necessary by the SHERIFF and the VILLAGES. The vehicles will be used on a four year rotational basis by using a primary vehicle and supplementing its use with a backup vehicle. The newest vehicle will be designated the primary vehicle and the oldest, the backup. After four years the primary will become the backup and the backup will be replaced with a new vehicle, to be designated the new primary. 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. Each VILLAGE shall provide and maintain an office for the ASSIGNED DEPUTIES' use including a cell phone, telephone, copier, office supplies and internet connectivity. The COUNTY shall provide a computer capable of interfacing with the Sheriff's Office records system. If the VILLAGES do 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 either of the VILLAGES may terminate this agreement by providing 6 months written notice to the other parties. This section shall not relieve the COUNTY, the SHERIFF, or each 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 parties.

Section 9. Personnel. The COUNTY and the VILLAGES 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.

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 parties in writing within a reasonable time.

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 any 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.

Section 12. Non-Discrimination, Equal Opportunity Employment

extent allowable in state or federal law.

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, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, any other form of compensation or level of service(s). The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the

In all solicitations for employment placed on any party's behalf during the term of this Agreement, the hiring party agrees to include a statement to the effect that the hiring party is an "Equal Opportunity Employer." 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. Section 14. Amendment. This Agreement may be amended by mutual written agreement between all parties. Section 15. Non-appropriation of Funds, Suspension of Services. If during the term of this Agreement, the governing body of either the COUNTY or either VILLAGE shall fail to appropriate sufficient 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 parties. This section shall not relieve the VILLAGES of their respective responsibility to pay for services furnished to the VILLAGES prior to the effective date of suspension. Services provided under this Agreement shall be reinstated immediately upon notice by either the COUNTY or the VILLAGES that funds therefor have been appropriated. caused this Agreement and its Schedules to be executed, as of the dates indicated below.

IN WITNESS WHEREOF, the parties hereto, either directly or by their respective authorized agents, have

BY THE SHERIFF: Date Signed: 12/20/2024 Kalvin Barrett, SHERIFF FOR THE VILLAGE OF MAZOMANIE: 11/20/24 Date Signed: Gary Harron - Village Presiden Date Signed:

303 304			
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307		EOR	THE VILLAGE OF BLACK EARTH:
308		700	THE VIELAGE OF BEACK ENTER.
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310		, /	Ohil Man)
311	Date Signed:	11/20/24	()lery/laye
312	-		Terry Moyer - Village President
313			V
314		11/20/24	Calal I
315	Date Signed:	11/4/14	May A Cally
316			Craig Abegglen – Village Clerk/Treasurer
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319			FOR THE COUNTY:
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322 323	D. J. Obereste		
324	Date Signed:	Property American Marketine	MELISSA AGARD, Co. Exec.
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328	Date Signed:		90 PF 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
329			SCOTT McDONELL, COUNTY Clerk
330			

Schedule A
Villages of Black Earth & Mazomanie
Joint-Contract Policing

Wages, Vehicle and Support Costs

Dane County Indirect Costs 3.8%

Cost of Contract

Julit-Collinact Policing						
		Average		Teuscher		Watkins
Deputy's hourly wage with benefits	\$	76.46	\$	77.78	\$	73.61
Clerical Support (3.7% of lowest dep)	\$	2.72	\$	2.72	\$	2.72
Liability Insurance	\$	0.99	\$	0.99	\$	0.99
Initial Training	\$	0.46	\$	0.46	\$	0.46
Inservice Training	\$	0.27	\$	0.27	\$	0.27
Deputy's hourly wage and support costs	\$	80.90	\$	82.22	\$	78.05
37.5 hours/week multiplied by 52 weeks	hours/week multiplied by 52 weeks 1,95		1,950			1,950
Projected Cost	\$	157,755.00	\$	160,329.00	\$	152,197.50
Sub-total Personnel costs					\$	470,281.50
Vehicle Costs			So	uad # 85 (VE	iuad	I # 88 (VMAZ)
Vehicle Depreciation				Met	\$	8,510.00
Vehicle Insurance			\$	116.10	\$	120.70
Vehicle Maintenance			\$	2,232.67	\$	2,232.67
Vehicle Equipment Depreciation w/AED			\$	2,494.33	\$	2,775.87
Supply Fee			\$	96.05	\$	96.05
Projected Costs			\$	4,939.15	\$	13,735.29
Sub-total Vehicle Costs					<u>\$</u>	18,674.44

50% of Projection \$ 253,767.97

Rounded \$ 507,500.00

\$

488,955.94

18,580.00

507,535.94