

**COUNTY OF DANE**

**Intergovernmental Agreement**

Number of Pages, including Schedules \_\_\_\_\_

Agreement No. \_\_\_\_\_

EXPIRATION DATE December 31, 2011 \_\_\_\_\_

Approvals: \_\_\_\_\_

Corp. Counsel Risk Mgr. C.O.

AUTHORITY: Res. \_\_\_\_\_, 19 \_\_\_\_\_

Department: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**THIS AGREEMENT**, made and entered into as of the date by which representatives of both parties have affixed their respective signatures, by and between the County of Dane (hereafter referred to as "COUNTY") and the City of Madison (hereafter, "CITY"), together hereafter "the Parties",

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is c/o County Clerk, Room 112 City-County Building, 210 Martin Luther King, Jr., Blvd., Madison, WI 53703, is the owner of the Dane County Law Enforcement Training Center (hereinafter "Training Center") located at 5184 STH 19, in the Town of Westport, County of Dane; and

**WHEREAS** CITY, whose address is c/o City Clerk, Room 103 City-County Building, 210 Martin Luther King, Jr., Blvd., Madison, WI 53703, is desirous of having use of the range for purposes of training its police officers in firearms; and

**WHEREAS** COUNTY and CITY are authorized by s. 66.0301(2), Wis. Stats., to enter into agreements of the type contemplated by this document; and

**WHEREAS** the Dane County Law Enforcement Training Center (Training Center) consists of a one story building ("the building"), a number of shooting ranges and enclosed lands, including two grassy areas adjacent to the building suitable for law enforcement training, and a parking lot. The ranges include one 100 meter rifle range (range 1), one 25 meter pistol range with movable targets (range 2), one 25 meter pistol range with stationary targets (range 3), one 100 yard long gun range (range 4), one combat/tactical range (range 5) and one additional range (range 6). The enclosed lands, not including the building and the ranges, are referred to as "the infield" and "the K-9 Area." The aforementioned areas are delineated in attached Schedule C; and

**WHEREAS** COUNTY and CITY wish to formalize arrangements for CITY's use of the Training Center.

**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, COUNTY and CITY do agree as follows:

1. The term of this Agreement shall commence as of January 1, 2007 and shall end at midnight on December 31, 2011, unless sooner agreed to by the Parties as described in Paragraphs 17 and 18 herein.
2. For yearly consideration of \$25,000, subject to an annual increase not to exceed 3% beginning in 2008, CITY shall be entitled to the uses of the Training Center identified herein. CITY shall remit payment no later than 45 days after the billing date.
3. CITY shall be entitled to exclusive use of a portion of the building for munitions storage purposes, not to exceed 200 square feet in area, the exact location in the building to be determined by COUNTY and subject to change from time to time in COUNTY's discretion.
4. CITY shall be entitled to exclusive use of a portion of the building for use as an armorer's room, not to exceed 75 square feet in area, the exact location in the building to be determined by COUNTY and subject to change from time to time in COUNTY's discretion.
5. CITY shall be entitled to exclusive use of a portion of the building for use as an office, not to exceed 200 square feet in area, the exact location in the building to be determined by COUNTY and subject to change from time to time in COUNTY's discretion.
6. COUNTY shall give CITY at least 30 days written notice of any changes in space assignment. CITY shall be responsible for all moving-related expenses and activities. CITY shall be responsible for furnishing all spaces for which it has exclusive use.
7. Pre-approved COUNTY staff shall have access to CITY's space to the extent necessary to perform daily operations, in emergency situations or upon reasonable notice.
8. CITY agrees to maintain the premises over which it has exclusive control in its received condition and deliver the same in as good a condition, excepting normal wear and tear, at the termination of this Agreement or whenever the County changes the space assignment whichever is sooner.
9. CITY shall be entitled to use of the building, classrooms, ranges, the infield and the K-9 area for training as noted on "Schedule A" which is attached hereto and is hereby incorporated by reference into this Agreement. Such

use is understood to include incidental and ancillary use by CITY of the parking lot(s) and the infield and/or K-9 areas if not otherwise reserved.

10 CITY shall be entitled to use of classrooms, ranges and enclosed areas as identified in Schedule A, subject at all times to COUNTY's overall priority and the Wisconsin National Guard's priority for the 100 meter range (Range 1), for purposes of training its police officers. Except as noted above, CITY shall have priority use of classrooms, ranges and enclosed areas for those activities identified in Schedule A if, no later than September 15<sup>th</sup> of each year, CITY furnishes written notice to COUNTY's Sheriff of the desired dates for the two full In-Service sessions, Recruit Training, Emergency Response Team Training, Promotional Academy Training and Special Events Training, unless COUNTY has previously notified CITY in writing of prior commitments for the dates selected by CITY. If such notice is not received, CITY's space requests shall be subject to availability at the time the request is made. Subject to the foregoing, all other uses listed in Schedule A and any additional training requests by City shall be subject to availability at the time the request is made. Such use is understood to include incidental and ancillary use by City of the parking lot(s) and the infield and/or K-9 areas if not otherwise reserved. The requested 2007 Schedule for City Training Center use is attached as Schedule B

11 COUNTY shall assess and collect from law enforcement agencies using the range a per shoot charge as calculated by COUNTY. The "per shoot charge" shall be defined as a charge levied for each individual shooter using all or any range and classroom for up to 4 consecutive hours. Except as noted in Paragraph 12 below, additional fees are charged for use of a classroom beyond four hours or use of a classroom alone. CITY has the option to utilize the Training Center and agrees to pay the prevailing "per shoot charge" and "classroom rental fee" for all use beyond those identified in Schedule A. Such uses are subject to availability.

The "prevailing" charge or fee shall mean the rate charged to users generally. The 2007 prevailing "per shoot charge" is \$15 per shooter. The 2007 classroom rental fee is \$15 per hour for use of a small classroom and \$30 per hour for a large classroom.

12 Each CITY use of a range or ranges as identified in Schedule A shall include the use of a classroom for the entire 8-hour day at no additional charge.

13 CITY agrees to provide approved staff to close the Training Center on scheduled In-Service, Emergency Response Team, Field Training and Promotional Academy days.

14 CITY shall provide approved personnel to staff and close the Training Center on 13 practice Mondays during the year. COUNTY shall provide to CITY a

list of 20 specific dates by November 30<sup>th</sup>. From that list, CITY shall identify the 13 dates on which it shall staff the Training Center. CITY shall notify COUNTY of the dates no later than December 15<sup>th</sup>. The Training Center shall be staffed during its hours of operation, not to exceed 8 hours or later than 5:30 p.m.

- 15 COUNTY shall establish and enforce policies, procedures, regulations and post orders governing use of the ranges, the building and any other facilities, which may hereafter be constructed on the Training Center property. In its use of the Training Center, CITY shall comply with all policies, procedures and regulations set forth in the "Dane County Law Enforcement Training Center Operating Procedures and Regulations" manual ("manual") and related Post Orders which are posted on site. Amendments to the manual or post orders may be made at any time, and any changes shall be applicable to all users upon 30 days' written notice. Notwithstanding this paragraph, the policies, procedures and regulations shall not contravene any provisions of this Intergovernmental Agreement.
- 16 Neither Party shall assign or transfer any interest or obligation in this Agreement without the prior written consent of the other Party which shall not be unreasonably withheld.
- 17 If, through any cause, a Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if a Party shall violate any of the covenants or terms of this Agreement, the non-breaching Party, prior to exercising any option arising upon such breach, shall give the breaching Party written notice of such breach. The breaching Party shall have thirty (30) days to remedy the breach. This period may be extended by written agreement of the Parties. In the event any breach is not remedied within thirty days after receipt of notice thereof, the non-breaching Party shall be entitled to terminate this Lease without further notice and without approval of the breaching Party. The non-breaching Party may also avail itself of any other remedy available under the law.
- 18 If, during the term of this Agreement, the Dane County Board of Supervisors shall fail to appropriate sufficient funds to carry out County's obligations under this Agreement, this Agreement shall be automatically terminated as of the date funds are no longer available and without further notice of any kind to CITY. In such event, CITY shall have the option of purchasing the Training Center at a price to be agreed upon. In the event the Parties cannot agree upon a price, each shall select an appraiser who shall determine the value of the real estate and improvements thereon. The option price shall be equal to one-half of the total of both appraisals, provided that if the difference between the appraisals is more than 10% of the higher appraisal either Party may refuse to complete the transaction.

- CITY shall give COUNTY written notice of its election to exercise the option to purchase within 60 days of County's closure of the Training Center or the option shall be lost. The actual purchase shall be completed within six (6) months of CITY's notice to COUNTY or be lost, unless completion of the sale is extended by written consent of both Parties or unless delay is occasioned by the fault of COUNTY in which case the time for completing the transaction shall be extended by the same number of days as the delay.
- 19 In the use of the Training Center under this Agreement, the Parties agree to cooperate with the various departments, agencies, employees and officers of the other and to carry out their respective obligations in a spirit of cooperation. The Dane County Sheriff's Office and the City of Madison Police Department have a mutual interest in ensuring that there continues to exist in Dane County an adequate facility for law enforcement agencies to conduct effective training, including firearms training. To that end, CITY has an interest in being informed of and having an opportunity to participate in COUNTY plans for further improvements to the Training Center.
  - 20 CITY agrees to secure at CITY's own expense all personnel necessary to carry out CITY'S obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall CITY or any employee of CITY have or be deemed to have any direct contractual relationship with COUNTY.
  - 21 All notices and other correspondence to COUNTY shall be sent to: Dane County Sheriff's Office, Attn: Training Section, 115 West Doty St. Madison, WI 53703. All notices and other correspondence to CITY shall be sent to: Madison Police Department, Attn: Captain of Training, 211 South Carroll Street, Madison, Wisconsin 53703.
  - 22 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.
  - 23 Each Party, including but not limited to situations involving joint liability, 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. It is not the intent of the Parties to impose liability beyond that imposed by state statutes. The obligations of a party under this paragraph shall survive the expiration or termination of this Agreement.

- 24 In no event shall the acceptance of any payment required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of CITY, and the acceptance of any such payment by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- 25 No failure to exercise and no delay in exercising, any right, power or remedy hereunder on the part of COUNTY or CITY shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event of default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by CITY or COUNTY therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- 26 During the term of this Agreement, each Party agrees to abide by its respective affirmative action plan and, in doing so, to make all employment and service-related decisions without regard to age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest or conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any other reserve component of the military forces of the United States. 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). Both Parties will post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. 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 extent allowable in state or federal law.

In performance of work under this Agreement, the Parties agree not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. The Parties further agree not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.

- 27 It is expressly understood and agreed to by the Parties hereto that in the event of any disagreement or controversy between the Parties, Wisconsin law shall be controlling.
- 28 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 either of the parties or members of Departments.
- 29 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. The Parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both Parties.
- 30 The Parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the dates indicated below.

[signatures on next page]

FOR CITY:

\_\_\_\_\_  
David Cieslewicz, Mayor

Date:\_\_\_\_\_

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

Date:\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Dean Brassler, City Comptroller

Date:\_\_\_\_\_

\_\_\_\_\_  
Michael May, City Attorney

Date:\_\_\_\_\_

\* \* \* \*

FOR COUNTY:

\_\_\_\_\_  
KATHLEEN FALK, County Executive

Date: \_\_\_\_\_

\_\_\_\_\_  
ROBERT OHLSEN, County Clerk

Date: \_\_\_\_\_

**APPROVED:** Dane County Sheriff

Date Signed: \_\_\_\_\_  
GARY HAMBLIN, Sheriff



**Schedule A**  
**Intergovernmental Agreement – Training Center Use**

This schedule is part of the Interagency Agreement between CITY and COUNTY pertaining to the use of the Dane County Law Enforcement Training Center (“Training Center”) and it has been incorporated by reference into said Agreement. The intent is to detail more specifically the agreed-upon use of the Training Center by CITY.

Under the Agreement and for the consideration identified, CITY may use the Training Center for the purpose of training Madison Police Officers and to host specialized training for other agencies as follows:

**Item 1 In-Service\*\***

Two full in-service sessions, for up to 450 officers, consisting of 23 training days each. One in-service will be scheduled for the spring (March – May) the other for the fall (September – December). Each in-service day shall include the use of range(s) and a classroom for a full 8-hour training day. The in-service needs are based on an authorized strength of no more than 450 officers. Each in-service session shall also include one additional day for instructor preparation.

**Item 2 Recruit Training\*\***

Up to 10 (ten) training days with use of a range and classroom and three (3) training days with access to the Infield only

**Item 3 Emergency Response Team (ERT)\*\***

A total of thirty two (32) training days including both classroom and range(s).

**Item 4 Individual Practice for ERT**

Previously identified and authorized members of the ERT team may have access to range(s), subject to availability, for individual practice.

**Item 5 Promotional Academy\*\***

The use of a classroom only for ten (10) training days.

**Item 6 Field Training**

Use of a classroom only for six (6) training days.

**Item 7 Special Events Team (SET) Training \*\***

Open access to the Infield for SET training.

**Item 8 Specialized Training**

Up to ten (10) training days to host specialized training.

**Item 9 Canine Training (K9)**

Open access to the K-9 area.

Unless otherwise noted a Training Day shall consist of 8 consecutive hours.

CITY shall be responsible for scheduling all activities as outlined in Schedule A as well all additional training requests.

The activities identified in Schedule A shall be completed within each calendar year of the Agreement. No credit or refund shall be given for unused days. No unused time shall be credited or carried over into the next calendar year.

\*\* CITY shall enjoy priority in scheduling as detailed and subject to the conditions in paragraph 10 of the agreement. All other uses shall be subject to availability.

## SCHEDULE B

Below is the list of the 2007 training dates for which MPD requests use of the DCLETC.

### **Spring In-Service Dates (Range and Classroom):**

3/5 (staff preparation day), 3/6, 3/7, 3/8, 3/12, 3/13, 3/14, 3/15, 4/2, 4/3, 4/4, 4/5, 4/9, 4/10, 4/11, 4/12, 4/23, 4/24, 4/25, 4/26, 4/30, 5/1, 5/2, 5/3 (total 24 dates)

### **Fall In-Service Dates (Range and Classroom):**

9/4, 9/6, 9/10, 9/12, 9/17, 9/19, 9/27, 10/1, 10/3, 10/8, 10/10, 10/15, 10/17, 10/22, 10/24, 10/30, 11/1, 11/12, 11/14, 11/19, 11/26, 11/28, 12/3, (total 23 dates)

### **SET Training Dates (In Field)**

4/16, 4/17, 4/18, 4/19, 4/20, 10/16

### **ERT Training Dates (Range and Classroom)**

#### **Full Team**

5/7, 5/8, 5/9, 5/10, 5/11

#### **Entry Team**

1/11, 2/13, 3/27, 4/27, 5/7, 6/25, 7/31, 8/30, 9/28, 10/24, 11/8, 12/11

#### **Scout Team**

1/9, 2/6, 3/19, 4/6, 5/8, 6/18, 7/30, 8/31, 9/21, 10/26, 11/5, 12/10

### **Recruit Training Dates (Range and Classroom):**

Handgun: June 25, 26, 27, 28, 29

Handgun: July 16, 20

Rifle: July 17, 18, 19

### **Promotional Academy Dates (Classroom):**

3/19, 3/20, 3/21, 3/22, 3/23, 3/26, 3/27, 3/28, 3/29, 3/30