

Appendix P

Citation Administration Services Contract

POLICE CITATION ADMINISTRATIVE SUPPORT SERVICES CONTRACT
VILLAGE OF SUSSEX AND TOWN OF LISBON – 2022-2024

This Contract is made and entered into between the Village of Sussex, hereinafter referred to as "Provider," and the Town of Lisbon, hereinafter referred to as "Purchaser."

In consideration of the mutual promises set forth in this Contract, the Provider and Purchaser agree as follows:

1. The provider shall enter citations into the TRACS program, which purchaser's law enforcement employees issue and make available in agreed upon form to provider.
2. For the services provided as described in the preceding paragraph, purchaser shall pay provider a fee of \$31.43 per hour of service provided. Provider shall submit monthly billing statements to Purchaser, which will be accompanied by an itemized list of the citation administrative support services provided. Purchaser shall remit payment within 30 days of receipt of a billing statement.
3. Purchaser and Provider understand and agree that the fee rates set forth in paragraph 2 are for 2022 services, with a 1% per year increase for 2023 and 2024.
4. Provider is willing to supply the above mentioned services with the understanding that the TRACS software remains at the Provider's location at no additional cost to the Provider. If the technology availability and or cost changes the Provider may terminate this contract immediately. If the contract is terminated under this provision Purchaser shall pay Provider for all services provided under this contract up to and including the date the contract termination is effective.
5. Provider is willing to provide the above mentioned services with the understanding the Purchaser will average 75 citations per month requiring approximately 15 minutes of work time per citation. If the administrative support volume changes from these expectations Provider may terminate this contract with 30 days written notice to Purchaser. If the contract is terminated under this provision Purchaser shall pay Provider for all services provided under this contract up to and including the date the contract termination is effective.
6. This contract constitutes and contains the entire agreement of the parties, and supersedes any and all other contracts, agreements or understandings between the parties, whether oral or written.
7. Any violation by Purchaser of any portion of this contract shall constitute a breach of this Contract by Purchaser. In the event of such breach, Provider shall have the option of declaring this contract terminated with 30 days written notice. In the same token any violation by Provider of any portion of this contract shall constitute a breach of this Contract by Provider. In the event of such breach, Purchaser shall have the option of declaring this contract terminated with 30 days written notice. If the contract is

terminated under this provision Purchaser shall pay Provider for all services provided under this contract up to and including the date the contract termination is effective.

8. It is the intent of and is understood by the parties that the relationship of Provider and Purchaser is that of an independent contractor. The Provider is not the employee or agent of the Purchaser and the Purchaser is not the employee or agent of the Provider. Each party will therefore be responsible for its own acts or omissions and neither party will be obligated to defend or indemnify the other for any claim, loss, or liability that results from the other's acts or omissions. Nothing in this paragraph is intended to preclude or foreclose the right of either party to bring a cross claim or third party claim against the other for contribution as a joint tortfeasor.

9. The term of this Contract shall be from January 1, 2022 through December 31, 2024 regardless of the dates of the signatures set forth below.

Adopted this 27th day of JULY, 2021 by the Village Board of the Village of Sussex, Waukesha County, Wisconsin


Sussex Village President

ATTEST: 
Sussex Village Clerk-Treasurer

Adopted this _____ day of _____, 2021 by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin

Lisbon Town Chairman

ATTEST: _____
Lisbon Town Clerk