

**RESOLUTION 2021-08**

**A RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT TO OBTAIN RECORDS FROM THE DANE COUNTY JAIL**

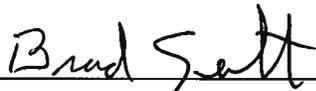
**WHEREAS**, the Dane County Sheriff’s Department has requested that the McFarland Police Department enter into an agreement regarding the access and use of recordings from the Dane County Jail; and,

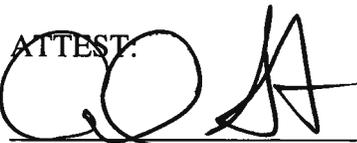
**WHEREAS**, the Village Board has reviewed the terms and conditions of the proposed agreement and has determined that approval of the agreement as set forth in Exhibit A is reasonable and would promote the public interest.

**NOW, THEREFORE, BE IT RESOLVED**, that the agreement attached hereto as Exhibit A is hereby approved, and the acting Police Chief is authorized to execute the same in substantially the same form as Exhibit A.

Adopted at a regular meeting of the Village Board this 8th day of March, 2021.

APPROVED:

  
\_\_\_\_\_  
Brad Czebotar, Village President

ATTEST:  
  
\_\_\_\_\_  
Cassandra Suettinger, Village Clerk-Treasurer

RESOLUTION # 2021-08	
MOTION	SECOND
Czebotar	Kryzenske
ACTION	DATE
Adopted	03/08/21
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Clow – Aye	Kryzenske – Aye
Brassington – Aye	Flaherty – Aye
Czebotar – Aye	Utter – Aye
Rupert - Aye	
VOTING RESULTS	
Motion Carried	7 – 0 – 0
Motion Defeated:	



SHERIFF DAVID J. MAHONEY  
**DANE COUNTY SHERIFF'S OFFICE**

CHRISTOPHER J. NYGAARD, Chief Deputy  
(608) 284-6167



DAVID R. DOHNAL  
Captain, Administrative Services  
(608) 284-6175

TIM R. SCHUETZ  
Captain, Support Services  
(608) 284-6186

KERRY W. PORTER  
Captain, Security Services  
(608) 284-6165

JANICE L. TETZLAFF  
Captain, Field Services  
(608) 284-6870

**AGREEMENT TO PROVIDE ACCESS TO INMATE TELEPHONE CALLS  
AND MESSAGING TO DANE COUNTY LAW ENFORCEMENT AGENCIES**

This Agreement to Provide Access to Inmate Telephone Calls and Messaging to Dane County Law Enforcement Agencies (hereinafter "Agreement") is made between the Dane County Sheriff's Office (hereinafter "COUNTY") and \_\_\_\_\_, (hereinafter "AGENCY").

WHEREAS, the COUNTY provides access to telephone and messaging services through Global Tel\*Link Corporation (hereinafter "GTL") to inmates housed in the Dane County Jail; and WHEREAS, these inmate calls and messages are recorded and accessible to Dane County staff for professional use; and

WHEREAS, it is the responsibility of the COUNTY to ensure the integrity of its law enforcement records, including recordings of inmate telephone calls and messages; and

WHEREAS, the parties agree that the AGENCY has an interest in direct access to certain inmate telephone recordings and messaging for the purpose of furthering law enforcement investigations; and

WHEREAS, the parties agree that it is important that the records of the COUNTY, including GTL inmate telephone records and messaging, are disseminated appropriately and used only for their intended purpose;

NOW THEREFORE, COUNTY and AGENCY agree as follows:

1. The AGENCY shall be allowed to directly access GTL recordings of Dane County Jail inmate telephone calls and messaging for official use only.
2. The AGENCY shall take steps to ensure that their personnel, at all levels, understand what is considered appropriate use of the available GTL records. To ensure this responsibility is complied with, AGENCY shall review this requirement with all staff, as needed, to assure the integrity and appropriate use of information.
3. The AGENCY shall hold its employees accountable for any improper access to or use of available GTL records. AGENCY shall immediately notify COUNTY of any inappropriate use or security breach.
4. COUNTY reserves the right to remove AGENCY's access to GTL records for any reason, including but not limited to, improper access or misuse of records.

5. AGENCY shall not disseminate any records obtained by county's GTL system to anyone outside AGENCY with the express written permission of county, unless otherwise required by law. All requests for records by anyone outside of the AGENCY shall be referred to the Dane County Sheriff's Office Records Unit for processing. These restrictions will not apply to recordings and descriptions of recordings that are sent to the District Attorney's Office as part of an official investigation on the part of this AGENCY.
6. AGENCY shall not alter or edit GTL records.
7. Under no circumstances shall AGENCY employees use the GTL records to gain information for personal use.
8. AGENCY shall indemnify and hold COUNTY harmless for any and all claims resulting from AGENCY's access to or use of GTL records.
9. COUNTY's contact for purposes of this Agreement is:
  - Name: **Lieutenant Brian Hayes**
  - Phone Number: **(608) 284-6802**
  - Email: [hayes.brian@danesheriff.com](mailto:hayes.brian@danesheriff.com)
10. AGENCY's contact for purposes of this Agreement is:
  - Name:
  - Phone Number:
  - Email:
11. AGENCY shall be responsible for all costs incurred by COUNTY related to AGENCY's access to GTL records.

\_\_\_\_\_  
 Sheriff David J. Mahoney

\_\_\_\_\_  
 Print Name: \_\_\_\_\_

Dane County Sheriff's Office

AGENCY Representative

Dated \_\_\_\_\_, 20

Dated \_\_\_\_\_, 20