

CONTRACT FOR JOINT DISPATCH SERVICES

This contract entered into the _____ day of _____ 2010 by and among the Village of Caledonia, Wisconsin (hereinafter referred to as **CALEDONIA**), the Village of Mount Pleasant, Wisconsin (hereinafter referred to as **MOUNT PLEASANT**), the City of Racine, Wisconsin (hereinafter referred to as **CITY**), the Village of Sturtevant, Wisconsin (hereinafter referred to as **STURTEVANT**), and the County of Racine, Wisconsin (hereinafter referred to as **COUNTY**) for the purpose of consolidating dispatch services for the four municipalities and **COUNTY** and pursuant to Sections 61.65 and 66.0301 of the Wisconsin Statutes, the parties agree as follows:

1. *Establishment of Joint Dispatch*

COUNTY shall, in accordance with the schedule set forth in section 9 of this contract, establish a joint dispatch operation that shall be adequately staffed, equipped and supplied to provide—and shall provide at **COUNTY** cost—dispatch services for police, fire and EMS rescue 24 hours per day, 7 days per week to and for **CITY**, **CALEDONIA**, **MOUNT PLEASANT**, and **STURTEVANT**. **JOINT DISPATCH** shall also provide fire dispatch services to the Villages of Wind Point, North Bay and Elmwood Park. All dispatch personnel shall be employees of **COUNTY**.

The joint dispatch operation (hereafter referred to as **JOINT DISPATCH**) shall be a civilian department of the **COUNTY** headed by a director who shall report to the Racine County Executive. **JOINT DISPATCH** shall answer and dispatch all 9-1-1 calls and emergency calls for service. A more complete description of the dispatch services is set forth in Exhibit A, which is attached hereto and incorporated herein.

The parties hereby agree:

- that services shall be provided uniformly for the benefit of the residents of all municipalities served by JOINT DISPATCH;
- that the level of service shall, at a minimum, always be consistent with that currently provided by the County Communications Center; and
- that they are committed to ensuring that JOINT DISPATCH fully meets the public safety communications needs of the Racine County residents served by it.

2. *Locations of Joint Dispatch Operations*

JOINT DISPATCH shall operate out of the existing **COUNTY** Communications Center located in the Town of Yorkville, with a mailing address of 14116 Washington Avenue, Sturtevant, WI 53177. The back-up dispatch center shall be located at the existing **CITY** communications center at 730 Center Street, Racine WI 53403. In emergency situations or for temporary construction purposes, the location of either or both dispatch centers can be moved on a temporary basis.

CALEDONIA, MOUNT PLEASANT and **CITY** shall arrange for transferring or forwarding the appropriate 9-1-1 lines and emergency police and fire phone lines to the dispatch centers as appropriate.

3. *Staffing of Joint Dispatch*

COUNTY will staff **JOINT DISPATCH** by hiring the necessary number of personnel to augment currently employed civilian personnel at the **COUNTY** Communications Center. The parties agree that **COUNTY** will hire a **JOINT DISPATCH** Director from outside the pool of current or former **CALEDONIA, MOUNT PLEASANT** and **CITY** dispatch personnel. **COUNTY** agrees that, for a period of two years after the effective date of consolidation, it will hire all other new employees for dispatch operations only

from the pool of currently employed and qualified **CALEDONIA, MOUNT PLEASANT** and **CITY** dispatch personnel, so long as any such personnel are willing to accept such positions.

Currently employed **CALEDONIA, MOUNT PLEASANT**, and **CITY** dispatch personnel interested in being employed by **COUNTY** shall be required to apply for such positions with the **COUNTY**. **COUNTY** shall have full discretion, consistent with applicable law, to determine whether such municipal dispatch personnel are qualified. **COUNTY**'s judgment concerning an individual's qualification may be based on any lawful consideration, including, but not limited to, test results, background checks, and history of prior employment.

Detailed terms and conditions of the Parties' agreement concerning hiring of municipal dispatchers are set forth in Exhibit B, which is attached hereto and incorporated herein. A list of the currently employed dispatch personnel for **CALEDONIA, MOUNT PLEASANT**, and **CITY** who are covered by this paragraph is set forth in Exhibit C, which is also attached hereto and incorporated herein. **COUNTY**'s obligation to hire staff from among currently employed municipal dispatch personnel shall be limited to those persons named in Exhibit C.

4. *Joint Dispatch Use of City of Racine Space as Back-up Facility*

CITY shall allow **COUNTY** to occupy and, as and when necessary, operate a back-up dispatch center in what is currently the **CITY** communications center at 730 Center Street. **COUNTY** shall have the right to occupy said site, to use and operate all existing equipment related to the operation to the dispatch center, and, at its option, to replace equipment as necessary to ensure an adequate back-up capability.

COUNTY shall be responsible for the payment of all operational costs related to the operation of both dispatch centers as more fully set forth in Exhibit D, which is attached hereto and incorporated herein by reference. **COUNTY'S** occupancy of the **CITY** communications center at 730 Center Street as a back-up dispatch center for **JOINT DISPATCH** shall be at no cost to **COUNTY** except as provided in Exhibit D.

5. *Payment by Municipalities for Joint Dispatch Services*

CITY, CALEDONIA, MOUNT PLEASANT, and STURTEVANT shall pay **COUNTY** the sum of \$2,366,048 for the year 2011 and shall pay \$2,548,906 per year in years 2012 -2020. Allocation of such payments among **CITY, CALEDONIA, MOUNT PLEASANT, and STURTEVANT** shall be the subject of a separate agreement. The payments shall be payable in quarterly installments due on the 1st day of January, April, July and October of each year. Commencing in the year 2021, the yearly payment shall be reduced by 10% of \$2,548,906 per year (\$254,891) from the previous year. After December 31, 2029, neither **CITY**, nor **CALEDONIA**, nor **MOUNT PLEASANT**, nor **STURTEVANT** shall owe **COUNTY** any further payments for dispatch services. A schedule of annual payments is set forth in Exhibit E, which is attached hereto and incorporated herein.

6. *911 Operations Commission*

A 911 Operations Commission (hereinafter referred to as “**OPERATIONS COMMISSION**”) shall be established and shall consist of the

- Racine County Sheriff,
- City of Racine police and fire chiefs,
- Caledonia police and fire chiefs,
- Mount Pleasant police chief,

- South Shore Fire Department chief,
- Sturtevant police chief, and
- On a rotating basis, one police chief from a municipality west of I-94 that is served by **JOINT DISPATCH.**, or one fire chief from a municipality or volunteer fire department west of I-94, that is served by **JOINT DISPATCH.**

Each member of the **OPERATIONS COMMISSION** shall have an equal vote and may send a designee in his or her place.

The **OPERATIONS COMMISSION** shall have overall authority over the operational policies and procedures of **JOINT DISPATCH**, but no such policies or procedures shall be inconsistent with the terms of this contract (including all exhibits) and work agreements (contracts), unless this contract is amended by the Parties. Implementation of operational policies and procedures shall be the responsibility of the **JOINT DISPATCH** Director, subject to supervision of the County Executive. The **OPERATIONS COMMISSION** may make recommendations to the County Executive, through the **JOINT DISPATCH** Director, in regard to the hiring of any additional staff and/or the purchase of any additional or replacement equipment or other similar capital expenses.

7. Effective Date and Duration of Contract

This contract shall be effective upon execution and shall continue until December 31, 2029. This contract will automatically renew on a year to year basis after December 31, 2029. A party may cease participation in this contract effective January 1, 2030 or thereafter, by giving all other parties at least one year's written notice of its intent to opt out of the contract. If any party breaches this contract and fails to cure such breach within

sixty (60) days after written notice of such breach from any other party or parties, the non-breaching party or parties may terminate this contract.

8. *Potential Expansion of Joint Dispatch to Include Other Municipalities*

All Parties acknowledge that other municipalities may be interested in participating in **JOINT DISPATCH** under this contract. **COUNTY** agrees that any additional municipality seeking dispatch services from the **COUNTY** shall only be allowed to receive those services by entering into this contract as an additional Party. The Parties agree to negotiate in good faith to bring any such municipality into the contract. **CITY, CALEDONIA, MOUNT PLEASANT, and STURTEVANT**, through the action of their boards/councils, must all agree to the addition of any new Parties to **JOINT DISPATCH** as described in this contract.

9. *Joint Dispatch Phase-in Schedule*

This contract shall be effective on the date of execution. **COUNTY** shall hire all personnel required to staff **JOINT DISPATCH** effective January 1, 2011, which shall be the effective date of consolidation. The following phase-in schedule shall be generally followed by the parties:

- A. On or about January 1, 2011: **COUNTY** hires dispatch personnel
- B. On or about March 1, 2011: **COUNTY** dispatches for **CALEDONIA**
- C. On or about July 1, 2011: **COUNTY** dispatches for **MOUNT PLEASANT/STURTEVANT**
- D. On or about October 1, 2011: **COUNTY** dispatches for **CITY**

10. *Operation of Municipal Dispatch Centers During Transition to Joint Dispatch*

CITY, CALEDONIA, MOUNT PLEASANT, and STURTEVANT agree to keep their respective dispatch centers operating in the same manner and level as operating before January 1, 2011 until such time that the **COUNTY** informs each respective municipality

that **COUNTY** can take over dispatch operations for that specific municipality. During this time period, each respective municipality shall cover all costs of its municipal dispatch operation except for the cost of the **COUNTY**-employed dispatch personnel assigned to that particular dispatch center.

During the period of training and transition subsequent to January 1, 2011, **COUNTY**-hired **JOINT DISPATCH** personnel will continue to be assigned to and will work at their respective municipal dispatch centers. **COUNTY** shall direct such personnel to continue to report to, perform job functions at, and be supervised as directed by, the respective municipality until **COUNTY** assumes dispatch operations for the respective municipality. **CITY, CALEDONIA, and MOUNT PLEASANT** shall be entitled to at least 30 days notice of the date on which dispatch operations are to be transferred from the respective municipality to the **COUNTY**, unless these parties agree upon a shorter time period.

11. *Joint Dispatch Staffing*

It is agreed that the staffing level of **JOINT DISPATCH** shall be 51 Full-Time Equivalents (FTE's), as more fully described in Exhibit F, which is attached hereto and incorporated herein. The payments specified in section 5 herein are based on staffing at that agreed level.

Recognizing that all Parties may benefit from **JOINT DISPATCH** having additional staffing resources during the period of training and transition subsequent to January 1, 2011, it is agreed among all Parties that **COUNTY** may hire more dispatchers from **CITY, CALEDONIA, and/or MOUNT PLEASANT** than the number required to achieve the agreed staffing level if requested to do so by the municipalities.

In that event, **CITY, CALEDONIA, MOUNT PLEASANT, and STURTEVANT** shall pay **COUNTY** an amount, on a quarterly basis, that compensates

COUNTY for the increased cost of employing such additional personnel. The obligation of the Participating Municipalities to compensate **COUNTY** shall, however, be limited by the following considerations:

- the municipalities shall not be liable for payments for any employee if and when that employee becomes one of the agreed 51 FTE's;
- the municipalities shall not be liable for payments for any employee who is not named on Exhibit C; and
- in no event shall they be liable for such payments more than eighteen months after the effective date of consolidation.

A schedule of quarterly payments for each additional person hired by **COUNTY** as a permanent employee appears in Exhibit E. In the event that **COUNTY** secures the services of an individual as other than a permanent employee, the municipalities will pay the actual cost for the individual's wages, which will not exceed the wage portion of the rate shown in exhibit E.

In addition to, or in lieu of, **COUNTY's** hiring of more municipal dispatchers than necessary to achieve the agreed staffing level of 51 FTE's, **CITY, CALEDONIA,** and/or **MOUNT PLEASANT** may, at their option, assign or otherwise make available to **COUNTY**, at no cost to **COUNTY**, currently employed dispatchers who had not been hired by it. In that event, because such individuals will be paid by their employing municipalities, no additional payments will be owed to **COUNTY**.

COUNTY shall have the sole power and authority to make all hiring, firing, discipline, promotion and other related personnel decisions in regard to **JOINT DISPATCH** employees.

12. *Notices*

Each notice required by or relating to this contract shall be in writing and shall specifically refer to this contract by name (**CONTRACT FOR JOINT DISPATCH SERVICES**) and shall refer specifically to the number(s) of the section(s) or subsection(s) to which the notice relates. Any such notice shall be delivered to each notice addressee of the Party receiving the notice by personal delivery (or alternatively, if the address specified for such notice addressee is an office address, by personal delivery during normal business hours to the person apparently in charge of such addressee's office), or shall be mailed to such addressee by certified mail-return receipt requested or by first class mail, or shall be transmitted to such addressee by facsimile (provided that the notice is mailed the same day by first class mail), at the address stated below. Each notice shall be effective upon delivery in person, or two days after mailing by certified mail-return receipt requested or first class mail, or upon facsimile transmission with receipt confirmed, or upon actual receipt without regard to the method of delivery or transmission, whichever occurs first. Any time period specified by this contract in connection with a notice requirement shall be determined with respect to the effective date of the notice unless a different intent is clearly stated. The governing body of any Party shall have authority to waive, in writing, any notice that it is entitled to receive under this contract.

Unless otherwise specified in this contract, notices to any Party shall be sent to its Clerk, at the address of the respective Village Hall, City Hall, or County Courthouse.

13. *Obligation to Implement Agreement*

Each Party shall promptly take such actions as may be necessary or desirable to effectuate and implement this Agreement.

14. *Indemnification*

Each Party agrees to indemnify, defend, and hold harmless every other Party and its officials, officers, and employees from and against any and all claims, damages, costs, and expenses (including reasonable attorney fees) arising out of or resulting from any alleged act or omission of the indemnifying Party or its officials, officers, or employees relating to the JOINT dispatch services.

15. *Severability*

In the event that any provision of this contract, or any part thereof, is held or determined by a court or agency of competent jurisdiction to be invalid or unenforceable, the balance of this contract shall be deemed to be severable and shall survive.

16. *Complete Agreement*

This contract represents the complete agreement of the Parties and supersedes all agreements, warranties, representations and promises, either written or oral, made during the course of negotiations leading up to this Agreement. The existing contract for dispatch services between **STURTEVANT** and **MOUNT PLEASANT** shall terminate effective _____ but shall remain in full force and effect until that date under this contract.

17. *Approval by Governing Bodies of Parties*

Each of the Parties hereby represents that this contract was duly approved by its governing body on or before the date stated below, in accordance with all applicable state and local laws, and that its governing body has caused its duly authorized officers to execute this contract on its behalf on the date stated after each signature below.

Dated this ____ day of _____, 2010

Exhibit A

TERMS AND CONDITIONS OF OPERATION OF A RACINE COUNTY JOINT DISPATCH SYSTEM

1. **JOINT DISPATCH** shall be a department of Racine County government, staffed by civilian county employees and headed by a civilian director who shall report to the County Executive.
2. The **911 OPERATIONS COMMISSION** (hereinafter "**COMMISSION**") shall be responsible for development and adoption of dispatch protocols, operating procedures, and quality assurance processes to be used by **JOINT DISPATCH** in handling calls and dispatching units. Although the **COMMISSION** will seek to operate by consensus, it may act on the basis of majority vote of the members present.
3. The **JOINT DISPATCH** Director shall abide by such protocols, operating procedures, and quality assurance processes developed by the **COMMISSION** and will be responsible for their implementation by **JOINT DISPATCH** staff. **JOINT DISPATCH** shall handle calls for service for all agencies served by it, in a manner that is consistent with the policies and procedures set forth by the **COMMISSION**, so long as such manner is consistent with the terms of the **CONTRACT FOR JOINT DISPATCH SERVICES**, including all exhibits thereto.
4. The **COMMISSION** may also make recommendations to the Director regarding the overall operation of the **JOINT DISPATCH**. Such recommendations, however, will not have the same binding force as the actions of the **COMMISSION** regarding protocols, operating procedures, and quality assurance processes.
5. Although the Director shall operate **JOINT DISPATCH** in accordance with the dispatch protocols, operating procedures, and quality assurance processes adopted by the **COMMISSION**, it is recognized that **JOINT DISPATCH** employees are Racine County employees and that they are subject to Racine County rules and regulations.
6. **COUNTY** shall provide all necessary equipment, supplies and staff to operate **JOINT DISPATCH**. **JOINT DISPATCH** shall be operated 24 hours per day, seven days per week so that Racine County residents can access the dispatch services by dialing 9-1-1.
7. Each participating municipality shall arrange for transferring or forwarding the appropriate non-emergency seven-digit police and fire phone lines to **JOINT DISPATCH**. **JOINT DISPATCH** shall answer and dispatch all 9-1-1 calls and all non-emergency calls for service. Each participating municipality shall provide and maintain, at its own cost, administrative telephone lines at its Police and Fire Departments and shall be responsible for answering calls received on such lines.
8. There shall be an alternative dispatch facility, known as a "back-up center," capable of performing the functions of the primary dispatch system in a separate geographic location from the primary **JOINT DISPATCH** location. It is understood that the Communications Center located in the facilities of the City of Racine will serve as this back-up facility.

9. Attachment 1 to this Exhibit reflects the understanding of the parties concerning which functions are either within or outside the purview of **JOINT DISPATCH**. The enumeration and classification of such functions may, from time to time, be subject to review and adjustment by the action of the **COMMISSION** consistent with funding, staffing, and equipment of **JOINT DISPATCH**.
10. All agencies served by **JOINT DISPATCH** are considered equal users of **JOINT DISPATCH**.

ATTACHMENT 1 TO EXHIBIT A

AGREED-UPON DUTIES OF JOINT DISPATCH

The following reflects the understanding of the parties concerning which functions are either within or outside the purview of telecommunicators in the **JOINT DISPATCH** Center. The enumeration and classification of such functions may, from time to time, be subject to review and adjustment by the action of the **911 OPERATIONS COMMISSION**, consistent with funding, staffing, and equipment of **JOINT DISPATCH**.

Law Enforcement

Answer administrative calls

No – When call comes in on admin line it will be answered by person at the agency.

Answer 911 calls

Yes

Answer non-emergency calls

Yes

Dispatch Emergency and non-emergency calls

Yes

Track patrol units

Yes

Relay/update information to units

Yes

License inquiries, DL inquiries, Interpret DL records

Yes, if unit has no MDC or is unable to conduct inquiry on its own

Assign arrest and property numbers

No – Records bureau function

The center will contact:

Schools regarding truancy

Tow companies for accidents, disabled vehicles and violations

Keyholders for alarms

Vehicle owners regarding possession of vehicles

Animal Control / Humane Officer

Human Services Department

The center will disseminate:

Severe weather notifications – calling lists will be utilized

Court dates

Attempt to locates/BOLO's

The center will enter and/or cancel for CIB/NCIC

Stolen vehicles

Missing persons

Runaways

Stolen/recovered guns

Stolen articles

Stolen boats

Stolen securities

Personal messages for participating municipality personnel will be transferred to participating municipality to be handled by administrative staff

Sick calls for law enforcement/fire/EMS staff of participating municipalities are administrative in nature and will be handled by municipality staff

Fill patrol overtime via the radio

No – The agency shift commander should use local frequency or phone

JOINT DISPATCH will notify:

Shift commanders of critical incidents

– If others need to be notified, the shift commander should make notifications if possible; otherwise, JOINT DISPATCH will.

Shift commanders of “Request for mutual aid”

JOINT DISPATCH will monitor:

Teletype for incoming messages

All radio frequencies used by participating municipalities

Handicap parking forms

No – records bureau function

Punch forms

Yes – As they relate to initiating complaints

Call officers in for counter reports

Yes – As they relate to officers taking complaints at front desk

Relay to officers for vehicle releases

Yes

As arranged between the training coordinators of the agency and JOINT DISPATCH, the dispatch center may be used for training of new officers/deputies

Training of new officers/deputies for MDC CIB/NCIC certification will be the responsibility of the agency training coordinator.

JOINT DISPATCH will assist other agencies by:

Transferring 911 Calls when outside the jurisdiction of Racine County

Referring non-emergency calls to agencies outside of JOINT DISPATCH area

FIRE/EMS

Answer non-emergency calls

Yes

Administrative calls

No – When call comes in on Admin line it will be answered by person at agency

Answer 911 calls

Yes

Dispatch all fire service related special team requests.

Yes.

Dispatch fire calls, Fire alarms and Water Flow alarms

Yes

There will be a dedicated full-time east end Fire/EMS Dispatcher who will share responsibility with the west end Fire/EMS dispatcher on MABAS Mutual Aid calls. The east end Fire/EMS dispatcher will have limited additional duties or responsibilities. The West End Fire/EMS Dispatcher will handle west end Fire/EMS calls, share MABAS Mutual Aid calls with the east end Fire/EMS dispatcher, and when necessary provide part-time call taking capabilities.

Yes

Dispatch computer-recommended units (computer-aided dispatch as agreed upon by 911 OPERATIONS COMMISSION)

Yes

Be mindful of exceptions

Yes

Track all Fire and EMS using CAD.

Yes

Recall for extra alarm fire – emergency need for additional personnel

Yes

For EMS in particular, JOINT DISPATCH will:

Based on EMD training and policies established by the 911 OPERATIONS COMMISSION, decide if advanced life support units are needed

Perform EMD when needed/requested

Obtain as much patient info as possible

Give times to rescue at hospital

JOINT DISPATCH will monitor:

Primary Fire and EMS dispatch frequencies at all times.

JOINT DISPATCH will notify:

Officer in Charge of critical incidents

JOINT DISPATCH will make additional notifications as directed by the officer in charge.

Officer in Charge of mutual aid requests

Officer in Charge of incident duration when known

JOINT DISPATCH will contact:

Fire investigator

Public utilities

Fire Bells
Medical Examiner
Medical personnel
Dive team
Special teams
Keyholders
Health department
Other fire departments

Make severe weather notifications
Yes – utilizing calling lists
Run fire reports for press
No – Records bureau function
File/track burning permits
Yes
Conduct regular daily tests for radio, plectron and pagers
Yes
Receive/relay/record hydrants out of service
Yes
Receive/relay/record street closures
Yes
Receive/relay/record confined space work
Yes

Any open record request will be forwarded to the agency involved and handled pursuant to established communications center policy.

OTHER DUTIES

Handle emergency gate opening at Sturtevant Train Station.

For DPW
Receive unshoveled sidewalk reports
No – records bureau function
Snow removal sheets for DPW
No – Records bureau function
Make severe weather notifications
No – Administrative
Contact after hours
No – Administrative (will assist if needed)

For Water Department/Utility
Receive/record relay confined space work
Yes
Notify hydrant use for Fire Department
Yes

Contact after hours
No – Administrative (will assist if needed)

For Health Department
Contact after hours
Yes

For Engineering Department
Contact after hours
Yes

For Courts
Commitment forms
No – Records bureau function
Request copies of certified driver's records and registrations
No – records bureau function
JOINT DISPATCH will contact these departments after hours in emergency
Electrician
Parks Department
WE Energies
District Attorney's Office
Department of Public Works

The center will not do any license, DL or criminal history inquiries for any department other than law enforcement agencies.

With regards to the communication center itself:
Receive/record sick call-ins
Fill communication overtime
Three-way with language line for interpretation
TDD calls
Give court testimony if necessary
Contact humane society/humane officers
Maintain Repo car listing
Maintain lost/found animal list
Maintain list of unwanted persons at homeless shelter sites
Notify keyholders as needed in emergency
Supply directions as a last resort
Update alarm files
Add addresses
Add correct GEO common names

The following functions need not be performed by JOINT DISPATCH:
Advise callers of dates/times of events
Advise callers of routine information such as trash pick-up dates/times
File/track park beer permits

File/track block party permits

File/track solicitor permits

Maintain list of defective parking meters

Exhibit B

TERMS AND CONDITIONS OF COUNTY HIRING OF PARTICIPATING MUNICIPALITIES' EMPLOYEES FOR JOINT DISPATCH

1. As used herein, the term "dispatcher" includes any front-line dispatch-related position however denominated, such as dispatch technician, telecommunicator, or call-taker.
2. To provide services required under the terms of this contract for **JOINT DISPATCH**, **COUNTY** will need to hire a **JOINT DISPATCH** Director. The Parties to this contract agree that such Director shall be hired from a field of candidates that shall not include persons currently employed by a communications center operated by **COUNTY** or by the **VILLAGE OF CALEDONIA**, **VILLAGE OF MOUNT PLEASANT**, or **CITY OF RACINE** (hereinafter referred to as **PARTICIPATING MUNICIPALITIES**).
3. **COUNTY** will also hire a substantial number of individuals to serve as dispatchers and supervisors, which **COUNTY** intends to hire from among persons currently performing such duties for **PARTICIPATING MUNICIPALITIES**.
4. Dispatchers or supervisors currently employed by **PARTICIPATING MUNICIPALITIES** who desire to be hired by **COUNTY** for **JOINT DISPATCH** positions must release their employment records with their current employers (and any previous employers for which they performed similar duties). They shall not be required to satisfy any job-related testing as a condition of hire, but must pass **COUNTY** criminal background checks, drug tests, and hearing tests. From among **PARTICIPATING MUNICIPALITIES'** dispatchers and supervisors who successfully complete this process, **COUNTY** will hire a number required to meet its **JOINT DISPATCH** staffing needs as set forth in the Contract for Joint Dispatch Services.
5. **PARTICIPATING MUNICIPALITIES'** dispatchers and supervisors hired by **COUNTY** will be non-probationary employees. Dispatchers will be hired in **COUNTY** Pay Grade 9. Supervisors will be hired in **COUNTY** Pay Grade 8.
6. Except as provided herein with respect to vacation entitlement, standard **COUNTY** personnel rules and regulations shall govern all municipal dispatchers and supervisors hired by **COUNTY**.
7. **COUNTY** agrees with each **PARTICIPATING MUNICIPALITY** that it will grant each of its dispatchers or supervisors who are hired for **JOINT DISPATCH** service the number of vacation days per year to which that person is entitled as of the last day of service with the municipality, *provided, however*, that such dispatcher or supervisor agrees in writing that, during the first year of **COUNTY** employment, his/her vacation entitlement shall be governed exclusively by the **COUNTY** Human Resources Policy Manual.

Eligibility for subsequent increases in authorized vacation days per year shall be governed by the **COUNTY** Human Resources Policy Manual or other governing instrument. In applying such rules, anniversary dates shall be calculated from each person's **COUNTY** hire date.

Attachment 1 hereto lists, for each **PARTICIPATING MUNICIPALITY**, employee vacation entitlements based on the number of years employed by the municipality. It also reflects the required number years after hire by **COUNTY** before a person is eligible for an increase in vacation days under **COUNTY** rules.

**Employee Municipal Longevity, Vacation Entitlement with County,
and Years of Employment with County Before Next Vacation Step**

Municipal Completed Years	Caledonia				Mount Pleasant				City of Racine			
	Municipal Days	Entitlement with County	Next County Step	Years to Next County Step	Municipal Days	Entitlement with County	Next County Step	Years to Next County Step	Municipal Days	Entitlement with County	Next County Step	Years to Next County Step
1.0	5.0	5.0	15.0	1.0	5.0	5.0	15.0	1.0	10.0	10.0	15.0	1.0
2.0	10.0	10.0	15.0	1.0	10.0	10.0	15.0	1.0	10.0	10.0	15.0	1.0
3.0	10.0	10.0	15.0	1.0	10.0	10.0	15.0	1.0	10.0	10.0	15.0	1.0
4.0	10.0	10.0	15.0	1.0	10.0	10.0	15.0	1.0	10.0	10.0	15.0	1.0
5.0	11.0	11.0	15.0	1.0	15.0	15.0	20.0	5.0	10.0	10.0	15.0	1.0
6.0	12.0	12.0	15.0	1.0	15.0	15.0	20.0	5.0	10.0	10.0	15.0	1.0
7.0	13.0	13.0	15.0	1.0	15.0	15.0	20.0	5.0	15.0	15.0	20.0	5.0
8.0	14.0	14.0	15.0	1.0	15.0	15.0	20.0	5.0	15.0	15.0	20.0	5.0
9.0	15.0	15.0	20.0	5.0	15.0	15.0	20.0	5.0	15.0	15.0	20.0	5.0
10.0	16.0	16.0	20.0	5.0	20.0	20.0	23.0	8.0	15.0	15.0	20.0	5.0
11.0	17.0	17.0	20.0	5.0	20.0	20.0	23.0	8.0	15.0	15.0	20.0	5.0
12.0	18.0	18.0	20.0	5.0	20.0	20.0	23.0	8.0	15.0	15.0	20.0	5.0
13.0	19.0	19.0	20.0	5.0	20.0	20.0	23.0	8.0	15.0	15.0	20.0	5.0
14.0	20.0	20.0	23.0	8.0	20.0	20.0	23.0	8.0	18.0	18.0	20.0	5.0
15.0	21.0	21.0	23.0	8.0	23.0	23.0	25.0	13.0	18.0	18.0	20.0	5.0
16.0	22.0	22.0	23.0	8.0	23.0	23.0	25.0	13.0	18.0	18.0	20.0	5.0
17.0	23.0	23.0	25.0	13.0	23.0	23.0	25.0	13.0	18.0	18.0	20.0	5.0
18.0	24.0	24.0	25.0	13.0	23.0	23.0	25.0	13.0	20.0	20.0	23.0	8.0
19.0	25.0	25.0	25.0		23.0	23.0	25.0	13.0	20.0	20.0	23.0	8.0
20.0	25.0	25.0	25.0		25.0	25.0	25.0		20.0	20.0	23.0	8.0
21.0	25.0	25.0	25.0		25.0	25.0	25.0		20.0	20.0	23.0	8.0
22.0	25.0	25.0	25.0		25.0	25.0	25.0		20.0	20.0	23.0	8.0
23.0	25.0	25.0	25.0		25.0	25.0	25.0		25.0	25.0	25.0	
24.0	25.0	25.0	25.0		25.0	25.0	25.0		25.0	25.0	25.0	
25.0	25.0	25.0	25.0		25.0	25.0	25.0		25.0	25.0	25.0	
26.0	25.0	25.0	25.0		25.0	25.0	25.0		25.0	25.0	25.0	
27.0	25.0	25.0	25.0		25.0	25.0	25.0		25.0	25.0	25.0	
28.0	25.0	25.0	25.0		25.0	25.0	25.0		25.0	25.0	25.0	
29.0	25.0	25.0	25.0		25.0	25.0	25.0		25.0	25.0	25.0	
30.0	25.0	25.0	25.0		25.0	25.0	25.0		25.0	25.0	25.0	

Exhibit D

AGREEMENT REGARDING USE BY JOINT DISPATCH OF CITY OF RACINE COMMUNICATIONS CENTER AS BACK-UP FACILITY

This agreement entered into the _____ day of _____ 2010 by and between the City of Racine, Wisconsin (hereinafter referred to as **CITY**) and the County of Racine, Wisconsin (hereinafter referred to as **COUNTY**) for the purpose of establishing the terms and conditions of **COUNTY**'s access to, and use of the **CITY** Communications Center as a back-up facility for **JOINT DISPATCH**, and pursuant to Sections 61.65 and 66.0301 of the Wisconsin Statutes, the parties agree as follows:

1. *Locations of Joint Dispatch Operations*

JOINT DISPATCH shall operate out of the existing **COUNTY** Communications Center located in the Town of Yorkville, with a mailing address of 14116 Washington Avenue, Sturtevant, WI 53177. It is essential, however, that there be immediately available to **JOINT DISPATCH** an adequately equipped back-up dispatch center in the event that the principal location shall be rendered unusable.

CALEDONIA, MOUNT PLEASANT and **CITY** shall arrange for transferring or forwarding the appropriate 9-1-1 lines and emergency police and fire phone lines to the dispatch centers as appropriate.

2. *Joint Dispatch Use of City of Racine Space as Back-up Facility*

CITY hereby grants to **COUNTY** the right to occupy and, as and when necessary operate a back-up dispatch center in, what is currently the **CITY** Communications Center at 730 Center Street. **CITY** hereby grants to **COUNTY** the right to occupy said site, to use and operate all existing equipment related to the operation to the dispatch center, and, at its option, to replace equipment as necessary to ensure an adequate back-up capability.

Because **JOINT DISPATCH** must have immediate access to the site and immediate use of its equipment, **COUNTY** shall have the exclusive right to use the site and equipment, subject to routine access by **CITY** for housekeeping, maintenance, and public safety training purposes. **COUNTY** agrees to give favorable consideration to **CITY** requests for access to the site and, as appropriate, equipment, for other reasons.

To ensure immediate availability of the facility when needed, **CITY** will ensure that **COUNTY** has unfettered access, 24 hours a day, seven days a week.

If the **COUNTY** determines that **CITY** personnel should provide immediate, short-term staffing of the back-up facility, **CITY** and **COUNTY** agree to negotiate in good faith an agreement setting out their respective rights and responsibilities. Said agreement shall be executed on or before the date **COUNTY** takes occupancy of the back-up facility.

3. *Costs Associated with Occupancy*

- a. Rent. In recognition of the substantial mutual benefits of **JOINT DISPATCH**, **CITY** hereby agrees that it will make no charge to **COUNTY**, whether denominated as rent or otherwise, for the occupancy of, use of, or exclusivity of access to, the site by **JOINT DISPATCH**.

- b. Utilities, housekeeping, and other routine upkeep. **COUNTY** agrees that it shall be responsible for the payment of all operational costs related to the operation of the principal dispatch center and the back-up facility. Accordingly, **COUNTY** agrees to pay to **CITY** the cost of utilities, housekeeping, and other routine upkeep of the facility. Utilities costs shall be estimated or apportioned in accordance with the methods used by **CITY** to allocate expenses internally, or by such other methods as may be agreed upon between **CITY** and **COUNTY**. The obligation of **COUNTY** to pay for utilities, housekeeping, and other routine upkeep of the facility shall commence on the date that, in accordance with section 10 of the contract, **JOINT DISPATCH** takes over dispatch operations for **CITY**.
- c. Equipment. On the date that, in accordance with section 10 of the contract, **JOINT DISPATCH** takes over dispatch operations for **CITY**, **CITY** will convey to **COUNTY**, free of any cost or charge, all equipment, furnishings, and dispatch-specific supplies in the **CITY** Communications Center. It is anticipated that some or all of such equipment and furnishings will be replaced or upgraded so that the facility meets the needs of **JOINT DISPATCH** as a back-up center. In the event that any replacement or upgrade occurs before **JOINT DISPATCH** takes over dispatch operations for **CITY**, **CITY** will facilitate access to its Communications Center for that purpose. Regardless of the timing of replacement or upgrade, **CITY** shall have the opportunity to take, at no cost, any replaced or retired items.

3. *Effective Date and Duration of Agreement*

This agreement shall be effective upon execution and, unless the Parties mutually agree otherwise, shall remain in effect so long as **CITY** remains a **PARTICIPATING MUNICIPALITY** in **JOINT DISPATCH**.

4. *Approval by Governing Bodies of Parties*

Each Party hereby represents that this contract was duly approved by its governing body on or before the date stated below, in accordance with all applicable state and local laws, and that its governing body has caused its duly authorized officers to execute this contract on its behalf on the date stated after each signature below.

Dated this ____ day of _____, 2010

MUNICIPAL PAYMENTS TO RACINE COUNTY FOR DISPATCH SERVICES

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
\$2,366,048	\$2,548,906	\$2,548,906	\$2,548,906	\$2,548,906	\$2,548,906	\$2,548,906	\$2,548,906	\$2,548,906	\$2,548,906	\$2,548,906	\$2,294,015	\$2,039,124	\$1,784,233	\$1,529,342	\$1,274,451	\$1,019,560	\$ 764,669	\$ 509,778	\$ 254,887	\$ -

MUNICIPAL PAYMENTS TO RACINE COUNTY FOR ADDITIONAL STAFF

	2011	2012	2013
Annual Payment per Additional Dispatcher	\$ 69,389	\$ 71,470	\$ 73,615
Quarterly Payment per Additional Dispatcher	\$ 17,347	\$ 17,868	\$ 18,404

Exhibit F

AGREED STAFFING OF JOINT DISPATCH

This Exhibit reflects the staffing numbers and structure of **JOINT DISPATCH**, as agreed upon by the **PARTICIPATING MUNICIPALITIES** and **COUNTY**. As used herein, the term “dispatcher” includes any front-line dispatch-related position however denominated, such as dispatch technician, call-taker, or telecommunicator. **COUNTY** will provide dedicated Information Systems (IS) support to **JOINT DISPATCH**. Such dedicated IS support will be provided by the **COUNTY** IS Department, thereby assuring 24/7 support availability.

<u>Position Title</u>	<u>Pay grade</u>	<u>Number of Positions</u>
Director	3	1
Assistant Director	5	1
Supervisor	8	3
Dispatch Technician	9	46
		<hr/> 51