

## AMENDED CONTRACT FOR JOINT DISPATCH SERVICES

THIS AMENDMENT TO THE JOINT DISPATCH SERVICES AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between Racine County, a quasi-municipal corporation (hereinafter referred to as "**COUNTY**") and 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 City of Burlington, Wisconsin (hereinafter referred to as "**BURLINGTON**").

WHEREAS, the municipalities of **CITY**, **CALEDONIA**, **MOUNT PLEASANT**, and **STURTEVANT** and **COUNTY** entered into a contract, dated October 27, 2010 (hereinafter referred to as "Agreement"), for the purpose of consolidating dispatch services pursuant to Sections 61.65 and 66.0301 of the Wisconsin Statutes; and

WHEREAS, **BURLINGTON** seeks dispatch services from the **COUNTY**; and

WHEREAS, pursuant to Section 8 of the Agreement, expansion of Joint Dispatch to include other municipalities requires any additional municipality seeking dispatch services from the **COUNTY** to enter into the Agreement as an additional party;

NOW THEREFORE, in consideration of the mutual promises, terms and conditions herein contained, and other good and valuable consideration, the parties hereto 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**, **BURLINGTON**, and **STURTEVANT** (hereinafter the "**Parties** or "**parties**"). **JOINT DISPATCH** shall also provide fire dispatch services to the Village of Wind Point, North Bay, and Elmwood Park. All dispatch personnel shall be employees of **COUNTY**.

The joint dispatch operation (hereinafter 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 municipalizes served by **JOINT DISPATCH**;
- That the level of service shall, at 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 exiting **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, BURLINGTON, 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 qualifications 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.

**BURLINGTON** dispatch personnel employed as of the effective date of this Amended Contract for Joint Dispatch Services 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 **BURLINGTON** dispatch personnel are qualified. **COUNTY**'s judgment concerning an individual's qualifications may be based on any lawful consideration including, but not limited to, test results, background checks, and history of prior employment.

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 of 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 of 2011 and shall pay \$2,548,906 per year in years 2012-2018~~2020~~. **CITY, CALEDONIA, MOUNT PLEASANT, and STURTEVANT** shall pay **COUNTY** the sum of \$2,476,197 per year in years 2019-2020. 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 1<sup>st</sup> 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 below in Table 5-1~~Exhibit E, which is attached hereto and incorporated herein.~~

Table 5-1

10%	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
254,891	2,548,906	2,476,197	2,476,197	2,221,306	1,966,415	1,711,524	1,456,633	1,201,742	946,851	691,960	437,069	182,178	18,316,977

**BURLINGTON** shall pay **COUNTY** \$183,865 per year in years 2018-2020. The **BURLINGTON** payments shall be payable in quarterly installments due on the 1<sup>st</sup> day of January, April, July, and October of each year. Commencing in the year 2021, **BURLINGTON**'s yearly payment shall be reduced by 10% of \$183,865 per year (\$18,387) from the previous year. After December 31, 2029, **BURLINGTON** shall not owe **COUNTY** any further payments for dispatch services. **BURLINGTON**'s payment schedule for years 2018-2030 is set forth below in Table 5-2.

Table 5-2

10%	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total

18,387	183,865	183,865	183,865	165,478	147,091	128,704	110,317	91,930	73,543	55,156	36,769	18,382	-	1,378,965
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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 Burlington police and fire chiefs,
- 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
- Excepting BURLINGTON, oOn 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 expense.

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. **BURLINGTON, 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 executions. **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**
- E. On or about December 27, 2017: **COUNTY** dispatches for **BURLINGTON**

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 operation 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 operations 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 the **COUNTY**, unless those 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** that the number required to achieve the agreed staffing level if requested to do so by the municipalities.

In the 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 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 consideration.

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 (AMENDED 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 notices 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 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 60 days after dispatch services for Sturtevant/Mount Pleasant are switched over to the County, 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 signed 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 \_\_\_\_\_, 20 \_\_\_\_.

VILLAGE OF CALEDONIA

\_\_\_\_\_  
Tom Christensen  
Village Administrator

\_\_\_\_\_  
Katie Torkilsen  
Village Clerk

VILLAGE OF MOUNT PLEASANT

\_\_\_\_\_  
Dave Degroot  
Village President

\_\_\_\_\_  
Stephanie Kohlhagen  
Village Clerk

CITY OF RACINE

\_\_\_\_\_  
Cory Mason  
Mayor

\_\_\_\_\_  
Janice Johnson-Martin  
City Clerk

VILLAGE OF STURTEVANT

\_\_\_\_\_  
Jayme Hoffman  
Village President

\_\_\_\_\_  
Mary Cole  
Village Clerk

CITY OF BURLINGTON

\_\_\_\_\_  
Jeannie Hefty  
Mayor

\_\_\_\_\_  
Diahn Halbach  
City Clerk

COUNTY OF RACINE

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Jonathan Delagrave  
County Executive

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Wendy Christensen  
County Clerk