

INTERLOCAL AGREEMENT  
REGARDING  
COST SHARING  
FOR  
JOINT DISPATCH SERVICES  
BY AND AMONG  
VILLAGE OF CALEDONIA, VILLAGE OF MOUNT PLEASANT,  
CITY OF RACINE AND VILLAGE OF STURTEVANT

Whereas, the Villages of Caledonia, Mount Pleasant, and Sturtevant and the City of Racine are in discussion with the County of Racine for such entities to enter into a joint emergency services dispatch agreement; and

Whereas, a separate agreement by and among the Villages of Caledonia, Mount Pleasant, and Sturtevant, the City of Racine, and the County of Racine will define the character of the joint emergency services dispatch services to exist within such entities; and

Whereas, payment shall be due from the Villages of Caledonia, Mount Pleasant, and Sturtevant and the City of Racine, and each of them, and owing to the County of Racine pursuant to the terms of the Dispatch Services Agreement; and

Whereas, it is appropriate that the Villages of Caledonia, Mount Pleasant, and Sturtevant and the City of Racine agree among themselves as to each municipality's share of such payment to the County of Racine and as to other relevant matters among such municipalities;

Now therefore, the Villages of Caledonia, Mount Pleasant, and Sturtevant and the City of Racine agree as follows:

I. INTRODUCTION

The Villages of Caledonia, Mount Pleasant, and Sturtevant and the City of Racine ("municipalities") anticipate entering into a separate agreement ("Dispatch Services Agreement") with the County of Racine ("County"). As part of such Dispatch Services Agreement, an annual payment will be made by the municipalities to the County of Racine for joint dispatch services for a period of 20 years. Such payment shall be apportioned among the municipalities.

In addition, during the first two years of the Dispatch Services Agreement, the municipalities anticipate that certain additional costs shall be incurred arising from existing contractual obligations due to persons presently employed by the municipalities as dispatchers. Such costs shall be apportioned among the municipalities.

## II. PAYMENT TO RACINE COUNTY

- a. The municipalities shall make payment to the County pursuant to the Dispatch Services Agreement for a period of 20 years. Each municipality's individual share is determined by a formula based on a composite of population, number of households, and assessed values of the respective municipalities. The City of Racine's share includes fire dispatch for the Villages of Wind Point, North Bay and Elmwood Park as part of its base.
- b. Payment to the County shall be made by the municipalities in the following percentages:

City of Racine:	55 %
Village of Mt. Pleasant:	22%
Village of Caledonia:	19%
Village of Sturtevant:	4%

Such percentages shall not change during the life of this agreement.

- c. Dollar amounts attributable to and payable by each municipality are set forth in Appendix A.

## III. TRANSITION PAYMENTS

- a. The first two years of the Dispatch Services Agreement shall be deemed to be a Transition Period as among the municipalities. During such Transition Period, payment may be due from each municipality to assist other of the municipalities to meet certain additional costs that shall be incurred arising from existing contractual obligations due to persons presently employed by some of the municipalities as dispatchers ("Transition Costs").
- b. During the Transition Period, Transition Costs shall be jointly shared by the parties to this agreement based on the following percentages:

City of Racine:	55 %
Village of Mt. Pleasant:	22%
Village of Caledonia:	19%
Village of Sturtevant:	4%

- c. Transition Costs shall be paid into a pool and apportioned among and paid to the municipalities to meet such financial obligations as are set forth herein ("Transition Payments").
- d. The Villages of Caledonia and Mount Pleasant and the City of Racine shall receive Transition Payments from the pool based on the number of dispatch personnel that are hired by the County from each municipality and the

obligation to pay certain severance, make whole costs, or other costs to presently-employed dispatch personnel who are affected by the implementation of joint dispatch. Sturtevant shall receive no transition payments.

- e. It is understood that the actual transition costs will not be known until the implementation of joint dispatch takes place. Maximum dollar amounts payable by each municipality and payable to the Villages of Caledonia and Mount Pleasant and the City of Racine are set forth in Appendix B.
- f. Year One of the Transition Period
  - i. Transition Payments shall be awarded for the amounts paid by a municipality for severance to an employee, who was adversely affected by the implementation of joint dispatch, who applies but is not hired as a non-probationary employee by the County. Transition Payments will also be awarded for the difference between wages paid to employees hired by the county and their 2010 ending wage rate if covered by a make whole wage provision. Transition payments will also be awarded for amounts paid to retain or hire "legacy" dispatchers to assist during the Transition Period. "Legacy" dispatchers are former employees who worked as dispatch personnel for one of the parties to this agreement and who are not offered full time non-probationary employment with the County, but are hired as temporary dispatch personnel during the transition period. If the County hires any "legacy" dispatchers, then the additional payments to the County for said "legacy" dispatchers shall be considered transition costs for all of the four parties to this agreement. Transition Payments may be applied toward additional severance costs incurred by a participating partner as determined by the unanimous decision of the Administrators.
  - ii. Transition Payments for Year One of the Transition Period shall be determined based on a review by the Administrators of the municipalities, and by the unanimous decision of the Administrators, of the obligations to pay severance and wage differential payments and to retain or hire "legacy" dispatchers to assist during the Transition Year One. Submission dates will be April 1, August 1, October 3, 2011 and February 1, 2012. Payments will be made within 30 days after submissions are approved. In no case shall transition payments exceed the maximum transition amount as set forth in exhibit B. Such dates may be amended by the unanimous agreement of the Administrators.

g. Year Two of the Transition Period

Transition Payments for Year Two of the Transition Period shall be determined based on a review by the Administrators of the municipalities of the obligations to pay wage differential payments and to retain or hire

“legacy” dispatchers to assist during the first six months of Transition Year Two. Submission dates will be April 2 and August 1, 2012. Payments will be made within 30 days after submissions are approved. In no case shall transition payments exceed the maximum transition amount as set forth in exhibit B. Such dates may be amended by the unanimous agreement of the Administrators.

- h. If the Administrators of the municipalities cannot reach an agreement as to the award of Transition Payments, the Administrators shall, by majority vote, select an arbitrator to make a final, binding decision. There shall be no appeal of the arbitrator’s decision. The arbitrator shall not award costs in excess of those as set forth in Appendix B for each year of the Transition Period. The cost of the arbitrator’s services shall be borne by the municipalities pursuant to the formula set forth in paragraph III.b., above

#### IV. MISC.

a. The obligations under this agreement are contingent on the execution of the Dispatch Services Agreement by all of Caledonia, Mt. Pleasant, Sturtevant, City of Racine and County of Racine. If any of the above described parties do not execute the Dispatch Services Agreement or if any of Caledonia, Mt. Pleasant, Sturtevant, or City of Racine do not execute this agreement, this agreement is null and void.

b. The parties to this agreement agree that each of them shall make their proportional payment to Racine County pursuant to the payment schedule set forth in the Dispatch Services Agreement.

#### SIGNATURE BLOCKS

## APPENDIX A

### PAYMENTS TO RACINE COUNTY

The payment of \$2,366,048 from the municipalities and to the County pursuant to the Dispatch Services Agreement in Year One of the Dispatch Services Agreement shall be:

City of Racine:	55 %	(\$1,301,326)
Village of Mt. Pleasant:	22%	(\$520,531)
Village of Caledonia:	19%	(\$449,549)
Village of Sturtevant:	4%	(\$94,642)

The payment of \$2,548,906 from the municipalities and to the County pursuant to the Dispatch Services Agreement in Years Two through Ten of the Dispatch Services Agreement shall be:

City of Racine:	55 %	(\$1,401,899)
Village of Mt. Pleasant:	22%	(\$560,759)
Village of Caledonia:	19%	(\$484,292)
Village of Sturtevant:	4%	(\$101,956)

The payment from the municipalities and to the County pursuant to the Dispatch Services Agreement shall be reduced each year by \$254,890 in Years 11 through 20 of the Dispatch Services Agreement. The payment due from each municipality shall be reduced each year by the following amounts in Years 11 through 20 of the Dispatch Services Agreement:

City of Racine:	\$140,190
Village of Mt. Pleasant:	\$ 56,080
Village of Caledonia:	\$ 48,420
Village of Sturtevant:	\$ 10,200

## APPENDIX B

### TRANSITION PAYMENTS

Total Transition Costs shall not exceed \$376,899 in the Year One of the Transition Period.

The maximum Transition Costs for Year One of the Transition Period due from each municipality shall be:

City of Racine:	\$207,294
Village of Mt. Pleasant:	\$ 82,918
Village of Caledonia:	\$ 71,611
Village of Sturtevant:	\$ 15,076

Total Transition Costs shall not exceed \$198,461 in the Year Two of the Transition Period.

The maximum Transition Costs for Year Two of the Transition Period due from each municipality shall be:

City of Racine:	\$109,154
Village of Mt. Pleasant:	\$ 43,661
Village of Caledonia:	\$ 37,708
Village of Sturtevant:	\$ 7,938