

Accelerated Timeline Final Draft

AGREEMENT BETWEEN PORTAGE COUNTY AND THE CITY OF STEVENS POINT FOR THE COMBINATION OF THE DISPATCHING ASSETS INTO A UNIFIED COMMUNICATIONS CENTER 2013

This agreement is made by and between Portage County, a quasi-municipal corporation, subsequently referred to as “County,” and the City of Stevens Point, subsequently referred to as “City,” relating to the transfer of certain duties, and personnel from the City into a Unified Communications Center for all of Portage County in the Portage County Sheriff’s Office.

RECITALS

WHEREAS the City of Stevens Point currently operates a dispatch center and public safety answering point within the city limits, serving their Police, Fire, and other municipal services; and

WHEREAS Portage County currently operates a communications center and public safety answering point for the remainder of the County. The Sheriff of Portage County, exercising his authority and responsibility for providing dispatching services for his Office, has also been given the duty of providing those services to the balance of the County’s law enforcement, fire, and emergency medical service agencies as well as other organizations; and

WHEREAS both centers are fully dedicated to providing professional services for the responders, citizens, and visitors under their respective areas of responsibility; and

WHEREAS it has been a long standing conceptual goal of the public safety community and their elected representatives to combine these services in some fashion, and recent studies in 2011 and 2012 also recommend a joint dispatch center. It is agreed that a single communications center, as is the norm throughout the State of Wisconsin, would improve public and responder safety, responsiveness to calls for service, enhance operations, and be most fiscally responsible; and

WHEREAS the City of Stevens Point finds it advantageous and intends to combine their dispatching services with the County’s Communications Center, becoming a partner in the shared stewardship, development, maintenance, and direction of telecommunications throughout Portage County; and

WHEREAS Portage County likewise finds it advantageous and intends to partner with the City of Stevens Point in forming a unified communications system, bringing all system stakeholders throughout the County together under the Portage County Public Safety Communications Policy and Operations Board.

THEREFORE,

1. Summary of Agreement. In accordance with section 66.0301 of the Wisconsin Statutes, the City of Stevens Point will fully vest its dispatching responsibilities with the County of Portage, and that the County of Portage, through the Office of the Sheriff, will assume the responsibility of providing dispatching services for the City of Stevens Point, with both entities, along with all of the other participants in the county telecommunications system, becoming partners and cooperatively accountable for the stewardship of the county-wide dispatch system, with effective start date of August 4, 2013.

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This integrated agreement will become effective upon the last date of the final signature appearing on the following subsidiary appendices, affixed by the proper representative of both the City and the County. This agreement incorporates all of its annexes and shall have no effect until all of the annexes are fully executed.

1. Annex A – Financial Agreement
2. Annex B – Ancillary Duties Agreement
3. Annex C – Accretion Agreement
4. Annex D – Milestone Agreement

2. **Term.** This agreement shall be in full force and effect from the date of execution through an indefinite term. The parties may re-negotiate the terms if the city elects to reestablish a city specific dispatch center for its law enforcement and fire department operations. This agreement shall remain in effect indefinitely, except that the City of Stevens Point reserves the right to withdraw from this agreement after providing the County greater than one year's written notice.

3. **Hold Harmless.** County and City will each save and hold each other harmless from any and all liability, claims, damages and expenses that may result from this agreement.

4. **Assignment.** No party may assign its rights under this agreement or any of its rights or duties without the consent of all other parties.

5. **Prohibition of Discrimination.** All parties hereby agree to specifically comply with all State, federal, and local laws prohibiting discrimination by reason of race, color, religion, sex or national origin during the terms of this contract.

6. **Approval.** Each party has read the agreement and certifies that the official executing the agreement has lawful authority and formal approval to bind the party.

7. **Binding Effect.** This agreement shall become effective on the latest date of execution. The signature of each of the parties to this Agreement shall bind them to comply with all terms and conditions expressed herein.

8. **Entire Agreement (Integration).** This instrument including its annexes contains the entire agreement between the parties, and no statements, promises, or inducements made by any party or agent of any party that are not contained in this written contract shall be valid or binding. This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

9. **Modification.** This agreement may not be enlarged, modified, or altered unless it is in writing and signed by each party after formal approval thereof.

10. **Compliance.** Each party shall abide in all aspects with state, federal, and local laws, rules, and regulations which concern the implementation of this agreement.

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11. **Intergovernmental Agreement.** This agreement is an official intergovernmental contract authorized under sec. 66.0301, Wis. Stats.

12. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

In witness of the above, each party to this Agreement has caused it to be executed at the date indicated below.

FOR THE COUNTY OF PORTAGE:

Patty Dreier, County Executive

Date: _____, 2013

O. Philip Idsvoog, County Board Chair

Date: _____, 2013

John E. Charewicz, Sheriff

Date: _____, 2013

FOR THE CITY OF STEVENS POINT:

Andrew Halverson, Mayor

Date: _____, 2013

David Schleih, President
Stevens Point Police and Fire Commission

Date: _____, 2013

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Annex A – Financial Agreement

Agreement to Combine the Dispatching Assets of the County of Portage and the City of Stevens Point into a Unified Communications Center

1. The City of Stevens Point agrees to make a payment of \$127,000 to the County of Portage for the purpose of expanding the capacity of the County Communications Center to accommodate the City of Stevens Point, with \$75,000 of the payment due no later than August 30, 2013 and the remainder due no later than January 31, 2014. The City shall also be responsible for any additional mutually acceptable prorated costs associated with unifying systems on an accelerated schedule in addition to the payment made above, which such payments due by January 31, 2014. The County shall submit monthly invoices to the City for any costs expended between August 4, 2013 and January 1, 2014.
2. The City of Stevens Point agrees to assume the responsibility for independently determining the proper amount of tax levy used by the current City Dispatch Center, and transfer that amount in accordance with section 66.0602(3)(a) of the Wisconsin Statutes. It is understood that previous estimates for levy capacity transfers are not applicable in this agreement. It is further understood that any City and County levy transfers need not match.
3. The County of Portage agrees to assume the responsibility for independently determining the proper amount of tax levy capacity for the purpose of accepting responsibility for dispatching for the City of Stevens Point, and submit that amount in accordance with section 66.0602(3)(b) of the Wisconsin Statutes.
4. The City of Stevens Point agrees to make a onetime payment of any actual costs to the County of Portage for the purpose of transferring any employee benefits mutually agreed to by all parties (e.g. vacation, sick time) should a City dispatcher accept employment with the County, in accordance with Annex C of this Agreement, with such payment due no later than August 5, 2013.
5. The County of Portage agrees to assume the future costs for dispatching services so long as this agreement remains valid.

FOR THE COUNTY OF PORTAGE:

FOR THE CITY OF STEVENS POINT:

Patty Dreier, County Executive

Andrew Halverson, Mayor

Date

Date

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Annex B – Ancillary Duties Agreement Agreement to Combine the Dispatching Assets of the County of Portage and the City of Stevens Point into a Unified Communications Center

1. The County of Portage agrees to provide the following services effective August 4, 2013 for the City of Stevens Point as part of the transfer of dispatching responsibilities:
 - a. Dispatch police, fire, and EMS units by radio.
 - b. Page emergency responders in response to calls for service.
 - c. Answer 911 and non-emergency calls for service.
 - d. Conduct NCIC/CIB and DOT inquiries.
 - e. Activate storm/warning sirens.
 - f. Communicate with secondary agencies (e.g. Street Department, Humane Society).
 - g. Administer and activate a community emergency notification system (e.g. CodeRED).
 - h. Operate response software (e.g. IM Responding, eSponder).
 - i. Maintain the county radio system.
 - j. Enter, update, and cancel warrants.
 - k. Support officers with criminal history queries.
 - l. Take payments after hours for warrants through the Jail.
 - m. Maintain list of abandoned bicycles.
 - n. Maintain key holder information.
 - o. Maintain no-entry lists for City Parks and Housing.
 - p. Monitor Courthouse alarms.¹
 - q. Maintain towing rotation list.
 - r. Perform Emergency Operations Center activation notification.¹
 - s. Support Emergency Operations Center activation with telecommunications support.¹
 - t. Publicize emergency activation notices and snow emergency declarations.¹
 - u. Support open records requests, as provided by law.
 - v. Support special functions and events with telecommunications resources.²
 - w. Monitor security cameras (e.g. Police Department internal, downtown, Bukolt Park).²
 - x. Answer any direct ring-down phone lines for walk-up after hours service.²
 - y. Perform non-emergency personnel call-ins²
 - z. Provide TIME System support to the University of Wisconsin-Stevens Point.³
 - aa. Support the overnight parking program.²
2. Nothing in this agreement is meant to limit the transfer of any of these duties to more appropriate locations or units.
3. The Portage County Public Safety Communications Policy and Operations Board may be charged with the development of needed procedures for the execution of these duties. All policies shall conform to applicable federal and state law, as well as County Policies.

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FOR THE COUNTY OF PORTAGE:

FOR THE CITY OF STEVENS POINT:

John E. Charewicz, Sheriff

Andrew Halverson, Mayor

Date

Date

¹ This shall be subject to procedures properly developed by the Portage County Public Safety Communications Policy and Operations Board.

² Agreed to in principle, subject to a separate agreement to be completed outside of this annex.

³ Agreed to in principle, subject to a separate agreement with the University to be completed outside of this annex.

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Annex C – Accretion Agreement Agreement to Combine the Dispatching Assets of the County of Portage and the City of Stevens Point into a Unified Communications Center

1. The County of Portage agrees to a onetime offer of employment to each dispatcher currently employed by the City of Stevens Point at the time of the signing of this annex.
2. Each city dispatcher so offered employment shall be offered a position as a County Communications Technicians, as an at will employee, so long as the following requirements and conditions are met by the individual city dispatchers:
 - a. Proper completion of a County application for employment, submitted by a reasonable due date established by the County.
 - b. Properly executed acceptance of employment letter, which the County shall take responsibility for preparing.
 - c. Successful completion of a background investigation. No city dispatcher will be denied employment with the County due to the outcome of this investigation, except where full employment as a telecommunications officer would be precluded by law or policy.
 - d. Successful completion of a drug screening test.
 - e. Participation in a single informal interview by the Sheriff and/or his designee(s). No city dispatcher will be denied employment with the County solely due to the outcome of this interview.
3. Any city dispatcher hired to fill a bona fide vacancy in the City Dispatch Center between March 28, 2013 and the final implementation of a Unified Communication Center shall also be offered a position by the County as an at will employee if such employee was hired by the City with the full advice and consent of the County under the procedure and conditions set forth in paragraph 2.
4. Each city dispatcher shall retain any credit for years of service that they have properly accumulated with the City of Stevens Point at the time of their hire which shall constitute the “county date of hire.” These years shall be only used for the purpose of determining any pay and benefits due, based on the proper placement on the current Portage County wage and benefit scale, as well as the 20 year sick leave conversion threshold so long as such hours transferred are properly paid to the County in accordance with Annex A of this agreement. Such determinations will be made by the Portage County Human Resources Director or designee. City dispatchers hired on August 4, 2013 shall retain their relative seniority amongst each other, with their overall county seniority beginning on their date of hire.
5. All city dispatchers shall start their employment with the County in a trial period, as per county policy. Each city dispatcher shall otherwise conform to the remainder of the Portage County policies, and the policies of the Office of Sheriff.
6. The County shall assume responsibility for the issuance of any required uniforms and equipment upon employment.
7. The start date of County employment for each city dispatcher shall be authorized in annex D of this agreement, and developed through the Portage County Public Safety Communications Policy and Operations Board.
8. Any sick leave benefits carried by a city dispatcher at the time of employment by the County may be carried over, subject to any limits placed by the County, and paid for by the City to the County in accordance with Annex A of this agreement.

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9. Compensatory time and any holiday pay accrued by city dispatchers prior to August 4, 2013 will be paid out by the City to the dispatcher prior to the August 4, 2013 start date of county employment.
10. After schedule reconciliations are completed, vacation time accrued by city dispatchers prior to August 4, 2013 will be paid out by the City to the dispatcher prior to the August 4, 2013 start date of county employment. Effective on the August 4, 2013 start date, city dispatchers who have become county employees will be credited with prorated county level vacation time, based on the employee's years of service designated in paragraph 4.

FOR THE COUNTY OF PORTAGE:

FOR THE CITY OF STEVENS POINT:

Patty Dreier, County Executive

Andrew Halverson, Mayor

Date

Date

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Annex D – Milestone Agreement Agreement to Combine the Dispatching Assets of the County of Portage and the City of Stevens Point into a Unified Communications Center

1. The following dates are established for the purpose of coordinating the assumption of City dispatching duties by the County.
 - a. A temporary NG 9-1-1 operations plan shall be developed by the Portage County Public Safety Communications Policy and Operations Board (hereafter “Communications Board”) by June 7, 2013.
 - b. An expanded staffing plan will be completed by the Communications Board by July 2, 2013.
 - c. A transition and training plan will be completed by the Communications Board by June 28, 2013.
 - d. The County shall assume full dispatching responsibilities in a Unified Center effective August 4, 2013 which shall be the county employment start date for dispatchers hired from the City as set forth in this agreement.
2. It is understood that the failure to achieve these milestones by the exact dates listed shall not void this agreement. It is expected that each party shall make a good faith and professional effort to meet these targets as set forth above.
3. The Communications Board shall be vested with the authority to officially move any date back no more than 30 days. Any date greater than 30 days shall be presented to both the Sheriff and Mayor for approval on behalf of their respective units of government.

FOR THE COUNTY OF PORTAGE:

FOR THE CITY OF STEVENS POINT:

John E. Charewicz, Sheriff

Andrew Halverson, Mayor

Date

Date