

February 14, 2012

**RESOLUTION NO. 2011- 110**

**RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE  
AUTHORIZING RACINE COUNTY TO ENTER INTO A MEMORANDUM OF  
UNDERSTANDING WITH THE CITY OF BURLINGTON CONCERNING  
COLLABORATION AND RECIPROCAL PROVISION OF SERVICES**

To the Honorable Members of the Racine County Board of Supervisors:

**BE IT RESOLVED** by the Racine County Board of Supervisors that Racine County is hereby authorized to enter into a Memorandum of Understanding with the City of Burlington, as set forth in Exhibit "A" that is attached hereto and incorporated herein, under which Racine County will provide Human Resources services for the City of Burlington and, in turn, the City of Burlington will provide counter services at its City Hall, on behalf of the Racine County Clerk, Racine County Treasurer, and Racine County Register of Deeds.

**BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that said Memorandum of Understanding shall incorporate such terms and conditions as the Corporation Counsel and the Finance Director deem necessary and appropriate.

**BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive and/or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading \_\_\_\_\_

**FINANCE AND HUMAN RESOURCES  
COMMITTEE**

2nd Reading \_\_\_\_\_

BOARD ACTION

\_\_\_\_\_  
Robert N. Miller, Chairman

Adopted \_\_\_\_\_

For \_\_\_\_\_

\_\_\_\_\_  
Mark M. Gleason, Vice-Chairman

Against \_\_\_\_\_

Absent \_\_\_\_\_

VOTE REQUIRED: Majority

\_\_\_\_\_  
Thomas Pringle, Secretary

Prepared by:  
Corporation Counsel

\_\_\_\_\_  
Robert D. Grove

\_\_\_\_\_  
Q. A. Shakoor, II

3  
4 \_\_\_\_\_  
5 John A. Wisch

6  
7 \_\_\_\_\_  
8 Pamela Zenner-Richards

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10  
11 **The foregoing legislation adopted by the County Board of Supervisors of**  
12 **Racine County, Wisconsin, is hereby:**

13 **Approved:** \_\_\_\_\_  
14 **Vetoed:** \_\_\_\_\_ **Date:** \_\_\_\_\_,

15  
16  
17 \_\_\_\_\_  
18 **James A. Ladwig, County Executive**

19  
20 **INFORMATION ONLY**

21  
22 **WHEREAS**, Racine County has traditionally provided counter service to its citizens,  
23 at the Western Racine County Service Center in the City of Burlington, for certain matters  
24 under the authority of the County Clerk, County Treasurer, and County Register of Deeds;  
25 and

26 **WHEREAS**, for budgetary reasons, Racine County can no longer employ the staff  
27 necessary to provide such counter service at the Western Racine County Service Center,  
28 but desires that its citizens continue to have access to those services in Burlington; and

29 **WHEREAS**, Burlington has no human resources professionals on its staff, but  
30 desires to have the benefit of professional human resources services on a part-time basis;  
31 and

32 **WHEREAS**, Racine County and Burlington are able to assist each other with  
33 respect to these matters, thereby ensuring continuation of high quality services to their  
34 citizens while avoiding duplication of effort and unnecessary cost.

**MEMORANDUM OF UNDERSTANDING CONCERNING  
COLLABORATION AND RECIPROCAL ASSISTANCE  
IN PROVISION OF SERVICES**

Pursuant to Section 66.0301 of the Wisconsin Statutes, this Memorandum of Understanding (MOU) is entered into by and between the County of Racine, Wisconsin (hereinafter referred to as **COUNTY**), a quasi-municipal corporation with its principal office located at 730 Wisconsin Avenue, Racine, Wisconsin 53403, and the City of Burlington, Wisconsin (hereinafter referred to as **CITY**), a municipal corporation with its principal office located at 300 North Pine Street, Burlington, Wisconsin 53105, for the purpose of collaboration and partnership in cost-effective delivery of services to their citizens.

**Whereas**, **COUNTY** has traditionally provided counter service to its citizens, at the Western Racine County Service Center in **CITY**, for certain matters under the authority of the County Clerk, County Treasurer, and County Register of Deeds; and

**Whereas**, for budgetary reasons, **COUNTY** can no longer employ the staff necessary to provide such counter service at the Western Racine County Service Center, but desires that its citizens continue to have access to such services in **CITY**; and

**Whereas**, **CITY** has no human resources professionals on its staff, but desires to have the benefit of professional human resources services on a part-time basis; and

**Whereas**, **COUNTY** and **CITY** are able to assist each other with respect to these matters, thereby ensuring continuation of high quality services to their citizens while avoiding duplication of effort and unnecessary cost; and

**Whereas**, to that end, **COUNTY** and **CITY** hereby establish the terms and conditions under which each will make available to the other, at no cost, one or more of its employees to provide, consistent with the employees' primary responsibilities to the respective party, services as described herein.

**Now therefore**, it is agreed by and between **COUNTY** and **CITY** that:

1. **COUNTY** will make available to **CITY**, at no cost, one or more professionals from its Human Resources Department to provide Human Resources services on behalf of **CITY** under the following terms and conditions:
  - a. Services shall normally be provided to **CITY** on its premises on a part-time basis during normal working hours on such day or days as are mutually acceptable to **COUNTY** and **CITY**. It is anticipated that such services will average eight (8) hours per week, but this estimate is subject to review and adjustment by the parties as conditions may require.
  - b. **CITY** shall provide such **COUNTY** Human Resources professional(s) adequate space and facilities, as well as all administrative support, necessary for proper provision of services. Such administrative support shall include, in addition to clerical support, supplies, and equipment, assistance in familiarization with **CITY** bargaining agreements, policies, and procedures.

- c. Except for compensation of the assigned **COUNTY** Human Resources professional(s), **CITY** shall bear all costs associated with the services provided.
  - d. **COUNTY** and **CITY** recognize the desirability of continuity of staffing, but **CITY** understands that this agreement does not guarantee services by any particular **COUNTY** Human Resources professional(s).
  - e. **COUNTY** Human Resources professionals providing services under the provisions of this MOU shall not be deemed to be **CITY** employees or, except to the extent required for carrying out their Human Resources functions, agents of **CITY**.
  - f. Notwithstanding the foregoing, **CITY** shall hold **COUNTY** harmless for any injuries, losses, damages, costs or expenses allegedly arising from the performance by **COUNTY** Human Resources professionals of Human Resources functions under the provisions of this MOU.
2. **CITY** will make available to **COUNTY**, at no cost, members of **CITY** staff to provide counter service, at City Hall, on behalf of the County Clerk, County Treasurer, and County Register of Deeds, under the following terms and conditions:
- a. Except when infeasible due to adverse weather or other factors beyond the control of **CITY**, services shall be provided by **CITY** staff during normal working hours on normal **CITY** working days. Services shall be provided on a walk-in basis.
  - b. It is anticipated that the total time devoted by **CITY** staff to providing such services will average less than eight (8) hours per week. During periods in which service demands are expected to peak (e.g., the period immediately preceding the deadline for second property tax installments), **COUNTY** shall assign staff to the Burlington City Hall to assist with the increased workload.
  - c. At no cost to **CITY**, **COUNTY** shall provide internet access from **CITY** computers to **COUNTY** information systems as required for providing the services described herein; such access shall include access to systems for recording and accounting for receipts of funds. **CITY** agrees that it shall limit such access to **CITY** staff members who require it in order to provide the services described herein.
  - d. **COUNTY** shall supply **CITY**, at no cost, specialized materials and supplies required for providing the services described herein; such materials and supplies shall include, but not be limited to, application forms, special paper for vital records certificates, and stamps or seals.
  - e. **COUNTY** shall provide, through the respective elected officials—County Clerk, County Treasurer, and County Register of Deeds—or their representatives, initial and refresher training of all **CITY** staff members that will be responsible for providing the services described herein. **COUNTY** shall also provide, through the respective elected officials or their representatives, telephonic or email advice and assistance, as needed in individual situations.

- f. Counter services to be provided for the offices of the respective **COUNTY** elected officials shall be as follows:
    - i. County Clerk: accept applications and fees for, and issue, marriage licenses.
    - ii. County Treasurer: accept second installments of property taxes and payments on delinquent property taxes.
    - iii. County Register of Deeds: accept real estate documents for recordation and fees therefor; accept and process applications and fees for birth certificates and issue birth certificates; accept and process applications and fees for death certificates and issue death certificates; and accept and process applications and fees for marriage certificates and issue marriage certificates.
    - iv. As part of the foregoing services, **CITY** staff shall appropriately account for, handle, and safeguard tax payments, fees, and other funds received, and shall turn over such funds to **COUNTY** from time to time on such schedule as shall be agreed between **COUNTY** and **CITY**. **COUNTY** shall implement such schedule through regular visits by a member of its staff to the Burlington City Hall.
  - g. Except for compensation of the assigned **CITY** staff, **COUNTY** shall bear all costs associated with the services provided.
  - h. **COUNTY** and **CITY** recognize the desirability of continuity of staffing. **COUNTY** understands that this agreement does not guarantee services by any particular **CITY** staff member(s), except that, where statutory requirements apply, certain services may only be provided by qualified **CITY** staff members (e.g., marriage licenses may only be issued by **CITY** staff members who are notaries public and are sworn as Deputy County Clerks, tax payments may only be accepted by **CITY** staff members who are sworn as Deputy County Treasurers).
  - i. **CITY** staff members providing services under the provisions of this MOU shall not be deemed to be **COUNTY** employees or, except to the extent required for carrying out their functions on behalf of the respective **COUNTY** elected officials, agents of **COUNTY**.
  - j. Notwithstanding the foregoing, **COUNTY** shall hold **CITY** harmless for any injuries, losses, damages, costs or expenses allegedly arising from the performance, under the provisions of this MOU, by **CITY** staff members of functions on behalf of the respective **COUNTY** elected officials, except that **COUNTY** shall not hold **CITY** harmless for any intentional misconduct by **CITY** staff members. **CITY** agrees to include **COUNTY** as an additional insured on its insurance coverage for intentional misconduct by its employees.
3. This Memorandum of Understanding shall remain in force indefinitely. However, it may be terminated at any time upon notice of either party, and it may be amended at any time upon the agreement of both parties. Notice of intent to terminate or to amend shall be sent to the following officials:

RACINE COUNTY:

Wendy Christensen                      County Clerk  
730 Wisconsin Avenue              Racine, WI 53403

CITY OF BURLINGTON :

Kevin Lahner                      City Administrator  
300 N. Pine St.                      Burlington, WI 53105

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

FOR RACINE COUNTY:

FOR CITY OF BURLINGTON:

\_\_\_\_\_  
Signature

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Signature

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Name/Title

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Name/Title

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