

August 9, 2011

**RESOLUTION NO. 2011-30**

**RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE CREATING SIX (6) FTE DEPUTY SHERIFF POSITIONS AND AUTHORIZING THE TRANSFER OF \$120,737.00 WITHIN THE SHERIFF'S OFFICE 2011 BUDGET AND AUTHORIZING A CONTRACT FOR LAW ENFORCEMENT SERVICES WITH THE TOWN OF BURLINGTON**

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

**BE IT RESOLVED** by the Racine County Board of Supervisors that a contract with the Town of Burlington to provide contracted law enforcement services to their municipality as set forth in Exhibit "A" that is attached hereto and incorporated herein is authorized and approved.

**BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that six (6) FTE Deputy Sheriff positions are hereby created within the Sheriff's Office 2011 budget.

**BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that the transfer of funds as set forth in Exhibit "B" that is attached hereto and incorporated herein is authorized and approved within the Sheriff's Offices 2011 budget.

Respectfully submitted,

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

**FINANCE AND HUMAN RESOURCES COMMITTEE**

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

BOARD ACTION

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

Adopted \_\_\_\_\_

For \_\_\_\_\_

Against \_\_\_\_\_

Absent \_\_\_\_\_

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

VOTE REQUIRED: 2/3's M.E.

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

Prepared by:  
Corporation Counsel

\_\_\_\_\_  
Gilbert Bakke

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

\_\_\_\_\_  
John A. Wisch

\_\_\_\_\_  
Pamela Zenner-Richards

1 Resolution No. 2011-30

2 Page Two

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6 **The foregoing legislation adopted by the County Board of Supervisors of**  
7 **Racine County, Wisconsin, is hereby:**

8 **Approved:** \_\_\_\_\_

9 **Vetoed:** \_\_\_\_\_

10  
11 **Date:** \_\_\_\_\_,

12  
13  
14 \_\_\_\_\_  
15 **James A. Ladwig, County Executive**

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20 **INFORMATION ONLY**

21  
22 **WHEREAS**, the Town of Burlington Board has asked the Racine County Sheriff's  
23 Office to provide contracted law enforcement services to their municipality recognizing that  
24 this contract will improve law enforcement services in the Town of Burlington, while  
25 reducing the tax burden to their residents at the same time; and

26  
27 **WHEREAS**, the Racine County Sheriff's Office will absorb seven (7) Town of  
28 Burlington officers as Deputy Sheriffs, one of which will fill an existing opening and the  
29 remaining six will be new Deputy Sheriff positions; and

30  
31 **WHEREAS**, the Town officers will be treated as new County employees with  
32 respect to all benefits and layoff seniority; their hire dates as town officers will be used for  
33 wages, vacation eligibility and seniority within the Sheriff's Office; and

34  
35 **WHEREAS**, the contract the County enters into with the Town of Burlington will  
36 provide significant annual net revenue to Racine County.  
37



## RACINE COUNTY SHERIFF'S OFFICE

717 Wisconsin Avenue, Racine, WI 53403-1237

(262) 886-2300 FAX (262) 637-5279

Waterford (262) 534-5166 Burlington (262) 763-9558

Sheriff Christopher Schmaling

Chief Deputy John C. Hanrahan

### POLICE SERVICES AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, between Racine County, a quasi-municipal corporation (hereinafter referred to as "County") and the Town of Burlington, a municipal corporation located within Racine County (hereinafter referred to as the "Town"),

WHEREAS, the Town desires to purchase police services and protection within the Town, and the Town is willing to assume the cost of this protection; and,

WHEREAS, the County is willing to provide this police protection to the Town under certain terms and conditions.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. That the County agrees to furnish and the Town agrees to pay for police services upon the terms and conditions as set forth below and in "Appendix A", "B" and "C" as attached.
2. The law enforcement services provided by the County shall generally include the enforcement of all local ordinances in effect in the Town. The Sheriff of Racine County shall have supervisory control over the personnel providing these services. The Sheriff shall consider any requests or suggestions made by the Town, but the Sheriff shall retain final authority to make the final decision as to the manner in which such services shall be rendered. The Town Chief of Police will remain employed by the Town and continue to serve in a capacity as directed by the Town, subject to the Sheriff's authority stated above. The Chief will also act as the primary contact between the Town Board and the Sheriff's Office and shall convey the Town's policing mission to the Sheriff.
3. It is agreed that, whenever possible, all arrests made in the Town by Deputy Sheriffs contracted for and assigned to the Town shall be made under municipal ordinance. It is understood that prosecution costs are not covered in the administrative costs.
4. It is agreed that the Sheriff, whenever possible, will cooperate with the Town Municipal Court in scheduling the Deputies to perform the services herein, so as to permit a Deputy to testify in court during his regularly scheduled shift in an effort to minimize overtime for court appearances.
5. Either party may terminate this agreement for the following year by notifying the other party in writing by no later than June 1<sup>st</sup> of the prior year. If the Town desires an increase in services for the following year it

must notify the County by no later than June 1<sup>st</sup>. In the event that both parties desire to continue to contract for police services for the following year, the County shall provide to the Town the estimated costs for police services for the following year by no later than August 1<sup>st</sup>. The Town shall provide to the County any schedule or format changes they would like implemented the following year by no later than August 1<sup>st</sup>.

The parties agree that if at any time during the first sixty (60) months of this agreement, the Town decides to terminate the contract for any reason whatever, then seven (7) deputy sheriffs will be laid off immediately upon receiving written notice from the Town and the Town shall either hire the seven (7) laid-off deputy sheriffs or assume all post-employment benefits continued such as unemployment benefits, health care costs, etc., and compensate the County for the \$4,168 per employee employment costs related to the initial hire of the seven (7) Town police officers. It is the stated intent of the parties that if the Town terminates the agreement prior to the end of the first sixty (60) months of this agreement, then the Town shall make the County whole so that the County will bear no benefits liability from the positions created in this agreement. The County will defend any claim or lawsuit relating to incidents that occur during the term of, and involving the deputies that are hired pursuant to, this agreement.

The parties also agree that if they continue to contract for said services beyond the fifth year, or if the County terminates the contract for any reason unless by mutual agreement of the parties, that no such liability will be transferred back to the Town and the County will treat the seven deputies as regular County employees.

6. This agreement shall be for a five-year period commencing on October 1st of 2011, with an option to renew for additional one year terms upon written agreement of the parties.

Executed at Racine County, Wisconsin, on the date and year first above written.

**TOWN OF BURLINGTON**

**RACINE COUNTY**

\_\_\_\_\_  
Town Chairman

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
County Board Chairman/ County Clerk

## APPENDIX "A"

This appendix contains the terms and conditions for the provision of police services by the County of Racine for the Town of Burlington for the contract year 2011. The terms and conditions for this agreement for the year 2011 are as follows:

1. The total cost of law enforcement services is based on 1800 hours of service for one deputy in a calendar year. The cost includes; salaries, fringe benefits, and administrative costs.
2. The total yearly per Officer cost for law enforcement services is \$91,535.46. Based on 1,800 working hours per year, costs total \$50.85 per hour.
3. The Town will be billed monthly based on the services provided on an hourly basis. The Town will be billed \$49,872.80 per month.
4. The Town will contribute their existing three (3) Town of Burlington squad cars to the County for its use in executing the terms of this agreement. The Town will continue to hold title to the squad cars and will continue to be responsible for the scheduled care and maintenance and daily fuel for the squads cars. The Town will also continue to insure the squad cars.
5. There will be no mileage charge to the Town as long as the Town continues to provide the squad cars and fuel for squad cars. At such time when any Town squad car is determined by the Sheriff to be beyond its useful life and removed from deployment and the County squad car is substituted in its place, mileage will be billed to the Town at the current IRS mileage rate. The Town agrees to fund all necessary maintenance and repairs needed to keep their squads in good working condition.
6. The County will provide coverage based on the need for services. The method of deployment will be in the manner set forth in the scheduling of squad cars as mutually approved and agreed by the Sheriff and the Town of Burlington.

## APPENDIX "B"

This appendix contains the terms and conditions of the hiring of Town of Burlington police officers as Deputy Sheriff's – as part of this contract.

Subsequent to the execution of this contract the Sheriff's Office intends to hire seven (7) of the existing Town of Burlington police officers as new Deputy Sheriffs. Those Town of Burlington officers who will become Deputy Sheriffs will be required to successfully complete a pre-employment background check, medical examination, psychological examination and drug testing.

The Town of Burlington police officers who will be hired as part of this contract shall be classified as "new hires" with Racine County and will serve a 12 month probationary period. Upon successful completion of such probationary period, each Deputy shall be entered on the seniority list. It is agreed by the parties that the Town police officers that are hired by the County will be allowed to make shift choices for 2012. Hire date with Racine County as a Deputy will be used for layoff and all benefit purposes except for vacation eligibility. Hire date as a Police Officer with the Town of Burlington will be used for wages, vacation eligibility, and Sheriff's Office seniority. It is agreed by the parties that any former Town police officer that is subsequently hired as a Deputy Sheriff shall pay the employee share of contributions to the Wisconsin Retirement System and agreed that the County is prohibited from paying the employee share, The employee contribution is currently set at 5.8%.

## APPENDIX "C"

Racine County Sheriff's Department  
 2011 Law Enforcement Contract  
 Town of Burlington - 11,680 Hours  
 1 on 1st - 2 on 2nd - 1 on 3rd.

**Wages:**

Deputies wage per month		\$4,918.47
Yearly wage total		\$59,021.64
Plus Longevity	1.65%	\$973.86
<b>Wages Total</b>		<b>\$59,995.50</b>

**Employee Benefits:**

Wisconsin Retirement	22.40%	\$13,438.99
Workers' Compensation	0.5%	\$449.97
Public Liability	0.75%	\$449.97
FICA	7.65%	\$4,589.66
Life Insurance		\$374.37
Group Insurance		\$2,238.00
<b>Benefits Total</b>		<b>\$31,539.96</b>

**Cost Per Deputy** (wages total plus benefits total) **\$91,535.46**

Contract Includes 6.489 Deputies. **Total Deputy Cost** **\$593,973.60**

**Hourly Application of Services:**

Annual Work Days Per Year	244
Vacation Days	18
Holiday	1

Total Annual Days Available Per Deputy 225

Total Annual Hours Available Per Deputy 1800

6.489 Deputies per contract **Total Hours** 11680

**Hourly Deputy Cost** (Cost Per Deputy / Annual Hours Per Deputy) **\$50.85**

**Administration and Mileage:**

Administrative Costs	3	Shift(s)	\$4,500.00
Mileage <span style="border: 1px solid black; padding: 2px;">\$0.500</span> / Mile		Miles	\$0.00

**TOTAL CONTRACT COST** (Total Deputy Cost + admin. cost & mileage) **\$598,473.60**

Monthly Cost \$49,872.80

