Meeting:	Village Board
Meeting Date:	11/9/12
Agenda Item:	6a

Mission Statement
Delivering quality services in a courteous, cost-effective and efficient manner

VILLAGE BOARD MEETING STAFF REPORT

REPORT TO: Burt R. McIntyre, President
Village Board of Trustees

REPORT FROM: Paul F. Evert, Village Administrator

AGENDA ITEM: Review and take action on the agreement with Brown County for police services

ACTION REQUESTED: __Ordinance ___Resolution _X_Motion ___Receive/File

POLICY ISSUE

Should the Village Board renew the contract for police services with Brown County?

BACKGROUND INFORMATION

This is the last year of our current contract with the Brown County Sheriff's Department for police services. Public Safety Director Ed Janke and I have met with Sheriff Gossage and Chief Deputy Delain on several occasions to discuss the service and calculation behind this contract.

As it turns out, the increase in the contract expenses from 2012 to 2013 is $17,600, which is less than 2% and lower than previously thought. In 2014 and 2015 the contract cost will increase by 2%.

There appear to be two reasons the cost to the Village has not increased as much as originally expected. First, the County has been aggressively trying to reduce costs by implementing health plan changes as provided in Act 10. That issue is being litigated and the contract assumes the County will prevail. Second, the Village of Howard is being assessed for a smaller percentage of the investigative services when compared to the percentage in the last contract. The County divides the calls for services among the communities it serves to calculate this number, and proportionally fewer cases were assigned to Howard.

FISCAL IMPACT:

Is there a fiscal impact?	Yes	$4,248,888.28, plus overtime
Is it currently budgeted?	Yes	
If budgeted, which line?	Police Contracted Services	

STAFF RECOMMENDATION

As requested, I contacted Chief Deputy Todd Delain about extending the contract beyond three years and also discussed the previous staff recommendation to cap overtime. The Chief Deputy indicated that there is too much unknown with the labor situation being litigated between the deputies union and the County to extend beyond the three years at 2% increases. In addition, the County is no longer willing to cap overtime with any of the municipalities, as it could lead to a situation in which the county is subsidizing one community over another.

Staff recommends approval of the Police Services Contract with Brown County for the three-year period beginning January 1, 2013 and ending December 31, 2015 in the amount of $4,248,888.28, plus overtime.

POLICY ALTERNATIVE(S)

The Village Board could take the following actions:

- Approve the contract as presented
- Approve the contract with any revisions
- Deny the contract and put out an RFP for police services
- Table the item and request more information

ATTACHMENTS

I Police Services Contract

VILLAGE OF HOWARD

POLICE SERVICES CONTRACT

MEMORANDUM OF AGREEMENT made this _____ day of _____, 2012 by and between the VILLAGE OF HOWARD, a municipal corporation, in Brown County, Wisconsin (hereinafter referred to as "Village"), and BROWN COUNTY, a municipal corporation of the State of Wisconsin (hereinafter referred to as "County.")

WHEREAS, the Village is required to provide its own police protection services but does not have its own police department and does now contract with the County for the furnishing of such services under the provisions of 61.65, Wisconsin Statutes, and other provisions of law, and wishes to continue to contract with the County for such services; and the County does now furnish police protection services throughout Brown County, Wisconsin, and represents that it can and is willing to provide the Village with additional such services; now then,

IN CONSIDERATION OF the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt of which is acknowledged by both parties, it is agreed that the County will provide full-time police services to the Village on the 1st day of January, 2013 to the 31st day of December 2015.

IT IS FURTHER AGREED:

1. The Village shall pay to the Brown County Treasurer one-fourth (1/4) of the total annual amount due for said services quarterly, in advance within 15 days of the end of the previous quarter, the amount(s) which have been determined to be as set forth in Appendix A.

2. The Village is designated as a separate and distinct section within the system utilized by the County which divides the county in geographical sections for the purpose of supervising police activities within the county; and that the assignment of officers to the Village from the Brown County Sheriff's Office shall be at the discretion of said Office, but shall be made on the same basis as assignments by the Sheriff's Office to other sections of the county, provided however that the hours of each daily shift shall be mutually agreed upon by the Brown County Sheriff's Office and the Village.

   That the provisions of the preceding paragraph notwithstanding, no officer shall be assigned by the County to full-time police services in the Village without the approval of the Village, which approval shall not be unreasonably withheld. The Village Administrator shall be notified in writing prior to January 1st of each contract year the names of the officers who have posted for the Howard assignment. In the event that this approval is withheld, written notice of the basis for disapproval shall be given to the County, which shall give copies of such notice to the officer and his collective bargaining unit, and the officer shall be immediately suspended from performing full-

time police services for the Village. If it should be later determined that the basis for the Village's disapproval of an officer is unfounded or is without just cause, the County as its discretion may return such officer to full-time police services in the Village and the village shall be held harmless. The County may use an officer who is not approved for full-time police services in the Village, to perform services within the Village other than under the terms of this agreement, or to temporarily perform police services in the Village.

3. The phrase "full-time police services" shall mean the actual costs as set forth in Appendix B, and the assignment by the County of a sufficient number of certified sworn officers from its Sheriff's Office so as to provide the Village with police protection for twenty-four (24) hours per day, seven (7) days a week.

   Full-time police services also includes; investigative functions, supervision, and record keeping functions. Services may also include (as necessary) K-9 patrol and searches, Emergency Response Unit (ERU) activities and Brown-Outagamie Bomb Squad calls.

4. All arrests made, summonses served and/or citations issued by officers assigned to the Village to perform full-time polices services:

   a. For violations of State Statutes *not adopted by the Village* or County ordinances, *not covered by Village ordinances, (criminal felony matters)* shall be handled and processed in the same manner as other county arrests; and

   b. For violation of Village ordinances *and Village adopted State Statutes, (civil, non-felony matters)* shall be handled by the Village authorities and processed in the Village Municipal Court by the Village Attorney. Where there may be a choice of law, priority shall be given to charging a violation of a Village ordinance *or a Village adopted State Statute.*

5. The Chief Deputy and/or designee, mutually agreed upon by both parties, shall act as the contract administrator for the County and shall:

   a. Serve as the point of contact for all activities in the Village and disseminate information of those activities as he/she deems necessary, and

   b. Be knowledgeable of community affairs and attend Village Board and committee meetings as *deemed* necessary *by the Village Board.*

   c. A Patrol Lieutenant mutually agreed upon by both parties shall be assigned as Liaison to the Village and shall attend the monthly Village Board meetings *if requested by the Village Board or if the Patrol Lieutenant is desirous of attending.*

6. In the event the parties cannot agree on terms and conditions for a new or a renewal agreement by December 1, 2015, this agreement shall be extended for one (1) year on the same terms and conditions, except for the right to renew or extend, and the annual

sum to be paid by the Village to the County for 2016 shall be computed at a 3% increase from the 2015 amount as stated in Appendix A.

This agreement shall be for a 3-year term, commencing on January 01, 2013 and ending December 31, 2015 unless terminated in accordance with the provisions hereof; and that either party shall have the right to terminate this agreement at least six (6) month's prior written notice to the other, providing such termination begins on January 01st. The termination letter shall be personally delivered or sent by certified U.S. mail postage prepaid to the County Clerk (if notice is given by the Village), or to the Village Clerk-Treasurer (if notice is given by the County), except that in no event can this contract be terminated prior to December 31, 2013.

IT IS FURTHER AGREED BY THE COUNTY:

That the Sheriff or his/her designee shall promptly and timely notify the Village Administrator, or in his/her absence the Village President of each occurrence of serious incidents, and/or police action to be taken by the County and/or other law enforcement personnel within the Village of Howard. What constitutes a "serious incident" shall include but not be limited to homicides, sexual assaults, suspicious deaths, gang-related activity, taking of hostages, kidnappings and riots.

1. Officers assigned to the Village shall be properly trained and supervised. Such training shall include an orientation session to provide the officers with specific knowledge of the Village, such orientation materials to be supplied by the Village.

2. The County will supply all necessary personal equipment for the officers assigned to the Village, including firearms, ammunition, portable radios, and soft body armor.

3. To provide a properly equipped squad car owned by the County in the event that the squad car(s) provided by the Village are unavailable because of damage, repair, maintenance or destruction.

4. Officers assigned to the Village shall have use of all communications equipment, official records and files of the County except when there is a compelling need for the County to maintain confidentiality.

5. The County shall provide the Village with the following reports on a quarterly basis:

   a. Ticket Issued Report
   b. Accident Activity Report
   c. Adult Arrest Report
   d. Juvenile Arrest Report
   e. Incident Report Analysis

6. To fully and timely provide all services, equipment, materials and devices contemplated by this agreement, and not to withhold providing any of the same during the term or any renewal or extension hereof, except for cause beyond the control of the County; and to make available to the Village, the County Sheriff's Department Records Section personnel to enter and maintain as part of the County's data bank, bicycle registrations and any other data which the Village deems necessary to properly and reasonably carry out the statutory duty of police protections.

7. The County shall provide necessary officers as relief and/or replacement during the absence or after termination of an officer regularly assigned to the Village, in accordance with all terms and conditions of this agreement.

8. Officers assigned to the Village shall be provided with fringe benefits on the same basis as provided to other sworn officers of the Brown County Sheriff's Office.

9. The Village shall be named as an additional insured in the County's liability and umbrella insurance policies for purposes of providing insurance protection for the Village against liability connected with the services to be provided pursuant to this agreement.

10. That all officers to the Village, at all times shall be and remain employees of the County, and shall not be deemed employees or agents of the Village; and that the County shall fully indemnify and hold harmless the Village from any liability for defense expenses and for damages to person or property caused by an act or omission of a County employee in furtherance of the provisions of this agreement, to the extent that the same are not covered by insurance.

IT IS FURTHER AGREED BY THE VILLAGE:

1. The Village will provide at its expense a properly marked squad car(s) equipped to County specifications which include at a minimum; an electronic siren, a 2-way police radio, a red and blue light bar and a fire extinguisher. All equipment added to the squad car(s) shall be approved by the Patrol Division Director of the Brown County Sheriff's Office. Maintenance and repair of the squad car(s) shall be the responsibility of the Village.

2. All vehicles removed or impounded pursuant to the Municipal Code of the Village shall be disposed of by the County; the Village shall reimburse the County for all costs of such removal, impoundment and disposal which are not covered upon disposal.

3. All patrol officers regularly assigned to the Village shall have a minimum of one (1) year law enforcement experience to maintain continuity of law enforcement within the community, unless both parties agree to waive the one (1) year requirement.

4. The Village shall provide automobile liability insurance covering the operation, maintenance and use of the squad car(s) provided by the Village in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage, or such other amount as may hereafter be determined to be the maximum amount to be able to be recovered from either the Village or the County by statute, whichever sum is lesser, with the County named as an additional insured. The Village and County both specifically reserve their rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wis. Stat. Chapter 345.05(3) and related statutes.

5. The Village will fully indemnify and hold harmless the County from any liability for defense expenses and for damages to person and property caused by any act or omission of a Howard employee in furtherance of the provisions of this agreement to the extent that the same are not covered by insurance.

Mutual Covenants

It is mutually agreed that by entering into this agreement, both parties to this contract specifically reserve their rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wis. Stat. Chapter 893 and related statutes.

This document constitutes the full and complete agreement by and between the parties and shall not be amended except in writing signed by the parties and attached hereto.

IN WITNESS WHEREOF, this contract has been executed in duplicate, originals as of the day and year above written.

(See Appendix A for special provisions.)

VILLAGE OF HOWARD

By: _____
Paul F. Evert
Village Administrator

By: _____
Karen Simons
Clerk-Treasurer

COUNTY OF BROWN

By: _____
John Gossage
Brown County Sheriff

By: _____
Darlene Marcelle
Brown County Clerk

APPENDIX A – Summary of Contract Costs
Village of Howard
Years 2013, 2014 and 2015.

Per Attachment B, the formula computed total costs for 2013-2015 totaling $4,248,888.28 .

2013	**$1,388,344.10**
2014	**$1,416,110.98**
2015	**$1,444,433.20**

Overtime to be billed separately on a quarterly basis

Detailed computations of the above figures are found
In appendix B. Appendix B details staffing levels and relief factors.

Police Serv
Comp. 2013-15
Draft 1 w 2% incr.

BROWN COUNTY SHERIFF'S DEPARTMENT
Village of Howard Police Services Contract Computations
For 2013-2015

Attachment B
8/6/2012

			1 DEO 1 and 1 DEO 2 5 shifts per day	(footnote)
Patrol Officers: (cost for officer on an hourly basis)				
Hourly Patrol Officer base pay rate		$	30.8809	(A)
Add: Estimated hourly amount for longevity		$	-	(B)
Add: Estimated hourly amount for shift differential		$	0.4300	(C)
Add: Estimated hourly amount for holiday "premium" pay		$	0.7382	(D)
Sub-total		$	32.0491	
Add: Fringes at most recent annual Patrol Division fringe rate	49.8769%	$	15.9851	(E)
Add: Estimated hourly amount for training		$	0.1515	(F)
Add: Estimated hourly amount for uniform allowance		$	0.2390	(G)
Total - Hourly Patrol Officer Pay Rate		$	48.4248	
Times: Base annual hours worked per labor agreement			2,008	
Annual Patrol Officer Cost		$	97,237.00	
Hours contracted per shift	8			
Times shifts contracted per Day	5			(H)
Times days contracted per week	7			(I)
Hours contracted per week	280			
Hours Contracted per year	14,560.00			
Average annual hours worked per FTE	1,700.13			(J)
Computed number of FTEs to fill contracted hours *			8.56	
Costs for Contracted Patrol Officer FTEs				$ 832,743.87

* works out to shift relief factor of 1.71

Patrol Supervision: (allocation of Patrol Sgts.)				
Hourly Sergeant pay rate		$	34.0553	(K)
Add: Estimated hourly amount for longevity		$	-	(L)
Add: Estimated hourly amount for shift differential		$	0.4300	(M)
Add: Estimated hourly amount for holiday "premium" pay		$	0.8141	(N1)
Sub-total		$	35.2994	
Add: Fringes at most recent annual Patrol Division fringe rate	49.88%	$	17.6063	(E)
Add: Estimated hourly amount for training		$	0.1515	(F)
Add: Estimated hourly amount for uniform allowance		$	0.2390	(G)
Total - Hourly Patrol Sergeant Pay Rate		$	53.2962	
Times: Base annual hours worked per labor agreement			2,008	
Annual Patrol Sergeant Cost per FTE		$	107,018.80	
Total Patrol Sergeants in Sheriff's Dept.			9	(O)
Total Patrol Officer FTEs in Dept.			68	(P)
Ratio of Patrol Sergeants to Patrol Officers			0.132352941	
Computed number of FTEs to fill contracted hours	***adjusted for only 3 shifts***		5.138438	
Patrol Sergeants allocated to Contract			0.680	
Patrol Sergeant Cost for above FTEs				$ 72,782.13
TOTAL PATROL COSTS				$ 905,526.00

Investigative Personnel:

Hourly Investigative Sergeant pay rate	(used same as Patrol)		$	34.0553	
Add: Estimated hourly amount for longevity			$	-	(Q)
Add: Estimated hourly amount for shift differential			$	-	(R)
Add: Estimated hourly amount for holiday "premium" pay			$	0.9824	(N2)
Sub-total			$	35.0377	
Add: Fringes at most recent annual Investigative Div. fringe rate		49.76%	$	17.4332	(S)
Add: Estimated hourly amount for training			$	0.1515	(F)
Add: Estimated hourly amount for uniform allowance			$	0.2390	(G)
Total - Hourly Investigative Sergeant Pay Rate			$	52.8615	
Times: Base annual hours worked per labor agreement				2,040	
Annual Investigative Sergeant Cost per FTE			$	107,837.38	
Total Invest. Sergeants in Sheriff's Dept.				8	(T)
Times Percentage of Investigative case assignments (2009-2011 average)				26.10%	(U)
Investigative FTEs charged to contract				2.088	
					$ 225,164.45

TOTAL PATROL AND INVESTIGATIVE COSTS $ 1,130,690.45

DIRECTED ENFORCEMENT OFFICERS

Deputy at Annual Patrol Officer cost	$	97,237.00	
Assuming two DEOs for 2013 -2015	$	2.00	
			$ 194,474.01
Add'l pay for DEO II Rate (diff. between sgt. rate and top patrolman rate + fringes)			$ 9,781.79

TOTAL PATROL, INVESTIGATIVE AND DEO COSTS $ 1,334,946.25

Adminstrative and Other Costs:

Percent of total Patrol and Investigative Division Costs to cover: 4% $ 53,397.85

- Human Resources functions
- Administrators ("chief," captain, lieutenants)
- Policies and procedures maintenance
- Payroll/accounting functions
- Records/clerical staff
- Training Section officers
- Training materials and ammunition
- Internal investigations/backgrounds/hiring
- Evidence technicians
- Evidence/property storage
- Computer/technology upgrades and maintenance
- Back-up vehicles/squads (as needed)

CONTRACT TOTAL COSTS FOR 2013 (Excluding OT & Traffic Team)	**$ 1,388,344.10**
CONTRACT TOTAL COSTS FOR 2014 (Excluding OT & Traffic Team) - Based on 2% increase	**$ 1,416,110.98**
CONTRACT TOTAL COSTS FOR 2015 (Excluding OT & Traffic Team) - Based on 2% increase	**$ 1,444,433.20**
GRAND TOTAL FOR THREE YEAR PERIOD (Excluding OT and Traffic Team)	**$ 4,248,888.28**

Footnotes:

(A) Hourly Patrol Officer base pay rate: (using avg. of all patrol)

Projected average rate for officers in Patrol Division 2012		$ 30.7273		
Est. wage adjustments - assume 1/2%	0.50%	100.50%		
Est. average pay rate for officers			$	30.8809

(B) Estimated hourly amount for longevity:

Avg.annual longevity for officers in Patrol Div. At 12/31/10	$ -	n/a incl. above	
Div. by annual contractual hours for 6&3 officers	2,008		
Est. hourly amount for longevity for officers in Patrol Division		$	-

(C) Estimated hourly amount for shift differential (assumes even distribution):

Shift diff. - A shift	$ -	
Shift diff. - B shift	$ 0.55	
Shift diff. - C shift	$ 0.74	
Average		0.4300

(D) Estimated hourly amount for "Premium Pay" for holidays:

Estimated number of holidays scheduled to work	6		
Times hours per holiday (shift)	8		
Times hourly patrol officer base pay rate above	$ 30.8809		
	$ 1,482.28		
Div. by annual contractual hours for 6&3 officers	2,008		
Estimated hourly amount for shift differential		$	0.7382

(E) Fringes at most recent annual Patrol Division fringe rate:

Total actual Patrol Div. Fringes per Gen. Ledger 2011		$ 2,998,580.30	
Add: re-allocation of Workers Comp. Ins. (incl. above in 2011)		$ -	
Total Patrol Div. Adjusted fringes		$ 2,998,580.30	
Patrol Div. Overtime per Gen. Ledger 2011	$ 548,904.00		
Less: Estimated fringes on overtime at 25%		$ 137,226.00	
Estimated fringes on regular and paid leave		$ 2,861,354.30	
Patrol Div. Regular wages per G/L 2011	$ 4,590,901.57		
Patrol Div Paid leave earnings per G/L 2010	$ 1,145,929.07		
Total Patrol Div. Wages & Pd. Leave earnings		$ 5,736,830.64	
Adj. Fringes at most recent annual Patrol Div. Fringe rate (excl. OT)			49.88%

(F) Estimated hourly amount for training

Travel/training per Gen. Ledger 2010 (gross less St.reimb.)	$ 46,809.69		
Add: ammunition/range supplies per Gen. Ledger 2011	$ 43,550.68		
Total training costs for 2010	$ 90,360.37		
Div. By Sworn and Correctional Officer FTEs for 2011	297		
Average training cost per Sworn & Correctional officers	304.24367		
Div. by annual contractual hours for 6&3 officers	2,008		
Estimated hourly amount for training		$	0.1515

(G)	Estimated hourly amount for uniform allowance				
	Contractual annual allowance		$ 480.00		
	Div. by annual contractual hours for 6&3 officers		2,008		
	Estimated hourly amount for uniform allowance			$	0.2390
(H)	Shifts contracted per day:				5
(I)	Days contracted per week:				7
(J)	Average annual hours worked per FTE:				
	Contractual hours per year (6&3 officers)		2,008.00		
	Less: Avg. vac. hours 2011 - Patrol Div. Deputies		(261.49)		
	Less: Avg. sick leave hours 2011 Patrol Deputies		-		
	Less: Est avg. workers comp. Patrol Deputies		(6.38)		
	Less: Avg. casual leave hrs. 2011 all sworn officers		(40.00)		
					1,700.13
(K)	Hourly Sergeant pay rate:				
	Hourly weighted avg.rate for sgts. in Patrol Division for 2011		$ 33.8859		
	Est. cost of living factors (n/a)	0.50%	100.50%		
	Est. pay rate for sergeants in Patrol Division			$	34.06
(L)	Estimated hourly amount for longevity:				
	Avg.annual longevity for sgts. in Patrol Div. At 12/31/11		$ -	incl. above	
	Div. by annual contractual hours for 6&3 officers		2,008		
	Est. hourly amount for longevity for sgts. in Patrol Division			$	-
(M)	Estimated hourly amount for shift differential (assumes even distribution):				
	Shift diff. - A shift		$ -		
	Shift diff. - B shift		$ 0.55		
	Shift diff. - C shift		$ 0.74		
	Average				0.4300
(N1)	Estimated hourly amount for "Premium Pay" for holidays:				
	Estimated number of holidays scheduled to work		6		
	Times hours per holiday (shift)		8		
	Times hourly Patrol Sgt. pay rate		$ 34.06		
			$ 1,634.66		
	Div. by annual contractual hours for 6&3 officers		2,008		
	Estimated hourly amount for premium pay			$	0.8141
(N2)	Estimated hourly amount for "Premium Pay" for holidays:				
	Estimated number of holidays scheduled to work		6		
	Times hours per holiday (shift)		10		
	Times hourly Investigator pay rate		$ 34.0553		
			$ 2,043.32		
	Div. by annual contractual hours for 6&3 officers		2,080		
	Estimated hourly amount for premium pay			$	0.9824
(O)	Total Patrol Sergeants in Patrol Division				9
(P)	Total Patrol Officers in Patrol Division - 2012 budget				68

(Q)	Estimated hourly amount for longevity:				
	Avg.annual longevity for sgts. in Invest. Div. At 12/31/10		$ -	incl in hrly rate	
	Div. by annual contractual hours for 6&3 officers		2,008		
	Est. hourly amount for longevity for sgts. in Invest. Division			$ -	
(R)	Estimated hourly amount for shift differential (assumes even distribution):				
	Estimated hourly amount for shift differential (no shift diff now)			$ -	
(S)	Fringes at most recent annual Investigative Division fringe rate:				
	Total actual Invest. Div. fringes per Gen. Ledger 2011		$ 706,492.32		
	Add: re-allocation of Workers Comp. Ins. (incl. above in 2010)		$ -		
	Total adjusted Invest. Div. Fringes		$ 706,492.32		
	Invest. Div. Overtime per Gen. Ledger 2011	$ 132,937.31			
	Less: Estimated fringes on overtime at 25%		$ 33,234.33		
	Estimated adjusted fringes on regular and paid leave		$ 673,257.99		
	Invest. Div. Regular wages per G/L. 2011	$ 1,093,133.50			
	Invest. Div. Paid Leave earnings per G/L 2011	$ 259,997.32			
	Total Invest. Div. Wages & Pd. Leave earnings		$ 1,353,130.82		
	Adj. Fringes at most recent annual Invest. Div. Fringe rate (excl. OT)				49.76%
(T)	Total Sergeants in Invest. Division (exc. 2 prop/ID, 1 fraud invest.& 1 juv.)				8
(U)	Percentage of Investigative cases for municipality	2009-2011 average percent			26.10% (Howard %)