

Agreement for Automatic Mutual Assistance

This Agreement for Automatic Mutual Assistance, ("Agreement"), is made and entered into by the City of Waukesha and the City of New Berlin, both Wisconsin municipal corporations and each acting through their duly-authorized officials.

Recitals

The governing officials of the City of Waukesha and the City of New Berlin, political subdivisions of the State of Wisconsin, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters; and

Section 66.0301(2), Wis. Stats., authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and

Section 66.03125, Wis. Stats., authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction;

In consideration of the covenants and conditions set forth in this agreement and good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Designated Response Area. The City of Waukesha agrees to provide automatic fire and emergency medical service (EMS) responses to a specific area of the City of New Berlin. The City of New Berlin will not provide an automatic first response to any area in Waukesha. The current mutual aid and MABAS alarm responses remain intact.

The Designated Response Area of the City of New Berlin which will receive automatic aid from the City of Waukesha is defined as the area from the West 18800 block to the West 22000 block on both Lincoln Avenue and Cleveland Avenue, defined more precisely on the attached Exhibit A. The area includes the subdivisions accessed off of both Lincoln and Cleveland Avenue within the blocks described above. The Waukesha Fire Department will be dispatched by Waukesha County Communications Center (WCC) for all "B" Bravo through "E" Echo level responses, both fire and EMS related, in this area. The City of Waukesha fire and EMS units assigned to Fire Station #2, 1714 Pearl St., shall be the only station from the City of Waukesha which will provide automatic aid under the terms of this Agreement.

For any alarms requiring additional resources, the New Berlin Fire Department will be dispatched and respond simultaneously.

In consideration of each Party's mutual assistance to the other upon the occurrence of emergency conditions or hazardous situations in any portion of the Designated Response Area where this Agreement is in effect, predesignated firefighting equipment, emergency medical equipment, and personnel of the parties may be dispatched to the location of the emergency condition or hazardous situations in order to assist in the protection of life and property subject to the conditions hereinafter stated. For the purposes of this Agreement, emergency condition is a sudden, urgent, unexpected occurrence or occasion requiring immediate action, including any condition requiring firefighting or emergency medical services or both; a hazardous situation is a situation that creates a level of threat to life, property, health or the environment.

The Parties may combine resources to ensure an appropriate allocation of equipment to all reports of fire/emergency medical service calls. The exact equipment allocated shall be based on the nature of the call and shall be agreed upon by the fire chief of each municipality. In addition, the City of New Berlin shall provide "change of quarters" support, i.e. paramedic unit support, to the City of Waukesha Station 2 in the event that the City of Waukesha's Station 2 resources are committed for an extended period of time.

EMS Billing. All EMS transports made by the City of Waukesha shall be billed by the City of Waukesha and revenue obtained from those transports shall be retained by the City of Waukesha. All EMS transports made by the City of New Berlin shall be billed by the City of New Berlin and revenue obtained from those transports shall be retained by the City of New Berlin.

2. Training. The City of Waukesha Fire Department will be granted full access to the New Berlin Training Tower facility located at 3845 South Casper Drive, New Berlin, Wisconsin, at no cost. Training exercises shall be scheduled by the fire chiefs at mutually-agreeable times.

Joint training exercises shall be conducted, at a minimum, semiannually. The training exercises will be coordinated and observed by a chief officer from each respective department, for the purpose of maintaining coordination in firefighting procedures, dispatching and communications.

3. Availability. Any dispatch of equipment and personnel by the City of Waukesha pursuant to this Agreement, shall be to the extent of available personnel and equipment not required for the adequate protection of the territorial limits of the City of Waukesha. The City of Waukesha shall not be required to provide services when equipment and/or staffing are unavailable due to emergency conditions and/or hazardous situations confronting the City of Waukesha's fire department. If the response is not available, the City of New Berlin will be notified immediately.

No liability of any kind or nature shall be attributed to or be assumed whether express or implied by a party hereto, its duly authorized agents and personnel for failure or refusal to render aid. In addition, there shall not be any liability if the City of Waukesha withdraws aid once provided pursuant to the terms of this Agreement.

4. Incident Command. The officer on the first arriving company from the City of Waukesha will establish command of the incident until relieved by the appropriate authority. Upon arrival of the New Berlin Fire Department at the scene, the officer in charge shall communicate with the initial Incident Commander for a situational update and assume Command of the incident thereafter if necessary. Personnel and equipment dispatched pursuant to this agreement shall report for direction and assignment to the fire chief or incident commander of the City of New Berlin fire department. The City of Waukesha fire department shall at all times have the right to withdraw any and all aid upon the order of its chief officer or designee provided; however, the City of Waukesha shall notify the incident commander or his designee of the New Berlin fire department of such withdrawal.

5. Communications. The City of New Berlin shall provide station alerting equipment as well as a pager for both the engine and ambulance crew of Waukesha Fire Station #2 to alert for only those calls within the designated response area. WCC will provide an immediate follow-up telephone call to the City of Waukesha Dispatch center for all calls in the designated response area.

New Berlin will provide necessary licenses to enable currently operating Mobile Data Computers (MDC) installed in the responding Waukesha units to provide the ability to communicate through

MDC with WCC. City of Waukesha Fire and EMS units will make a good faith effort to maintain appropriate service status in the WCC dispatch system.

Upon receipt of an alarm in the designated response area, the Communications Center receiving the alarm will dispatch the proper assignment. Should the agreed upon assistance not be available, the requesting department will be so notified. Dispatched units shall communicate with the dispatch center that provided the initial dispatch when possible.

Communications procedures and documents will be provided at the Initial training session and updated as needed. Maintenance and replacement of radios will be the responsibility of the Department that owns the radios.

6. Waiver and Indemnification. Each Party to this Agreement waives all claims (except those arising from the intentional or negligent acts of the other party) against each and every other party to this Agreement for compensation for any loss, damage, personal injury, or death occurring as a consequence of this Agreement; however all Parties providing assistance hereunder shall be entitled to the equitable distribution between the parties providing services of any expenses recovered from other responsible entities. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.

A Party receiving assistance hereunder agrees to hold harmless, indemnify and defend the Party providing assistance in its jurisdiction from any and all claims, demands, liability losses including attorney's fees and costs which are made by a third Party arising from providing assistance pursuant to this agreement, except there is no duty to hold harmless, indemnify and defend a Party providing the assistance from any claim that arises from intentional or reckless acts of the Party providing the assistance.

There shall be no liability of either Party to the other party of this Agreement for failure or refusal to render assistance or for withdrawal of assistance once provided.

Nothing contained within this Agreement is intended to be a waiver or estoppel of the Cities' or their insurer's ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes §§893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, neither the Parties nor their insurers shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law. Any obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall either city be required to indemnify the other for its own negligent or intentional conduct. The Parties also agree that they are not waiving any other immunities or defenses available to them under state, federal or administrative law.

7. Fire/EMS Incident Reports. Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Units assisting in the incident shall cooperate with the agency in charge to provide any necessary information. Fire investigations are the responsibility of the respective jurisdiction, and responding agencies will cooperate in the investigation.

8. Insurance. Each Party hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation and emergency medical service professional liability with limits

of One Million Dollars (\$1,000,000) for auto coverage and One Million Dollars (\$1,000,000) combined single limit general liability and professional liability coverage. No Party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other Party hereto or its personnel. The obligations of this section shall be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the State of Wisconsin. Upon request, a Party may provide evidence of compliance with the provisions of this section to the other Party.

9. Reimbursement. No Party shall be reimbursed by the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel, food, and lodging shall be paid by the entity in which the employee in question is regularly employed.

10. Employment Status. Each Party to this Agreement is responsible for the operation of its own vehicles and equipment and the acts of its personnel responding to a request for mutual assistance while they are providing assistance in the requesting community. The employees that provide services under this Agreement shall continue to be the employees of his or her employing parties' fire department and shall be covered by his or her employing Parties' fire department for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 Wis. Stats., and any civil liability. Any employee providing services under this Agreement is considered to act in the ordinary scope of his or her employment with his or her employing Parties' fire department.

In the event that any individual performing duties subject to this Agreement is cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts performed within the scope of his/her duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where another jurisdiction may be liable, in whole or in part, for the payment of damages then the other jurisdiction may be joined in such cause of action to protect its interests.

At all times while equipment and personnel of any Parties' fire department are traveling to, from, or within the geographical limits of the other Parties' in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.

11. Term and Termination. This Agreement shall remain in full force and effect until terminated by either municipality. Either Party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other Party.

12. Severability. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Agreement.

13. Effective Date. This Agreement shall take effect as to any Party shall be on the date of the signature of any Parties hereto.

14. Governing Law, Amendment. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter of this Agreement and may not be amended except upon the mutual written consent of the parties. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.

City of Waukesha

City of New Berlin

Mayor

Mayor

City Clerk

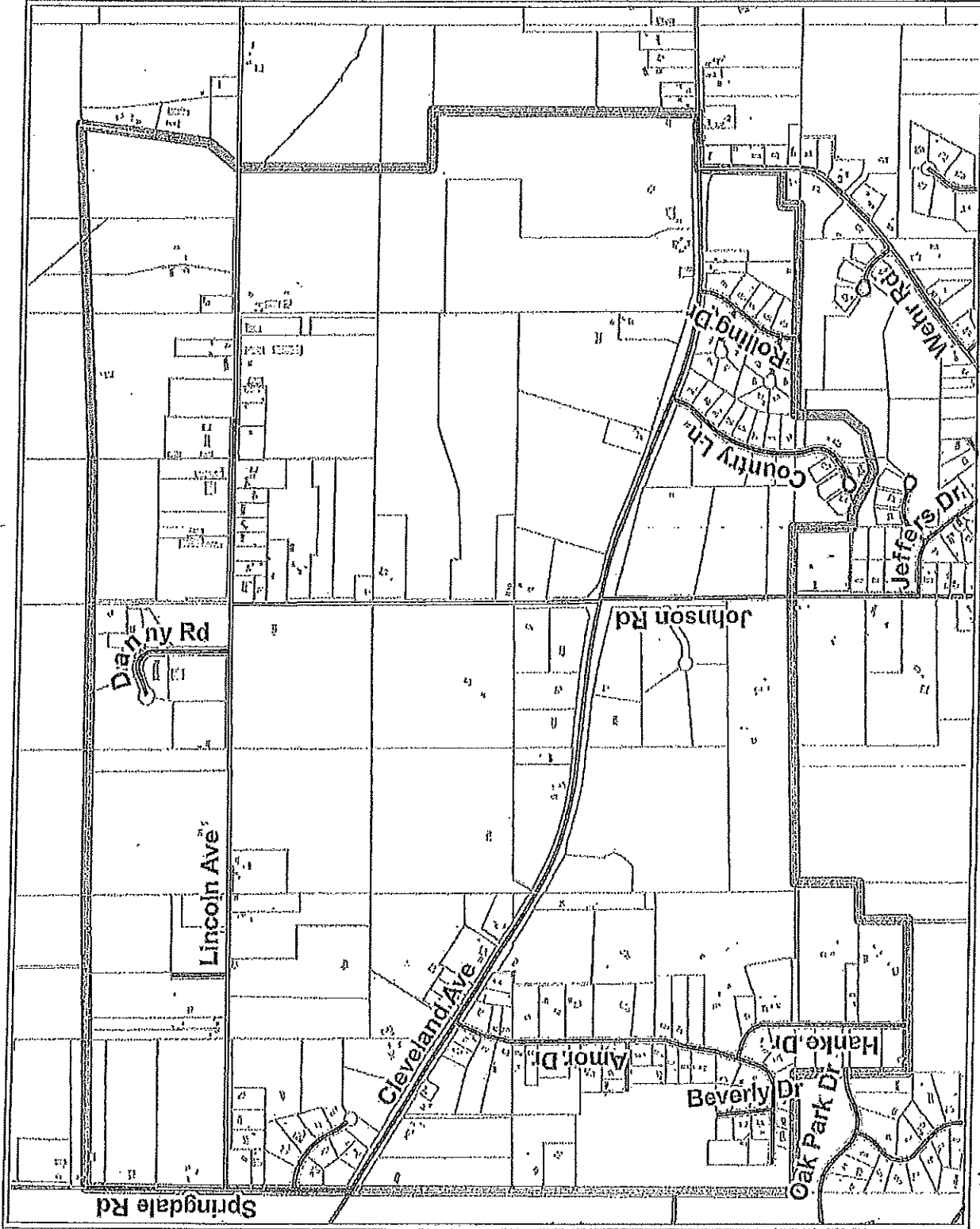
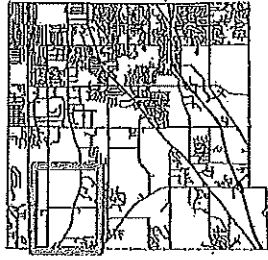
City Clerk

Date

Date

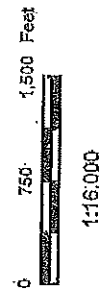
Conceptual Service Area

Overview Map

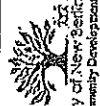


Legend

- Conceptual Service Area
- Building
- Parcel
- Road Centerline



City of New Berlin
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Map Project: 12/12/2014
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