



City of Waukesha

City Hall,
201 Delafield Street
Waukesha, WI 53188

Meeting Agenda - Final Finance Committee

Tuesday, September 30, 2014

6:30 PM

Council Chambers, City Hall
Use lower level glass door.

1. Call To Order
2. Public Comment
3. Approval of Minutes
4. Business Items
 - A. ID#14-1161 Review and act on a request to recommend the Common Council approve retaining a special prosecutor for a conflict of interest case involving a City employee.
Sponsors: Attorney's Office
Attachments: spec pros - kavalary 093014
 - B. ID#14-1202 Review and act on a request to recommend the Common Council approve retaining a special prosecutor for a conflict of interest case involving a City employee.
Sponsors: Attorney's Office
Attachments: spec pros - C Payne 093014
 - C. ID#14-1168 Review and act on a request to recommend the Common Council to renew the Haz-Mat contract with Waukesha County.
Sponsors: Fire Department
Attachments: HazMat Agreement 093014
 - D. ID#14-1169 Review and act on a request to recommend the Common Council approve an agreement between the City of Waukesha and the City of New Berlin to provide fire and EMS services to a portion of the City of New Berlin adjacent to Waukesha.
Sponsors: Fire Department
Attachments: New Berlin Agreement 093014
 - E. ID#14-1217 Review of 2015 Police, Fire and related Public Safety Budgets (PFD, etc.)
Sponsors: City Administrator and Finance

5. Communications and Referrals:

6. Adjournment

The Finance Committee may consider any departments, funds or line items related to the 2015 Budget not specifically identified on the meeting agenda as a part of the Budget Review process.

“A majority of the Council members may be in attendance.”

NOTICE: Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible or that materials at the meeting be in an accessible format, please contact the Finance Office 48 hours prior to the meeting at 524-3560, or by the Wisconsin Telecommunications Relay System so that arrangements may be made to accommodate the request.

Staff Comments

Finance Committee Meeting

September 30, 2014

Date Prepared: September 16, 2014

Item # on Agenda: 4-A

Item Description: Retaining of Special Prosecutor

Staff Recommendation: Approve

Committee(s) Recommendation(s) and Date of Recommendation:

Finance Committee

Policy Issue:

Is an exception to existing policy or a change in policy required?

No

What is the Policy issue to be decided?

Motion: (Should you wish to make a motion to support this request the appropriate language would be as follows:)

Move to approve

Background Information:

See attached memo

Budget Impact:

Is this item currently budgeted? If not, what source of revenue is being recommended?

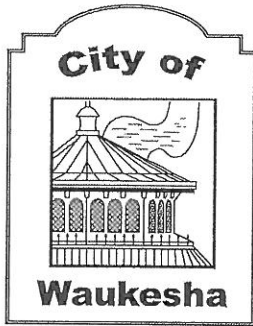
Consider short-term and long-term impacts.

Additional Information:

Attachments:

Prepared By: Maria Schlechta

Reviewed By:



Office of the City Attorney

City Hall, Room 206
201 Delafield Street
Waukesha, Wisconsin 53188-3688
Telephone (262) 524-3520
Fax (262) 650-2569
Email attorneys@ci.waukesha.wi.us

Brian E. Running
City Attorney
Miles W.B. Eastman
Assistant City Attorney
Julie M. Gay
Assistant City Attorney
Anne Marie Iselin
Assistant City Attorney
Donna Hylarides Whalen
Assistant City Attorney

Memorandum

TO: Ald. J. Pieper, Finance Chair
Finance Department

FROM: Anne M. Iselin, Assistant City Attorney

RE: Retaining of Special Prosecutor
City of Waukesha v. Marie Ann Kavalary

DATE: September 15, 2014

Due to a conflict of interest, Attorney Rick Trindl has agreed to act as special prosecutor for the City at the hourly rate of \$175.00 per hour.

This matter involves an ordinance violation which we are prosecuting.

Respectfully submitted,

Anne M. Iselin
Assistant City Attorney
AMI/ms

cc: Mayor Shawn Reilly
City Attorney Brian E. Running



Staff Comments

Finance Committee Meeting

September 30, 2014

Date Prepared: September 23, 2014

Item # on Agenda: 4-B

Item Description: Retaining of Special Prosecutor

Staff Recommendation: Approve

Committee(s) Recommendation(s) and Date of Recommendation:

Finance Committee _____

Policy Issue:

Is an exception to existing policy or a change in policy required?

No

What is the Policy issue to be decided?

Motion: (Should you wish to make a motion to support this request the appropriate language would be as follows:)

Move to approve

Background Information:

See attached memo

Budget Impact:

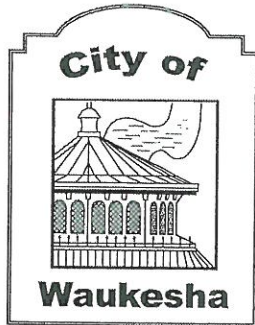
Is this item currently budgeted? If not, what source of revenue is being recommended?
Consider short-term and long-term impacts.

Additional Information:

Attachments:

Prepared By: Maria Schlechta

Reviewed By:



Office of the City Attorney

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City Attorney
Miles W.B. Eastman
Assistant City Attorney
Julie M. Gay
Assistant City Attorney
Anne Marie Iselin
Assistant City Attorney
Donna Hylarides Whalen
Assistant City Attorney

Rana

Memorandum

TO: Ald. J. Pieper, Finance Chair
Finance Department

FROM: Anne M. Iselin, Assistant City Attorney

RE: Retaining of Special Prosecutor
City of Waukesha v. Cory J. Payne

DATE: September 23, 2014

Due to a conflict of interest, Attorney Rick Trindl has agreed to act as special prosecutor for the City at the hourly rate of \$175.00 per hour.

This matter involves an ordinance violation which we are prosecuting.

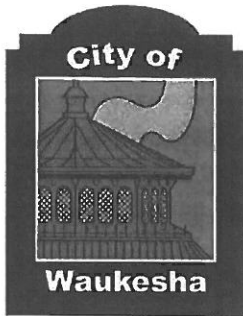
Respectfully submitted,

Anne M. Iselin
Assistant City Attorney
AMI/ms

cc: Mayor Shawn Reilly
City Attorney Brian E. Running



4-C



FIRE DEPARTMENT

130 W. ST. PAUL AVENUE
WAUKESHA, WISCONSIN 53188-5172
TELEPHONE 262/524-3651 FAX 262/524-3670

September 25, 2014

Ald. Joe Pieper, Chair
City of Waukesha Finance Committee
1011 West Glenn Drive
Waukesha, WI 53188

Regarding: Approval of Revised Contract with Waukesha County for
Providing Emergency Response to Hazardous Materials Incidents

Dear Ald. Pieper,

The City of Waukesha has had a contract/intergovernmental agreement with Waukesha County to provide Emergency Response to Hazardous Materials incidents/spills in Waukesha County since 2004. The current contract language and compensation has not changed since its inception. In the spring, we were notified by Waukesha County of their desire to renegotiate the contract due to changes in the state of Wisconsin's compensation for state teams. As a result, our existing contract has been reviewed by a subcommittee of the Local Emergency Planning Commission (LEPC) and legal counsel for both Waukesha County and the City of Waukesha. The attached contract is a result of a lengthy review process. The following are highlights of the major changes being proposed:

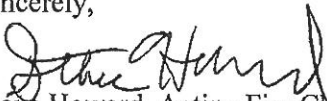
- Compensation for providing services has been reduced from \$144,000 to \$95,200 annually and is based on funding formulas for the State of Wisconsin regional teams. We will be compensated at an average of comparable departments as part of the State of Wisconsin's response network.
- The existing contract (\$144,000) includes an annual "County HazMat Grant" that provides the department with approximately \$9,000-\$10,000, per year, to be spent on equipment for the HazMat team, meeting State grant requirements. These funds will no longer be included in the annual compensation, and would be awarded to the department separately.
- The existing contract requires the City of Waukesha to take on all financial responsibilities for expenses related to spills occurring within the boundaries of the City of Waukesha, while pursuing payment from the responsible party. Spills occurring outside of the City of Waukesha are reimbursed by Waukesha County, while the County pursues payment from the responsible party. Ultimately, if a responsible party is not identified or able to pay, the County reimburses the City of Waukesha for all expenses associated with our response. The proposed contract removes financial responsibilities from the City of Waukesha, consistent with the rest of the County.
- The proposed contract includes substantial wording changes reflecting current terms, laws, and regulations, and also updated signatures and dates. None of these changes directly impact our obligations or responsibilities; they only reflect current standards.



The City of Waukesha and Waukesha County have had a successful, long-standing agreement designating the City of Waukesha Fire Department as the County's Hazardous Material Emergency Response Team. During our discussions regarding the contract, representatives of Waukesha County stressed their satisfaction with the services that we have provided over the past ten (10) years. The request for revisions was based on a need to update language and compensation due to changes at the State level.

I will be present during the meeting to answer any questions regarding this matter.

Sincerely,


Steve Howard, Acting Fire Chief
City of Waukesha

Copies: Mayor Shawn Reilly
Ed Henschel, City Administrator
Rich Abbott, Finance Manager
William Stolte, Waukesha County Emergency Manager

Attachments (2) – Proposed Contract & Matrix (Exhibit A)

1 **HAZARDOUS MATERIALS EMERGENCY RESPONSE AGREEMENT**

2
3 **WAUKESHA COUNTY/CITY OF WAUKESHA**

4
5 This Agreement is entered into pursuant to Sec. 66.0301(2) and 323.61(2m), Wis.
6 Stats., on January 1, 2015, between the City of Waukesha, a Wisconsin Municipal
7 Corporation ("City"), and Waukesha County, a Wisconsin County ("County") as follows:

8
9 WHEREAS, the National Incident Management System (NIMS) established standards
10 for three levels of hazardous materials emergency response capabilities (defined as
11 Types 1, 2, and 3); and

12
13 WHEREAS, the State of Wisconsin implemented the Wisconsin Hazardous Materials
14 Response System in 2013 establishing a network of Type 1, 2, and 3 hazardous
15 materials response teams across the State consistent with the NIMS standards; and

16
17 WHEREAS, multiple transportation routes for hazardous materials traverse Waukesha
18 County;

19
20 WHEREAS, numerous facilities exist using, storing, or manufacturing hazardous
21 materials in Waukesha County; and

22
23 WHEREAS, the City and County of Waukesha worked jointly to develop and enhance
24 an effective hazardous materials emergency response capability similar to the
25 capabilities listed in the National Incident Management System ("NIMS") Resource
26 Typing standard for a Type 2 Hazardous Materials Entry Team; and

27
28 WHEREAS, the development of the response capability involved the writing of standard
29 operating and response guidelines and the purchase of thousands of dollars of
30 response equipment and supplies, as well as large investments in the training of
31 personnel to United States Department of Labor, Occupational Safety and Health
32 Administration ("OSHA") 29 CFR 1910.120 standards; and

33
34 WHEREAS, the City of Waukesha Fire Department maintains personnel trained to the
35 technician level and to the incident commander level as defined under OSHA 29 CFR
36 1910.120; and

37
38 WHEREAS, OSHA 29 CFR 1910.120, Appendix B defines four levels of personal
39 protective equipment capabilities; and

40
41 WHEREAS, the City of Waukesha Fire Department maintains an inventory of personal
42 protective equipment consistent with Level B capabilities as defined in OSHA 29 CFR
43 1910.120 Appendix B and an inventory of emergency response equipment as identified
44 in Exhibit B (updated annually in coordination with the Local Emergency Planning
45 Committee {"LEPC"}); and

47 WHEREAS, Section 323.61(2m) Wis. Stats. establishes that the Local Emergency
48 Planning Committee ("LEPC") must identify a county hazardous materials emergency
49 response team that is capable of responding to Level B hazardous materials releases
50 that occur or potentially occur at any place in the county and whose members meet the
51 standards for hazardous materials technicians as established in OSHA 29 CFR
52 1910.210(q)(6)(iii) in order to remain eligible for emergency response equipment grant
53 funding; and

54
55 WHEREAS, the City of Waukesha Fire Department's Hazardous Materials Response
56 Team meets the training standards as described above and is prepared to provide an
57 appropriate Level B response; and

58
59 WHEREAS, the LEPC recommended and the Waukesha County Board of Supervisors
60 supports the continued designation of the City of Waukesha Fire Department as the
61 Waukesha County Level B Hazardous Materials Emergency Response Team; and

62
63 WHEREAS, the Common Council of the City of Waukesha supports the continued
64 designation of the City of Waukesha Fire Department as the Waukesha County Level B
65 Hazardous Materials Emergency Response Team; and

66
67 WHEREAS, in order to provide Level B response capability within the County of
68 Waukesha, the City and County agree that the City will provide the County with the
69 following level of service and support.

70
71 NOW THEREFORE, in consideration of the above, the County and City agree as
72 follows:

73
74 A. DEFINITIONS: This Agreement specifically incorporates the definitions set forth
75 in sec. 116.20(1), Wis. Stats., Chapter 323, Wis. Stats., 29 CFR 1910, and 42
76 USC Sec 11001-11050.

77
78 B. SERVICES TO BE PROVIDED BY THE CITY OF WAUKESHA FIRE
79 DEPARTMENT

80
81 1) When Level B hazardous materials emergency response is requested by an
82 official having jurisdictional authority within Waukesha County, the City shall
83 provide a Level B emergency response within the County. The number of
84 trained personnel of the City responding to such request shall be dependent
85 upon the limitations on personnel and equipment of the City at the time of the
86 request. Operational support of the hazardous materials emergency
87 response team provided by the City in response to such request shall be the
88 responsibility of the Authority Having Jurisdiction's (AHJ) incident
89 commander. However, the City may recommend to the AHJ that they request
90 support from the Wisconsin Hazardous Materials Response System as
91 necessary for effective response.

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- 2) The City shall provide a Level B emergency response within the County in accordance with the standard operating guidelines as specified in the Waukesha County Comprehensive Emergency Response Plan ("CERP"), which is incorporated herein by reference. The City shall provide the County with capability, inventory, and hazardous materials team membership information as requested or required by the State of Wisconsin to maintain grant eligibility.
- 3) In the event of a Level B emergency response within Waukesha County, including within the City of Waukesha, the City shall, within thirty days, itemize its actual, reasonable and necessary expenses associated with the response, based upon the reimbursement guidelines set forth in the Waukesha County Comprehensive Emergency Response Plan ("CERP"), and forward the invoice to the Waukesha County Emergency Management Coordinator for processing through the Local Emergency Planning Committee ("LEPC") to the responsible party(ies). Under all circumstances, the County shall be responsible for pursuing reimbursement of these expenses from the responsible parties. If after ninety (90) days following receipt of the City's invoice, payment is not received from the responsible party(ies) through the LEPC, then the County shall reimburse the City for the City's actual, reasonable and necessary expenses associated with the response. No interest shall be accrued during the 90 days following receipt of the invoice by the County while the County pursues reimbursement from the responsible party(ies).
- 4) The City shall provide in connection with such a requested response, to the extent of its resource capability, all tools and equipment necessary to attempt to identify, confine and control the hazardous material whether it is released or has potential for release into the environment. The requesting jurisdiction shall handle standard hydrocarbon situations. The City makes no representation to third parties with regard to the ultimate outcome of the hazardous materials service to be provided, but the City will respond to the best of its ability.
- 5) Whenever a Level B Hazardous Material Emergency Response is requested, the City shall contact and notify the Waukesha County Emergency Management Coordinator as soon as practical.
- 6) The Waukesha County Office of Emergency Management shall continue to carry out its responsibility in accordance with the Superfund Amendments and Reauthorization Act ("SARA") of 1986, Emergency Planning and Community Right to Know Act ("EPCRA") and Chapter 323, Wis. Stats.
- 7) In the event of multiple simultaneous hazardous materials emergency responses within the County, the City reserves the right to prioritize and allocate resources.

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- 8) The City of Waukesha Fire Department shall provide to the LEPC and County Emergency Management Coordinator formal response reports regarding any responses which the hazardous materials team makes within Waukesha County.
- 9) The City's hazardous materials team supervisor shall participate in any post-incident review as scheduled by the authority having jurisdiction over the incident.
- 10) There shall be no liability for failure to respond effectively, or to respond in a timely manner, to any hazardous materials release after a request is made where road or other conditions or events beyond the control of the City as the responding party, or firefighting or actual or potential emergency or other needs or requirements exist within the territory of the City as the responding party which impair or prevent an effective or timely response.

STANDARD RESPONSE PROCEDURES

The State of Wisconsin Hazardous Materials Response Matrix (as modified by the City of Waukesha Fire Department) and attached hereto as Exhibit "A" and incorporated herein, shall be used to determine the appropriate level of hazardous material emergency response required for any incident in which the City hazardous materials team is requested.

D. AGREEMENT TERM

This Agreement shall have a term of a period of five (5) years commencing January 1, 2015 through December 31, 2020, and shall automatically renew annually unless either party serves written notice as required herein. Prior to the scheduled renewal, the parties agree to meet to review this Agreement to ensure relevant needs of the County and City continue to be met hereunder. Upon written notice by either party on or before June 1 of any agreement year, the parties hereto agree to renegotiate in good faith the terms and conditions of this Agreement.

E. COMPENSATION FOR HAZARDOUS MATERIALS SERVICE

For the services described above, Waukesha County shall make the following payments to the City upon execution of this agreement:

- 1) The fee for providing Countywide Level B Hazardous Material emergency response service for the term of this agreement shall be **\$95,200** annually, exclusive of any annual State of Wisconsin EPCRA Computer and Hazardous Material Equipment Grant funding that may become available. The County, in conjunction with the City, shall prepare and submit the EPCRA Computer and

185 Hazardous Materials Grant application to further support development and
186 continue the Level B response capability.

- 187
188 2) Costs associated with an actual response shall be invoiced by the County to
189 the responsible parties as described in the Waukesha County CERP, Section
190 VIII. Reimbursement to the City for costs of an actual response shall be paid
191 in accordance with the provisions of Section (B)(3) of this Agreement.
192

193 F. INDEMNIFICATION AND HOLD HARMLESS

194
195 Each party shall indemnify, save and hold harmless the other party, its officers,
196 employees, agents and representatives from any liability (including statutory
197 liability and liability under worker's compensation or other occupational disease
198 law), claim, action, loss, cost, damage, injury (including death), or expense,
199 including but not limited to actual, reasonable and necessary attorney's fees, due
200 to the negligence or other fault of its officers, employees, agents and
201 representatives, arising out of or resulting from the rendering of services under
202 this Agreement. The parties shall give to each other prompt and reasonable
203 written notice of any such claims or actions and the other party shall have the
204 right to investigate, compromise, and defend the same.
205

206 G. INSURANCE

207
208 The City shall not be covered under the County's Worker's Compensation. All
209 responsibility to pay wages, provide employee benefits, including but not limited
210 to Worker's Compensation benefits, and other similar employer responsibilities
211 shall remain solely with the City.
212

213 H. NOTICES

214
215 Notices required or deemed advisable under this Agreement shall be made in
216 writing and delivered personally or by registered or certified mail upon the County
217 to:
218

219 Waukesha County Office of Emergency Management
220 1621 Woodburn Road
221 Waukesha, WI 53188
222

223 and upon the City to:

224
225 City Administrator
226 City of Waukesha
227 201 Delafield Street
228 Waukesha, WI 53188
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231 I. INDEPENDENT CONTRACTOR STATUS

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233 The relationship of the City to the County shall be that of an independent
234 contractor and not that of a County employee, and employees of the City shall
235 not be entitled to any of the rights, benefits, salaries, wages or fringe benefits to
236 which employees of the County are eligible. Nothing in this Agreement shall be
237 construed so as to deem the City, its employees or agents to be: (1) employees
238 or agents of the County, (2) carrying out the functions of the County, (3)
239 effectively acting as or in place of the County, or (4) having the status of the
240 County. The City has no authority to incur any obligations for or on behalf of the
241 County except as specifically set forth herein. No federal, state or local taxes or
242 Medicare deductions or contributions shall be made by the County on behalf of
243 the City.

244

245 NON-ASSIGNMENT OF AGREEMENT

246

247 The parties agree that there shall be no assignment or transfer of this
248 Agreement, nor of any interests, rights or responsibilities herein contained,
249 except as agreed to in writing between the parties.

250

251 K. WAIVER OF BREACHES, CUMULATIVE REMEDIES

252

253 No waiver of any breaches of this Agreement shall be held to be a waiver of any
254 other or any subsequent breaches. All remedies afforded in this Agreement shall
255 be considered to be cumulative and in addition to any other remedies provided
256 by law.

257

258 L. MODIFICATION TO AGREEMENT

259

260 There shall be no modifications to this Agreement, except in writing, signed by
261 both parties.

262

263 M. INTEGRATION OF AGREEMENT

264

265 The entire understanding and Agreement of the parties with respect to hazardous
266 materials emergency response services provided by the City within Waukesha
267 County is contained herein. This Agreement supersedes all previous
268 agreements, whether written or oral and all negotiations as well as any current
269 agreements presently in effect between the City and the County relating to the
270 subject matter of this Agreement.

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N. SIGNATURES

Both parties hereto having read and understood the entirety of this Agreement consisting of 7 typewritten pages hereby affix their duly authorized signatures.

CITY OF WAUKESHA:

Mayor Shawn N. Reilly

Date: _____

Gina L. Kozlik, City Clerk

Date: _____

WAUKESHA COUNTY:

Daniel P. Vrakas, County Executive

Date: _____



**Waukesha Fire Department
Hazardous Materials Incident Response
Information and Decision Matrix**

Contact requesting agency and complete as thoroughly as possible.

Contact Person: _____
 Phone Number: _____ Radio Frequency: _____
 Date: _____ Time: _____
 Incident Location: _____
 What has occurred: _____

When did incident occur (date/time): _____

SITUATION STATUS

| | | |
|--|----------------------------------|--------------|
| <i>Are people involved?</i> | <input type="checkbox"/> Unknown | <u>VALUE</u> |
| <input type="checkbox"/> People Trapped? | | |
| <input type="checkbox"/> People Injured? | | |
| <input type="checkbox"/> People Contaminated? | | |
| <i>What is the size, severity and immediacy of the threat?</i> | <input type="checkbox"/> Unknown | |
| <input type="checkbox"/> Incident (fire/release) in progress? (3) | | |
| Name of product and/or ID numbers: _____ | | |
| <input type="checkbox"/> Container/Facility/Vehicle damaged or failure likely? (2) | | |
| <input type="checkbox"/> Conditions stable (1) | | |
| <input type="checkbox"/> Minimal or no threat detected (0) | | |
| <i>What type of facility/container/vehicle is involved?</i> | <input type="checkbox"/> Unknown | |
| <input type="checkbox"/> Railcar, road transport tanker, or bulk storage (3) | | |
| <input type="checkbox"/> Totes, drums, small-medium tanks (2) | | |
| <input type="checkbox"/> Small packages, bottles or containers (1) | | |
| <input type="checkbox"/> No damage (0) | | |
| <i>What is the location of the incident?</i> | <input type="checkbox"/> Unknown | |
| <input type="checkbox"/> Outside (3) | | |
| <input type="checkbox"/> Confined in container/facility/vehicle (2) | | |
| <input type="checkbox"/> Confined to room/area of facility (1) | | |
| <input type="checkbox"/> No fire/release (0) | | |

QUANTITY AT RISK

| | | |
|---|----------------------------------|--|
| <i>To what degree is the quantity a threat?</i> | <input type="checkbox"/> Unknown | |
| <input type="checkbox"/> Greater than or equal to 55 gallons, 500 lbs., 200 cubic feet (3) | | |
| <input type="checkbox"/> Greater than or equal to 20 gallons but less than 55 gallons, 500 lbs., 200 cubic feet (2) | | |
| <input type="checkbox"/> Less than 20 gallons, 50 lbs., 20 cubic feet (1) | | |
| <input type="checkbox"/> Other (small quantity) (0) | | |

PHYSICAL AND TOXICOLOGICAL HAZARDS

| | | |
|---|----------------------------------|--|
| <i>What hazard does the material present?</i> | <input type="checkbox"/> Unknown | |
| <input type="checkbox"/> Inhalation, eye/sight hazard, skin absorbent (3) | | |
| <input type="checkbox"/> Inhalation, skin contact, eye/sight irritant (2) | | |
| <input type="checkbox"/> Chronic long term exposure greater than 30 minutes (1) | | |
| <input type="checkbox"/> No known physical concerns (0) | | |

CHEMICAL HAZARDS

What hazard does the material present?

Unknown

- Radioactive, air/moisture reactive, ability to polymerize, explosive, poisonous gas (3)
- Cryogenic, corrosive, combustible/flammable (2)
- Small amounts of the above (1)
- Stable Product (0)

LOCAL RESOURCES

- Exceeds local fire department response capabilities (3)
- Local responders can handle with limited outside assistance (2)
- No on-site assistance needed/phone or radio assistance only (1)
- No assistance needed by local responders (0)

Who has jurisdictional authority? _____

Who is the Incident Commander? _____

What is the Command Post telephone number and radio frequency? _____

What is the location of the staging area? _____

What is the recommended route to incident location? _____

What is the approximate number of responders on scene? _____

Other modifying conditions present:

- Waterways
- Population density
- Other _____
- Weather
- Critical facility
- Target Hazard

Has County Emergency Manager been notified? Yes No Unknown

TOTAL ALL BOXES TO ESTABLISH APPROPRIATE RESPONSE

TOTAL

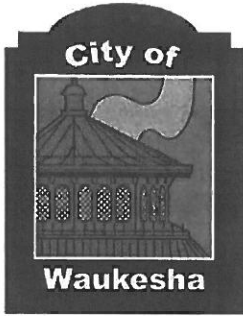
- 14 - 21 Level I - Full response by WFD Special Service Team
- 8 - 13 Level II - On-site advisory analysis by WFD
- 0 - 7 Level III - Local fire department or WFD Telephone Assistance

Notify the requesting agency that you will call back as soon as possible. Use SST personnel to assist in the evaluation of the Physical, Toxicological, and Chemical Hazards, as well as the Situation Status potential as required. Check existing logistical situation and dispatch the appropriate units. Call back the necessary resources following SOG "County Level B Hazardous Material Response". Contact requesting agency and notify them of resources en-route.

NOTIFICATION INFORMATION

Waukesha County Emergency Manager Bill Stolte
 Office (262) 446-5070
 Mobile (414) 324-1679
 Email wstolte@waukeshacounty.gov

State Reporting (DEG 24 hour emergency)
 (800) 943-0003



FIRE DEPARTMENT

130 W. ST. PAUL AVENUE
 WAUKESHA, WISCONSIN 53188-5172
 TELEPHONE 262/524-3651 FAX 262/524-3670

September 25, 2014

Ald. Joe Pieper, Chair
 City of Waukesha Finance Committee
 1011 West Glenn Drive
 Waukesha, WI 53188

Regarding: Approval of an Agreement for Automatic Mutual Assistance
 with the City of New Berlin

Dear Ald. Pieper,

Earlier this year, the fire department was approached by New Berlin Fire Chief Lloyd Bertram, asking for help in reducing emergency response times to a specific geographic area, within their jurisdiction, located near City of Waukesha Fire Station 2. After receiving conceptual approval from the Finance Committee, the fire department began working with representatives of the City of New Berlin and the City of Waukesha Attorney's office to draft an automatic aid agreement with the City of New Berlin.

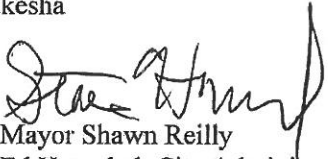
For your convenience, I have attached the final draft of the automatic aid agreement. As a matter of information, the scope of the agreement has been reduced to include only emergency calls. (Calls such as non-emergency EMS calls, fire alarms, and carbon monoxide alarms are not included.) I have also attached a copy of all documentation that has been presented to Council in the past, relative to this agreement, as well as a copy of the power point presentation that was presented by Chief Bertram at a recent New Berlin Town Hall meeting.

Fire Department representatives will be in attendance at the meeting to answer questions relative to this agreement.

Sincerely,

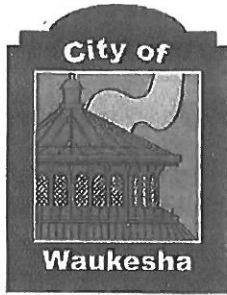
Steve Howard, Acting Fire Chief
 City of Waukesha

SH/kss

Copies: 
 Mayor Shawn Reilly
 Ed Henschel, City Administrator
 Rich Abbott, Finance Manager

Attachments (3) - Letter to Mayor Reilly dated July 31, 2014 (includes proposed agreement & service area map)
 Letter to City Administrator Henschel dated March 25, 2014 (includes department data)
 Power Point presentation from New Berlin Town Hall meeting August 20, 2014





FIRE DEPARTMENT

130 W. ST. PAUL AVENUE
WAUKESHA, WISCONSIN 53188-5172
TELEPHONE 262/524-3651 FAX 262/524-3670

July 31, 2014

Mayor Shawn Reilly
City of Waukesha
201 Delafield Street
Waukesha, WI 53188

Dear Mayor,

After the Finance Committee provided the fire department with conceptual approval of entering into an Automatic Aid Agreement with the City of New Berlin to provide fire and EMS protection to a small portion of their community, an agreement has been drafted by the City Attorney's office. This agreement has been reviewed and amended by legal counsel for both communities and a final draft is now ready to be reviewed by the Common Council. Based on conversations with the City Administrator and Finance Committee Chair, it is anticipated that this agreement will be brought to the Committee in late August or early September.

Two (2) notable changes have been added to the agreement impacting the call volume and creating additional training opportunities for the City of Waukesha Fire Department. Based on initial meetings, it was estimated that we would respond approximately 40 times per year to the geographical area covered by the agreement (including Priority 3 responses (not responding with red lights and sirens) for fire and EMS). By eliminating the Priority 3 responses, we anticipate that we would respond to approximately 25 emergencies per year.

Additionally, the City of New Berlin has recently invested a significant amount of resources in renovating their fire training facility. They have partnered with other communities who have committed to help pay for renovations in order to use the facility. The proposed agreement will allow the City of Waukesha to use this facility at no cost, providing the fire department with additional training opportunities that will benefit our community.

I have been informed by New Berlin Fire Chief Bertram that the City of New Berlin is scheduling an informational "Town Hall" meeting on August 20, 2014 at 6:00 pm at their City Hall. The purpose of this meeting is to allow the public to receive information regarding the possible agreement. A meeting notice will be posted to the City of New Berlin's website in the near future.

Attached is a copy of the final draft of the agreement for your reference. If you have any questions, please feel free to contact me.

Respectfully,

Steve Howard, Acting Fire Chief
City of Waukesha

Attachment

Copy: City Administrator Ed Henschel



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

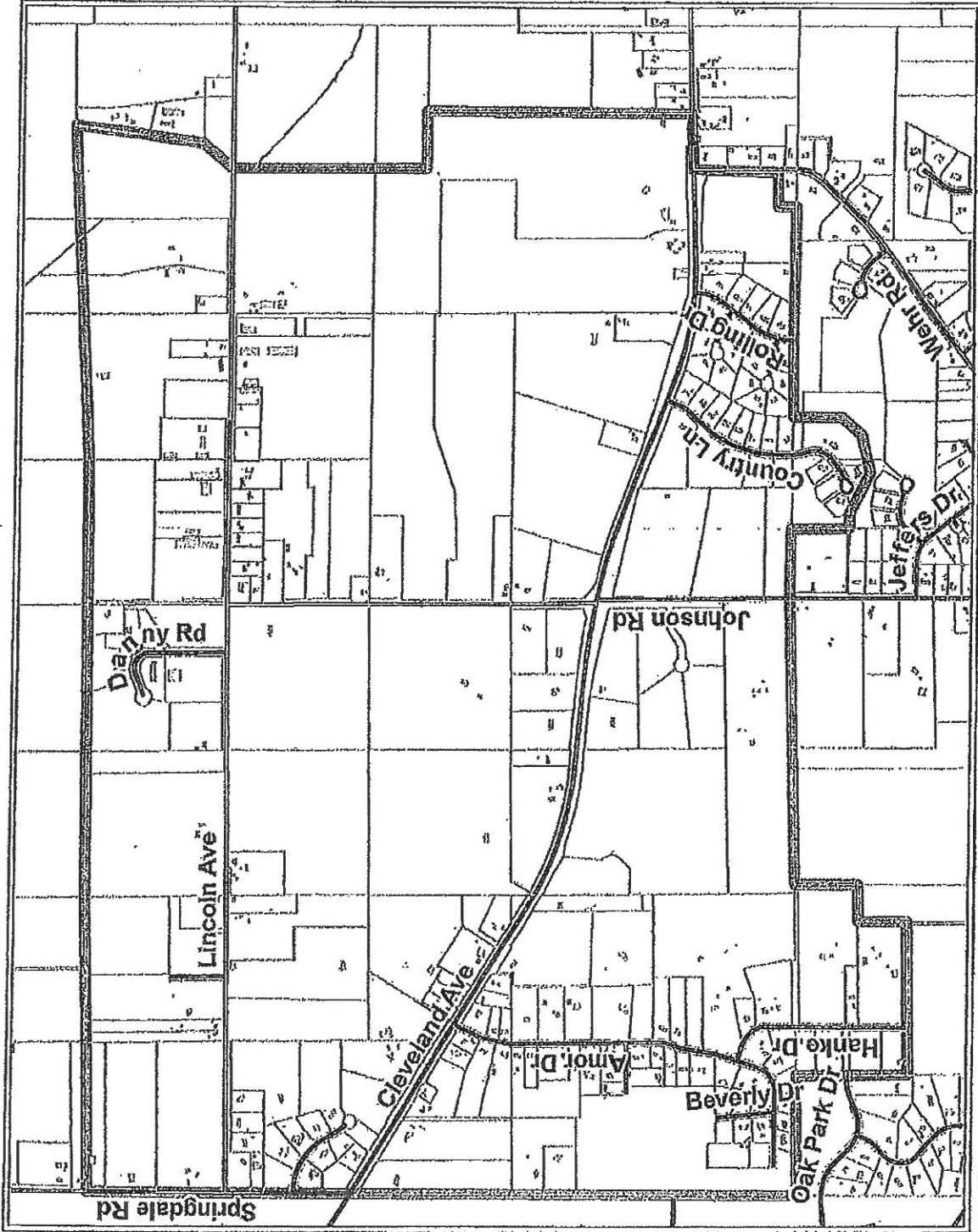
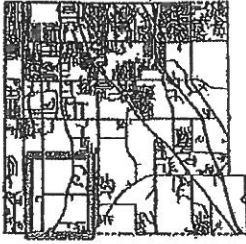
City Clerk

Date

Date

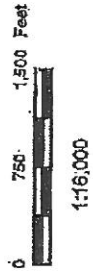
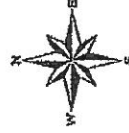
Conceptual Service Area

Overview Map



Legend

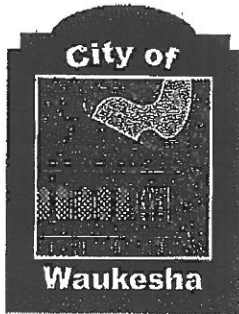
- Conceptual Service Area
- Building
- Parcel
- Road Centerline



City of New Berlin
 Department of Community Development
 3808 S Caspar Drive, New Berlin WI 53151
 (262) 797-2445
www.newberlin.org



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FIRE DEPARTMENT

130 W. ST. PAUL AVENUE
WAUKESHA, WISCONSIN 53188-5172
TELEPHONE: (262) 524-3649 FAX: (262) 524-3670

Steven Howard, Acting Chief

showard@ci.waukesha.wi.us

March 25, 2014

Mr. Ed Henschel, City Administrator
Waukesha City Hall
201 Delafield Street
Waukesha, WI 53188

**SUBJECT: PROPOSED AUTOMATIC AID AGREEMENT
WITH THE CITY OF NEW BERLIN**

Dear Mr. Henschel:

This letter summarizes the ongoing discussions we've had regarding potentially entering into an intergovernmental agreement with the City of New Berlin in providing automatic aid for a small section of their municipality, located in close proximity to City of Waukesha Fire Station #2.

Late in 2013, I was approached by New Berlin Fire Chief Lloyd Bertram, who asked if we would consider entering into an agreement that would assist them in providing better initial response. This particular area of their community is not densely populated and generates approximately 40 runs per year, (5 fire responses and 35 EMS responses).

Over the past few months, I've had conversations with Chief Bertram in an attempt to better understand their needs and explore the feasibility of an agreement that would benefit each of our communities and the citizens we serve.

Background:

The City of New Berlin was formerly a volunteer organization having limited full time staff. Over the past 10-15 years, it has migrated from a private fire company to a municipal fire department with full time staff on duty 24/7. Currently, the New Berlin Fire Department has a daily minimum staffing level of 12 persons supplemented by paid on call part-time personnel. The Department provides their community with fire and EMS services and operates at the paramedic level with four ALS units staffed daily. New Berlin's staffed stations are located at 1711 S. Sunnyslope Road, 16260 W. National Avenue, 5120 S. Racine Avenue and 5185 Sunnyslope Road.

Last year, the City of New Berlin entered into an Automatic Aid Agreement with the City of Brookfield. This agreement has proven very successful in assisting both communities in meeting their response time goals and better serving the public. The agreement centers on the corridor along Greenfield Avenue, where the borders of the two communities meet. Based on the success of this agreement, Chief Bertram approached me regarding the possibility of an agreement for the western portion of their community. Chief Bertram



POTENTIAL AUTOMATIC AID AGREEMENT WITH THE CITY OF NEW BERLIN

Page 2

March 25, 2014

recognizes the circumstances are different than their agreement with the City of Brookfield, and has been very open to creative solutions that will meet the needs of both New Berlin and Waukesha.

Geographical Area To Be Served By The Agreement:

Due to population density, call volume, road configuration and other factors, the City of New Berlin recognizes the area on the northwestern corner of their municipality does not currently have a fire station staffed 24/7 in its immediate vicinity. An analysis conducted by the New Berlin Fire Department revealed that City of Waukesha Fire Department Fire Station #2 is in a better position to respond to emergencies in an area bordered roughly by Greenfield Avenue, Lincoln Avenue to Cleveland Avenue and the attached streets extending east, to approximately where Wehr Road meets Cleveland Avenue, heading north to Lincoln Avenue (*Please refer to attached map for exact locations*).

In reviewing past run data and responses, the New Berlin Fire Department has found they have had an average of approximately 40 fire and EMS responses per year to this area. A large portion of the EMS calls are associated with a community based residential facility (CBRF) located on Cleveland Avenue near the border with the City of Waukesha.

Fire Department Response Data:

In 2013, the City of Waukesha Fire Department responded to 6,250 calls for service within our community. Of those calls, 5,107 were classified as emergency medical responses and 40 calls were classified as working structure fires. The remainder of the calls were for the activation of alarm systems, fires outside of structures, hazardous material responses, mutual aid and other types of calls (*Please refer to attached NFPA Analysis Report for detailed information*).

When looking at the 6,250 calls for service, we find that these calls generated 12,857 total responses when the data is analyzed per vehicle. In 2013, units assigned to Fire Station #2 (Ambulance 1552 and Ladder 1572) generated 1,184 total responses (*Please refer to attached 2013 Response per Vehicle chart*). Based on call volume and response data, Fire Station #2 has the capability of handling the anticipated increase of 40 calls per year.

Outline of Possible Agreement:

During conversations and meetings with Chief Bertram, many ideas were exchanged. The City of New Berlin is only seeking an agreement that would have Fire Station #2 responding to this area of their community when they are available and in quarters. It would not require other stations, such as Fire Station #1, to respond to this area as part of the agreement. Ideally, the agreement would have the City of Waukesha Fire Department responding to fire responses in this area with equipment (ladder and ambulance from Fire Station #2), along with fire resources from the City of New Berlin and, depending upon location, possibly the City of Brookfield or Town of Brookfield. The responsibility for the incident would fully belong to the City of New Berlin, with the City of Waukesha providing only one company as part of the response. This is very similar to how mutual aid or MABAS boxes are currently handled, with the exception that we would be simultaneously dispatched with New Berlin units. For EMS responses, the City of Waukesha would respond with an ambulance and initiate patient care. If needed, City of Waukesha units would be supplemented by City of New Berlin resources. If the City of Waukesha transported the patient, the City of Waukesha would bill the patient for the transport as is the current practice with any mutual aid response outside of our community.



**POTENTIAL AUTOMATIC AID AGREEMENT
WITH THE CITY OF NEW BERLIN**

Page 3

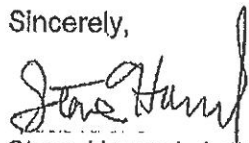
March 25, 2014

In return for our response to the calls in this area, the City of New Berlin would provide the City of Waukesha with one ALS unit to back fill Fire Station #2 when we have a working structure fire or when all of our ALS units are unavailable for an extended period of time. In reviewing our records, we anticipate this would occur approximately 25-30 times per year. This would help supplement our emergency callback process and reduce response times for EMS emergencies within our community, when a majority of the city's fire and EMS resources are working a structure fire or other emergencies. Due to the fact the two departments are dispatched by different dispatch centers, the City of New Berlin is willing to pay for supplemental communications equipment, such as pagers and tablet style computers. This equipment would be installed in Fire Station #2 apparatus and used to let WCC know if our units are available on their computer aided dispatch system.

It is my belief that further exploring an agreement would be beneficial to both communities and create additional opportunities for possible partnerships with our neighbors. I envision this agreement as being very limited in scope, due to the relatively small geographical area, limited development and limited population density. The City of Waukesha Fire Department has always enjoyed a very positive working relationship with the New Berlin Fire Department and would like to further enhance this relationship by entering into an Automatic Aid Agreement.

If you have any further questions, feel free to contact me at (262) 524-3649.

Sincerely,



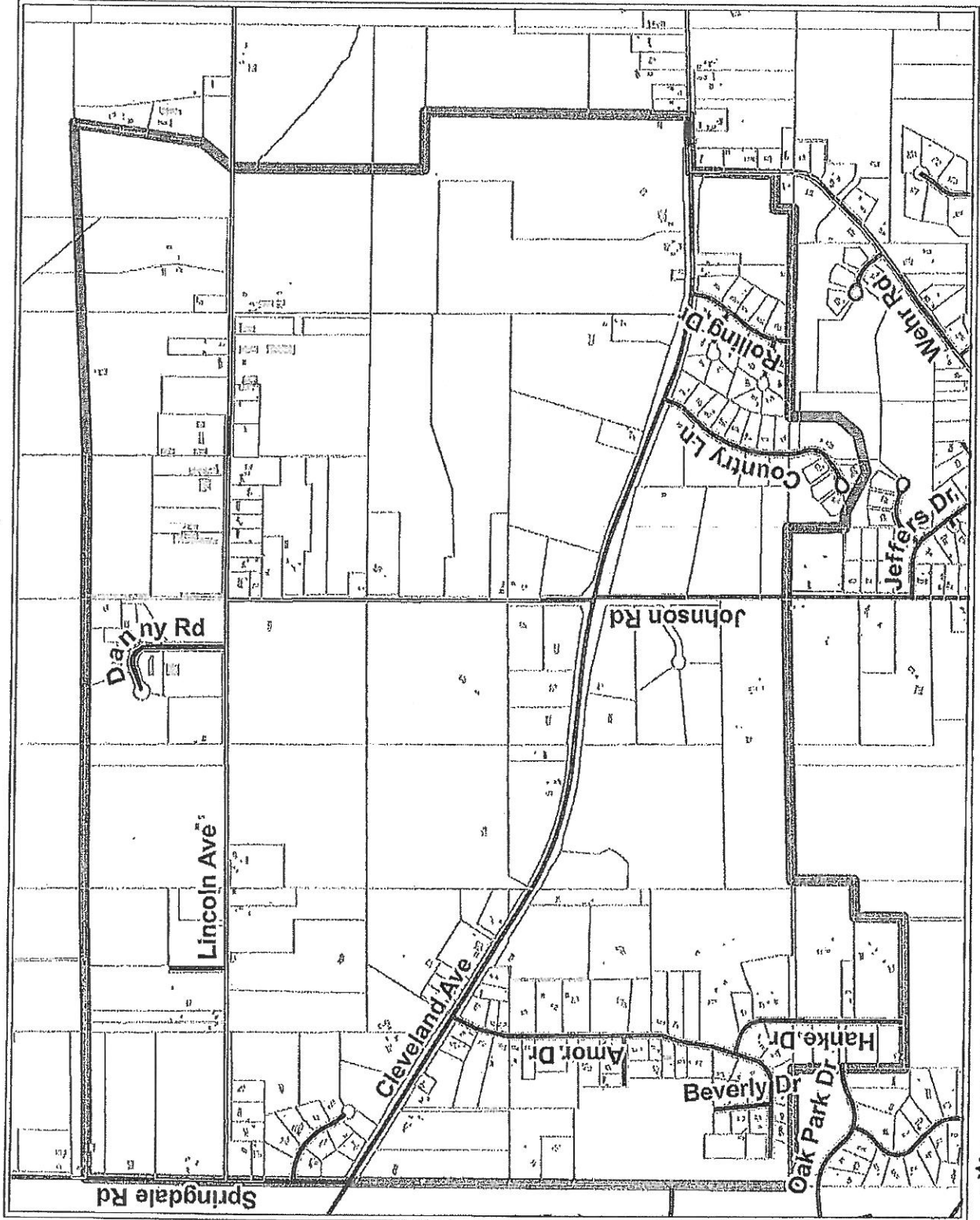
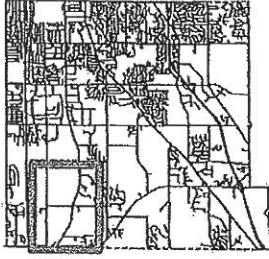
Steve Howard, Acting Chief

attachments







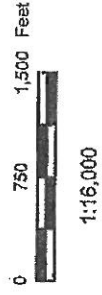
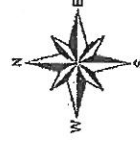
Conceptual Service Area

Overview Map



Legend

-  Conceptual Service Area
-  Building
-  Parcel
-  Road Centerline



City of New Berlin
 Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org

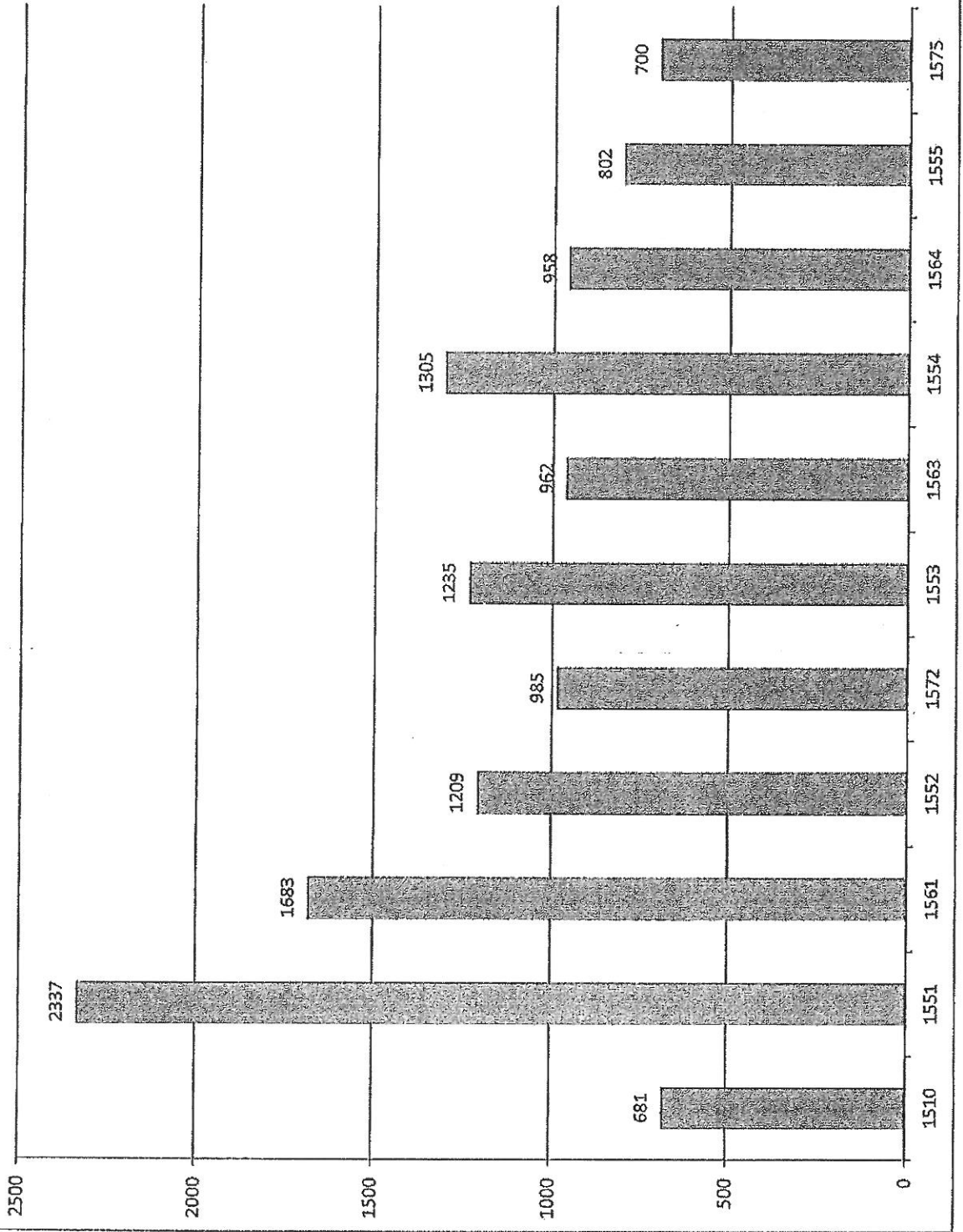
The information and decisions herein have been produced using data available through photogrammetry means by the City of New Berlin. The information and decisions herein are for informational purposes and the City of New Berlin specifically disclaims accuracy for any use other than the intended use. The City of New Berlin does not warrant, represent, or guarantee the accuracy of any information, measurements, distances depicted herein and as to which specific or general accuracy/requirements should be determined by the user. The City of New Berlin is not responsible for any errors, omissions, or other inaccuracies. Conceptual service area follows parcel lines where possible and is subject to change.

INFA Analysis Report

City of Waukesha Fire Department

| FIRE IN STRUCTURES BY FIXED PROPERTY USE (OCCUPANCY) (All in Section A Incident Type 110-129) | Number of Fires | Number of Civilian Fire Casualties. If none, write 0. | | Estimated Property Damage from Fire. If no loss, write 0. |
|--|-----------------|---|----------|---|
| | | Deaths | Injuries | |
| 1. Private Dwellings (1 or 2 family), including mobile homes (FPU 400-419) | 10 | 0 | 2 | \$355,000 |
| 2. Apartments (3 or more families) FPU 429 or FPU 439) | 18 | 0 | 0 | \$310,000 |
| 3. Hotels and Motels (FPU 449) | 0 | 0 | 0 | \$0 |
| 4. All other residential (dormitories, boarding houses, tents, etc.) (FPU 459-489) | 2 | 0 | 0 | \$0 |
| 5. TOTAL OTHER RESIDENTIAL FIRES (SHOULD BE SUM OF LINES 1 THROUGH 4) | 30 | 0 | 2 | \$665,000 |
| 6. Public Assembly (church, restaurant, clubs, etc.) (FPU 100-199) | 0 | 0 | 0 | \$0 |
| 7. Schools and Colleges (FPU 200-299) | 2 | 0 | 0 | \$3,500,000 |
| 8. Health Care and Penal Institutions (hospitals, nursing homes, prisons, etc.) (FPU 300-399) | 2 | 0 | 0 | \$0 |
| 9. Stores and Offices (FPU 500-599) | 2 | 0 | 0 | \$20,000 |
| 10. Industry, Utility, Defense, Laboratories, Manufacturing (FPU 600-799) | 2 | 0 | 0 | \$0 |
| 11. Storage in Structures (barns, vehicle storage garages, general storage, etc.) (FPU 800-899) | 2 | 0 | 0 | \$30,000 |
| 12. Other Structures** (outbuildings, bridges, etc.) (FPU 900-999) | 0 | 0 | 0 | \$0 |
| 13. TOTALS FOR STRUCTURE FIRES (SHOULD BE SUM OF LINES 6 THROUGH 12) | 40 | 0 | 2 | \$4,215,000 |
| B. OTHER FIRE AND INCIDENTS | | | | |
| 14a. Fires in Highway Vehicles (autos, trucks, buses, etc.) (IT 131-132, 136-137) | 17 | 0 | 0 | \$25,000 |
| 14b. Fires in Other Vehicles (planes, trains, ships, construction or farm vehicles, etc.) (IT 130, 133-135, 138) | 1 | 0 | 0 | \$0 |
| 15. Fires outside of Structures with Value Involved, but Not Vehicles (outside storage, crops, timber, etc.) (IT 140, 141, 161, 162, 164, 170-173) | 5 | 0 | 0 | \$0 |
| 16. Fires in Brush, Grass, Wildland (excluding crops and timber) with no value involved. (IT 142-143) | 4 | 0 | 0 | |
| 17. Fires in Rubbish, including Dumpsters (outside of structures), with no value involved. (IT 150-155) | 19 | 0 | 0 | |
| 18. All Other Fires. (IT 100, 160, 163) | 8 | 0 | 0 | \$0 |
| 19. TOTAL FOR FIRES (SHOULD BE SUM OF LINES 13 THROUGH 18) | 94 | 0 | 2 | \$4,240,000 |
| 20. Rescue, Emergency Medical Responses (ambulance, EMS, rescue) (IT 300-381) | 5,107 | | | |
| 21. False Alarm Responses (malicious or unintentional false calls, system malfunctions, bomb scares) (IT 700-746) | 506 | | | |
| 22. Mutual Aid or Assistance Responses Given | 29 | | | |
| 23a. Hazardous Materials Responses (spills, leaks, etc.) (IT 410-431) | 73 | | | |
| 23b. Other Hazardous Conditions (arcing wires, bomb removal, power line down, etc.) (IT 440-482, 400) | 52 | | | |
| 24. All Other Responses (smoke scares, lock-outs, animal rescue, etc.) (IT 200-251, 600-699, 800-911) | 390 | | | |
| 25. TOTAL FOR ALL INCIDENTS (SHOULD BE SUM OF LINES 19 THROUGH 24) | 6,250 | | | |
| Based on what is reported in lines 5 and 13 for number of fire above, please report separately: <i>Confined fires (e.g., cooking fires confined to cooking vessel, or chimney fire that did not spread beyond chimney, or confined trash fires) IT 113 - 118), and Nonconfined fires (IT 110 - 112, 120 - 123).</i> | | | | |
| | | Number of Confined Fires | | Number of Nonconfined Fires |
| 5. Residential Fires (line 5 above) | | 16 | | 15 |
| 13. Structure Fires (line 13 above) | | 19 | | 21 |
| BREAKDOWN OF FALSE ALARM RESPONSES | | | | |
| 1. Malicious, Mischlevious False Call (IT 710-715) | 13 | | | |
| 2. System Malfunction (IT 700-739) | 130 | | | |
| 3. Unintentional (tripping on interior device accidentally etc.) (IT 740-749) | 240 | | | |
| 4. Other False Alarms (bomb scares, etc.) (IT 721, 700) | 122 | | | |

**Responses in 2013 per Vehicle
(6,250 total calls for service with 12,857 total responses)**



Joint Waukesha / New Berlin Response

August 20, 2014

Objectives

- Problem statement
- Description of the area
- Department Descriptions
- Proposed solution

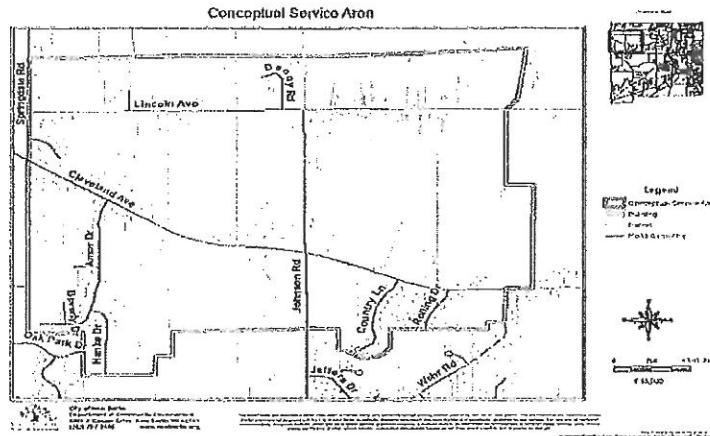
Problem

- Small area of New Berlin where the current station locations make it impossible to meet five minute response time goal
- Goal is based on NFPA standard 1710 (five minute response time 90% of the time)
 - One minute turnout
 - Four minute drive time
 - Total five minutes

Problem Cont.

- Drive time for New Berlin units to Cleveland Avenue and Wehr Road is 4 min 40 seconds
- Drive time to Cleveland and Springdale is 7 min 40 seconds

Proposed Joint Response Area



Description of Area

- Primarily single family residential
- Generates approximately 30 calls per year with 85% being EMS (26 out of 30 EMS the remaining being "fire related")
- Area is not serviced by municipal water supply

New Berlin Fire Department

- Four fire Stations
- 3600 Calls per year (2014 estimate)
- Minimum staffing of 12 personnel per day
 - 10 full-time and two part time per day
- Three paramedic transporting units

Waukesha Station 2

- Located at 1714 Pearl
- Staffed 24/7 with five personnel
 - Three on engine/quint
 - Two on ambulance
- Engine/quint has a ladder, pump and 500 gallons of water

Proposed Solution

- Goal is to implement the most cost effective means of providing timely and effective service
- In this case Waukesha Fire Station 2 located at 1714 Pearl Street is the closest fire station to this area

Response time differences

- Intersection of Wehr and Cleveland
 - New Berlin 4 minutes 40 seconds
 - Waukesha 4 minutes 45 seconds
- Intersection of Springdale and Cleveland
 - New Berlin 7 minutes 40 seconds
 - Waukesha 1 minute 45 seconds

Operational Plan EMS

- For EMS runs in the area the first choice would be the Waukesha station
- In the event of a second call or if Waukesha is busy New Berlin would respond as they do today
- Bottom line, if Waukesha is not able to respond the citizens will get the same service they currently receive

Operational Plan Fire

- Waukesha will respond providing first response
- New Berlin will respond in the exact same way as done today
- In other words, Waukesha is in addition to New Berlin not instead of New Berlin
- New Berlin will support the Engine/Quint from Waukesha

Operational Plan Cont.

- If a patient is transported by Waukesha, Waukesha will bill at their non-resident rate and retain all collections
- Waukesha will respond to "Bravo through Echo" EMS calls, "Alpha" calls still handled by New Berlin
- Any fire related event beyond a single company response will have both departments respond

What's in it for New Berlin

- The small area of New Berlin not able to be reached in the five minute recommendation will receive a faster response (approximately 20 to 25 calls per year, less than 1% of total run volume)

What's in it for Waukesha

- Revenue generated from approximately 20 transports
- Back fill their station as needed
- Access to the training tower

Summary

- There is a small portion of Northwest New Berlin that is outside of the recommended 5 minute response time
- The closest station to that area is Waukesha Station 2
- Approximately 25 calls per year (one call every two weeks)
- Waukesha would retain the revenue generated by the transports, receive back-fill support, and access to the training tower