



AGENDA
PUBLIC SAFETY COMMITTEE
SPECIAL MEETING
MONDAY, OCTOBER 31, 2022 – 6:00 PM
ADMINISTRATION CENTER - ROOM A-200
121 W. MAIN STREET, PORT WASHINGTON, WI 53074

1. CALL TO ORDER

Roll Call

2. PROPER NOTICE

3. PUBLIC COMMENT

4. ACTION ITEM

- a. RES. 22-27: Authorizing Agreement for the Transfer of Public Safety Answering Service Between Ozaukee County, the City of Mequon, and the Southern Ozaukee Fire and Emergency Medical Services Department

5. ADJOURNMENT

A quorum of members of committees or the full County Board of Ozaukee County may be in attendance at this meeting for purposes related to committee or board duties, however, no formal action will be taken by these committees or the board at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the County Clerk's Office at 262-284-8110, twenty-four (24) hours in advance of the meeting.

RESOLUTION NO. 22-27

AUTHORIZING AGREEMENT FOR THE TRANSFER OF PUBLIC SAFETY ANSWERING SERVICE BETWEEN OZAUKEE COUNTY, THE CITY OF MEQUON, AND THE SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT

WHEREAS, Ozaukee County's mission is to provide quality services in a cost-effective manner and is heavily reliant on technology to drive efficiency throughout our organization along with our local government partners; and

WHEREAS, the Ozaukee County Board of Supervisors has a long-standing philosophy that it is of the benefit to all county citizens and taxpayers to provide consolidated service at the county level that achieves an economy of scale and improves service delivery; and

WHEREAS, the City of Mequon, and The Southern Ozaukee Fire and Emergency Medical Services Department recently approved a Agreement to transfer its public safety answering services to Ozaukee County; and

WHEREAS, the consolidation of dispatching services countywide aligns with Ozaukee County's mission and philosophy and builds upon the recent dispatch consolidations with the Village of Grafton, City of Port Washington and the Village of Saukville.

NOW, THEREFORE, BE IT RESOLVED, that the Ozaukee County Board of Supervisors authorizes the County Board Chairperson and County Clerk to execute the Agreement for the Transfer of Public Safety Answering Service Between Ozaukee County, the City of Mequon, and the Southern Ozaukee Fire and Emergency Medical Services Department; and

FURTHER RESOLVED, that the Ozaukee County Board of Supervisors authorizes the creation of four and one-half (4.5) county-funded Dispatcher positions and one (1) Dispatch Manager to support the assumption of all public safety answering services for the City of Mequon, and The Southern Ozaukee Fire and Emergency Medical Services Department; and

FURTHER RESOLVED, that the transfer of all the City of Mequon, and the Southern Ozaukee Fire and Emergency Medical Services Department public safety answering services shall occur at no cost to the city.

Dated at Port Washington, Wisconsin, this 2nd day of November 2022.

SUMMARY: Approving the consolidation of the public safety answering services for the City of Mequon, and The Southern Ozaukee Fire and Emergency Medical Services Department with Ozaukee County dispatch.

VOTE REQUIRED: Majority

PUBLIC SAFETY COMMITTEE

Public Safety Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	October 31, 2022
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Jason Dzwinel

Agenda Summary Authorizing Agreement for the Transfer of Public Safety Answering Service Between Ozaukee County, the City of Mequon, and the Southern Ozaukee Fire and Emergency Medical Services Department

BACKGROUND INFORMATION: The City of Mequon and Southern Ozaukee Fire and Emergency Services Department recently approved an agreement for the transfer of public safety answering service to Ozaukee County Dispatch. This resolution approves the transfer by Ozaukee County.

ANALYSIS: The Agreement approves the transfer of Emergency Medical Dispatch Services effective January 1, 2023.

The transfer of all dispatching services requires the creation of four and one half Dispatcher positions and a Dispatch Manager to support the call volume of City of Mequon and Southern Ozaukee Fire and Emergency Services Department Dispatch. The resolution authorizes the creation of these positions. The 2023 Budget assumes the creation of these. With the approval of the Agreement the county is obligated to provide the dispatch services. The State of Wisconsin's tax levy freeze provides for an exemption for the funding of positions. The Board should consider this exemption in the context of the 2023 Budget approval process.

Historically, the county consolidated dispatch services with the City of Port Washington and Village of Saukville and Village of Grafton. The county approved these consolidations at no cost to the municipalities. This aligns with the long-standing philosophy of the county that it is of the benefit to all of our citizens and taxpayers when we are able to provide a service at the county level that achieves an economy of scale and improves the service. The provision of our wide area network for internet and network connectivity that all municipalities rely on throughout the county, the countywide radio system, and the ProPhoenix records management solution are prime examples of this approach.

The resolution approves the consolidation at no cost to the City of Mequon and Southern Ozaukee Fire Department.

FISCAL IMPACT: The estimated impact of the creation of three Dispatcher positions to support the call volume of City of Mequon and Southern Ozaukee Fire and Emergency Services Department Dispatch is \$418,000 of county levy.

RECOMMENDED MOTION: Staff and the Sheriff respectfully request that the County Board approve the resolution approving the Agreement by and Between the City of Mequon and Southern Ozaukee Fire Department and Ozaukee County Relating to the City of Mequon and Southern Ozaukee Fire Department Dispatch Services and the creation of three Dispatcher positions at no cost to the City of Mequon and Southern Ozaukee Fire Department.

ATTACHMENTS:

- Ozaukee-Mequon Dispatch Agreement (PDF)

**AGREEMENT FOR THE TRANSFER OF PUBLIC SAFETY ANSWERING SERVICE
BETWEEN OZAUKEE COUNTY, THE CITY OF MEQUON, AND THE
SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES
DEPARTMENT**

RECITALS

I. Ozaukee County (the "County") has operated a public safety answering point ("PSAP") and dispatch center for the Sheriff's Office and other public safety agencies within Ozaukee County.

II. The City of Mequon (the "City") has operated a PSAP and dispatch center for the City's fire and police departments.

III. The City and the Village of Thiensville have merged their respective fire departments into the new joint Southern Ozaukee Fire and Emergency Medical Services Department ("SOFD").

IV. Under SOFD, the County will undertake PSAP and dispatch services for fire and emergency medical calls within the City and the Village of Thiensville.

V. The City, County and SOFD find that the consolidation to a single PSAP and one dispatch center will provide numerous benefits to all Parties including provision of consistent and high quality emergency services call handling which benefits the residents.

VI. The Parties are authorized under Wis. Stat. § 66.0301(2) to contract with each other for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law and under Wis. Stat. § 256.35(2)(d) to combine to establish a basic or sophisticated system.

In consideration of these Recitals, the mutual agreements, benefits and responsibilities outlined herein, and other good and valuable consideration, receipt or sufficiency of which is hereby acknowledged, the parties agree:

A. Establishment of PSAP. As of the Effective Date of this Agreement, the County shall be the PSAP for all emergency services calls within the City of Mequon.

B. Dispatch Services. The County shall provide law enforcement, fire, and emergency medical services dispatch and enhanced 911 services (hereinafter "Dispatch Service") to the City and SOFD. The Dispatch Service provided by the County shall be the same or better service as the County provides to all other residents within the County for which it provides Dispatch Service, in all respects, including with regard to customer service, receipt of calls, and prompt response. The Dispatch Service provided by the County shall include but not be limited to the following:

1. Answer incoming calls on telephone lines designated by the City and SOFD.

2. Receive and record information pertaining to requests for emergency services.
3. Alert the City's Police Department and/or SOFD, as may be appropriate, and broadcast emergency information promptly.
4. Receive acknowledgment of alert and emergency information.
5. Refer non-emergency calls to a designated non-emergency telephone number.
6. Provide teletype service to City police officers while they are on duty.
7. Provide quality customer service to all callers.
8. Provide the foregoing services twenty-four hours per day, seven days per week, while this Agreement is in effect.

C. Equipment. The County shall provide at its sole cost and expense all Dispatch Services from a location that is owned and maintained by the County, on equipment that is owned and maintained by the County.

D. Personnel. The County shall at its sole cost and expense employ sufficient staff to perform the Dispatch Services required by this Agreement. All such staff shall be the sole responsibility of the County. No employment relationship shall exist between the City/SOFD and said personnel.

E. City Obligations.

1. City shall, at City's sole cost and expense, provide and maintain non-emergency police department telephone lines.
2. City shall furnish County with any special instructions or other information required to effectively provide the Dispatch Services.
3. City shall return two of the County's radio dispatch consoles to the County. City will retain the third console as a backup within its Police Department.

F. SOFD Obligations.

1. SOFD shall, at SOFD's sole cost and expense, provide and maintain non-emergency fire department telephone lines.
2. SOFD shall furnish County with any special instructions or other information required to effectively provide the Dispatch Services.

G. Effective Date and Term. The Effective Date of this Agreement shall be January 1, 2023 and shall run for an indefinite term.

H. Termination. In recognition of the difficulty of adjusting the tax levy to reflect staffing changes necessitated by a termination, termination of this Agreement shall be as follows:

1. For Breach. Either party may terminate this agreement upon the breach of the other provided that the non-breaching party provides a notice of the breach and at least 30 days to cure the breach. If the breach was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could be cured with additional time, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure. In the event of a termination for breach by the County or the City, the breaching party shall pay, as liquidated damages, the actual and reasonable dispatch personnel costs incurred by the non-breaching party. With respect to a breach by the County, the costs shall be the City's additional dispatch personnel costs until the City's next budget cycle so that the City is able to adjust its tax levy to pay for the same, and with respect to a breach by the City, reimbursement of the County's unemployment payments for personnel laid off due to reduced staffing needs.

2. For convenience. Either party may terminate this Agreement for convenience upon two year's written notice.

I. Levy Limit Adjustments. Notwithstanding the reference to Wis. Stat. § 66.0301 above, it is intended by the Parties that their respective levy limits for 2023 will be adjusted utilizing Lines J and K of Section D on the annual Municipal Levy Limit Worksheet. No adjustment should be made on Line H of the Worksheet without an amendment to this Agreement that redistributes costs between the Parties.

J. Notices. Notices required or deemed advisable under this Agreement shall be made in writing and delivered personally or by registered or certified mail upon the County at:

County Administrator
Ozaukee County
121 W. Main St.
Port Washington, WI 53074

and upon the City to:

City Administrator
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

and upon SOFD to:

Fire Chief
Southern Ozaukee Fire and Emergency Medical Services Department
11300 N. Buntrock Avenue
Mequon, WI 53092

K. Third-Party Liability. It is expressly understood by and between the parties that each party shall be responsible, in the event of a claim, or judgment by a court of competent jurisdiction, for liability to a third party, to the extent liability shall be found against that party. Nothing in this Agreement shall be construed to limit the right of any party to seek contribution against another in the event of liability to a third party. This Agreement is intended to be solely between the Parties hereto and no part shall be construed to add, supplement, or grant any rights, benefits or privileges of any kind whatsoever to any third party or parties. Nothing contained within this Agreement is intended to be a waiver or estoppel of any Party or their respective insurers to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes sections 893.80, 895.52, and 345.05 or common law, and the Parties or their respective insurers shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability under Wisconsin law.

L. Joint Powers Agreement. Pursuant to Section 256.35(9) of the Wisconsin Statutes, the Parties shall annually enter into a Joint Powers Agreement, which shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the County's emergency dispatch system, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries. This Agreement shall constitute the required Joint Powers Agreement.

M. Dispute Resolution. The Parties agree that in the event of any dispute over the terms, performance, or administration of this Agreement they will submit first to mediation by a single mediator. In any litigation thereafter between the Parties, no costs shall be awarded to the prevailing party unless it shall appear to the court that the other party acted with gross negligence or in bad faith, or with malice, concerning the matter(s) that are the subject of such litigation.

N. Entire Agreement. The entire agreement of the parties is contained herein, except for the standard operating procedures which will be hereafter agreed to by the parties, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Parties relating to the subject matter.

O. Amendments. Any amendments to this Agreement shall be made in writing and be approved by the governing Board or Council of all of the Parties.

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

Q. Severability. In the event any provisions of this contract shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

OZAUKEE COUNTY

CITY OF MEQUON

Lee Schlenvogt, County Board Chairman

Andrew Nerbun, Mayor

Julianne B. Winkelhorst, County Clerk

Caroline Fochs, City Clerk

Approved as to Form:

Approved as to Form:

Rhonda Gorden
Ozaukee County Corporation Counsel

Brian C. Sajdak
Mequon City Attorney

**SOUTHERN OZAUKEE FIRE AND
EMERGENCY MEDICAL SERVICES DEPARTMENT**

Van A. Mobley, President

Andrew Nerbun, Vice President