



REVISED
AGENDA
PUBLIC SAFETY COMMITTEE
SPECIAL MEETING
MONDAY, OCTOBER 30, 2023 – 6:00 PM
ADMINISTRATION CENTER - ROOM A-200
121 W. MAIN STREET, PORT WASHINGTON, WI 53074

- 1. CALL TO ORDER**
- 2. PROPER NOTICE**
- 3. PUBLIC COMMENT**
- 4. ACTION ITEM**
 - a. RES.23-31: Authorizing Agreement for the Transfer of Public Safety Answering Service Between Ozaukee County, the City of Cedarburg
 - b. Approve Change Order #7 - Justice Center Training and Storage**
- 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. 23-31

AUTHORIZING AGREEMENT FOR THE TRANSFER OF PUBLIC SAFETY ANSWERING SERVICE BETWEEN OZAUKEE COUNTY, THE CITY OF CEDARBURG

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 Cedarburg approved the 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, Village of Saukville and the City of Mequon.

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 Cedarburg; and

FURTHER RESOLVED, that the Ozaukee County Board of Supervisors authorizes the creation of three (3.0) county-funded Dispatcher positions to support the assumption of all public safety answering services for the City of Cedarburg; and

FURTHER RESOLVED, that the transfer of all the City of Cedarburg public safety answering services shall occur at no cost to the city.

Dated at Port Washington, Wisconsin, this 1st day of November 2023.

SUMMARY: Approving the consolidation of the public safety answering services for the City of Cedarburg with Ozaukee County dispatch.

VOTE REQUIRED: Majority

PUBLIC SAFETY COMMITTEE

Public Safety Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	October 30, 2023
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 Cedarburg

BACKGROUND INFORMATION: The City Cedarburg 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, 2024.

The transfer of all dispatching services requires the creation of three Dispatcher positions to support the call volume of City of Cedarburg Dispatch. The resolution authorizes the creation of these positions. The 2024 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 and other costs for the assumption of a service by another municipality per 66.0602(3) of the Wis. Stats. The Board should consider this exemption in the context of the 2024 Budget approval process.

Historically, the county consolidated dispatch services with the City of Port Washington and Village of Saukville, Village of Grafton and City of Mequon. 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 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 Cedarburg.

FISCAL IMPACT: The estimated impact of the creation of three Dispatcher positions to support the call volume of City of Cedarburg Dispatch is \$454,738 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 Cedarburg and Ozaukee County Relating to the City of Cedarburg Dispatch Services and the creation of three Dispatcher positions at no cost to the City of Cedarburg.

The Executive Committee is asked to amend the 2024 Budget to include the \$454,738 of county levy.

ATTACHMENTS:

- Agreement to Transfer City of Cedarburg PSAP to Ozaukee Sheriff_DRAFT (PDF)
- 2023.10.09 Common Council minutes excerpt_Cedarburg Dispatch (PDF)

**AGREEMENT FOR THE TRANSFER OF PUBLIC SAFETY ANSWERING SERVICE
BETWEEN OZAUKEE COUNTY AND THE CITY OF CEDARBURG**

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 Cedarburg (the “City”) has operated a PSAP and dispatch center for the City’s fire and police departments.

III. The County will undertake PSAP and dispatch services for fire and emergency medical calls within the City of Cedarburg.

IV. The City and County 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.

V. 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 Cedarburg.

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. 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.

2. Receive and record information pertaining to requests for emergency services.
3. Alert the City's Police Department and/or Fire Department, 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 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.

F. Effective Date and Term. The Effective Date of this Agreement shall be January 1, 2024 and shall run for an indefinite term.

G. 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.

H. Levy Limit Adjustments. Notwithstanding the reference to Wis. Stat. § 66.0301 above, it is intended by the Parties that their respective levy limits for 2024 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.

I. 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 Cedarburg
11333 N. Cedarburg Road
Cedarburg, WI 53092

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 CEDARBURG

County Board Chairman

Mayor

County Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Ozaukee County Corporation Counsel

Cedarburg City Attorney

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

Van A. Mobley, President

Andrew Nerbun, Vice President

COMMON COUNCIL
OCTOBER 9, 2023

CC20231009-4
UNAPPROVED

DISCUSSION AND POSSIBLE ACTION ON THE TRANSFER OF CITY OF CEDARBURG DISPATCH CENTER TO THE OZAUKEE COUNTY SHERIFF'S OFFICE EFFECTIVE JANUARY 1, 2024

Police Chief McNerney presented a plan for the future of the City of Cedarburg Dispatch Center. The City's Dispatch Center is the last remaining municipal dispatch center in Ozaukee County and currently has two employees pending retirement in 2024. The City is also facing a 911 system upgrade that will cost between \$60,000 - \$75,000 along with the yearly maintenance costs of \$35,200. With the impending costs to keep the Dispatch Center operational, and the difficulty of hiring additional qualified Dispatchers, the Police Chief is recommending transferring the entire Dispatch Center to Ozaukee County.

A motion was made by Council Member Fitzpatrick, seconded by Council Member Mueller, to transfer dispatch services to the Ozaukee County Sheriff's Office effective January 1, 2024. Motion carried with Council Member Simpson voting nay.

DISCUSSION AND POSSIBLE ACTION ON APPROVING ORDINANCE NO. 2023-22 TO REMOVE CLERK DEPARTMENT FEES FROM CURRENT CITY CODE AND ADD THEM TO THE NEW FEE SCHEDULE

A motion was made by Council Member Fitzpatrick, seconded by Council Member Thome, to approve Ordinance No. 2023-22. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON APPROVING ORDINANCE NOS. 2023-13, 2023-19, AND 2023-21 TO REMOVE BUILDING CODE FEES FROM THE CURRENT CITY CODE AND ADD THEM TO THE NEW FEE SCHEDULE

A motion was made by Council Member Curley, seconded by Council Member Thome, to approve the amended version of Ordinance No. 2023-13, Ordinance No. 2023-19, and Ordinance No. 2023-21. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2023-17 APPROVING THE NEW FEE SCHEDULE

A motion was made by Council Member Thome, seconded by Council Member Mueller, to approve Resolution No. 2023-17. Motion carried without a negative vote.

CONSENT AGENDA:

A motion was made by Council Member Thome, seconded by Council Member Mueller, to approve the following consent agenda items. Motion carried without a negative vote.

- September 25, 2023 Common Council meeting minutes
- New 2023-2024 Operator Licenses for period ending June 30, 2024 for Sarah O. Bloomquist, Susan Brill, Mary K. Creten, Sydney K. Gaskell, MaryLee Katzka, Kevin M. Pelkey, Katharine A. Shortreed

Public Safety Committee

AGENDA INFORMATION SHEET

AGENDA DATE: October 30, 2023
DEPARTMENT: Sheriff
DIRECTOR: Christy Knowles
PREPARER: Christy Knowles

Agenda Summary Approve Change Order #7 - Justice Center Training and Storage

BACKGROUND INFORMATION: A change order is presented for approval on the Justice Center Training and Storage Facility to rectify a space issue on a pre-existing retaining wall. \$57,047.00

ANALYSIS: The proposed change to the wall location will provide a larger turning area for larger vehicles to exit the north overhead door of the new addition. The current space between the new addition and the existing wall is 28 feet. If the retaining wall were to remain in its current location, it greatly limits the use of the overhead door. It will be beneficial for all future use to move the existing retaining wall back 15 feet (north). This will allow larger vehicles to easily exit and not limit the use of the overhead door.

The cost to remove the wall and build a new wall 15 feet to the north, is \$57,047.00. The majority of the cost is the removal of the existing wall. The cost is due to the amount of rebar and the extra time needed to do the demolition. (See pictures of rebar/concrete) Approximately 4 feet of the existing wall will have to remain to create emergency egress for the man door that faces east. In order to use the short section of wall, it has to be cut, which requires a specialized contractor. The below grade footing has to also be cut and removed. The footing has to be removed so the frost doesn't cause it to heave and ruin the new concrete.

FISCAL IMPACT: \$57,047.00

FUNDING SOURCE:

RECOMMENDED MOTION: Sheriff respectfully requests that the Committee approve the change order to remove the retaining wall for \$57,047.00.

ATTACHMENTS:

- OZSO Change Order #7 (PDF)
- Estimate of Services for CO#7 (PDF)
- Design of OZSO new construction (PDF)
- OZSO Change Order #7 Photos (PDF)

PUBLIC SAFETY COMMITTEE



October 20, 2023

Jon Walencamp
 Kueny Architects
 10505 Corporate Drive
 Pleasant Prairie, WI 53158

RE: Ozaukee Justice Center – **COR #7**
CB #6 – Remove retaining wall & Provide access door ADA Ramp for Mandoor

Dear Jon:

Camosy Incorporated is pleased to provide you a change order quote for Ozaukee Justice project. We propose to furnish labor, materials, tools, equipment, and insurance necessary to do the following:

Provide the following:

1. WSO	\$29,630.00
2. Endres	\$ 4,200.00
3. Camosy	<u>\$21,306.00</u>
Subtotal:	\$55,136.00
2.5% Subs OH&P:	\$ 846.00
5% on Camosy:	<u>\$ 1,065.00</u>
TOTAL COR #7:	\$57,047.00

Thank you for the opportunity to prepare this estimate for you. If you have any questions, please feel free to contact me.

Sincerely,

CAMOSY CONSTRUCTION

Kevin Camosy
 Project Manager

Attachment: OZSO Change Order #7 (Approve Change Order #7 - Justice Center Training and Storage)

Building Trust Since 1910

Construction Managers
 Design/Builders
 General Contractors

12795 120th Avenue
 Kenosha, WI
 53142-7326
262-552-9440

FAX 262-552-0480

43451 N. US Hwy 41
 Zion, IL
 60099-9455
847-395-6800

FAX 847-395-6891

Delivery Address:
 43451 N. US Hwy. 41
 Zion, IL 60099-9455

www.camosy.com

Packet Pg. 12

**WSO Grading & Excavating LLC**

121 Highview Drive
 Cedarburg, WI 53012
 414.429.1002
 jdwyagner28@yahoo.com

Estimate

ADDRESS

Camosy Construction
 ATTN: TODD PEYRON

ESTIMATE # 2741**DATE 10/20/2023****WORKSITE**

CB 06- Ozaukee Courthouse

DATE	DESCRIPTION	QTY/HRS	UNIT PRICE	TOTAL
	REVISION *****CB 06*****			
	- Demo of retaining wall and disposal	1	29,630.00	29,630.00
	- Excavation for new retaining wall			
	- Truck off spoils from wall-parking area			
	- Backfill wall with stone and stone under pavement			
	- Excavate and move catch basin to north			
	- Hook up pipe			
	- Backfill with stone			
	- Truck off fill			

Note: Not responsible for Asbestos Abatement. Hazardous Materials or Contaminated Fill will be removed and disposed of at OWNERS expense

TOTAL**\$29,630.00**

Accepted By

Accepted Date

Attachment: Estimate of Services for CO#7 (Approve Change Order #7 - Justice Center Training and Storage)



A205.1

Ozaukee County Justice Center Sheriff Addition September 30, 2022
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