Common Council
MEETING AGENDA

April 9, 2024 - 6:05 PM
(Following the Committee of the Whole Meeting)
City Hall
Council Chambers

Agenda Published: 4/5/2024

AGENDA

1. **PRIVILEGE OF THE FLOOR**
2. **CALL TO ORDER, PLEDGE OF ALLEGIANCE**
3. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
4. **APPROVAL OF MINUTES**
   - **A.** March 26, 2024, Common Council Meeting Minutes
5. **REPORTS**
   - **A.** City Clerk
   - **B.** Council President
   - **C.** Mayor
6. **COMMUNICATIONS**
7. **DEFERRED, REFERRED & TABLED ITEMS**
8. **ITEMS REMOVED FROM CONSENT AGENDA, if any**
9. **CONSENT AGENDA----------**
   - **A.** *Items under the Consent Agenda have passed unanimously by the Committee of the Whole. Items not passed by a unanimous vote will be removed from consent agenda and will be considered separately.*
10. **MINUTES**
    - **A.** March 26, 2024, Committee of the Whole Meeting Minutes
11. **UTILITY & FINANCE**
    - **A.** Discussion and possible recommendation to Common Council approval of April 10, 2024, Water Utility Claims in the amount of $614,918.49, Sewer Utility Claims in the amount of $41,019.03, and General City Claims in the amount of $986,741.04. We Energies EFT of $84,735.94
12. **MISCELLANEOUS**
    - **A.** New Berlin Food Pantry Presentation
    - **B.** Discussion and possible recommendation to the Common Council approval of Resolution No. 2024-05, a Resolution to approve the Suburban Critical Incident Team Agreement
    - **C.** Discussion and possible recommendation to the Common Council approval of Resolution No. 2024-06, a Resolution to approve the Suburban Critical Incident Team Mutual Aid Agreement with Brookfield Fire Department
    - **D.** Discussion and possible recommendation to the Common Council approval of Resolution No. 2024-07, a Resolution to approve the Suburban Critical Incident Mutual Aid Agreement with Lake Country Fire and Rescue
13. **END CONSENT AGENDA----------**
14. **ADJOURN**

Supplemental Information:

- *The meeting agenda and agenda packet are available online at www.NewBerlin.org. The minutes are published online and are approved at the next regularly scheduled meeting.*
- *It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order.*
- *You may provide comments to the City Clerk via email at CitizenComments@NewBerlin.org. Comments will be forwarded to the Mayor and members of the governing body. Emailed comments are not read during the meeting.*
- *The City of New Berlin strives to host inclusive, accessible meetings that enable all individuals to engage and participate fully. Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible, please contact City Clerk Rubina R. Medina at (262) 786-8610 or via email at CityClerk@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. Efforts will be made to accommodate the needs of disabled individuals through appropriate aids and/or services.*
- *It is also possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to in the above notice.*

Common Council
MEETING MINUTES

March 26, 2024 - 6:05 PM
This meeting will be held via Zoom Meeting ID: 854-6109-6860
or via direct link: https://us02web.zoom.us/j/85461096860

Please note: Minutes are unofficial until approved at the next regular scheduled meeting.

MINUTES

1. PRIVILEGE OF THE FLOOR
No constituents participated in Privilege of the Floor.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE
The City Clerk stated that the Common Council approved this meeting via Zoom.

Mayor Ament called the meeting to order at 6:47 PM and led the Pledge of Allegiance.

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE
The City Clerk took the roll call as follows:
Present: Alderperson Hopkins, Alderperson Maxey, Alderperson Harenda, Alderperson Stribl, Alderperson Kroupa, Alderperson Horbinski, Alderperson La Fever

Staff Present: DCD Director Greg Kessler, City Attorney Mark Blum, City Clerk Rubina R. Medina

4. APPROVAL OF MINUTES

A. March 12, 2024, Common Council Meeting Minutes

MOTION: Motion to approve

VOTE: Motion by: Kroupa
Second by: Maxey
Motion 7-0

5. REPORTS

A. City Clerk

City Clerk Rubina R. Medina stated that the Spring Election is April 2nd, 2024 and the polls are open from 7 AM to 8 PM. This is the last week to vote at City Hall for in-person absentee voting. Please access the MyVote Wisconsin Website at www.myvote.wi.gov to find your polling place, view a sample ballot, or check your voter registration status. For any questions, please get in touch with the Office of the City Clerk at (262) 786-8610.

B. Council President

No Report.

C. Mayor

- The **second real estate tax installments** are due **March 31st**. For your convenience, the City of New Berlin offers a variety of ways to pay that don't require coming into City Hall. Visit the City's website for further details.

- **March 30th t**he **City of New Berlin's Recycling Center** will hold the following summer hours: Tuesday 10:00 a.m. until 7:00 p.m.; Thursday 10:00 a.m. until 7:00 p.m.; and

Saturday 8:00 a.m. until 4:00 p.m.

- Well Permit Renewal has begun. Residents should have received a letter from the City of New Berlin if you have a well permit that needs to be renewed. If you have any questions, contact Dave Thomey, New Berlin Plumbing Inspector at 262-797-2445.

- Please note that City Hall will be closed on Good Friday, April 29th, however the building will still be open for In Person Absentee Voting from 8:00 a.m. until 5:00 p.m.

- Finally, The Activity and Recreation Center will be closed for Elections as follows: Monday, April 1st- Closed after 10am Tuesday, April 2nd- Closed all day

6. COMMUNICATIONS

None.

7. RECREATION COMMISSION

A. Discussion and possible action to recommend to Common Council approval of the vendor agreement with Laura Moore, DBA Cooking with Moore, to provide recreation cooking lessons.

MOTION: Motion to approve

VOTE: Motion by: Harenda
Second by: Maxey
Motion 7-0

8. BOARD OF PUBLIC WORKS

A. ITEM 03-24 Discussion and possible action to recommend to Common Council approval of the construction contract for the 2024 Roadway Rehabilitation Project.

MOTION: Motion to approve

VOTE: Motion by: Horbinski
Second by: Maxey
Motion 7-0

B. ITEM -04-24 Discussion and possible action to recommend to Common Council approval of the construction contract for the 2024 Roadway Maintenance Joint, Crack Cleaning, & Sealing Project.

MOTION: Motion to approve

VOTE: Motion by: Horbinski
Second by: Maxey
Motion 7-0

C. ITEM 05-24 Discussion and possible action to recommend to Common Council approval of the design contract to reconstruct Grange Ave. from Moorland Road to 124th St.

MOTION: Motion to approve

VOTE: Motion by: Horbinski
Second by: Stribl
Motion 7-0

9. MAYORAL APPOINTMENTS

A. Discussion and Possible Action to approve the Mayoral Appointments per the list as presented

MOTION: Motion to approve

VOTE: Motion by: Hopkins

Second by: Kroupa
Motion 7-0

10. DEFERRED, REFERRED & TABLED ITEMS

No items.

11. ITEMS REMOVED FROM CONSENT AGENDA, if any

No items.

12. CONSENT AGENDA----------

A. *Items under the Consent Agenda have passed unanimously by the Committee of the Whole. Items not passed by a unanimous vote will be removed from consent agenda and will be considered separately.*

MOTION: Motion to approve the consent agenda

VOTE: Motion by: Harenda
Second by: Kroupa
Motion 7-0

13. MINUTES

A. March 12, 2024, Committee of the Whole Meeting Minutes

14. UTILITY & FINANCE

A. Discussion and possible recommendation to approve the Water Utility Claims in the amount of $31,294.06, Sewer Utility Claims in the amount of $689,282.74 and General City claims in the amount of $2,546,466.15

15. LICENSES & PERMITS

A. Discussion and possible recommendation to approve a "Class B" Combo Liquor License to Tail Spin Café located at 19680 W National Avenue per the application on file

B. Discussion and possible recommendation to approve a Class "B" Beer License to Tee It Up located at 20101 W Cleveland Avenue per the application on file

16. MISCELLANEOUS

A. Overview of the Department of Community Development - Greg Kessler, Director

B. Recommend to the Common Council that a joint public hearing be set for May 6, 2024 at 6:00 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 and Chapter 11) for the property located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) from Mixed Use Residential to Suburban Commercial AND rezone the properties located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001) from B-1 and R-5 to B-1 and B-2.

C. Recommend to the Common Council that a Public Hearing be set for May 6, 2024 at 6:01 pm to be held before the Plan Commission to rezone the properties located at 19000 W. Lincoln Avenue (Tax Key #'s: 1172-994, 1172-998-003, 1172-998 and 1167-996-001) from C-1 and C-2 to M-1.

17. END CONSENT AGENDA----------

18. ADJOURN

MOTION: Motion to adjourn at 6:58 PM.

VOTE: Motion by: Kroupa
Second by: La Fever
Motion 7-0

Respectfully Submitted,
Rubina R. Medina, New Berlin City Clerk

Committee of the Whole
MEETING MINUTES

March 26, 2024 - 6:00 PM

This meeting will be held via Zoom Meeting ID: 854-6109-6860.
You may also click the direct link: https://us02web.zoom.us/j/85461096860

Please note: Minutes are unofficial until approved at the next regular scheduled meeting.

MINUTES

1. CALL MEETING TO ORDER

City Clerk Rubina R. Medina stated that the meeting was approved by the Council to be held via zoom.

Mayor Ament called the meeting to order at 6:01 PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Rubina R. Medina took the roll call as follows:
Present: Alderperson Hopkins, Alderperson Maxey, Alderperson Harenda, Alderperson Stribl, Alderperson Horbinski, Alderperson Kroupa, Alderperson La Fever

Staff Present: DCD Director Greg Kessler, City Attorney Mark Blum, City Clerk Rubina R. Medina

3. APPROVAL OF MINUTES

A. March 12, 2024, Committee of the Whole Meeting Minutes

MOTION: Motion to approve

VOTE: Motion by: Horbinski
Second by: Kroupa
Motion 7-0

4. UTILITY & FINANCE

A. Discussion and possible recommendation to approve the Water Utility Claims in the amount of $31,294.06, Sewer Utility Claims in the amount of $689,282.74 and General City claims in the amount of $2,546,466.15

MOTION: Motion to approve

VOTE: Motion by: Stribl
Second by: Maxey
Motion 7-0

5. LICENSES & PERMITS

A. Discussion and possible recommendation to approve a "Class B" Combo Liquor License to Tail Spin Café located at 19680 W National Avenue per the application on file

MOTION: Motion to approve

VOTE: Motion by: Harenda
Second by: Stribl
Motion 7-0

B. Discussion and possible recommendation to approve a Class "B" Beer License to Tee It Up located at 20101 W Cleveland Avenue per the application on file

MOTION: Motion to approve

VOTE: Motion by: Kroupa
Second by: Stribl
Motion 7-0

6. MISCELLANEOUS

A. Overview of the Department of Community Development - Greg Kessler, Director
DCD Director Greg Kessler provided the Council with an overview of the department. Recreation Manager Katie Roth joined to discuss the Recreation Department.

B. Recommend to the Common Council that a joint public hearing be set for May 6, 2024 at 6:00 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 and Chapter 11) for the property located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) from Mixed Use Residential to Suburban Commercial AND rezone the properties located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001) from B-1 and R-5 to B-1 and B-2.

MOTION: Motion to approve

VOTE: Motion by: Stribl
Second by: Harenda
Motion 7-0

C. Recommend to the Common Council that a Public Hearing be set for May 6, 2024 at 6:01 pm to be held before the Plan Commission to rezone the properties located at 19000 W. Lincoln Avenue (Tax Key #'s: 1172-994, 1172-998-003, 1172-998 and 1167-996-001) from C-1 and C-2 to M-1.

MOTION: Motion to approve

VOTE: Motion by: Stribl
Second by: La Fever
Motion 7-0

7. ADJOURN

MOTION: Motion to adjourn at 6:46 PM.

VOTE: Motion by: Maxey
Second by: Hopkins
Motion 7-0

Respectfully Submitted,
Rubina R. Medina, New Berlin City Clerk

REQUESTED ACTION STATEMENT

DATE: March 31, 2024

TO: Mayor Ament
Common Council

FROM: Jeff Hingiss - Chief of Police

ISSUE: Recommend to Council – Approval of Resolution 2024-05
Resolution to Approve the Suburban Critical Incident Team Mutual Aid Agreement

REQUESTED: Recommend to Council of Resolution 2024-05 to Approve the Suburban Critical Incident Team Mutual Aid Agreement (SCIT)

FISCAL IMPACT:

The purpose of this team is to partner with surrounding agencies so that no one agency is required to handle dangerous or complicated scenarios on their own. Although New Berlin, as one of the two largest partnering agencies, has more personnel dedicated to the team than the smaller agencies, we also generally see a higher need in our jurisdiction than those smaller agencies due to our increased population. As such, other agency personnel supplement the team to a level which allows New Berlin to dedicate substantially less personnel to the team than we had before this partnership.

While a community providing aide can decide to bill another municipality who is requesting assistance, this does not regularly happen. For the purposes of this agreement, our assisting staff remain as our employees for pay, benefits, and day to day expenses, but in the case of highly unusual or burdensome expenses, worker's compensation, or significant events involving death or serious injury to an officer, the city of New Berlin could request reimbursement from the "requesting" agency under state statutes. The same could occur if the city of New Berlin was the "requesting" agency and another SCIT agency was the "aiding" agency.

RATIONALE:

Municipalities involved with SCIT have been partnering with each other since 2013. The New Berlin Police Department depends on these resources for a variety of high risk, low frequency incidents. When requested to respond under this agreement, we assist based on our own needs and the ability to backfill as necessary/possible.

Essentially, the updated agreement was an opportunity by SCIT to "clean up" the existing agreement with the help of legal counsel. The agreement follows the requirements of Wisconsin Law and has been reviewed by our city attorney (Attorney Mark Blum). The update mirrors the Suburban Mutual Assistance Response Team (SMART) agreement signed in 2019. These updates are in conjunction with newly created agreements between the Brookfield FD and the Lake Country Fire and Rescue for dedicated Tactical Emergency Medicine Services. Although the New Berlin FD has not

entered into similar agreements with the SCIT, their administration is aware of the BFD and LCFD involvement with SCIT.

RESOLUTION NO. 2024-05
RESOLUTION TO APPROVE THE SUBURBAN CRITICAL INCIDENT TEAM AGREEMENT

WHEREAS, the Suburban Critical Incident Team (SCIT) has effectively provided law enforcement mutual aid to its participants since 2013; and

WHEREAS, the SCIT Mutual Aid Agreement has not been updated since 2020; and

WHEREAS, the SCIT Mutual Aid Agreement is in need of updating to be consistent with other cooperative agreements; and

WHEREAS, we have now received a recommendation from Chief Jeff Hingiss recommending that we enter into the SCIT Mutual Aid Agreement, which will update and replace the current Agreement and allow for our continued participation in this Cooperative Mutual Aid Program to better serve the City and region.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of New Berlin that the SCIT Agreement is hereby approved and that the Mayor and City Clerk are authorized to execute the same on behalf of the City.

BE IT FURTHER RESOLVED that this updated SCIT Mutual Aid Agreement hereby supersedes the existing SCIT Mutual Aid Agreement entered into by the City.

BE IT FURTHER RESOLVED that Police Department Staff is hereby directed to take such steps as are necessary to effectuate the intention of this Resolution.

Dated this _____ day of _____, 2024.

City of New Berlin

By: _____
Mayor David Ament

City of New Berlin

By: _____
Rubina Medina, City Clerk

	City of Brookfield	Village of Chenequa	City of Delafield
	Village of Elm Grove	Village of Hartland	Village of Mukwonago
	City of Muskego	City of New Berlin	Village of Pewaukee

Title:	Suburban Critical Incident Team Mutual Aid Agreement				
Issued:	09-12-95	Updated:	01-13-24	Pages:	13

The undersigned Agencies agree pursuant to Wisconsin Statutes as follows:

Section 1. PURPOSE OF AGREEMENT

This Agreement is made in recognition of the fact that situations may occur which are beyond the ability of the individual law enforcement Agency to deal with effectively in terms of personnel, equipment and available resources. Each Agency in the Suburban Critical Incident Team (SCIT) expresses its intent to assist the other Agencies by assigning some of its specially trained personnel and available resources to permit the law enforcement Agency of each municipality to more fully safeguard the lives, persons and property of all citizens.

Section 2. DEFINITIONS

For the purpose of this Agreement, the following terms are defined as follows:

A. AGENCY

A law enforcement organization recognized by its city, village, town, county or state.

B. AIDING AGENCY

A municipality furnishing police equipment and personnel to a Requesting Agency, pursuant to this Agreement.

C. ASSIGNMENTS

A predetermined listing of Aiding Agency personnel and equipment that will respond to aid a Requesting Agency.

D. CHIEF

The head of law enforcement for a Participating Agency is referred to herein as “Chief,” and collectively the heads of law enforcement for all Participating Agencies are referred to herein as “Chiefs.” Collectively, and individually the “Chief.”

E. GOVERNING BOARD

Consists of the Police Chiefs of the Participating Agencies.

F. MUTUAL AID

Services provided by an Aiding Agency to a Requesting Agency outside the Aiding Agency's home jurisdiction to a Tactical Incident.

G. PARTICIPATING AGENCY

An Agency that commits itself to this Mutual Aid Agreement by adopting an ordinance or resolution authorizing participation.

H. REQUESTING AGENCY

A municipality requesting police equipment and personnel due to a Tactical Incident, pursuant to this Agreement.

I. SUBURBAN CRITICAL INCIDENT TEAM

The Wisconsin law enforcement Agencies participating in this Mutual Aid Agreement, collectively.

J. TACTICAL INCIDENT

An emergency situation or potential situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local government.

Section 3. AGREEMENT TO EFFECTUATE THE MUTUAL AID PLAN

The senior on-duty officer of each Participating Agency is authorized to do the following:

A. Whenever a Tactical Incident occurs or is likely to occur, the Requesting Agency's senior on-duty officer shall request assistance of the Aiding Agencies under the terms of this Agreement.

B. The senior on-duty officers of the Aiding Agencies are authorized to and shall take the following action upon receipt of a request for aid pursuant to this Agreement:

    1. Promptly determine what resources are required according to the situation.

    2. Promptly determine if the required personnel and equipment can be committed in response to the request from the Requesting Agency.

    3. If so, promptly dispatch the required personnel and equipment to the Requesting Agency in accordance with team operating procedures.

C. The rendering of assistance under the terms of this Agreement is not mandatory. The Aiding Agency's senior on-duty officer may determine not to respond, for example, if the available personnel and equipment are required for the Aiding Agency's protection. In that event, the

Aiding Agency's senior on-duty officer must promptly notify the Requesting Agency of the same. The senior on-duty officer's judgment is final.

D. The Requesting Agency's senior on-duty officer shall assume full responsibility and incident command for operations for the Tactical Incident along with the SCIT Tactical Commander.

E. The Requesting Agency may request Mutual Aid under this Agreement only for Tactical Incidents. Aiding Agencies will be released and returned to duty in their home jurisdictions as soon as the situation is restored to the point which permits the Requesting Agency to adequately handle it with its own resources. Aiding Agencies may also return to duty in their own home jurisdiction at any time, upon notifying the SCIT Tactical Commander, if the Aiding Agency's senior on-duty officer determines the required equipment and personnel can no longer be committed to the Tactical Incident.

Section 4. STATUTORY AUTHORITIES

This Agreement is entered pursuant to Wisconsin Statutes §66.0301. The following statutory rights and responsibilities shall apply.

A. Wisconsin Statutes §66.0313: Law enforcement; mutual assistance.

B. Wisconsin Statutes §66.0513: Police, pay when acting outside county or municipality.

C. Wisconsin Statutes §895.35: Expenses in actions against municipal and other officers.

D. Wisconsin Statutes §895.46: State and political subdivisions thereof to pay judgments taken against officers.

To ensure compliance with State laws and to avoid ambiguity, all future amendments and recodification of the foregoing statutes, and judicial interpretations thereof, are incorporated herein and shall apply. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained with Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

Section 5. EXPENSES

All expenses incurred during participation in this Agreement shall be borne by each Participating Agency, and Participating Agencies shall not be required to pay or reimburse any other Participating Agency for any expenses incurred in the course of participation, except as set forth in this paragraph. In the case of highly unusual or excessively burdensome expenses, worker's compensation, or significant events involving death or serious injury to an officer, Wis. Stat. §§ 66.0313 and 66.0513 will apply, and an Aiding Agency may submit requests for reimbursement to the Requesting Agency. Nothing herein shall be interpreted to prevent Participating Agencies from voluntarily cooperating in law enforcement services, including voluntary sharing of equipment or facilities and voluntarily providing services without seeking reimbursement of costs. Each Participating Agency hereby authorizes its Chief/Sheriff to exercise discretion in cooperating with Participating Agencies.

Section 6. INSURANCE

Each Participating Agency shall maintain insurance coverage to protect against risks arising out of this Agreement, which shall include general liability coverage with contractual liability coverage, automobile liability coverage, workers compensation coverage, and such additional coverage and amounts as further specified by the Chiefs/Sheriffs.

Section 7. NO THIRD-PARTY BENEFICIARIES

This Agreement is solely between the Participating Agencies, each of whom acts individually in the performance of this Agreement. There are no third-party beneficiaries to this Agreement. No separate entities are hereby created.

Section 8. ADMINISTRATION

This Agreement shall be administered within the SCIT By-Laws by the Governing Board of the Participating Agencies.

Section 9. TERMINATION

Any Participating Agency may voluntarily withdraw from this Agreement by notifying the Chiefs of the other Participating Agencies in writing, whereupon the withdrawing Agency will terminate participation ninety (90) days from the date of written notice. The Chiefs may adopt procedures for involuntarily terminating Agencies who fail to comply with the terms of this Agreement or By-laws and may exercise that authority.

Section 10. EFFECTIVE DATE

This Agreement shall be in full force and in effect with the passage and approval of an Ordinance or Resolution by each Participating Agency's municipal governing body, in the manner provided by law, and its execution by authorized officials. This Agreement supersedes any agreement between any of the Participating Agencies concerning the Suburban Critical Incident Team.

Section 11. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered in original form or electronically shall be effective.

Section 12. **AMENDMENTS AND SEVERABILITY.**

This Agreement may be amended, but only in writing duly executed by all the parties. The provisions of this Agreement are severable and if a court of competent jurisdiction holds any portion of this Agreement unconstitutional or invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

City of Brookfield

By: _____ By: _____
Mayor Steven V. Ponto Police Chief James Adlam

_____
Michelle Luedtke, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Seven V. Ponto, Michelle Luedtke, and James Adlam, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Renee J. Tadych, Deputy City Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

City of Delafield

By: _____ By: _____
Mayor Kent Atwell Police Chief Landon Nyren

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Kent Atwell and Landon Nyren, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Molly Schneider, City Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

City of Muskego

By: _____ By: _____
Mayor Rick Petfalski Police Chief Steve Westphal

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Rick Petfalski and Steve Westphal, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Kerri Roller, City Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

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City of New Berlin

By: _____ By: _____
Mayor David Ament Police Chief Jeff Hingiss

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named David Ament and Jeff Hingiss, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Rubina Medina, City Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

****

Village of Chenequa

By: _____ By: _____
President JoAnn Villacencio Police Chief Dan Neumer

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named JoAnn Villacencio and Dan Neumer, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Deanna Braunshweig, Village Clerk-Treasurer
Notary Public, State of Wisconsin
My Commission expires: _____

****

Village of Elm Grove

By: _____ By: _____
President Jim Koleski Police Chief Jason Hennen

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Jim Koleski and Jason Hennen, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Thomas Harrigan, Interim Village Clerk-Treasurer
Notary Public, State of Wisconsin
My Commission expires: _____

****

Village of Hartland

By: _____ By: _____
President Jeffrey Pfannerstill Police Chief Torin Misko

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Jeffrey Pfannerstill and Torin Misko, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Sandee Policello, Village Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

****

Village of Mukwonago

By: _____ By: _____
President Fred Winchowky Police Chief Dan Streit

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Fred Winchowky and Dan Streit, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Diana Dykstra, Village Clerk-Treasurer
Notary Public, State of Wisconsin
My Commission expires: _____

****

Village of Pewaukee

By: _____ By: _____
President Jeff Knutson Police Chief Tim Heier

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Jeff Knutson and Tim Heier, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Cassandra Smith, Village Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

****

REQUESTED ACTION STATEMENT

DATE: March 31, 2024

TO: Mayor Ament
Common Council

FROM: Jeff Hingiss - Chief of Police

ISSUE: Recommend to Council – Approval of Resolution 2024-06
Resolution to Approve the Mutual Aid Agreement with SCIT and the Brookfield Fire Department

REQUESTED: Recommend to Council of Resolution 2024-06 to Approve the Suburban Critical Incident Team Mutual Aid Agreement (SCIT) with the Brookfield Fire Department

FISCAL IMPACT:

The purpose of SCIT is to partner with surrounding agencies so that no one agency is required to handle dangerous or complicated scenarios on their own. This agreement will allow for emergency medical services personnel to co-respond to tactical incidents or training with police personnel.

While a community providing aide can decide to bill another municipality who is requesting assistance, this does not regularly happen. For the purposes of this agreement, Brookfield fire personnel who are providing aid to New Berlin will remain as the city of Brookfield employees for pay, benefits, and day to day expenses, but in the case of highly unusual or burdensome expenses, worker's compensation, or significant events involving death or serious injury to personnel, the city of Brookfield could request reimbursement from the city of New Berlin in the event we were the "requesting" agency.

RATIONALE:

Municipalities involved with SCIT have been partnering with each other since 2013. The New Berlin Police Department depends on these resources for a variety of high risk, low frequency incidents. When requested to respond under this agreement, the selected Brookfield Fire Department personnel will support team operations with Tactical Emergency Medical Services. This support will enhance the safety of involved SCIT personnel and our citizens.

Although the New Berlin FD has not entered into a similar agreement with the SCIT municipalities, the New Berlin Fire Department administration has been briefed on the agreement. The New Berlin Fire Department administration supports the use of these personnel during a tactical incident.

RESOLUTION NO. 2024-06
RESOLUTION TO APPROVE THE SUBURBAN CRITICAL
INCIDENT TEAM MUTUAL AID AGREEMENT WITH BROOKFIELD FIRE DEPARTMENT

WHEREAS, the Suburban Critical Incident Team (SCIT) has effectively provided law enforcement mutual aid to its participants since 2013; and

WHEREAS, the SCIT has trained police officers in Tactical Emergency Medical Services (TEMS); and

WHEREAS, the SCIT has identified the need for paramedic trained fire personnel to be assigned to the team to provide TEMS during tactical incidents and team training; and

WHEREAS, we have now received a recommendation from Chief Jeff Hingiss recommending that we enter into a Mutual Aid Agreement with the Brookfield Fire Department, which will provide enhanced medical services to the team and will coordinate with the New Berlin Fire Department personnel to better serve team personnel and the citizens they serve.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of New Berlin that the SCIT Mutual Aid Agreement with the Brookfield Fire Department is hereby approved and that the Mayor and City Clerk are authorized to execute the same on behalf of the City.

BE IT FURTHER RESOLVED that Police Department Staff is hereby directed to take such steps as are necessary to effectuate the intention of this Resolution.

Dated this _____ day of _____, 2024.

City of New Berlin

By: _____
Mayor David Ament

City of New Berlin

By: _____
Rubina Medina, City Clerk

MUTUAL AID AGREEMENT

Pursuant to the authority granted by Wis. Stat. § 66.0301, this Mutual Aid Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____, 2024, by and between the Cities of Delafield, Muskego and New Berlin, and the Villages of Chenequa, Elm Grove, Hartland, Mukwonago, and Pewaukee (hereinafter collectively referred to as "SCIT") and the City of Brookfield (hereinafter referred to as "Brookfield").

WHEREAS, the Cities of Brookfield, Delafield, Muskego and New Berlin, as well as the Villages of Chenequa, Elm Grove, Hartland, Mukwonago, and Pewaukee have entered into the Suburban Critical Incident Team Mutual Aid Agreement ("SCIT Agreement") pursuant to Wisconsin Statutes Section 66.0301 for purposes of providing mutual aid for police Tactical Incidents between the various communities to address situations which may occur that are beyond the ability of any one of the individual participating communities to deal with in terms of personnel, equipment, and available resources; and

WHEREAS, the SCIT Agreement acknowledges and is subject to Wisconsin Statute § 66.0313 dealing with law enforcement mutual assistance; Wisconsin Statute § 66.0513, dealing with police pay when acting outside a municipality or county; Wisconsin Statute § 895.35, dealing with expenses and actions against municipal and other officers; and § 895.46, dealing with judgments being paid by political subdivisions regarding judgments taken against officers; and

WHEREAS, Brookfield is interested in enabling members of its Fire Department to receive training regarding Tactical Emergency Medical Services (hereinafter referred to as "TEMS"), as well as having its employees, who are trained and certified to provide TEMS, available to provide TEMS during SCIT Tactical Incidents; and

WHEREAS, the SCIT and Brookfield wish to formalize their intergovernmental cooperation and mutual aid agreement through this Agreement.

NOW, THEREFORE, SCIT and Brookfield do hereby covenant and agree as follows:

1. For purposes of this Agreement, the following definitions shall apply:

    a. **Aiding Agency** – A municipality furnishing emergency services equipment and personnel to a Requesting Agency, pursuant to this Agreement.
    b. **Mutual Aid** – services provided by an Aiding Agency to a Requesting Agency outside the Aiding Agency's home jurisdiction due to a Tactical Incident.
    c. **Requesting Agency** – a municipality requesting emergency services equipment and personnel due to a Tactical Incident.
    d. **Tactical Incident** – an emergency situation or potential situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local government.

2. Brookfield and the SCIT acknowledge they have been duly authorized by the municipalities participating in this SCIT and its governing body to enter into, and

from time to time execute, agreements with other municipalities for mutual aid related to fire and police services.

3. The parties acknowledge that whenever a Tactical Incident occurs that is of such magnitude and consequence that results in utilization of the SCIT team, the availability and assistance of emergency medical personnel who have received training and are certified to provide TEMS would be beneficial.

4. In consideration of Brookfield permitting TEMS-certified staff to assist the SCIT on a mutual aid basis, SCIT agrees to assist Brookfield in training of its Fire Department personnel for TEMS so as to obtain certification for Brookfield Fire Department personnel to provide TEMS.

5. To ensure operational readiness, Brookfield agrees to regularly have its Fire Department's TEMS personnel attend SCIT training as required by the SCIT Governing Board and any policies or procedures issued by the Board.

6. Whenever a Tactical Incident occurs or is likely to occur, the Senior On-duty Officer of the Requesting Agency shall request trained TEMS Brookfield Fire Department personnel who have been approved by the SCIT Governing Board to aid the SCIT. The Senior On-duty Officer of Brookfield's Fire Department, upon receiving a request from the Senior On-duty Officer of the Requesting Agency, shall determine as soon as reasonably practicable what resources of the Brookfield Fire Department are required to address the situation and, in addition, to determine if the required equipment and personnel can be committed in response to the request from the Requesting Agency. If a determination is made by the Brookfield Fire Department Senior On-duty Officer that staff and equipment are available and can be deployed in response to the incident, the Brookfield Fire Department Supervisor shall dispatch, as soon as possible, the personnel and equipment to the Requesting Agency in accordance with the SCIT's Governing Board's policies and/or procedures.

7. The rendering of assistance by the Brookfield Fire Department, under the terms of this Agreement, is not mandatory. The Brookfield Fire Department Senior On-duty Officer may determine not to respond, for example, if the available personnel and equipment are required for the protection of Brookfield Fire Department's home jurisdiction. In that event, the Brookfield Fire Department's Senior On-duty Officer must immediately notify the Requesting Agency of that circumstance.

8. The Senior On-duty Officer of the Requesting Agency shall assume full responsibility and incident command for the operations for the Tactical Incident along with the SCIT Tactical Commander,. The Brookfield Fire Department's TEMS personnel shall be fully responsible, however, for operational decisions involving medical treatment in coordination with the Senior On-Duty Officer of the Requesting Agency and the SCIT Tactical Commander.

9. The Requesting Agency may request mutual aid under this Agreement only for Tactical Incidents. The Brookfield Fire Department TEMS personnel will be released and returned to duty in their home jurisdiction as soon as the situation is restored to the point where the assistance of the Brookfield Fire Department's TEMS personnel are no longer necessary. The Brookfield Fire Department may also request that their personnel return to duty in their home jurisdiction at any time, upon notifying the SCIT Tactical Commander, if the Brookfield Fire Department's senior on-duty officer determines the required equipment and personnel can no longer be committed to the Tactical Incident.

10. Each participating agency of SCIT and the Brookfield Fire Department assume the responsibility, including legal and financial responsibility, for members of their own departments acting pursuant to this Agreement. All expenses incurred during participation in this Agreement shall be borne by each party, and parties shall not be required to pay or reimburse any other party for any expenses incurred in the course of participation, except as set forth in this paragraph. In the case of highly unusual or excessively burdensome expenses, worker's compensation, or significant events involving death or serious injury to an officer or personnel, Wis. Stat. §§ 66.0313 and 66.0513 will apply, including for the Brookfield Fire Department under this Agreement, and an Aiding Agency may submit requests for reimbursement to the Requesting Agency. Nothing herein shall be interpreted to prevent the parties from voluntarily cooperating in the services contemplated by this Agreement, including voluntary sharing of equipment or facilities and voluntarily providing services without seeking reimbursement of costs. Each party hereby authorizes its Chief/Sheriff to exercise discretion in cooperating with the other parties.

11. The Brookfield Fire Department may withdraw from participation in this Agreement upon ninety (90) days written notice to the other parties. The SCIT municipalities may withdraw from participation in this Agreement upon 90 days written notice to the Brookfield Fire Department upon a majority vote of the SCIT Governing Board.

12. Except as set forth in Section 10 above, the parties to this Agreement acknowledge that the provisions of Wisconsin Statutes §§ 66.0313, 66.0513, 895.35 and 895.46 are incorporated into this Agreement and shall apply to this relationship between the parties. To ensure compliance with state law and to avoid ambiguity, all future amendments and recodification of the foregoing statutes and judicial interpretations thereof are incorporated herein and shall apply.

13. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the ability of municipality or its insurer to rely upon the limitations, defenses and immunities set forth under Wisconsin law, including those contained under Wisconsin Statute §§ 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall

not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims under Wisconsin Law.

14. Each party shall maintain insurance coverage to protect against risks arising out of this Agreement, which shall include general liability coverage with contractual liability coverage, automobile liability coverage, workers compensation coverage and such additional coverage in amounts as further specified by the Chiefs or parties.

15. This Agreement is solely between the parties, each of whom acts individually in the performance of this Agreement. There are no third-party beneficiaries to this Agreement and no separate entities are hereby created.

16. This Agreement shall become effective upon its passage and publication by each party's governing body, in the manner provided by law, and its execution by the authorized officials.

17. This Agreement may be executed in multiple counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered in original form or electronically shall be effective.

18. This Agreement may be amended, but only in writing duly executed by all the parties.

19. The provisions of this Agreement are severable and if a court of competent jurisdiction holds any portion of this Agreement unconstitutional or invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

[Signature Pages to Follow]

SCIT:
City of Brookfield

By: _____ By: _____
Mayor Steven V. Ponto Police Chief James Adlam

_____ _____
Michelle Luedtke, City Clerk David Mason, Fire Chief

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Seven V. Ponto, Michelle Luedtke, David Mason, and James Adlam, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Renee Tadych, Deputy City Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

SCIT:
City of Delafield

By: _____ By: _____
Mayor Kent Atwell Police Chief Landon Nyren

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Kent Atwell and Landon Nyren, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Molly Schneider, City Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

SCIT:
City of Muskego

By: _____ By: _____
Mayor Rick Petfalski Police Chief Steve Westphal

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Rick Petfalski and Steve Westphal, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Kerri Roller, City Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

****

SCIT:
City of New Berlin

By: _____ By: _____
Mayor David Ament Police Chief Jeff Hingiss

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named David Ament and Jeff Hingiss, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Rubina Medina, City Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

****

SCIT:
Village of Chenequa

By: _____ By: _____
President JoAnn Villacencio Police Chief Dan Neumer

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named JoAnn Villacencio and Dan Neumer, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Deanna Braunshweig, Village Clerk-Treasurer
Notary Public, State of Wisconsin
My Commission expires: _____

****

SCIT:
Village of Elm Grove

By: _____ By: _____
President Jim Koleski Police Chief Jason Hennen

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Jim Koleski and Jason Hennen, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Thomas Harrigan, Interim Village Clerk-Treasurer
Notary Public, State of Wisconsin
My Commission expires: _____

****

SCIT:
Village of Hartland

By: _____ By: _____
President Jeffrey Pfannerstill Police Chief Torin Misko

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Jeffrey Pfannerstill and Torin Misko, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Sandee Policello, Village Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

****

SCIT:
Village of Mukwonago

By: _____ By: _____
President Fred Winchowky Police Chief Dan Streit

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Fred Winchowky and Dan Streit, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Diana Dykstra, Village Clerk-Treasurer
Notary Public, State of Wisconsin
My Commission expires: _____

****

SCIT:
Village of Pewaukee

By: _____ By: _____
President Jeff Knutson Police Chief Tim Heier

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Jeff Knutson and Tim Heier, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Cassandra Smith, Village Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

****

REQUESTED ACTION STATEMENT

DATE: March 31, 2024

TO: Mayor Ament
Common Council

FROM: Jeff Hingiss - Chief of Police

ISSUE: Recommend to Council – Approval of Resolution 2024-07
Resolution to Approve the Mutual Aid Agreement with SCIT and Lake Country Fire and Rescue

REQUESTED: Recommend to Council of Resolution 2024-07 to Approve the Suburban Critical Incident Team Mutual Aid Agreement (SCIT) with Lake Country Fire and Rescue

FISCAL IMPACT:

The purpose of SCIT is to partner with surrounding agencies so that no one agency is required to handle dangerous or complicated scenarios on their own. This agreement will allow for emergency medical services personnel to co-respond to tactical incidents or training with police personnel.

While a community providing aide can decide to bill another municipality who is requesting assistance, this does not regularly happen. For the purposes of this agreement, Lake Country Fire and Rescue personnel who are providing aid to New Berlin will remain as Lake Country Fire and Rescue employees for pay, benefits, and day to day expenses, but in the case of highly unusual or burdensome expenses, worker's compensation, or significant events involving death or serious injury to personnel, the Lake Country Fire and Rescue could request reimbursement from the city of New Berlin in the event we were the "requesting" agency.

RATIONALE:

Municipalities involved with SCIT have been partnering with each other since 2013. The New Berlin Police Department depends on these resources for a variety of high risk, low frequency incidents. When requested to respond under this agreement, the selected Lake Country Fire Department personnel will support team operations with Tactical Emergency Medical Services. This support will enhance the safety of involved SCIT personnel and our citizens.

Although the New Berlin FD has not entered into a similar agreement with the SCIT municipalities, the New Berlin Fire Department administration has been briefed on the agreement. The New Berlin Fire Department administration supports the use of these personnel during a tactical incident.

RESOLUTION NO. 2024-07
RESOLUTION TO APPROVE THE SUBURBAN CRITICAL
INCIDENT TEAM MUTUAL AID AGREEMENT WITH LAKE COUNTRY FIRE AND RESCUE

WHEREAS, the Suburban Critical Incident Team (SCIT) has effectively provided law enforcement mutual aid to its participants since 2013; and

WHEREAS, the SCIT has trained police officers in Tactical Emergency Medical Services (TEMS); and

WHEREAS, the SCIT has identified the need for paramedic trained fire personnel to be assigned to the team to provide TEMS during tactical incidents and team training; and

WHEREAS, we have now received a recommendation from Chief Jeff Hingiss recommending that we enter into a Mutual Aid Agreement with Lake Country Fire and Rescue, which will provide enhanced medical services to the team and will coordinate with the New Berlin Fire Department personnel to better serve team personnel and the citizens they serve.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of New Berlin that the SCIT Mutual Aid Agreement with Lake Country Fire and Rescue is hereby approved and that the Mayor and City Clerk are authorized to execute the same on behalf of the City.

BE IT FURTHER RESOLVED that Police Department Staff is hereby directed to take such steps as are necessary to effectuate the intention of this Resolution.

Dated this _____ day of _____, 2024.

City of New Berlin

By: _____
Mayor David Ament

City of New Berlin

By: _____
Rubina Medina, City Clerk

MUTUAL AID AGREEMENT

Pursuant to the authority granted by Wis. Stat. § 66.0301, this Mutual Aid Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____, 2024, by and between the Cities of Brookfield, Muskego, and New Berlin, and the Villages of Elm Grove, Hartland, Mukwonago, and Pewaukee (hereinafter collectively referred to as "SCIT") and the LAKE COUNTRY FIRE AND RESCUE FIRE BOARD (hereinafter referred to as the "Board").

WHEREAS, the Cities of Brookfield, Delafield, Muskego and New Berlin, as well as the Villages of Chenequa, Elm Grove, Hartland, Mukwonago, and Pewaukee have entered into the Suburban Critical Incident Team Mutual Aid Agreement ("SCIT Agreement") pursuant to Wisconsin Statutes Section 66.0301 for purposes of providing mutual aid between the various communities to address situations which may occur that are beyond the ability of any one of the individual participating communities to deal with in terms of personnel, equipment, and available resources; and

WHEREAS, the SCIT Agreement acknowledges and is subject to Wisconsin Statute § 66.0313 dealing with law enforcement mutual assistance; Wisconsin Statute § 66.0513, dealing with police pay when acting outside a municipality or county; Wisconsin Statute § 895.35, dealing with expenses and actions against municipal and other officers; and § 895.46, dealing with judgments being paid by political subdivisions regarding judgments taken against officers; and

WHEREAS, the Board is responsible for overseeing the operation of the Lake Country Fire and Rescue, which was created by an Inter-municipal Agreement between the Villages of Chenequa, Nashotah, Oconomowoc Lake and Wales, as well as the Towns of Delafield and Genesee, and the City of Delafield for the purpose of providing fire and paramedic protection by a Joint Fire Department; and

WHEREAS, the Board is interested in enabling members of its Department to receive training regarding Tactical Emergency Medical Services (hereinafter referred to as "TEMS"), as well as qualifying employees of the Lake Country Fire Department (hereinafter referred to as the "LCFR Department"), who are trained and certified to provide TEMS, available to provide TEMS during SCIT Tactical Incidents; and

WHEREAS, the SCIT and the Board wish to formalize their intergovernmental cooperation and mutual aid agreement through this Agreement.

NOW, THEREFORE, SCIT and the Board do hereby covenant and agree as follows:

1. For purposes of this Agreement, the following definitions shall apply:

    a. **Aiding Agency** – A municipality furnishing emergency services equipment and personnel to a Requesting Agency, pursuant to this Agreement.

b. **Mutual Aid** – services provided by an Aiding Agency to a Requesting Agency outside the Aiding Agency's home jurisdiction due to a Tactical Incident.
c. **Requesting Agency** – a municipality requesting emergency services equipment and personnel due to a Tactical Incident.
d. **Tactical Incident** – an emergency situation or potential situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local government.

2. The Board and the SCIT acknowledge they have been duly authorized by the municipalities participating in this SCIT and the LCFR Department to enter into, and from time to time execute, agreements with other municipalities for mutual aid related to fire and police services.

3. The parties acknowledge that whenever a Tactical Incident occurs that is of such magnitude and consequence that results in utilization of the SCIT team, the availability and assistance of emergency medical personnel who have received training and are certified to provide TEMS would be beneficial.

4. In consideration of the Board permitting TEMS-certified staff to assist the SCIT on a mutual aid basis, SCIT agrees to assist the LCFR Department in training of LCFR Department personnel for TEMS so as to obtain certification for LCFR Department personnel to provide TEMS.

5. To ensure operational readiness, the LCFR Department agrees to regularly have TEMS personnel attend SCIT training as required by the SCIT Governing Board and any policies or procedures issued by the Board.

6. Whenever a Tactical Incident occurs or is likely to occur, the Senior On-duty Officer of the Requesting Agency shall request trained TEMS LCFR personnel who have been approved by the SCIT Governing Board to aid the SCIT. The Senior On-duty Officer of the LCFR Department, upon receiving a request from the Senior On-duty Officer of the Requesting Agency, shall determine as soon as reasonably practicable what resources of the LCFR Department are required to address the situation and, in addition, to determine if the required equipment and personnel can be committed in response to the request from the Requesting Agency. If a determination is made by the LCFR Senior On-duty Officer that staff and equipment are available and can be deployed in response to the incident, the LCFR Department Supervisor shall dispatch, as soon as possible, the personnel and equipment to the Requesting Agency in accordance with the SCIT's Governing Board's policies and/or procedures.

7. The rendering of assistance by the LCFR Department, under the terms of this Agreement, is not mandatory. The LCFR Senior On-duty Officer may determine not to respond, for example, if the available personnel and equipment are required for the protection of the LCFR's home jurisdiction. In that event, the LCFR

Department's Senior On-duty Officer must immediately notify the Requesting Agency of that circumstance.

8. The Senior On-duty Officer of the Requesting Agency shall assume full responsibility and incident command for the operations for the Tactical Incident along with the SCIT Tactical Commander,. The LCFR Department TEMS personnel shall be fully responsible, however, for operational decisions involving medical treatment in coordination with the Senior On-Duty Officer of the Requesting Agency and the SCIT Tactical Commander.

9. The Requesting Agency may request mutual aid under this Agreement only for Tactical Incidents. The LCFR Department TEMS personnel will be released and returned to duty in their home jurisdiction as soon as the situation is restored to the point where the assistance of the LCFR Department's TEMS personnel are no longer necessary. The LCFR Department may also request that their personnel return to duty in their home jurisdiction at any time, upon notifying the SCIT Tactical Commander, if the LCFR Department's senior on-duty officer determines the required equipment and personnel can no longer be committed to the Tactical Incident.

10. Each participating agency of SCIT and the LCFR Department assume the responsibility, including legal and financial responsibility, for members of their own departments acting pursuant to this Agreement. All expenses incurred during participation in this Agreement shall be borne by each party, and parties shall not be required to pay or reimburse any other party for any expenses incurred in the course of participation, except as set forth in this paragraph. In the case of highly unusual or excessively burdensome expenses, worker's compensation, or significant events involving death or serious injury to an officer or personnel, Wis. Stat. §§ 66.0313 and 66.0513 will apply, including for LCFR under this Agreement, and an Aiding Agency may submit requests for reimbursement to the Requesting Agency. Nothing herein shall be interpreted to prevent the parties from voluntarily cooperating in the services contemplated by this Agreement, including voluntary sharing of equipment or facilities and voluntarily providing services without seeking reimbursement of costs. Each party hereby authorizes its Chief/Sheriff to exercise discretion in cooperating with the other parties.

11. The LCFR Department may withdraw from participation in this Agreement upon ninety (90) days written notice to the other parties. The SCIT municipalities may withdraw from participation in this Agreement upon 90 days written notice to the LCFR Department upon a majority vote of the SCIT Governing Board.

12. Except as set forth in Section 10 above, the parties to this Agreement acknowledge that the provisions of Wisconsin Statutes §§ 66.0313, 66.0513, 895.35 and 895.46 are incorporated into this Agreement and shall apply to this relationship between the parties. To ensure compliance with state law and to avoid ambiguity, all future

amendments and recodification of the foregoing statutes and judicial interpretations thereof are incorporated herein and shall apply.

13. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the ability of municipality or its insurer to rely upon the limitations, defenses and immunities set forth under Wisconsin law, including those contained under Wisconsin Statute §§ 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims under Wisconsin Law.

14. Each party shall maintain insurance coverage to protect against risks arising out of this Agreement, which shall include general liability coverage with contractual liability coverage, automobile liability coverage, workers compensation coverage and such additional coverage in amounts as further specified by the Chiefs or parties.

15. This Agreement is solely between the parties, each of whom acts individually in the performance of this Agreement. There are no third-party beneficiaries to this Agreement and no separate entities are hereby created.

16. This Agreement shall become effective upon its passage and publication by each party's governing body, in the manner provided by law, and its execution by the authorized officials.

17. This Agreement may be executed in multiple counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered in original form or electronically shall be effective.

18. This Agreement may be amended, but only in writing duly executed by all the parties.

19. The provisions of this Agreement are severable and if a court of competent jurisdiction holds any portion of this Agreement unconstitutional or invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

[Signature Pages to Follow]

SCIT:
City of Brookfield

By: _____ By: _____
Mayor Steven V. Ponto Police Chief James Adlam

_____
Michelle Luedtke, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Seven V. Ponto, Michelle Luedtke, and James Adlam, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Renee Tadych, Deputy City Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

SCIT:
City of Muskego

By: _____ By: _____
Mayor Rick Petfalski Police Chief Steve Westphal

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Rick Petfalski and Steve Westphal, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Kerri Roller, City Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

****

SCIT:
City of New Berlin

By: _____ By: _____
Mayor David Ament Police Chief Jeff Hingiss

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named David Ament and Jeff Hingiss, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Rubina Medina, City Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

****

SCIT:
Village of Elm Grove

By: _____ By: _____
President Jim Koleski Police Chief Jason Hennen

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Jim Koleski and Jason Hennen, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Thomas Harrigan, Interim Village Clerk-Treasurer
Notary Public, State of Wisconsin
My Commission expires: _____

****

SCIT:
Village of Hartland

By: _____ By: _____
President Jeffrey Pfannerstill Police Chief Torin Misko

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Jeffrey Pfannerstill and Torin Misko, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Sandee Policello, Village Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

****

SCIT:
Village of Mukwonago

By: _____ By: _____
President Fred Winchowky Police Chief Dan Streit

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Fred Winchowky and Dan Streit, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Diana Dykstra, Village Clerk-Treasurer
Notary Public, State of Wisconsin
My Commission expires: _____

****

SCIT:
Village of Pewaukee

By: _____ By: _____
President Jeff Knutson Police Chief Tim Heier

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Jeff Knutson and Tim Heier, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Cassandra Smith, Village Clerk
Notary Public, State of Wisconsin
My Commission expires: _____

****

LCF Department
(Lake Country Fire Department):
City of Delafield, Village of Chenequa, Village of Nashotah, Village of Oconomowoc Lake, Village of Wales, Town of Delafield and Town of Genesee

By: _____ By: _____
Rob Bennett, LCFR Fire Board President Fire Chief Matt Fenning

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named Rob Bennett and Matt Fenning, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

_____
Notary Public, State of Wisconsin
My Commission expires: _____