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City Administrator's Office

SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES BOARD

Wednesday, October 26, 2022

5:30 PM

Thiensville Village Hall

Agenda

- 1) Call to Order, Roll Call
- 2) Approval of Meeting Minutes 9-21-22
 - a. 9-21-22 Southern Ozaukee Fire & EMS Minutes
- 3) Review and Discussion Items
 - a. Operation Accomplishments Since September 21, 2022
 - b. Merger Related Action Items to be Completed Prior to January 1, 2023
 - c. Staffing Trendline
 - d. Staffing/Battalion Chief Update
 - e. Department of Health Flexgrant Award
 - f. 2023 SOFD Budget Adoption By City of Mequon and Village of Thiensville
- 4) Review and Approve
 - a. Letter of Engagement for Labor Attorney Services
 - b. Ozaukee County Dispatch Agreement
- 5) Next Meeting Date/Time
 - a. TBD
- 6) Adjourn

Dated: October 26, 2022

/s/ Van Mobley, Chair

.....
Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the City Administrator's Office at 262-236-2941, Monday through Friday, 8:00 AM – 4:30 PM



VILLAGE OF THIENSVILLE
Southern Ozaukee Fire & EMS Board
MINUTES

DATE: Wednesday, September 21, 2022

LOCATION: 250 Elm Street, Thiensville, WI

TIME: 5:30 PM

I. CALL TO ORDER

President Mobley called the meeting to order at 5:31 PM.

II. ROLL CALL

MEQUON MAYOR ANDREW NERBUN
MEQUON ADMINISTRATOR WILL JONES
MEQUON ALDERMAN BRIAN PARRISH
MEQUON ALDERWOMAN KATHLEEN SCHNEIDER

THIENSVILLE PRESIDENT VAN MOBLEY
THIENSVILLE ADMINISTRATOR COLLEEN LANDISCH-HANSEN
THIENSVILLE TRUSTEE KRISTINA ECKERT

III. APPROVAL OF MINUTES

A. August 31, 2022 (att)

MOTION by Alderwoman Schneider, **SECONDED** by Mayor Nerbun to approve the August 31, 2022, Minutes. **MOTION CARRIED UNANIMOUSLY.**

IV. REVIEW AND DISCUSSION ITEMS

A. Operational Accomplishments Since August 31, 2022

Chief Bialk provided an update on accomplishments since August 31, 2022.

B. Merger Related Action Items to be Completed Prior to January 1, 2023

Chief Bialk provided an update on the status of action items to be completed by January 1, 2023. Chief Bialk noted the City of Mequon will use Ozaukee County for all dispatching

starting January 1, 2023. Deputy Chief Zellman is working with surrounding municipalities on the paramedic intercept agreements.

V. REVIEW AND APPROVE

A. Subrecipient Agreement Between Ozaukee County and Grantee (att)

Administrator Landisch-Hansen noted that some municipalities have voiced concern about the level of documentation required to receive ARPA funds. The Subrecipient Agreement will be brought back for consideration after it is reviewed by attorneys.

No action taken.

B. 2023 Southern Ozaukee Fire and Emergency Medical Services Department Fee Schedule (att)

Chief Bialk noted modifications were made based on discussion at the August 31, 2022, meeting. There was a discussion regarding tents and food trucks. Trustee Eckert inquired about conducting inspections at festivals and food trucks and charging vendors for those inspections. She noted no inspections took place at the recent Taste of Mequon. Administrator Jones suggested researching the impact that inspections related to festivals and food trucks have on the Fire Department in terms of costs, potential revenue and staffing. Chief Bialk will bring the matter back for further discussion.

MOTION by Alderman Parrish, **SECONDED** by Alderwoman Schneider to approve 2023 Southern Ozaukee Fire and Emergency Medical Services Department Fee Schedule. **MOTION CARRIED UNANIMOUSLY.**

C. Resolution for Inclusion into Group Health Insurance, Income Continuation and Group Life Insurance (att)

Chief Bialk noted that Board action to approve inclusion in group health insurance and life insurance coverage for employees must be taken. President Mobley added the benefits are equivalent to those currently offered by each community.

MOTION by Alderwoman Schneider, **SECONDED** by Mayor Nerbun to Approve Inclusion in Group Health Insurance Coverage. **MOTION CARRIED UNANIMOUSLY.**

MOTION by Mayor Nerbun, **SECONDED** by Alderwoman Schneider to Approve Inclusion in Income Continuation Coverage. **MOTION CARRIED UNANIMOUSLY.**

MOTION by Alderwoman Schneider, **SECONDED** by Alderman Parrish to Approve Inclusion in Group Life Insurance Coverage. **MOTION CARRIED UNANIMOUSLY.**

D. Proposed Draft 2023 Budget (att)

Administrator Landisch-Hansen presented the 2023 draft budget. The draft budget recommended for approval includes four full-time firefighter/paramedics to be hired early in 2023 and another mid-year. Chief Bialk noted that hiring four full-time firefighter/paramedics will bring full-time staff to 15. Administrator Jones added that the proposed budget gets the two communities to the cost-sharing levels set out in the agreement.

MOTION by Trustee Eckert, **SECONDED** by Mayor Nerbun to approve the Proposed 2023 Budget.

Ayes: Mayor Nerbun, Alderman Parrish, Alderwoman Schneider, President Mobley and Trustee Eckert

Naes: None

MOTION CARRIED.

VI. UPDATE - THIENSVILLE FIRE DEPARTMENT CORPORATION

No update.

VII. NEXT MEETING DATE/TIME

A. TBD

The next meeting is scheduled for Wednesday, October 26 at 5:30 PM at Thiensville Village Hall.

VIII. ADJOURNMENT

MOTION by Alderman Parrish, **SECONDED** by Mayor Nerbun to Adjourn the Meeting at 6:36 PM. **MOTION CARRIED UNANIMOUSLY.**

Submitted by,

Gary Achterberg
Village of Thiensville
Administrative Assistant

Signed by,

Amy L. Langlois
Village of Thiensville
Village Clerk/Deputy Treasurer

TAGLaw International Lawyers

Kyle J. Gulya

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608-316-3177

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VIA EMAIL ONLY - dbialk@ci.mequon.wi.us

October 5, 2022

Southern Ozaukee Fire and Emergency Medical Services Department
 Attn: Fire Chief Dave Bialk
 11333 N. Cedarburg Road
 Mequon, WI 53092

Re: Engagement of Services

Dear Chief Bialk:

Thank you for the opportunity to continue our representation of the Southern Ozaukee Fire and Emergency Medical Services Department. Our goal is to affirm the foundational elements of a sound relationship and to have a clear understanding of the terms and conditions upon which we will provide legal services. The purpose of this letter is to state those terms and conditions.

SCOPE OF SERVICES

We have been asked to represent the Southern Ozaukee Fire and Emergency Medical Services Department (the “Department”) and render legal advice in connection with labor and personnel matters and corresponding tangential legal matters. From time to time, our firm may be asked by representatives of the Department to render legal advice involving other matters, and this letter will apply to services that we agree to undertake related to other matters.

RESPONSIBILITIES

In reliance upon information and guidance provided by the Department, we will provide legal services and assistance in accordance with this letter.

POTENTIAL CONFLICTS OF INTEREST

We are a relatively large law firm and we represent many companies, government entities, and individuals. The Department understands that the Firm may represent clients, including City of Mequon, who may have interests adverse to the Department in a wide variety of matters (including financing, environmental, real estate, ordinance compliance, tax and litigation, in which the Department has separate counsel); that the Firm’s ability to represent the Department for the matters identified in this letter is not limited by the representation of the Firm’s other clients in such other

Attachment: 2022 Engagement Letter (Southern Ozaukee Fire and EMS Dept) (7857 : 2022 Engagement Letter)

matters, and that the Department waives all current and future conflicts in those areas up to and including litigation against the Department in those areas.

Your signature on this letter confirms our understanding that nothing in this engagement shall preclude the Firm from representing the interests of other clients or any related entities in the future, including the City of Mequon and the Village of Thiensville, and in the event the interests of these clients or related entities become adverse at some point to the Department, the Department has agreed that nothing in this engagement shall prohibit the Firm, at the election of those clients or related entities, from representing those clients or related entities in connection with those matters, provided that the attorneys involved in those representations are different from the attorneys serving the Department.

FEES FOR LEGAL SERVICES

Our fees for legal services will be based on the amount of time expended and the hourly rates of the attorneys and paralegals who render the services. Payment of our invoices is due upon receipt. We normally send monthly statements.

Our billing rates (which may be adjusted annually) for the labor and employment attorneys we anticipate may be doing work for you will be billed at a blended rate of \$315.00 per hour for 2022 and 2023. Please note that if there is an increase in this hourly rate, we will give appropriate notice to the Department of this increase. Other non-labor and employment attorneys or paralegals may be necessary for a project, and they will be billed at their customary hourly rates. We also bill for out-of-pocket disbursements, which will be shown on the statements. Payment for such disbursements is also due upon receipt of the statements.

COMMUNICATION BY E-MAIL

Our firm primarily communicates with its clients via unencrypted internet e-mail. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within our internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers. **We understand we may use unencrypted e-mail to communicate with you unless you advise us not to do so.**

FILE RETENTION AND DESTRUCTION

In accordance with our records retention policy, most paper and electronic records that we maintain are subject to a 10-year retention period from the last matter activity date or whatever date we deem appropriate. Extended retention periods may apply to certain types of matters or pursuant to the Department's specific directives.

After the expiration of the applicable retention period, we will destroy the records without further notice, unless the Department notifies us otherwise. At the conclusion of this matter, the Department may opt to retrieve the Department's records from our firm. We are happy to accommodate you in this regard.

LIMITED LIABILITY

von Briesen & Roper, s.c., is a limited liability entity under Wisconsin law. This means that if we fail to perform our duties in our representation, and that failure causes the Department damages, our firm and the shareholder(s) directly involved in the representation may be responsible for those damages, but the firm's other shareholders will not be personally responsible.

MISCELLANEOUS

Enclosed is a statement entitled "General Provisions" setting forth additional terms and conditions which are incorporated into this letter and apply to our representation to the extent they are not inconsistent with the terms of this letter.

The Department has the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the Department of the obligation to pay for all services rendered and disbursements and other charges made or incurred on its behalf prior to the date of termination.

We reserve the right to withdraw from our representation with consent or for good cause. Good cause may include failure to honor the terms of this engagement letter, failure to pay amounts billed in a timely manner, failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical.

We are pleased to have this opportunity to be of service to the Department. If at any time during the course of our representation you have any questions or comments about our costs, services or any aspect of how we provide services, then please call me.

If the foregoing is acceptable to the Department, then we ask that an authorized representative of the Department sign a copy of this letter acknowledging consent, and return it to us for our files. Thank you again for the opportunity to represent the Department. Please feel free to call me if you have any comments or questions.

Very truly yours,

von BRIESEN & ROPER, s.c.



Kyle J. Gulya

I have read the above letter and I am authorized on behalf of the Southern Ozaukee Fire and Emergency Medical Services Department to consent to services by von Briesen & Roper, s.c. as outlined in this letter.

By: _____ Date: _____
_____, Authorized Representative

von Briesen & Roper, s.c.

GENERAL PROVISIONS

Except as modified by the acDepartmenting engagement letter, the following provisions will apply to the relationship between von Briesen & Roper, s.c., and our clients:

- (1) The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client, a client's representatives, counsel, witnesses, consultants, court personnel, and others with whom we communicate to handle a matter; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting letters, pleadings, briefs, and other documents; travel time; waiting time in court or elsewhere; and time in depositions and other discovery proceedings.
- (2) Clients are responsible for payment to reimburse us for costs incurred in performing services such as messenger and delivery, air freight, computerized research, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), court costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge, at any time or from time to time, as we deem appropriate, in light of our direct costs, our estimated overhead allocable to the services, and outside competitive rates. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, the client.
- (3) We may, on occasion, furnish estimates of fees or charges we anticipate will be incurred on a client's behalf, these estimates are by their nature inexact. We are not bound by any estimates except as expressly set forth in the engagement letter or otherwise agreed to by us in writing.
- (4) Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. We expect prompt payment.
- (5) A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of termination.

- (6) We reserve the right to withdraw from our representation with the client's consent or for good cause. Good cause may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of withdrawal.

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Ozaukee County Dispatch Agreement

Background:

This resolution includes the formal written agreement between Ozaukee County, The City of Mequon, and The Southern Ozaukee Fire and Emergency Medical Services Department.

The City of Mequon, like all dispatch centers across the country, is experiencing a staffing shortage. The City has worked to increase pay and enhance technology, but staffing still continues to be a challenge. The City has had to call for emergency assistance from Ozaukee County on its overnight hours due to the lack of dispatch staffing. All other municipalities in Ozaukee County, except for Cedarburg, have already consolidated their dispatch centers with Ozaukee County. Cedarburg has consolidated its overnight hours with Ozaukee County, but still maintains first and second shift.

With the consolidation of the Mequon and Thiensville Fire Departments into the Southern Ozaukee Fire and Emergency Medical Services Department maintaining an individual dispatch center has become more complicated. The consolidation of communications services with Ozaukee County would provide a single answering point for the public to call in an emergency.

Over the last few years, the Ozaukee County Communications Center has expanded significantly. The center has increased its workstations, upgraded technology, and become accredited with Emergency Medical Dispatch operations. As it stands today, Ozaukee County is already the first answering point for all cellular phone calls dialing 911 in Ozaukee County.

Analysis:

The consolidation of communications services beginning in 2023 will provide a single answering point for the public to call during an emergency. This will streamline call times and reduce the transferring of emergency 911 calls. Consolidation of services will also eliminate the competition between the City and the County for qualified applicants. In addition, consolidation will reduce technology costs related to the 911 Public Safety Answering Point System currently in place in the City, as the equipment for Next Generation 911 and upcoming Text to 911 starts to be required by the State of Wisconsin. The consolidation is anticipated to take place by the first of next year.

The Mequon Public Safety Building will still maintain lobby service seven days a week during daytime hours. The lobby will always remain open, even during overnight hours, and a phone directly connected with an Emergency Dispatcher will be in place to aid when no one is in the office to personally answer the lobby window. The City has also created an emergency locking safe room in the event someone is in need of a secure area to protect themselves from harm during an emergency. The lobby has also been outfitted with an Emergency Defibrillator and Camera Access by Ozaukee County to view the Mequon Safety building lobby. As indicated, a full consolidation of Mequon's emergency dispatching services with Ozaukee County is anticipated to occur by January 1, 2023.

The attached agreement was authored by City Attorney Sajdak. Input was obtained from the Ozaukee County Sheriff, the Ozaukee County Administrator and Attorney. This agreement provides for the full transfer of dispatching services from the City to the County including all services required by the SOFD. The agreement provides for the obligations required of each of the three entities and protections for the City as well as the County if at some point in the future significant changes were to come in dispatching services.

The agreement provides the service from Ozaukee County is at no charge to the City. The costs involved in this consolidation come from tax levy reductions by the City of Mequon and Tax levy increases from the County of Ozaukee. A time analysis provided by the City to the Wisconsin Department of Revenue showed that currently Mequon Dispatchers spend one third of their time actually dispatching and the remaining two-thirds is spent performing other Police Department administrative tasks. The Department of Revenue agreed with the information provided in this time analysis and allowed for a tax levy reduction for the City of Mequon by one-third.

Moving forward the Police Department will continue to work with the Ozaukee Sheriff's Department to allow for a smooth transition. The SOFD is also scheduled to meet with the Sheriff as well to discuss operation functions moving forward.

Fiscal Impact:

There is no fee for the consolidation of services to Ozaukee County. The impacts are in the tax levy reductions and increases.

Recommendation:

A recommendation is forthcoming from the Committee of the Whole on October 27th, 2022.

**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