



AMENDED

**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, JULY 1, 2014
12:00 p.m. NOON
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
THAD G. BIRMINGHAM, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Presentation re: Fund for Lake Michigan.
6. Consideration of the following bills: General Fund – \$52,459.06, Capital Fund - \$212,777.64, Cable TV - \$4,685.00, TID #2 - \$65.00, TID #4 - \$3,560.50 and Solid Waste Enterprise Fund - \$17,480.65 for a grand total of \$291,027.85. [roll call]
7. CONSENT AGENDA
 - * All items listed with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.
 - * a. Approval of 6/17/14 regular Common Council minutes.
 - * b. Approval of the following minutes:
 - (1) Police & Fire Commission – 6/2/14
 - (2) Finance/Purchasing & Building Committee – 6/10/14
 - (3) Bicycle & Pedestrian Advisory Board – 6/12/14
 - * c. Consideration of: Approval of Beverage Operator licenses.
 - * d. Consideration of: Approval of Temporary Class B Beer and Temporary Class B Wine licenses.
 - * e. Consideration of: Approval of Temporary Class B Beer licenses.
 - * f. Consideration of: Approval of Class B Beer license.
 - * g. Consideration of: Approval of Noise Ordinance exception for Door County Fair from July 28, 2014 – August 6, 2014.
 - * h. *Community Protection & Services Committee recommendation re: Approval and acceptance of the Door County First Responder Group Agreement.*
8. Mayoral appointments.

9. Second reading of ordinance re: Repeal and recreate Section 12.016(1) and (3) of the Municipal Code – Health & Sanitation.
10. Parking & Traffic Committee recommendation re: Repaint the three parking spaces on Michigan Street at Market Square between 3rd and 4th Avenue.
11. Committee Chairperson Reports:
 - a. City Plan Commission
 - b. Finance/Purchasing & Building Committee
 - c. Park & Recreation Committee
12. Public comment on non-agenda items.
13. Mayor's comments.
14. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 10/27/14

Time: 1:40pm

By: JM

7h.

7h.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the approval and acceptance of the Door County First Responder Group Agreement.

Respectfully submitted,
COMMUNITY PROTECTION AND SERVICES COMMITTEE
By: Stewart Fett, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: October 10, 2013

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2014.

EXECUTIVE SUMMARY

TITLE: Consideration of the Door County Emergency Medical Responder, (EMR) Mutual Aid Agreement.

BACKGROUND: A mutual aid agreement has been drafted for review for each of the eleven EMR groups in Door County. This agreement essentially dictates that each group must cover their own employees for workers compensation and liability should they respond outside of their jurisdiction. It also identifies that there will be no other cost associated if mutual aid is received from another EMR group such as wages and supplies. This agreement is similar to the Door County Fire Mutual Aid Agreement that has been in effect for many years.

This agreement also provides for reimbursement from the County to the City in the amount of \$150.00 for each active EMR on the Fire Department

This would be a valuable agreement should a mass casualty incident occur in our area to insure timely treatment of the injured.

City Attorney Nesbitt has reviewed and revised this agreement and now agrees with the terms and conditions of the contract.

FISCAL IMPACT: Revenue of approximately \$4,350 annually from the County.

RECOMMENDATION: Approve the EMR Mutual Aid agreement as recommended by the Community and Protection Services Committee on Oct. 10, 2013.

PREPARED BY:



Tim Herflache
Fire Chief

6/23/14
Date

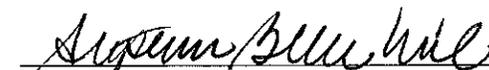
REVIEWED BY:



Stephanie Reinhardt
City Clerk/Human Resource Director

6/23/2014
Date

APPROVED BY:



Stephen McNeil
City Administrator

6/23/2014
Date

FIRST RESPONDER GROUP AGREEMENT

This Agreement is entered into this _____ day of _____, 2013, between the County of Door (hereinafter "County"), a public body corporate existing under the laws of the State of Wisconsin, _____, and _____ First Responder Service / Group (hereinafter "First Responder Group").

WHEREAS, County, by and through its Emergency Medical Services department (hereinafter "EMS") is the principal provider of emergency medical services (as defined in Sec. DHS 110.04(22) Wis. Adm. Code) within Door County;

WHEREAS, Door County's geography (and other factors) presents certain challenges (such as response time interval) to EMS in relation to identifying and coordinating emergency resources in response to a targeted emergency situation (i.e., disability, illness, or injury);

WHEREAS, First responders are an important component of any emergency medical services system. In some instances the early deployment, and early arrival time, of first responders may improve operational, financial, and medical outcomes; and

WHEREAS, A collaborative relationship (e.g., coordination and limited integration) by and between EMS and the First Responder Group is in their and the public's best interest.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. This Agreement shall become effective on May 1, 2013.
2. The First Responder Group represents that:
 - a. it is, and will remain, licensed by the Wisconsin Department of Health Services as a first responder group under Sec. 256.15(8) Wis. Stats. as defined in Sec.'s DHS 110.04(33) & 118.03(14) Wis. Adm. Code;
 - b. its members or employees are certified by the Wisconsin Department of Health Services as first responders pursuant to Sec.'s 256.01(9) & 256.15(8) Wis. Stats., and Sec.'s DHS 110.04(33) & 118.03(13); and
 - c. its members or employees will satisfactorily complete any instruction or training necessary to maintain or renew their certificate as a first responder.
3. The First Responder Group is a separate, distinct and independent entity from County. Nothing in, or done pursuant to, this agreement shall be construed to create the relationship of employer and employee, principal and agent, affiliate, partners, or a joint venture between County and the First Responder Group.
4. The First Responder Group agrees to respond *if and as available* to medical emergencies in accordance with the established policies and procedures created by EMS, and as the County's 911 Dispatch Center may deem advisable in the exercise of their discretion and judgment.

This will generally take the form of a specific request for aid to the First Responder Group by County through the public service access point and in conjunction with the dispatch of an EMS ambulance.

Each party shall notify the other, in writing, of any discretionary changes to policies, procedures, and protocols affecting the other party at least forty-five (45) days prior to the effective date of such change.
5. The First Responder Group should endeavor to operate within the limits of the law (including the Wisconsin Statutes, Wisconsin Administrative Code, and guidelines issued by the National Highway Traffic Administration) when providing emergency care. Considerations may include:

- a. Privately owned or non-emergency vehicles used by the First Responder Group in providing 9-1-1 response are not considered "authorized emergency vehicles", are not entitled to the emergency vehicle exemption from traffic rules and regulations, and therefore must follow all rules of the road.
 - b. A first responder may not be under the influence of, use, or possess alcohol or a non-prescribed controlled substance when providing 9-1-1 response.
6. It is recommended that the First Responder Group maintain a policy or policies of insurance as follows:
- a. Comprehensive General Liability: one million dollars (\$1,000,000) in limits per occurrence with three million dollars (\$3,000,000) annual policy aggregate.
 - b. Motor Vehicle Liability:
 - ten thousand dollars (\$10,000) because of injury to or destruction of property of others in any one accident;
 - twenty five thousand dollars (\$25,000) because of bodily injury to or death of one person in any one accident;
 - fifty thousand dollars (\$50,000) because of bodily injury to or death of one person in any one accident;
 - uninsured motorist coverage, in limits of at least \$25,000 per person and \$50,000 per accident;
 - underinsured motorist coverage, in limits of at least \$50,000 per person and \$100,000 per accident; and
 - medical payments coverage, in the amount of at least \$1,000 per person in any one accident.
- The foregoing represents Wisconsin's minimum mandatory motor vehicle liability insurance coverage amounts per Sec.'s 344.01 (2) (d), 344.15 (1), 344.33 (2), and 344.55 (1), Wis. Stats and Chapter 632, Wis. Stats.
- c. Workers' Compensation Insurance, if and as required by the State of Wisconsin.
 - d. Other insurance, if and as required by the State of Wisconsin (i.e., professional liability or medical malpractice insurance per Ch. 256, Wis. Stats. and Ch. DHS 110.35(2)(d) Wis. Adm. Code).

Upon request, the First Responder Group will provide certificates of insurance to County evidencing the risks insured against and the limits of liability there under.

7. County will, as deemed advisable in the exercise of County's discretion and judgment, provide the First Responder Group with medical direction, assistance with drafting, implementation, and administration of standard operating protocols, and other assistance and guidance. This may include, but is not limited to, assistance and guidance as to: first responder service licensure, individual first responder (initial and renewal) certification, individual first responder (initial and continuing) training, WARDS reporting, and operational policies and plan.

Each party shall notify the other, in writing, of any discretionary changes to medical direction, standard operating protocols, licensure, certification, training, reporting, policies, and plans affecting the other party at least forty-five (45) days prior to the effective date of such change.

8. The First Responder Group should have, and will endeavor to follow, standard operating protocols for emergency medical care and first responders, which should be in writing and updated from time to time if and as required.
9. The First Responder Group should endeavor to possess or purchase all necessary emergency medical equipment and supplies. County will provide replacement supplies and equipment to the First Responder Group for equipment and supplies used by the First Responder Group when responding to a request for aid under paragraph 4.

10. County will, annually, reimburse each First Responder Group the cost of premium paid for Worker's Compensation Insurance for each certified First Responder. Payment will be made not later than March 1, of each year.

In order to be eligible for reimbursement, a First Responder Group must submit a written request that includes a copy of the active roster for the First Responder Group as printed from the State of Wisconsin EMS website (WARDS). All such requests must be received by the Director of County's Emergency Medical Services ("EMS") Department not later than August 15th of the current year, if it is to be included for consideration as part of the EMS Department's budget for the ensuing year under Sec. 65.90 Wis. Stats. Reimbursement, for 2014, shall be at the rate of \$150 for each certified First Responder. Thereafter, the reimbursement rate will be based on, and be the average of, the premium rate determined by Wisconsin (i.e., the Wisconsin Worker's Compensation Rating Bureau) for this class.
11. It is the parties' intention that the First Responder Group's employees or members will (when acting in response to a request for aid under paragraph 4. above) be, for all purposes, volunteers or employees of the First Responder Group and not an employee or volunteer of the County.
12. The First Responder Group is not entitled to receive any benefits, other than those expressly provided for in the terms of this Agreement or to participate in any County benefit plan, except as expressly provided for in the terms of this Agreement.
13. The First Responder Group shall not use or disclose confidential information, including individually identifiable health information as defined by HIPAA subject to limited exceptions, received by the First Responder Group while responding to, and while engaging in, an emergency call.
14. The First Responder Group agrees that it shall protect, indemnify, and hold harmless County, and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the First Responder Group or its members, officers, officials, employees and agents arising out of, resulting from or in any manner connected with this Agreement. The obligation under this paragraph shall not exceed the statutory liability limits of municipal organizations in Wisconsin, nor is this provision to be considered a waiver of municipal immunity.
15. County agrees that it shall protect, indemnify, and hold harmless the First Responder Group and its respective members, officers, officials, employees and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits and attorney's fees resulting from the negligence or fault of Emergency Services arising out of, resulting from or in any manner connected with this Agreement. The obligation under this paragraph shall not exceed the statutory liability limits of municipal organizations in Wisconsin, nor is this provision to be considered a waiver of municipal immunity.
16. County or the First Responder Group may terminate this Agreement in whole or in part without penalty at any time for any or no reason upon at least forty-five (45) days written notice to the other.
17. All notices hereunder must be in writing, and shall be deemed validly given if sent by first-class mail (as evidenced by an affidavit of mailing) to the following:

County: Dan Williams, Emergency Services Director
319 S. 18th Avenue
Sturgeon Bay, WI 54235

First Responder Group: _____

Notice shall be effective when mailed.

18. This Agreement and the rights and obligations of the parties under this Agreement shall be interpreted according to the laws of the State of Wisconsin.
19. Venue, as to any dispute that may arise under this Agreement, shall be in the Circuit Court, County of Door, State of Wisconsin or the U.S. District court for the Eastern District of Wisconsin. The parties shall, if practicable, endeavor to utilize alternative dispute resolution prior to commencement of a lawsuit.
20. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Agreement shall be in any way affected thereby.
21. All parties represent and warrant that it has carefully reviewed and fully understands this Agreement. enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Agreement shall be in any way affected thereby.
22. No modification, addition, deletion, alteration or other change to this Agreement shall be effective unless, and until such is reduced to writing and executed by County and the First Responder Group.
23. This Agreement constitutes the entire agreement between the parties with respect to the subject matter.

Accepted and Agreed to this _____ day of _____, 2013.

Dan Williams, Director
Door County EMS

Accepted and Agreed to this _____ day of _____, 2013.

Daniel Austad, Supervisor, District 8
County Board Chairperson

Accepted and Agreed to this _____ day of _____, 2013 on behalf of the First Responder Group for the City / Town / Village of _____ and/or _____ Fire Department

Print Name & Title _____
