

Village of Hales Corners

5635 S. New Berlin Road
Hales Corners, WI 53130
Phone: (414) 529-6161
Fax: (414) 529-6179
www.halescorners.org



James R. Ryan Municipal Building

Fire and Police Commission Village of Hales Corners

Meeting Notice and Agenda

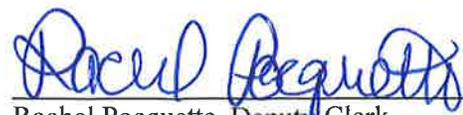
September 15, 2020 (Tuesday) - 6:30 p.m.

Notice is hereby given that the Police and Fire Commission of the Village of Hales Corners will meet at the above date and time, at the **Village Hall (Board Room)**, 5635 S New Berlin Road, Hales Corners.

[Notice is given that a majority of the Village Board of Trustees may attend this meeting to gather information about an agenda item over which they may have decision making responsibility. This meeting may constitute a meeting of the Village Board per *State ex rel. Badke v. Greendale Village Board*, even though the Village Board will not take formal action at this meeting.]

- 1.0 Call to Order and Roll Call**
- 2.0 Approval of Minutes- August 18, 2020**
- 3.0 Public Comment**
- 4.0 General Business**
 - 4.1 Chief Reports
 - 4.1.1 Police Chief Report for August – Chief Eric Cera
 - 4.1.2 Fire Chief Report for August - Chief Pete Jaskulski
 - 4.2 COVID-19 Response Review
 - 4.3 Action Items
 - 4.3.1 Request to fill Police Officer vacancy and modify current recruitment timeline
 - 4.3.2 Resignations of S. Pabelick, A. Brooks, C. Calvert, E. Campos
 - 4.3.3 Approval of new hires – S. Smith and T. Strelitzer
 - 4.3.4 2021 EMS Fee Increases
 - 4.3.5 Revised Mutual Assistance Agreement
 - 4.4 Fire Chief Annual Evaluation Review

The Fire & Police Commission may enter closed session pursuant to Wis. Stat. §19.85(1)(c), for consideration of the employment, promotion, compensation or performance evaluation data for any public employee over which the governmental body has jurisdiction or exercises responsibility, for the annual review of the Fire Chief, and to re-enter open session at the same place thereafter to act on such matters as discussed therein as it deems appropriate.
 - 4.5 Select date for Annual Joint Session with Village Board
- 5.0 Set date and time of next Fire and Police Commission meeting – October 20, 2020 at 6:45 p.m.**
- 6.0 Adjournment**



Rachel Pocquette, Deputy Clerk
September 8, 2020

Hearing or speech impaired persons who require special services should notify the Village Clerk's office in advance of the meeting at 414-529-6161.

Pres. I. Thomson called the meeting to order at 6:30 p.m.

1.0 ROLL CALL – Present: Pres. I Thomson, Commissioners: T. Smyczek, S. Sannes and E. Leonard. Commissioner M. Dzick absent and excused. Village Board: Liaison R. Brinkmeier, Village President D. Besson. Staff present: Chief P. Jaskulski HCFD, Chief E. Cera HCPD, Village Administrator S. Kulik and Deputy Clerk R. Pocquette. Audience (0)

2.0 APPROVAL OF MINUTES – July 21, 2020 – Motion (Sannes, Smyczek) to approve as presented; unanimously approved.

3.0 PUBLIC COMMENT – None.

4.0 GENERAL BUSINESS

4.1 Chief Reports

4.1.1 Police Chief Report for July – Chief Cera reviewed the July report with the commission. Chief Cera highlighted the Impaired Driving Mobilization beginning August 21st. The police department will be required to record traffic safety data to the National Highway Transportation Safety Administration. By providing the data it will qualify our police department to receive equipment grants. Chief Cera reports labor negotiations should be finalized August 25th and will report further at the September meeting. Chief Cera is in the process of preparing the 2021 budget. He reviewed the 2020 budget goals that have been met. The 2020 training goal was put at a standstill due to COVID-19. Therefore, in the 2021 budget a main goal will be officer training and he will be financial budgeting for an increased training cost.

4.1.2 Fire Chief Report for July – Chief Jaskulski reported on recruitment and fire dispatching matters. Recruitment for fire personnel is low right now. With schools closed we are getting a large amount of applications for intern positions but not qualified hires. Chief Jaskulski also conveyed so far the joint ALS response with Franklin, Greendale, Greenfield and New Berlin Fire Departments is going well.

4.2 COVID-19 Response Review – A copy of Governor Evers executive mask order was provided to the commissioners. There has been no change in operations to the police or fire department since July update.

4.3 Action Items

4.3.1 Resignation of Assistant Fire Chief – P. Pratt – Motion (Leonard, Smyczek) to accept the resignation of Assistant Fire Chief P. Pratt effective September 1, 2020; unanimously approved.

4.3.2 Request for Promotion of a Police Lieutenant to Police Captain – Chief Cera reviewed the job description/ requirements of the Police Captain position with the commission. The commissioners decided it was unnecessary to enter into close session. Motion (Sannes, Leonard) to approve the promotion of Lt. B. Kroll to Police Captain effective August 22, 2020 with a 12 month probationary period; unanimously approved.

5.0 SET DATE OF THE NEXT MEETING – Date set for September 15, 2020 at 6:30 p.m. in the Village Hall Board Room.

6.0 Adjournment – Motion (Smyczek, Leonard) to adjourn at 7:22 p.m., unanimously approved.

Prepared by: Rachel Pocquette, Deputy Clerk



HALES CORNERS POLICE

5635 South New Berlin Road, Hales Corners, WI 53130 Phone: (414) 529-6140 Fax: 529-6142

AUGUST 2020 POLICE DEPARTMENT REPORT

September 9, 2020

ADMINISTRATIVE

- 1. Labor Negotiation** – The 2021-2023 contract with the officers' bargaining group was finalized on September 1st.
- 2. Staffing** – Detective Stacey Bahr resigned effective September 18th to accept a position with the United States Marshal's Service. Detective Sergeant Justin Landry will assist the Bureau as necessary.
- 3. Recruitment** – The recruitment process titled *2020 Police Officer Hiring* was begun to address the existing vacancy, and with Commission approval the additional vacancy just noted. Officers hired under this recruitment effort would begin next year. (Attachments 2020-8)
- 4. Training** – Many training programs have resumed but due to the compression caused by their suspension earlier this year required courses are overlapping. In August officers completed 120 hours and in September officers will complete an estimated 256 hours.
- 5. Training** – It is anticipated that Police Officer Jordan Cooper will complete Field Training in September.
- 6. Grant** – The FBI Milwaukee Citizens Academy Alumni Association presented the Department an unsolicited grant of \$1000 in support of the Department's Mission. (Attachments 2020-8)
- 7. Crime Reporting** –The certification process for WIBRS continues.
- 8. Staff Meeting** – Command and Supervisory staff met on September 1st.
- 9. Listening Session** – Chief Cera met with Congressman Bryan Steil to discuss the impact of proposed federal legislation relative to police reform. (Attachments 2020-8)
- 10. Communications** – A full Greendale-Hales Corners Dispatch Operations Advisory Committee meeting is scheduled for September 15th.
- 11. Budget** – Chief Cera will be recommending a finalized version of the attached draft 2021 Police Budget to the Village Board. (2021 Budget draft brief)

OPERATIONS

- 1. Calls for Service** - Year to date total is 5513 total CAD calls. The three year average is 5932.

2. Enforcement Activity - Year to date totals are: 973 traffic citations, 1690 traffic warnings, 98 municipal citations, and 38 parking citations.

3. Major Incident Summary – Please see attached report. (Attachments 2020-8)

4. OWI Task Force – Officer Boneck deployed on the 29th for a total of 4 hours and netted 6 contacts. No Task Force activity will be conducted in September.

5. Speed Task Force – On the 19th Sergeant Nicholas Zellmer, Officer Laura Brustmann and Officer Nickolas Boneck deployed for a total of 7 hours netting 7 contacts. No Task Force Activity will be conducted in September.

6. Impaired Driving Mobilization - The department participated in the NHTSA's *Drive Sober or Get Pulled Over* campaign from August 21st to September 7th. A total of 184 contacts were conducted.

7. Community Outreach – One public school expressed interest in the DARE program and two private schools expressed interest in an expanded program for the 2020-2021 school year. Police officer Joshua Jewell was selected to replace Sergeant Andrew Jacobi in the role of DARE Officer. Josh will complete the requisite training this month.

ACKNOWLEDGEMENTS

1. Probation – Officer Vincent Piacentine successfully completed his probationary period. (Attachments 2020-8)

2. Probation – Sergeant Andrew Jacobi successfully completed his probationary period. (Attachments 2020-8)

3. Compliment – Officer Joshua Jewell was complimented by a citizen for his professional demeanor. (Attachments 2020-8)

4. Thank You – Officer Jewell also received a Thank You from a citizen he assisted. (Attachments)

5. Thank You – The Department received a Thank You card and a delicious pie from a grateful citizen. (Attachments 2020-8)

ACTION ITEM

1. Staffing - Chief Cera requests authorization to fill the vacant police officer position.

POLICE DEPARTMENT

| | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|------------|------------|------------|------------|------------|
| | % Complete |
| 1 Migrate ProPhoenix RMS system to Greendale | 100% | | | | |
| 2 Change from UCR to WIBRS crime reporting | 100% | | | | |
| 3 Establish industry standard LAN infrastructure | 75% | 100% | | | |
| 4 Training Operations consolidation | 0% | 0% | | | |
| 5 Receive direct cellular 911 communications | 25% | 100% | | | |
| 6 100% all officers achieve Level I status | 40% | 67% | 100% | | |
| 7 3 supervisors achieve Level IV status | 25% | 50% | 100% | | |
| 8 Retain 100% of sworn staff | | | | | |
| 9 Safety: 0 at fault crashes and 0 preventable injuries | | | | | |
| 10 Conduct 240 Directed Patrol Contacts | | | | | |

POLICE PERSONNEL

| Position | 2018 | 2019 | 2020 | 2021 |
|------------------|--------------|--------------|--------------|--------------|
| Executive | 1.00 | 1.00 | 1.00 | 1.00 |
| Management | 2.00 | 2.00 | 1.00 | 1.00 |
| Supervisors | 5.00 | 5.00 | 6.00 | 5.00 |
| Patrol Officer | 10.00 | 10.00 | 10.00 | 11.00 |
| Crossing Guard | 0.23 | 0.23 | 0.23 | 0.23 |
| Police Aide** | 0.40 | 1.00 | 1.00 | - |
| Admin Clerk* | 1.00 | 1.00 | 1.00 | 1.00 |
| IT Specialist*** | - | 1.00 | 1.00 | 1.00 |
| Total | 19.63 | 21.23 | 21.23 | 20.23 |

*Moved from 522 Communications Budget

** Police Aide/ Code Enf. Spec added in 2019 - 2020 Position transfer to Admin, Aide eliminated

***IT Specialist is a new position in 2019 with a mid-year hire.

2021 Budget - POLICE

| ACCOUNT | DESCRIPTION | 2015 ACTUAL | 2016 ACTUAL | 2017 ACTUAL | 2018 ACTUAL | 2019 ACTUAL | 2020 AMENDED BUDGET | 2020 YTD to 7/31/2020 | 2020 YEAR-END ESTIMATED | 2021 REQUESTED | %> 2020/2021 |
|---------------------|--------------------------------|---------------------|------------------|------------------|------------------|------------------|---------------------------|--------------------------|-------------------------------|-------------------|-----------------|
| 521 | 110 | 988,502 | 1,016,109 | 1,025,668 | 1,101,600 | 1,068,287 | 1,393,493 | 643,792 | 1,326,403 | 1,465,624 | 5.18% |
| 521 | 120 | 15,939 | 11,377 | 18,365 | 25,581 | 7,978 | 4,199 | 2,816 | 3,000 | 4,199 | 0.00% |
| 521 | 130 | 86,270 | 76,971 | 102,153 | 127,666 | 145,729 | 89,075 | 43,934 | 84,534 | 89,075 | 0.00% |
| 521 | 140 | 38,087 | 37,655 | 48,221 | 49,584 | 55,446 | - | 8,411 | - | - | - |
| 521 | 150 | 23,601 | 27,869 | 31,019 | 40,062 | 29,102 | 27,003 | - | - | 27,144 | 0.52% |
| 521 | 160 | 83,028 | 90,866 | 83,183 | 96,305 | 83,960 | - | 26,981 | - | - | - |
| 521 | 165 | 26,774 | 22,960 | 28,392 | 31,121 | 53,617 | - | 12,693 | - | - | - |
| 521 | 170 | 1,710 | 1,760 | 1,265 | 1,200 | 900 | 1,140 | 510 | 890 | 1,040 | -8.77% |
| 521 | 175 | - | - | - | - | - | - | - | - | 1,080 | 100.00% |
| 521 | 180 | 2,380 | 2,239 | 2,427 | 2,576 | 2,569 | 2,500 | 1,588 | 2,721 | 4,374 | 74.96% |
| 521 | 185 | - | - | - | - | - | - | - | - | 2,700 | - |
| 521 | 190 | 2,274 | 2,025 | 2,790 | 2,329 | 1,282 | 2,500 | 9 | 100 | 1,874 | -25.04% |
| | Total Salaries | \$ 1,268,564 | 1,289,830 | 1,343,481 | 1,478,023 | 1,448,870 | 1,519,910 | 740,734 | 1,417,648 | 1,597,110 | 5.08% |
| 521 | 210 | 92,839 | 93,507 | 101,337 | 101,532 | 101,429 | 113,879 | 60,049 | 108,450 | 120,020 | 5.39% |
| 521 | 220 | 116,878 | 121,425 | 135,477 | 148,767 | 145,494 | 167,219 | 84,712 | 149,930 | 179,244 | 7.19% |
| 521 | 230 | 3,336 | 3,716 | 4,039 | 1,846 | 1,785 | 2,131 | 1,204 | 2,131 | 1,948 | -8.60% |
| 521 | 240 | 210,306 | 245,153 | 259,975 | 274,898 | 251,557 | 276,774 | 135,268 | 276,774 | 241,238 | -12.84% |
| 521 | 250 | 7,201 | 8,643 | 10,069 | 8,642 | 13,480 | 10,000 | 5,864 | 8,617 | 11,140 | 11.40% |
| 521 | 260 | - | - | - | 1,440 | - | 1,500 | 480 | 1,500 | 3,150 | 110.00% |
| | Total Benefits | \$ 430,561 | 472,443 | 510,898 | 537,124 | 513,743 | 571,503 | 287,577 | 547,402 | 556,739 | -2.58% |
| 521 | 300 | 593 | 526 | 454 | 575 | 448 | 600 | 125 | 362 | 500 | -16.67% |
| 521 | 310 | 2,171 | 2,968 | 3,096 | 3,182 | 2,592 | 3,000 | 1,187 | 2,600 | 3,000 | 0.00% |
| 521 | 320 | 28,836 | 22,296 | 26,091 | 35,452 | 30,975 | 35,170 | 14,816 | 22,447 | 26,600 | -24.37% |
| 521 | 330 | 7,794 | 10,585 | 12,063 | 12,790 | 20,471 | 12,000 | 4,668 | 12,000 | 12,000 | 0.00% |
| 521 | 340 | 895 | 902 | (3) | - | 385 | - | - | - | - | 0.00% |
| 521 | 350 | 4,874 | 5,547 | 5,967 | 8,506 | 6,846 | 7,250 | 3,468 | 4,362 | 8,000 | 10.34% |
| 521 | 360 | 774 | 295 | 460 | 336 | 535 | 500 | 505 | 675 | 530 | 6.00% |
| 521 | 370 | 7,915 | 5,164 | 8,621 | 7,382 | 7,356 | 9,000 | 2,002 | - | 11,100 | 23.33% |
| 521 | 380 | 15 | 324 | 65 | 42 | 39 | 100 | - | 50 | 100 | 0.00% |
| 521 | 400 | - | - | 59,179 | 58,271 | 45,790 | 51,324 | 29,612 | 61,386 | 59,836 | 16.58% |
| 521 | 410 | - | - | - | - | 2,064 | 1,600 | 407 | - | - | 0.00% |
| 521 | 433 | 10,334 | 9,328 | 12,232 | 7,188 | 8,039 | 7,128 | 1,134 | 8,645 | 8,504 | 19.30% |
| 521 | 438 | - | - | 204,804 | 216,671 | 220,343 | 224,088 | 128,580 | 224,088 | 227,909 | 1.71% |
| 521 | 443 | 29,091 | 29,296 | 38,312 | 22,898 | 23,046 | 20,054 | 15,279 | 23,641 | 23,454 | 16.95% |
| 521 | 449 | - | - | - | 18,340 | 17,347 | 18,204 | 14,271 | 17,029 | 17,969 | -1.29% |
| 521 | 520 | 616 | 282 | 519 | 508 | 1,065 | 750 | 866 | 1,204 | 2,245 | 199.33% |
| 521 | 530 | 136 | 18 | 221 | 68 | 511 | 250 | 188 | 255 | 500 | 100.00% |
| 521 | 540 | 4,174 | 6,492 | 5,708 | 1,998 | 1,701 | 2,646 | 1,151 | 2,375 | 14,000 | 429.10% |
| 521 | 560 | 1,192 | 1,180 | 1,242 | 1,370 | 693 | 700 | 671 | 1,036 | 1,050 | 50.00% |
| 521 | 570 | 5,838 | 10,121 | 11,617 | 8,907 | 15,609 | 11,604 | 6,099 | 7,557 | 12,850 | 10.74% |
| 521 | 900 | 879 | 1,544 | 2,375 | 1,526 | 4,486 | 1,000 | 10 | 860 | 1,600 | 60.00% |
| 521 | 960 | 57,000 | 60,000 | 61,200 | 61,200 | 61,200 | 61,200 | 61,200 | 61,200 | 61,200 | 34.56% |
| 521 | 990 | 380 | 687 | 424 | - | 26 | - | - | - | - | - |
| 521 | 999 | - | - | 5,993 | 9,207 | 57,572 | - | 1,740 | 3,739 | 21,152 | - |
| | Total Operating Expense | \$ 163,507 | 167,556 | 460,641 | 476,417 | 529,138 | 468,168 | 287,979 | 455,511 | 514,100 | 9.81% |
| TOTAL POLICE | | \$ 1,862,632 | 1,929,829 | 2,315,020 | 2,491,564 | 2,491,752 | 2,559,581 | 1,316,290 | 2,420,561 | 2,667,948 | 4.23% |

Budget Worksheet

Year 2021 Dept 521

Account: 521-999 PD OUTLAY

| Line | Description | 2017 Actual | 2018 Actual | 2019 Actual | 2020 Budget | 2020 Estimated YE | 2021 Requested |
|--------------|------------------------------------|--------------|--------------|---------------|-------------|-------------------|----------------|
| 1 | Body Armor | | 2,682 | 3,633 | 2,651 | 2,998 | 3,000 |
| 2 | Squad Video system | 4,995 | | 11,010 | 5,505 | - | 4,805 |
| 3 | Wireless Transfer kit | | | 700 | | | 630 |
| 4 | Mobile Modem | | | 951 | 1,000 | - | 2,123 |
| 5 | Mobile Data Computer | 998 | | 1,823 | 1,000 | - | 1,000 |
| 6 | Radars | | | 8,051 | 5,800 | - | 3,115 |
| 7 | Stopsticks | | | 3,132 | 3,115 | - | 465 |
| 8 | PBT | - | - | 485 | - | - | 970 |
| 9 | Automatic External Defibrillator | 1,395 | | 1,395 | 1,475 | - | - |
| 10 | Copier/Scanner/Fax | | 6,525 | | | - | - |
| 11 | Shredder | | | | | | 1,869 |
| 12 | Electronic Control Devices | | | 4,572 | 2,400 | - | 2,400 |
| 13 | Firearms | | | 3,622 | 365 | 741 | 775 |
| 14 | Dispatch office furniture | | | 7,598 | | - | - |
| 15 | Cameras: point and shoot type | 1,300 | - | - | - | - | - |
| 16 | Misc. Equipment | 6,741 | | | | - | - |
| 17 | WatchGuard Software Maint* | | | 10,600 | | - | - |
| 18 | Board approval to purchase in 2019 | | | | (23,311) | | |
| Total | | 5,993 | 9,207 | 57,572 | - | 3,739 | 21,152 |

* Budgeted in 2020 in .540

Budget Worksheet

Year 2021

Dept 521

Account: 521-540

Evidence Supplies and Process

| Line | Description | 2017 Actual | 2018 Actual | 2019 Actual | 2020 Budget | 2020 Estimated YE | 2021 Requested |
|--------------|--------------------------|------------------------|------------------------|------------------------|------------------------|------------------------------|-----------------------|
| 1 | DNA Testing | 3,975 | | - | | - | - |
| 2 | Towing | 327 | - | 1,119 | 1,000 | 375 | 500 |
| 3 | Supplies | 666 | 1,026 | 367 | 1,000 | 1,039 | 1,000 |
| 4 | Blood Draws | 13 | 83 | 68 | 200 | - | - |
| 5 | Instrument Certification | 228 | 234 | 148 | 246 | 286 | 300 |
| 6 | Rtizman - storage device | 499 | | | | - | - |
| 7 | Subpoena/Warrant Charges | | 50 | | 200 | - | 100 |
| 8 | Watch Guard - Warranty | | | | 10,000 | | 11,475 |
| 9 | Board Changes | | | | (10,000) | | - |
| 10 | Transcription Services | | | | | 675 | 625 |
| 11 | Shredding | - | 605 | - | - | - | - |
| Total | | 5,708 | 1,998 | 1,701 | 2,646 | 2,375 | 14,000 |

Budget Worksheet

Year 2021

Dept 521

Account: 521-900

P & F Comm - Recruitment

| Line | Description | 2017 Actual | 2018 Actual | 2019 Actual | 2020 Budget | 2020 Estimated YE | 2021 Requested |
|--------------|----------------------|--------------|--------------|--------------|--------------|-------------------|----------------|
| 1 | | | | - | 1,000 | - | - |
| 2 | Psychological Evals | 900 | 982 | 2,375 | | 475 | 475 |
| 3 | Physical Assessments | 1,258 | 200 | 418 | | 325 | 325 |
| 4 | FPC Workshop* | 58 | 125 | | | - | - |
| 5 | Exams | 160 | 219 | 1,693 | | 50 | 50 |
| 6 | Advertising | 140 | | | | | 750 |
| 7 | Background Materials | | | | | 10 | - |
| Total | | 2,375 | 1,526 | 4,486 | 1,000 | 860 | 1,600 |

*FPC Training incorrect account

September 11, 2020 - Post vacancy and begin accepting applications. ERC/BDK/WEK

September 15 - Confirm date of November 7th for Oral Interview process. ERC

October 20 - Confirm interview panel members from Fire and Police Commission. ERC/BDK

October 24 - Close application period.

October 26 - Verify minimum qualifications of each applicant. BDK/AJJ
Apply matrix and rank applications accordingly. BDK/AJJ/ERC

October 27 - Schedule oral interviews for all Level 5 applicants. BDK
If less than six applicants, send to all Level 4 applicants as well.

November 7 - Oral Interview Panel for selected applicants. ???/BDK/???/IT/SS

November 9 - Submit ranking of interviewees to Chief. BDK

November 10 - Schedule Written Examination for top three candidates. APH
Schedule interviews with Field Training staff for top three candidates. NLZ

November 10 - Begin Background Investigations on top two candidates. CJH/JPL

November 17 - Submit memo on reverse interviews to Lieutenants. NLZ/AJJ/CJB/WEK

November 30 - Submit Background Investigations to Chief. CJH/JPL

December 1 - Schedule Physical, Drug Screen, and Psychological appointments. BDK/ERC

December 4 - Interviews with Chief for top two candidates. ERC

December 7 - Make Conditional Offer of Employment to selected candidate. ERC

December 15 - Fire and Police Commission approval of appointee. ERC/FPC et al

January 4, 2021- Tentative work start date.

February 28 - Close recruitment process.



FBI MILWAUKEE CITIZENS ACADEMY ALUMNI ASSOCIATION

Mr. Charles Buechel
President

Ms. Theresa Kent
Vice President

Ms. Cheryl Falk
Second Vice President

Mr. Robert Duncan
Treasurer

Mr. Charles Buechel
Secretary

Board Members:

Mr. Eric Hummel, PhD

Ms. Nicole Mauritz

Ms. Jennifer Taylor, JD

Mr. Ken Tutaj

Mr. Joe Villmow

Hales Corners Police Department
5635 S. New Berlin Road
Hales Corners, WI 53130

August 9, 2020

Dear Chief Cera,

The FBI Milwaukee Citizen's Academy Alumni Association ("FBIMCAAA"), is honored to present the Hales Corners Police Department with the enclosed \$1000.00 grant to support your work and exhaustive efforts to maintain a safe environment for the Hales Corners community.

The FBIMCAAA is an organization that supports local, state, and federal law enforcement and first responders through community engagement programs, education, and outreach.

We are honored to bring forth our appreciation and acknowledgement of your department's dedication and commitment to defending, supporting, and protecting the members of your community. Thank you for all you do.

Sincerely,

Theresa Kent, Vice President

FBI Milwaukee Citizens Academy Alumni Association
414-379-0347

CONGRESSMAN BRYAN STEIL
1ST DISTRICT OF WISCONSIN



HOUSE OF REPRESENTATIVES
WASHINGTON, D.C. 20515

Chief,

Thank you for taking the time to meet with me. I appreciate the service of you and the officers at Hales Corners Police Department. Thank you for keeping our communities safe!

A handwritten signature in blue ink, appearing to be the initials 'BS' with a stylized flourish.



HALES CORNERS POLICE DEPARTMENT

MEMORANDUM

Date: September 9, 2020
From: Police Chief
To: Fire and Police Commission
Subject: Major Incident Summary August 2020

20-4869 Weapon and Drug Possession – On August 4th PO Nickolas Boneck conducted a vehicle contact for expired registration. During the course of the contact PO Boneck conducted a search of the vehicle based upon the plain smell of marijuana. The search revealed marijuana, drug paraphernalia, and a concealed loaded handgun. The driver was arrested and referred to the District Attorney's Office for charges.

20-4886 Pursuit – On August 5th at 9:38 in the morning Sergeant Anthony Henner attempted to conduct a vehicle contact for a speeding violation in the 9700 block of Edgerton. The vehicle fled from his signals to stop and when its speed surpassed 85 miles per hour he terminated pursuit. He broadcast a description of the suspect and vehicle. Soon thereafter Dispatch recognized the suspect description matched the suspect description for a Hit and Run Crash in Franklin and provided the officers with the address of the owner. Sgt. Henner and Officer Christopher Birmingham responded to assist Franklin Police with contacting the owner. The owner provided information on the suspect who was a juvenile. Phone contact was made with the suspect and he turned himself in a short while later. The suspect was referred to juvenile authorities.

20-4941 Pursuit – On August 7th at about 8:30 at night PO Joshua Jewell attempted to make a vehicle contact for speeding in the 9200 block of Forest Home. When it was readily apparent the suspect was deliberately failing to yield for his signals he terminated pursuit. Subsequently, the vehicle was involved in a hit and run crash in Milwaukee. It was also later discovered that the suspect was involved in a retail theft at Menard's in Franklin. A multi-jurisdictional investigation is ongoing.

20-5050 Assist – At 2:13 at night on August 12th Officer Vincent Piacentine responded to assist Franklin Police in locating two missing juveniles. PO Piacentine soon located the subjects, but one of them fled on a bicycle. About an hour later the fleeing subject called police requested assistance. Officers were able to make contact with him. Both juveniles were turned over to their parents.

20-5196 Assist – On August 16th PO Boneck overheard a Greenfield officer confirm the stolen status of a vehicle that a GFPD officer was following on Highway 100 at Edgerton. PO Boneck was in close proximity and responded to assist. Sergeant Nicholas Zellmer and Officer Jordan Cooper responded also. The officers conducted a high risk vehicle contact and the suspect was taken into custody without incident.

20-5201 Overdose – At 5:05AM on the 17th Officer Vincent Piacentine and Officer William Kunkel responded to the report of an unresponsive person who overdosed on a suspected opioid. Officers provided four doses of an opioid antagonist but were unable to revive the patient. Emergency Medical personnel provided additional doses and slowed the overdose process. The patient was transported for treatment by EMS and officers seized and destroyed all remaining drugs and contraband.



Village of Hales Corners POLICE DEPARTMENT

5635 South New Berlin Road, Hales Corners, WI 53130

August 12, 2020

Chief
Eric R. Cera

Lieutenant
Brent D. Kroll

Detective Sergeant
Justin Landry

Sergeant
Anthony Henner

Sergeant
Nicholas Zellmer

Sergeant
Andrew Jacobi

Detective
Stacey Balr

Detective
Christopher Heckman

Officer
Laura Brustmann

Officer
Christopher Birmingham

Officer
William Kunkel

Officer
Nikolas Boneck

Officer
Kyle Chucka

Officer
Joshua Jewell

Officer
Vincent Piacentine

Officer
Joseph Becker

Officer
Jordan Cooper

Clerk
Elizabeth Martens

Guard
Lori Archiquette

Police Officer Vincent Piacentine
Hales Corners Police Department
5635 South New Berlin Road
Hales Corners, WI 53130

Dear Vince,

Congratulations!

I am pleased to inform you that you have successfully completed your probationary period as of August 12th, 2020.

Your demeanor with others is outstanding. The effort you put forth at learning new tasks and the willingness to accept feedback is also tremendously positive and will no doubt facilitate exceptional growth throughout your career.

It is an unqualified pleasure to have you as a member of the Department. Thank you for your loyalty and commitment; to the Department and to the profession!

Sincerely,

Eric R. Cera
Chief



Village of Hales Corners POLICE DEPARTMENT

5635 South New Berlin Road, Hales Corners, WI 53130

September 9, 2020

Chief
Eric R. Cera

Captain
Brent D. Kroll

Detective Sergeant
Justin Landry

Sergeant
Anthony Henner

Sergeant
Nicholas Zellmer

Sergeant
Andrew Jacobi

Detective
Christopher Heckman

Officer
Laura Brustmann

Officer
Christopher Birmingham

Officer
William Kunkel

Officer
Nickolas Boneck

Officer
Kyle Chucka

Officer
Joshua Jewell

Officer
Vincent Placentine

Officer
Joseph Becker

Officer
Jordan Cooper

Clerk
Elizabeth Martens

Guard
Lori Archiquette

Sergeant Andrew Jacobi
Hales Corners Police Department
5635 South New Berlin Road
Hales Corners, WI 53130

Dear Andrew,

Congratulations!

This letter confirms that as of September 7th, 2020 you have completed your probationary period for the rank of Sergeant.

You may now enjoy all the rights and responsibilities of the position.

Please keep up the good work.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric R. Cera".

Eric R. Cera
Chief of Police

HALES CORNERS POLICE DEPARTMENT

EMPLOYEE COMPLIMENTARY COUNSELING FORM

HCP-63

EMPLOYEE: Officer Joshua Jewell

DATE: August 20th, 2020

COUNSELING ACTION

Formal Commendation Requested Informal Commendation Issued Other:

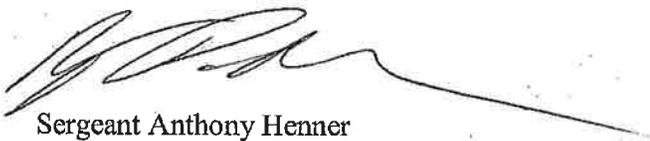
DESCRIPTION OF INCIDENT:

Please describe in a complete but concise manner, exactly what behavior the employee displayed which caused this counseling form to be used. Please provide all relevant information including names and dates. (Attach sheet if additional space is necessary)

On Wednesday August 19th 2020 at 8:54 PM Officer Jewell stopped a motorist by the name of Donna Berlin for a registration violation that occurred in the 6300blk S 108th St. On Thursday August 20th 2020; Donna called the Police Department and requested to speak to a supervisor about Officer Jewell's professional and courteous demeanor towards her. I spoke with Donna to a great extent about her positive contact with Officer Jewell. Donna wanted to let it be known to the Hales Corners Police Department that she appreciates everything the police do during these tough times for the profession. What she found most pleasing is how Officer Jewell took the time to explain the deficiency with her registration. He further gave her the information she needed to go about correcting the issue rather than simply giving her a citation and moving along. She felt that Officer Jewell's kindness and understanding is what law enforcement is actually about whereas; this perception is very oftenly skewed to the public.

Officer Jewell's interaction with Donna left a positive image for the Hales Corners Police Department which will likely spread throughout her social circle. I further believe that this is how he conducts himself during any contact he has with the citizens in the community. Officer Jewell's actions give great credit upon himself, the Hales Corners Police Department as well as the entire Law Enforcement Community

Thank You Josh!!!


Sergeant Anthony Henner

EMPLOYEE COMENTS:

EMPLOYEE'S SIGNATURE



DATE: Aug, 20, 2020

SUPERVISOR'S SIGNATURE



DATE: Aug 20, 2020

Officer Jewel and all
the fine people who work
at the Hales Corners
Police Department:

Thank you for your
commitment and caring
as you daily protect us.
You go above and beyond
and I wanted you to
know you are all
appreciated.

Sincerely,
Deb ~~Frascone~~



Thanks for All You Do

helping out when you're needed

going the extra mile

always being thoughtful

giving support

showing how much you care

You're appreciated more
than you know!

Thank You for being my
'Village' and the help you
have provided me with Aaron.

Luanne



Hales Corners Fire Department Monthly Report August 2020

September 8, 2020

Total Calls

Fire = 16
EMS = 90
Total = 106

Total calls for the year 2020 = 763
Total calls for the year 2019 = 868
Total calls for the year 2018 = 914

ALS Responses

Franklin – 7
Greendale -6
Greenfield - 6

Mutual Given/Received for April

Given = 19
Received = 1 (This number doesn't include ALS response into the village)

Staffing as of September 8, 2020

- total part time active is 18
- Other Leave = 2
- Fulltime positions- 1 Chief, 2 Captains, 1 Driver Operator
- Driver Operators (active)- 12
- EMT-P- 4
- AEMT- 7
- EMT Basic - 12

Resignations

Captain Steve Pabelick- Effective September 8, 2020 (MFD)
Firefighter Andrew Brooks- Effective September 1, 2020 (MFD)
Firefighter Corey Calvert – Effective September 8, 2020 (WAFD)
Firefighter Ernesto Campos – Effective August 26th (Stated he did not have any time to commit)
2 Firefighters released during probation period



Hales Corners Fire Department Monthly Report August 2020

Staffing/Scheduling

We will be adding two new members as Paid on Premise Firefighter/EMT's: Sammy Smith and Tristan Strelitzer.

It is requested that fulltime Driver Operator Sarah Kastern be moved into the position of Acting Captain.

Shared Services Agreement

The process of modifying the language in the Shared Services Agreement has been completed at the request of the ICC. The League of Municipalities, the Cities and Villages Municipal Insurance Company and the Corporation Counsel for the City of Milwaukee reviewed the documents. They have created one document with language that was agreed upon by all three entities. The agreement was sent to Village Attorney Jesse Wesolowski. A copy of the document was included in this month's packet of materials.

EMS Fee Increases

We are proposing a 4% increase in our EMS fees. The last fee increase was passed and adopted in April of 2018. The packet included the fee comparisons from 2018 to what is currently being proposed.

Peter R Jaskulski
Fire Chief
pjaskulski@halescornersfire.org

Hales Corners Fire Department

Hales Corners, WI

This report was generated on 9/1/2020 1:21:38 PM

Incident Type Count per Station for Incident Status

Incident Status: All | Start Date: 08/01/2020 | End Date: 08/31/2020

| INCIDENT TYPE | # INCIDENTS |
|--|-------------|
| Station: ST1 - Hales Corners Fire Department | |
| Incident Status: Reviewed | |
| 111 - Building fire | 1 |
| 320 - Emergency medical service, other | 10 |
| 321 - EMS call, excluding vehicle accident with injury | 75 |
| 322 - Motor vehicle accident with injuries | 1 |
| 323 - Motor vehicle/pedestrian accident (MV Ped) | 2 |
| 422 - Chemical spill or leak | 1 |
| 424 - Carbon monoxide incident | 1 |
| 444 - Power line down | 1 |
| 622 - No incident found on arrival at dispatch address | 1 |
| 651 - Smoke scare, odor of smoke | 1 |
| 700 - False alarm or false call, other | 2 |
| 711 - Municipal alarm system, malicious false alarm | 1 |
| 733 - Smoke detector activation due to malfunction | 1 |
| 735 - Alarm system sounded due to malfunction | 1 |
| 743 - Smoke detector activation, no fire - unintentional | 2 |
| 744 - Detector activation, no fire - unintentional | 1 |
| 745 - Alarm system activation, no fire - unintentional | 2 |
| 746 - Carbon monoxide detector activation, no CO | 1 |
| 911 - Citizen complaint | 1 |
| Total Reviewed Incidents for ST1 - Hales Corners Fire Department: | 106 |

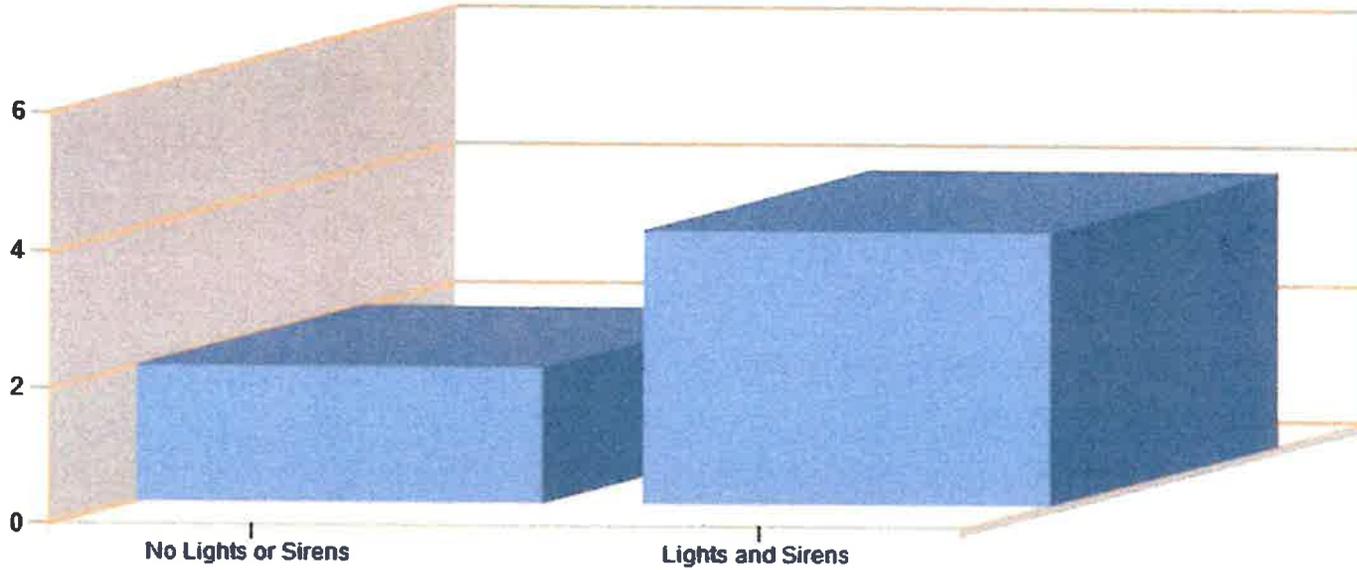
Displays a count of each Incident Type for the selected Date Range,
grouped by Station and Incident Status.

Hales Corners Fire Department

Hales Corners, WI

This report was generated on 9/1/2020 1:24:18 PM

Average Response Time per Response Mode for Station for Date Range
Station: All Stations | Start Date: 08/01/2020 | End Date: 08/31/2020



| RESPONSE MODE | NUMBER of APPARATUS | AVERAGE RESPONSE TIME in MM:SS |
|---------------------|---------------------|--------------------------------|
| No Lights or Sirens | 11 | 2:51 |
| Lights and Sirens | 98 | 4:47 |
| Total: | 109 | 4:35 |

To the Hales Corners Fire Dept. Crew:

This is a note of thanks for everything you have done to help my elderly aunt who lived in the apartment complex next door to your station. She was having health issues and called multiple times after falling and not being able to get up. She was embarrassed to have to call for help but you showed her compassion and kindness each time you responded. She couldn't say enough good things about all of you. I also want to thank you for all you have to do during the COVID-19 situation - you are very much appreciated!

I hope you know
how much you're
all appreciated.

Thank you so much!

Sincerely,

Gretchen and
Arlene's entire Family

2021 HCFD EMS Fees

| | 2019 Rates | 2021 Rates |
|---|------------|------------|
| BLS service and/or treatment without transport (Resident) | 0 | 0 |
| BLS service and/or treatment without transport (Non-Resident) | 0 | 0 |
| BLS service lift assist | 0 | 0 |
| BLS service with transport (Resident) | 591.39 | 615.04 |
| BLS service with transport (Non-Resident) | 771.38 | 802.24 |
| Defibrillation | 114.72 | 119.31 |
| IV and supplies | 69.05 | 71.81 |
| Intubation | 85.76 | 89.19 |
| ALS supplies | 91.33 | 94.98 |
| Oxygen and supplies | 85.76 | 89.19 |
| Mileage (rate per loaded mile) | 19 | 20 |
| EKG | 114.72 | 119.31 |
| Drugs, Group-1: Albuterol, Amioderone (30 mg), Aspirin, Atropine, Benadryl, Calcium Gluconate, Dextrose, Duoneb, D5W, Glucose (oral), Nitroglycerin, Sodium Normal Saline (bags & carpujet), Versed, Zofran Tabs, Zofran IV | 36.75 | 38.22 |
| Drugs, Group-2: Calcium Chloride, Dopamine, Epinephrine (IM or IV, not by Epi-pen), Lidocaine, Sodium Bicarbonate | 42.32 | 44.01 |
| Adenosine | 102.47 | 106.57 |
| Glucagon, up to 1 Mg | 102.47 | 106.57 |
| E-Z IO | 136.99 | 142.47 |
| Spinal Immobilization | 142.56 | 148.26 |
| Triage barcode wristbands | 3.34 | 3.47 |
| Cyano-kits | NA | NA |
| CPAP mask | 51.23 | 53.28 |
| Mechanical CPR | 0 | 100 |

| | Hales Corners | Averages | 2019 Proposed | Cudahy | Franklin | Greendale | Greenfield | Milwaukee | North Shore | Oak Creek | South Milwaukee | St. Francis | Wauwatosa | West Allis |
|--|---------------|----------|---------------|--------|----------|-----------|------------|-----------|-------------|-----------|-----------------|-------------|-----------|------------|
| BLS service and/or treatment without transport (Resident) | | 159.68 | 75 | 205 | 0 | 0 | 0 | 144.16 | 134.22 | 89.54 | 210.63 | 200 | 0 | 134.22 |
| BLS service and/or treatment without transport (Non-Resident) | | 220.8 | 75 | 284.6 | 0 | 0 | 0 | 197.09 | 200.68 | 91.93 | 269.19 | 300 | 0 | 200.68 |
| BLS service lift assist | 0 | 209.17 | 75 | 205 | 0 | 0 | 0 | 0 | 200 | 200.00 | 0 | 200 | 250 | 200 |
| Paramedic service and/or treatment without transport (Resident) | | 193.25 | | 0 | 166 | 145.91 | 159.4 | 144.16 | 166.8 | 152.82 | 444.09 | | 0 | 166.8 |
| Paramedic service and/or treatment without transport (Non-Resident) | | 244.35 | | 0 | 166 | 199.49 | 217.94 | 202.72 | 228.05 | 214.90 | 497.67 | | 0 | 228.05 |
| BLS service with transport (Resident) | 591.39 | 778.31 | 700 | 635 | 811 | 533.18 | 529 | 0 | 811.2 | 626.80 | 750.74 | 625 | 1650 | 811.2 |
| BLS service with transport (Non-Resident) | 771.38 | 896.67 | 700 | 765 | 811 | 583.96 | 704 | 0 | 936.94 | 835.74 | 893.11 | 750 | 1650 | 936.94 |
| Paramedic service with transport Level - ALS-1 (Resident) | 791.38 | 986.61 | | 0 | 1043 | 809.98 | 884.87 | 600.23 | 925.91 | 848.32 | 991.23 | | 1650 | 925.91 |
| Paramedic service with transport Level - ALS-2 (Resident) | 889.86 | 968.88 | | 0 | 1204 | 890.3 | 972.61 | 879.58 | 1017.73 | 932.44 | 1071.54 | | 1650 | 1017.73 |
| Paramedic service with transport Level - ALS-1 (Non-Resident) | 892.13 | 972.63 | | 0 | 0 | 913.1 | 997.52 | 902.11 | 1043.8 | 956.32 | 1094.35 | | 1650 | 1043.8 |
| Paramedic service with transport Level - ALS-2 (Non-Resident) | 1029.13 | 1205.16 | | 0 | 0 | 1053.31 | 1150.7 | 1040.64 | 1204.08 | 1103.17 | 1234.56 | | 1650 | 1204.08 |
| Paramedic service and invasive treatment without transport (Resident) | | 192.43 | | 0 | 166 | 145.91 | 159.4 | 0 | 166.8 | 152.82 | 444.09 | | 138.61 | 166.8 |
| Paramedic service and invasive treatment without transport (Non-Resident) | | 246.53 | | 0 | 166 | 205.19 | 224.16 | 0 | 234.56 | 214.90 | 503.37 | | 189.51 | 234.56 |
| Defibrillation | 114.72 | 125.8 | 135 | | 154 | 117.42 | 150 | 116.01 | 154.28 | 122.97 | 117.42 | | 0 | 154.28 |
| IV and supplies | 69.05 | 75.5 | 75 | | 80 | 70.67 | 77.21 | 69.83 | 80.79 | 74.02 | 70.67 | | 0 | 80.79 |
| Intubation | 85.76 | 93.85 | 90 | | 100 | 87.78 | 95.89 | 85.71 | 100.34 | 91.83 | 87.78 | | 0 | 100.34 |
| ALS supplies | 91.33 | 113.41 | | | 128 | 93.48 | 125 | 92.35 | 128.56 | 97.90 | -- | | 0 | 128.56 |
| Oxygen and supplies | 85.76 | 90.67 | | | 85 | 87.78 | 95.89 | 86.71 | 100.34 | 91.93 | -- | 85 | 0 | 100.34 |
| Mileage (rate per loaded mile) | 19 | 19 | | 17.51 | 22 | 17.92 | 21 | 17.7 | 21.6 | 18.77 | 17.92 | 16 | 17.02 | 21.6 |
| EKG | 114.72 | 114.39 | | 25 | 134 | 117.42 | 128.27 | 116.01 | 134.22 | 122.97 | 117.42 | | 0 | 134.22 |
| Drugs, Group-1: Albuterol, Amiodarone (30 mg), Aspirin, Atropine, Benadryl, Calcium Gluconate, Dextrose, Duoneb, DSW, Glucose (oral), Nitroglycerin, Sodium Normal Saline (bags & carpule), Versed, Zofran Tabs, Zofran IV | 36.75 | 40.14 | | 39.4 | 43 | 37.61 | 41.1 | 37.16 | 43 | 39.40 | 37.62 | | 0 | 43 |
| Drugs, Group-2: Calcium Chloride, Dopamine, Epinephrine (IM or IV, not by Epi-pen), Lidocaine, Sodium Bicarbonate | 42.32 | 45.63 | | 49.52 | 49 | 43.31 | 47.32 | 42.79 | 49.52 | 45.37 | 43.31 | | 0 | 49.52 |
| Drugs, Group-3: Fentanyl, Ketamine, Medazolam, Narcan | | 61.34 | | 75 | 63 | 55.85 | 61.02 | 55.18 | 63.85 | 58.50 | 55.85 | | 0 | 63.85 |
| Epinephrine by Epi-pen | | 106.18 | | 13.77 | 127 | 111.72 | 125 | 110.37 | 127.71 | -- | -- | | 0 | 127.71 |
| Adenosine | 102.47 | 112.94 | | 119.89 | 119 | 104.88 | 114.57 | 103.61 | 119.89 | 109.84 | 104.88 | | 0 | 119.89 |
| Glucagon, up to 1 Mg | 102.47 | 258.57 | | 736 | 215 | 205 | 210 | 103.61 | 215.99 | 220.50 | 205.00 | | 0 | 215.99 |
| Solimedrol, 41-125 Mg | | 74.36 | | 78.19 | 78 | 68.4 | 74.72 | 67.58 | 78.19 | 71.63 | -- | | 0 | 78.19 |
| E-Z IO | 136.99 | 149.94 | | 150 | 166 | 145.91 | 159.4 | 144.16 | 166.8 | 179.09 | 145.91 | 125 | 0 | 166.8 |
| Spinal Immobilization | 142.56 | 154.91 | | 2.94 | 3 | 3.42 | 3.74 | 3.36 | 3.91 | 3.58 | 3.42 | | 0 | 3.91 |
| Triage barcode wristbands | 3.34 | 3.46 | | 0 | 0 | 1053.31 | 1375 | 1040.64 | 1414.19 | 1443.75 | 1053.31 | | 0 | 1414.19 |
| Cyano-kits | | 1256.34 | | 125.9 | 72 | 52.43 | 70 | 51.61 | 72 | 54.92 | 52.43 | | 0 | 72 |
| CPAP mask | 51.23 | 68.28 | | | | | | N/A | | | | | 0 | 150 |
| Mass Decon fee | | 150 | | | | | | N/A | | | | | 0 | 150 |
| Hovermat Single-Use Air Lift Device | | 131.58 | | | | | | | | | 131.58 | | 0 | |
| Mechanical CPR | | 75 | | | | | | 75 | | | | | 0 | |

**These are 2018 rates, evaluation of 2019 rates will be done in early 2019.

**These are 2018 rates, evaluation of 2019 rates will be done in mid 2019.

AGREEMENT FOR MUTUAL ASSISTANCE

This Agreement for Mutual Assistance, (“Agreement”), is entered into as of the date signed the respective parties, each a Wisconsin Municipal Corporation acting by and through its fire departments, each with proper authorization to execute this Agreement, (herein referred to collectively as “the Parties” or “the Departments” and individually as “a Party” or “a Department”), and is made pursuant to Wis. Stat. Secs. 66.0301 and 66.03125.

Section 1. Purpose.

The purpose of this agreement is to provide for extended firefighting capabilities in the participating municipalities when deemed necessary under the circumstances described herein. The parties understand that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

The governing officials of the governmental entities set forth below, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters. As such, this Agreement is intended to provide for fire department response circumstances not specifically otherwise provided for under separate non-applicable to this Agreement existing Mutual Aid Fire Service Agreements and Mutual Aid Box Alarm System Agreements, that being the response to a call for service in an area outside of the responder’s municipality, due to the proximity of facilities and equipment for a potentially more rapid response.

The parties understand that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

Section 2. Authority.

This Agreement is made and entered into by the parties pursuant to the authority granted by Wisconsin Statute Section 66.0301, which authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and Wisconsin Statute Section 66.03125, which authorizes fire departments to engage in mutual assistance within a requesting fire department’s jurisdiction.

Section 3. Definitions.

Mutual Assistance

Mutual Assistance as applied herein means the loaning of services with the accompanying apparatus, by one or more municipalities, to meet an emergency beyond the capabilities of the municipality being aided.

Participating Municipalities

A municipality that commits itself to this mutual aid agreement by passage of a resolution or ordinance authorizing participation in the program with other participating member municipalities for rendering

and receiving mutual aid and in the event of an incident in accordance with team operating procedures.

Requesting Agency

The municipality in which an incident occurs that cannot be adequately handled by the local Fire Department.

Aiding Agency

A municipality furnishing fire and/or EMS personnel, equipment and apparatus to a Requesting Agency's municipality.

Emergency condition

For the purposes of this Agreement, any unexpected fire and/or EMS occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both; a hazardous situation is a situation that creates a level of threat to life, property, health or the environment.

Sections 4. Mutual Considerations and Conditions.

1. In consideration for each party's mutual assistance to the other upon the occurrence of an emergency condition and/or hazardous situations in any portion of the designated area where this Agreement is in effect, a predetermined number of firefighting equipment and/or emergency medical equipment or personnel of the parties may be dispatched to such point where the emergency condition and/or hazardous situations exists in order to assist in the protection of life and property, subject to the conditions hereinafter stated.

Details as to amounts and types of assistance to be dispatched, logistical methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chiefs of the fire departments from the respective parties. These details will be stipulated in an Operation Policy and signed by the Chiefs of the departments upon authorization from their respective governing bodies. No party shall have any obligation pursuant to this Agreement to another party unless and until an Operation Policy is executed between the respective parties. Said Operation Policy may be revised or amended at any time by mutual agreement of the Fire Chiefs as they are so respectively authorized and as conditions may warrant. The Operational Policy should be reviewed annually and as needed.

2. Personnel and equipment dispatched pursuant to this agreement shall report for direction and assignment to the fire chief or incident commander of the fire department of the jurisdiction in which the mutual assistance service is being provided and in accordance with the Operation Policy.
3. Either party may decline a request for mutual aid, if in the best judgment and discretion of the responding party's fire chief or other ranking officer in charge at the time, the safety of the

responding party's own jurisdiction's inhabitants would be excessively compromised or otherwise put in unwarranted jeopardy. In the event of such decision, the responding party shall immediately notify the requesting party of its decision and may assist the requesting party in summoning assistance of other service providers, if practical or feasible. These actions shall be monitored by the Chief or their designees to ensure equitability of services.

No liability of any kind or nature shall be attributed to or be assumed whether express or implied by a party hereto, its duly authorized agents and personnel for failure or refusal to render aid. In addition, there shall not be any liability for a party that withdraws aid once provided pursuant to the terms of this Agreement. However, once a request is accepted it should generally be carried through and not withdrawn.

4. While it is deemed equally beneficial, sound and desirable for the parties of this agreement to work collaboratively in accordance with the terms of this agreement, it is not the intent of the parties to transfer risk to or assume liability on behalf of another party to this agreement. At all times while equipment and personnel of any party's fire department are traveling to, from, or within the geographical limits of any other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.
5. This Agreement is not intended to create an employer/employee relationship between the parties. The requesting party, or the party in charge under the operations policy, shall assume control over the operations of the mutual aid incident scene, however it shall be each party's responsibility to maintain the safety of its own personnel and others at the scene or within its immediate vicinity. Each party to this Agreement, in relation to any and all other parties to this Agreement, is responsible for the operation of its own vehicles and equipment and the acts of its personnel responding to a request for mutual assistance while they are providing assistance in the requesting community. The employees that may provide services under this Agreement shall continue to be the employees of his or her employing parties' fire department and shall be covered by his or her employing parties' fire department municipality for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 Wisconsin Statutes and any civil liability insurance. Any employee while providing services under this Agreement is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing parties' fire department.

The terms and provisions of this Agreement are applicable to and only for the benefit of the parties hereto, and not to any other person or claimant not a party hereto, and shall not under any circumstances be construed to be enforceable by or in any way used as evidence for any claim for wages, benefits or the like which may be due to any employee of any party hereto.

6. The parties declare and acknowledge that they are governmental entities entitled to governmental immunity under the common law and under Section 893.80 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes. The parties also agree that they are not waiving any other immunities or defenses available to them under

state, federal or administrative law. All of the provisions of Section 895.46 of the Wisconsin Statutes also apply.

7. Each party hereto shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of being a party to this Agreement. Annually and upon request, a party must provide evidence of compliance with the insurance provisions of this section to the other party.
8. The parties agree that each shall respond without any cost, charge or financial assessment to the other for cost incurred pursuant to this Agreement. However all parties providing assistance hereunder shall be entitled to the equitable distribution between the parties providing services of any expenses recovered from other responsible entities. The Chief or designee of the Department receiving reimbursement shall be responsible for working with the other parties to find a reasonably equitable distribution among all claimant departments. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.
9. In the event that any individual performing duties subject to this Agreement shall be named as a defendant party in any state or federal civil lawsuit brought by a third party, arising out of his or her official acts performed within the scope of his/her duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits and the same insurance of his/her employing agency that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed. Moreover, 895.46 Wis. Stats., shall apply to such individual performing duties subject to this Agreement. Accordingly, the benefits of defense and indemnification to third party lawsuits as described in this paragraph shall be supplied by the party where the individual is regularly employed.
10. This Agreement shall commence and become effective as to any party shall be on the date of the signature of any such party hereto and shall supersede any previous versions of this mutual aid agreements entered into by the parties.
11. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other parties' Fire Chief. The cancellation notice shall be filed with the Clerks of each municipality.
12. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 5. Effect of Other Agreements

1. The Municipal Elected Bodies for the undersigned may from time to time enter into separate agreements for the purchase and/or equitable sharing of equipment, personnel, etc. with and between any of the undersigned parties. Said separate agreements are not intended to impact the intent or terms of this Mutual Aid Agreement contained herein.

2. Separate agreements under this section should be approved subject to notification of all of the undersigned parties.
3. Should any party outside of Milwaukee County be considered as a party to this agreement, all undersigned parties should be notified of such interest and intent.

BE IT RESOLVED:

1. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.
2. This Agreement is hereby approved subject to the terms, conditions and limitations set forth in said agreement.
3. The parties hereby enter into this Agreement knowingly, voluntarily and for the benefit of their communities, humanity and the common good.
4. The undersigned representatives of each party are hereby authorized to abide to the terms, conditions and limitations set forth in this Agreement.

This signatory certifies that this Agreement for Mutual Assistance has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is document is attached hereto.

Municipal Corporation

Signatory

Date