

DISCLAIMER: This sample PSAP Back-Up agreement is provided with the PSAP COOP template as a resource and example only. Use of this agreement is not required nor endorsed by the State of Wisconsin and publication of this agreement shall not be construed as legal advice. PSAPs should work with appropriate legal counsel and the impacted parties when developing their own agreement(s) for PSAP back-up and abandonment during COOP activations.

**INTER-MUNICIPAL AGREEMENT
BETWEEN THE CITY OF WAUKESHA & WAUKESHA COUNTY
REGARDING PUBLIC SAFETY ANSWERING POINT (PSAP) BACKUP**

WHEREAS, the City of Waukesha (the "City") operates a public answering point (PSAP) in and for emergency dispatch service for the City of Waukesha, and

WHEREAS, Waukesha County (the "County") operates a public answering point (PSAP) in a facility in the City of Waukesha, and

WHEREAS, both the City and County believe that the operation of their facility is necessary to provide for the safety, security and well-being of its respective citizens, and

WHEREAS, from time to time, there may be malfunction or loss of power at the City PSAP which may require said operation to rely on the County PSAP for back-up service.

THEREFORE, in consideration of the mutual promises made herein, the County and the City agree as follows:

1. The County agrees to act as the back-up PSAP and dispatch center for the City at all times that the City reasonably determines said backup is necessary to provide for the safety, security and well-being of its citizens.
2. The County agrees to comply with the standard operating procedures as set forth in Exhibit "A" attached to this Agreement and hereby incorporated by reference, to implement this back-up responsibility in the event the City declares such a need.
3. The terms of this Agreement shall commence on January 1, 2023, or upon the date this Agreement is executed by the parties, whichever is later, and shall terminate on December 31, 2025. Upon written notice by either party, this Agreement may be terminated for any reason prior to December 31, 2025, provided said notice provides for termination on the first day of a month more than sixty (60) days from receipt of the notice.
4. Each party shall indemnify, save and hold harmless the other party, its officers, employees, agents and representatives from any liability (including statutory liability and liability under worker's compensation or other occupational disease law), claim action, loss, cost damage, injury (including death), or expense, including attorney's fees, due to the negligence or intentional wrongful act of its officers, employees, agents and representatives, arising out of or resulting from the implementation of this Agreement by the representative parties. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same. Nothing in the foregoing indemnification provision shall in any way constitute or be construed as

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a waiver by the County or any immunity, liability limitation, limitation on the amount recoverable, or other protections available to the County under Wis. Stat. s. 893.80, or any other applicable statute or law.

5. The County shall not be covered under the City's worker's compensation. All responsibility to pay wages, provide employees benefits, including worker's compensation, and other similar employer responsibilities shall remain with the respective parties for their own employees.

Nothing in this Agreement shall be construed so as to give either the City or the County, its employees or agents any relationship to each other, other than independent contractors. The County employees shall not be entitled to the rights, benefits, salaries, wages or fringe benefits of the employees of the City.

6. There will be no charges for the first 48 hours of co-location. If co-location is required beyond that time, the County will invoice the City for all expenses incurred on its behalf beyond the initial 48 hours. However, any expenses incurred by the County during the first 48 hours of the incident which are later determined to be recoverable from third parties, responsible parties or State and Federal disaster assistance fund as eligible, those identified expenses shall be reimbursed to the County.
7. 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:

Waukesha County Executive's Office
515 W Moreland Rd.
Waukesha, WI. 53188

With Copy to
Waukesha County Department of
Emergency Preparedness
Attn: Director
1621 Wood burn Rd.
Waukesha, WI 53188

And upon the City at:

City Administrator
201 Delafield St #203
Waukesha, WI 53188

With Copy to
Chief of Police
1901 Delafield St
Waukesha, WI 53188

8. There shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

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9. 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.
10. There shall be no modification to this Agreement, except in writing, signed by both parties.
11. The entire agreement of the parties is contained herein, 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 City and the County relating to the subject matter.
12. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
13. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
14. This Agreement shall be effective as of the later of the date it is signed by Waukesha County or approved by the City Common Council.

Both parties hereto having read and understood the entirety of this Agreement affix their duly authorized signatures.

CITY OF WAUKESHA

Date: 3/2/23

By: Shawn N. Reilly
Shawn N. Reilly
Mayor

**WAUKESHA COUNTY DEPARTMENT OF
EMERGENCY PREPAREDNESS**

Date: March 10, 2023

Gary A. Bell
Gary A. Bell
Director of Emergency Preparedness



Standard Operating Procedure

WCC SERVING AS THE CITY OF WAUKESHA COMMUNICATIONS CENTER PSAP BACKUP

Implementation Date 07.28.04

Revision Date 01.03.08

Rescinded Date

Last Reviewed Date 08.12.13

Section General
Approved By: S. Stigler
Training & Operations Manager

Sherri L Stigler

Authorization By: G. Bell
Director

Gary A. Bell

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PURPOSE

To provide guidelines for the transferring of 9-1-1 calls, non-emergency calls and dispatching calls for services to the affected agency until the affected agency has relocated to their backup location.

SCOPE

This SOP applies to all WCC Dispatchers/Supervisors and City of Waukesha Police Department Dispatchers.

DEFINITIONS

WCC	Waukesha County Communications
City of Waukesha	City of Waukesha Police Dispatch Center

POLICY/PROCEDURE

WCC has agreed to serve as the City's backup 9-1-1/Dispatch center. The 9-1-1 emergency default routing and 10-digit line forwarding for the City has been set up to go from the affected agency to the backup agency upon manual and/or pre-selected activation.

9-1-1 System Down & Relocation Not Required:

Notification Function:

These are 9-1-1 calls that cannot be answered at the PSAP. The calls will either be routed automatically by the telephone system or in some cases, by manual intervention by the affected PSAP or the telephone company. Whenever possible, the backup agency shall be contacted by the affected agency and advised of the situation before the re-routing occurs or as soon as possible.

A. 9-1-1 calls that have been re-routed will be handled by one of the following procedures:

1. 9-1-1 calls transferred:

- The 9-1-1 calls will be answered according to the backup agency's 9-1-1 answering procedure.
- The backup agency will transfer the call, via the conference connection, to the affected agency's 10 digit emergency lines. The backup agency will remain on the line until the affected agency has taken over the call.

2. If the 9-1-1 calls cannot be transferred:

- The 9-1-1 calls will be answered according to the backup agency's 9-1-1 answering procedure.
- The appropriate call taking techniques will be used to gather the required information.
- The backup agency will contact the affected agency via telephone and relay the call information.
 - If affected agency cannot be contacted via telephone, the affected agency will be contacted via the 800-trunking talk group.
 - "City of Waukesha from WCC."
 - "Go ahead WCC."

- "We have call information for you."
- "Go ahead."
- "You have a house fire at 231 N. Main."

B. Dispatch Function:

If the backup agency answering the phone is unable to contact the affected agency via telephone or the 800-trunking talk group, the call will be dispatched by the backup agency using the appropriate radio frequency/talk group and making a call announcement.

- Fire: "City of Waukesha Fire, you have a house fire at 231 N. Main."
 - Police: "City of Waukesha Police, you have a theft of an automobile at 1721 W. Sunset."
- The backup agency will dispatch, monitor and log pertinent data.

Depending upon the projected duration of the problem, it may be necessary for the affected agency to make a public safety announcement/press release to give guidance to the affected citizens.

After the problem has been corrected, the affected agency shall resume handling their 9-1-1 calls and radio responsibilities. The affected agency is responsible for changing any re-routing instructions back to the normal operations.

9-1-1 System Down & Relocation Is Required:

These are 9-1-1 calls that cannot be answered at the PSAP, dispatching at the affected agency is not possible and it is necessary for the affected agency to relocate to the backup agency. The 9-1-1 calls will either be routed automatically by the telephone system or in some cases, by manual intervention by the affected PSAP or the telephone company. Certain 10-digit lines of the affected agency will be forwarded to the backup agency. Whenever possible, the backup agency shall be contacted by the affected agency and advised of the situation before the re-routing occurs or as soon as possible. The affected agency shall start relocating personnel as soon as possible.

These calls will be handled in the following manner:

- The 9-1-1 calls and the 10-digit line calls will be answered according to the backup agency's answering procedures.
 - In the case of the 10-digit line calls, it may be necessary to advise the caller that the lines have been forwarded due to telephone line problems.
- The appropriate call taking techniques will be used to gather the required information.
- The call will be dispatched by using the appropriate radio frequency/talk group and making a call announcement.
 - Fire: "City of Waukesha Fire, you have a house fire at 231 N. Main."
 - Police: "City of Waukesha Police, you have a theft of an automobile at 1721 W. Sunset."
- The call will be monitored and pertinent data logged by the backup agency until completed or until the affected agency takes over their calls.
- The backup agency will monitor the radio talk groups and 9-1-1 lines until the affected agency is able to relocate and take over their own calls or the problem is corrected.

During the relocation process, the backup agency shall answer and process the 9-1-1 and 10-digit line calls of the affected agency. The backup agency shall assume the dispatching, monitoring and logging of pertinent data of the affected agency's radio talk groups. After the affected agency has relocated at the backup, the affected agency shall assume their responsibilities.

Depending upon the projected duration of the problem, it may be necessary for the affected agency to make a public safety announcement/press release to give guidance to the affected citizens.

After the problem has been corrected, the affected agency shall resume handling their 9-1-1 calls and radio responsibilities. The affected agency is responsible for changing any re-routing instructions back to the normal operations.