

VIII

R. C. No. _____ - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. August 15, 2022.

Your Committee to whom was referred Res. No. 48-22-23 by Alderpersons
Felde and Ackley establishing a rotational dispatch contract for emergency
securement and board-up after fire incidents; recommends adopting the
Resolution.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted
and adopted by the Common Council of the City of Sheboygan, Wisconsin, on
the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

30

Res. No. 48 - 22 - 23. By Alderpersons Felde and Ackley. August 1, 2022.

A RESOLUTION establishing a rotational dispatch contract for emergency securement and board-up after fire incidents.

WHEREAS, the City of Sheboygan Fire Department ("Department") routinely responds to fires and other incidents which, through initial damage or damage created during response, render buildings and/or properties insecure and susceptible to further damage; and

WHEREAS, the Department desires to establish a list of companies who may respond to secure these buildings and/or properties and who agree to follow terms and conditions intended to maintain order and limit interference with fire personnel.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby establishes an Emergency Securement and Board-Up Rotational Contract Program whereby qualified companies are requested to respond to incidents that render properties insecure in terms substantially similar to those set forth in the attached Emergency Securement & Board-Up Rotational Contract Application.

UHS

Barbara Felde
Beth Ackley

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



City of Sheboygan
FIRE DEPARTMENT
1326 North 25th Street
SHEBOYGAN, WISCONSIN 53081
(920) 459-3327 OFFICE
(920) 459-0209 FAX



EMERGENCY SECUREMENT & BOARD-UP
ROTATIONAL CONTRACT APPLICATION

Business Name: _____

Business Address: _____

Mailing Address (if different): _____

Business Phone: ____ (____) _____

Phone Number to be Used for Dispatching: ____ (____) _____

Business Agent Name and Title: _____

Please submit the following documents with the signed application:

- Certificate of Insurance evidencing the following minimum limits:
 - o Workers' Compensation: Statutory Limits
 - o General Liability: \$1,000,000 occurrence/ \$2,000,000 aggregate
 - o Automobile Liability & Property Damage: \$1,000,000 combined single limit
 - o Umbrella Liability: \$5,000,000 per occurrence and aggregate
 - o Note: If application is approved, Business will be required to provide an updated certificate of insurance identifying the "City of Sheboygan" as additional insured and granting the City 30 days' notice of cancellation, non-renewal or expiration.
- Company Response Policy
- Company Board-Up Policy

By signing below, the above-identified business agrees to follow the terms and conditions for inclusion in the rotational program located on the following page. Business further agrees to indemnify, defend, and hold harmless the City, its officials, officers, agents, employees, and consultants from and against all suits, claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease, death, personal injury, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and, (b) is caused in whole or in part by any negligent act or omission of Business, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified hereunder or arises by or is imposed by law regardless of the negligence of any such party. By signing below, the business agent attests to be authorized to enter into contract on behalf of the business.

Signature: _____ Date: _____



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TERMS & CONDITIONS

The City of Sheboygan Fire Department Emergency Site Securement & Board-Up Services Rotational Contract Program is available to qualified businesses ("Participants") who agree to follow each of the terms and conditions noted below:

1. **Rotational Dispatch & Response.** Participants will be notified by the Sheboygan Fire Department ("SFD") or the Sheboygan County Dispatch Center when an incident occurs within the City of Sheboygan that requires property securement and/or board-up. Participants shall not arrive to an incident scene unless they have been requested. Response time shall be within forty-five (45) minutes of the request for services. If a timely response is not possible or if the contractor otherwise declines a call for service, such advisement shall be made to dispatch at the time of call or not later than ten (10) minutes after the call.

Upon arrival, Participant shall park away from the incident and report to the Incident Commander. Vehicles and personnel shall stay clear of the scene until authorized by the Incident Commander. Personnel shall not gather information or speak with property owners until authorized by the Incident Commander and after the fire investigation personnel have completed their duties. Site security measures shall not commence until authorized by the homeowner or insurance company, if applicable.

2. **Identification.** All vehicles and personnel responding to an incident shall be marked with company logo or name. If personnel do not customarily wear uniforms, personnel shall wear some identifier such as an I.D. badge or vest.
3. **Equipment and Materials.** Participants are solely responsible for supplying the materials, equipment and labor necessary to safely complete each board-up. Participants shall fully comply with all safety requirements set forth under state and federal law, including OSHA standards.
4. **Minimum Site Security Requirements.** Buildings shall be sufficiently secured to prevent unauthorized access and to minimize weather-related damage. Access points shall be locked and means of entry shall be provided to the property owner.
5. **Billing.** Invoices for emergency board-up and securement services shall be sent to the homeowner or insurance company, if applicable. Participant will not submit an invoice to the City of Sheboygan for these activities.
6. **Noncompliance Penalty and Appeal.** Violations with the terms and conditions set forth in this Agreement may result in suspension, disqualification or termination. The Fire Chief shall have the authority to enforce penalties for noncompliance and to otherwise terminate this Agreement. Factors that the Chief may consider include but are not limited to the participant's timeliness and performance; professional service and attitude; ability to perform the necessary services in a safe manner; customer satisfaction; and accurate record-keeping.

Aggrieved participants may appeal the Chief's decision within 15 days of the mailing of the Notice of Suspension, Disqualification or Termination by filing a written appeal to the City Clerk. Such appeal shall set forth the reason(s) for the appeal. Within 30 days, the Licensing, Hearings & Public Safety Committee shall hold a hearing at which the parties may offer testimony and documents. Within 20 days of the hearing, the committee shall affirm, modify, or reverse the Chief's decision.