

14.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2009-0266 Resolution Introduced

Resolution relative to a one-year extension (for 2010) of the Intergovernmental Cooperation Agreement between the City of West Allis (Fire Department) and the Milwaukee Metropolitan Sewerage District for Tunnel Rescue Team and Services in the amount of \$356,534.

Introduced: 12/15/2009

Controlling Body: Administration & Finance Committee

Sponsor(s): Administration & Finance Committee

COMMITTEE RECOMMENDATION

adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
DEC 15 2009			Barczak				
			Czaplewski				
		X	Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt				
			Sengstock				
			Vitale	✓			
		X	Weigel				
		TOTAL		5			

SIGNATURE OF COMMITTEE MEMBER

Just Kopplin

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION

ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
DEC 15 2009			Barczak	✓			
			Czaplewski	✓			
		✓	Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
		TOTAL		10			



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2009-0266

Final Action:

Sponsor(s): Administration & Finance Committee

DEC 15 2009

Resolution relative to a one-year extension (for 2010) of the Intergovernmental Cooperation Agreement between the City of West Allis (Fire Department) and the Milwaukee Metropolitan Sewerage District for Tunnel Rescue Team and Services in the amount of \$356,534.

WHEREAS, the City of West Allis and the Milwaukee Metropolitan Sewerage District (MMSD) entered into a five and one-half intergovernmental cooperation agreement in 2004 regarding tunnel rescue team and services; and,

WHEREAS, the MMSD has requested that the City of West Allis (Fire Department) continue to provide said team and services for one additional year (2010) for the sum of \$356,534; and,

WHEREAS, it is in the best interest of the City to continue to provide said team and services to the MMSD; and,

WHEREAS, the West Allis Police & Fire Commission, at its meeting on November 19, 2009, has approved and recommends this one-year extension.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached Amendment Number One be and is hereby approved.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to execute said amendment on behalf of the City.

ADM\ORDRES\ADMR382

ADOPTED

DEC 15 2009

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

12/21/09

Dan Devine, Mayor

Amendment Number One
Intergovernmental Cooperation Agreement
Tunnel Rescue Team and Services

This **Amendment Number One** is made to the 2004 Intergovernmental Cooperation Agreement (“Agreement”) between the Milwaukee Metropolitan Sewerage District (“District”) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of West Allis Fire Department (“City”) with its principal place of business at 7332 West National Avenue, West Allis, Wisconsin 53214.

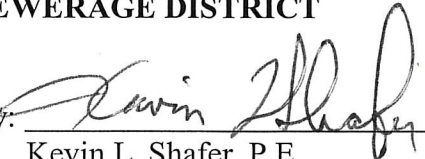
The District and the City agree to a one year extension of the Agreement as follows:

- (1) Section 2.01 is amended to require the District to pay the City \$356,534.00 in equal quarterly installments for 2010 Tunnel Rescue Team Services.
- (2) Section 3.01 is amended to extend the Agreement for one year and the expiration date to December 31, 2010.
- (3) The Scope of Services is updated to reflect the four (4) ongoing underground construction projects that have been identified by the Parties as needing Tunnel Rescue Team Services during 2010, specifically: the South 43rd Street Relief sewer; the Barclay/4th Street/Chase MIS Replacement; the Canal Street Wet Weather MIS Relief; and the Milwaukee County Grounds Detention Basins.

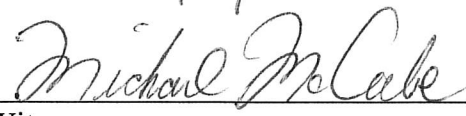
All other provisions of the Agreement, as amended, remain in full force and effect.

The parties agree to amend the Agreement.


**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

By: 
Kevin L. Shafer, P.E.
Executive Director

Date: 1/14/10


Witness

CITY OF WEST ALLIS


By: 
Dan Devine
Mayor, City of West Allis, WI

Date: 12/21/09

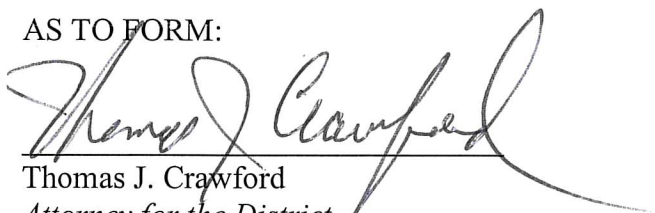

Witness

By: 
Joseph F. Kempen
President, *West Allis Police and
Fire Commission*


Date: 12/21/09


Witness

AS TO FORM:


Thomas J. Crawford
Attorney for the District

AS TO FORM:

 12-22-09
Scott Post
City Attorney, City of West Allis, WI



STEVEN J. HOOK
CHIEF



CITY of WEST ALLIS
FIRE DEPARTMENT

To: Mayor Dan Devine and members of the Common Council
From: Steven J. Hook, Fire Chief *SH*
Re: Request to approve extension of MMSD Tunnel Rescue Agreement
Date: December 1, 2009

On November 30, 2009, Asst Chief Gary Streicher, Mr. Paul Ziehler and I attended the Milwaukee Metropolitan Sewerage District's Policy, Finance and Personnel Committee meeting to discuss the extension of our agreement for the provision of tunnel rescue services. The committee approved a one-year extension at a cost of \$356,534. The full MMSD Board will consider the extension on December 14.

All provisions of the previous agreement were proposed to remain intact, and the 2010 fee was based on training, preparedness and administrative expenses. Mr. Bob Sander, MMSD Assistant Controller, worked with our team to prepare the extension.

MMSD proposed a one-year extension because they anticipate ceasing tunnel work for three years, 2011, 12 and 13, to focus funding on structural repairs and renovations to their buildings. After 2013, MMSD may resume tunnel work at which time they may seek tunnel rescue bids.

In the years between tunnel projects, we intend to ask MMSD to allow us to store, maintain and utilize the tunnel rescue equipment as necessary to provide service to local communities and MABAS partners, and to keep our personnel proficient in its use. We further intend to seek a lesser agreement with MMSD that may provide financial assistance for this preparedness and equipment maintenance.

I am providing this agreement for your review, in preparation of MMSD's approval on December 14. Assuming MMSD approves the agreement, it will be ready for your Council's consideration on December 15. The agreement requires Mayor Devine's signature on behalf of the City. The President of the Board of Police and Fire Commissioners will sign insofar as the fire department's interaction with MMSD is concerned, since the PFC approved the extension at their regular meeting on November 11.

I believe this agreement continues the good working relationship between our agencies. Please review the agreement, and feel free to contact me with any questions or concerns.



Milwaukee Metropolitan Sewerage District

Meeting Agenda

260 West
Seeboth Street
Milwaukee, WI
53204

Policy, Finance & Personnel Committee

*David Cullen, Chair, Ronald G. Hayward, Vice Chair
Michal Ann Dawson, Willie C. Wade, Wallace White
Dale J. Richards, Ex-Officio*

Monday, November 30, 2009

9:15 AM

Dennis M. Grzezinski Conference Room

NOTICE IS HEREBY GIVEN, pursuant to Section 19.84, Wisconsin Statutes, that the Milwaukee Metropolitan Sewerage District's Policy, Finance and Personnel Committee will hold its regularly scheduled public meeting on Monday, November 30, 2009 at 9:15 a.m. or immediately following the Operations Committee meeting which begins at 9:00 a.m. at the District's Headquarters, 260 W. Seeboth Street, Milwaukee, Wisconsin, in the Dennis M. Grzezinski Conference Room.

PURSUANT TO SECTION 19.85(1)(g), Wisconsin Statutes, the Committee reserves the right to go into Closed Session on any item on the public portion of the agenda to confer with Legal Counsel when it appears the matter may involve the District in litigation. If the Committee does convene in such a Closed Session, it is contemplated that the Committee will again, before adjourning the meeting, reconvene at the same place in Open Session at which time the Committee may act upon any item(s) considered in the Closed Session and upon any unfinished items from the regular agenda.

CALL TO ORDER

RECORD ROLL

Approval of Proceedings of Regular Committee Meeting held November 2, 2009 and Special PF&P Committee Meeting held November 16, 2009

UNFINISHED BUSINESS

- 2 09-133-10 Approval of 2010 Pay Grade Structure for Pay Grades 8 through 20 for Management/Non-Represented Employees

NEW BUSINESS

- 3 09-152-12 Declaration of the Public Necessity and Approval of the Revised Acquisition Plat (Relocation Order) for the Kinnickinnic River Flood Management-Mainstem Work, Project W40002
- 4 09-153-12 Authorization to Extend the Agreement with the City of West Allis Fire Department for the Provision of Tunnel Rescue Services

- 5 **09-154-12** Authorizing Application for a State Municipal Flood Control Grant and Appropriation of Funds for a Municipal Flood Control Grant-Eligible Project in the Kinnickinnic River Watershed
- 6 **09-155-12** Award of Contract for the Purchase of Analytical Laboratory Services
- 7 **09-156-12** Positions Exempt from the Financial Disclosure Requirements of the Code of Conduct for the Calendar Year 2010
- 8 **09-157-12** Authorizing the Executive Director to Enter into Agreements for Provision of the Workforce Development Training and Placement Program (WDTP)

ORGANIZATION & ADMINISTRATION

09-007-1 EXECUTIVE DIRECTOR'S REPORT

A. Monthly Reports

CLOSED SESSION

PURSUANT TO SECTION 19.85(1)(c), (e) and (g), Wisconsin Statutes, the Committee will go into Closed Session considering employment, compensation and performance evaluation data of District employees, regarding deliberations and/or negotiations on contracts which for bargaining reasons require a Closed Session and for conferring with Legal Counsel with respect to litigation in which the District is or may become involved.

- CS2 09-158-12** Considering Employment, Compensation and Performance Data; Executive Director, Director of Legal Services
- CS3 09-012-1** Deliberating the Investment of Public Funds for Which Competitive and Bargaining Reasons Require a Closed Session
- Revised Acquisition Plat for Kinnickinnic River Flood Management-Mainstem Work, Project W40002
- Milorganite
- CS4 09-011-1** Deliberations and/or Negotiations on Labor C ontracts which for Bargaining Reasons Require a Closed Session
- CS5 09-013-1** WPDES Permit Reissuance
- CS6 09-015-1** Claims Arising from June 6-9, 2008 Storm Event

PURSUANT TO SECTION 19.84, the Committee may reconvene in Open Session to continue discussion of items listed on the public agenda; and may reconvene in Closed Session again thereafter to further discuss any items not completed during the Closed Session and may thereafter reconvene in Open Session to further discuss the Open and Closed Session items. Any items taken up in Closed Session may subsequently be taken up in Open Session .

ADJOURNMENT

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request these services, contact the Office of the Commission at (414) 225-2108, (FAX) (414) 272-5227 or write to Office of the Commission 260 W. Seeboth Street, Milwaukee, Wisconsin, 53204-1446.

Marjorie Stahl, Commission Secretary
Milwaukee Metropolitan Sewerage District



COMMISSION FILE NO: 09-153-12 **DATE INTRODUCED:** November 30, 2009

INTRODUCED BY: Executive Director Signature on File in Office of the Commission

REFERRED BY COMMISSION CHAIRPERSON TO: Policy, Finance, and Personnel Committee

RELATING TO: Authorization to Extend the Agreement with the City of West Allis Fire Department for the Provision of Tunnel Rescue Services

SUMMARY:

The Commission is requested to authorize the Executive Director to extend the current intergovernmental cooperation agreement with the City of West Allis Fire Department for the provision of tunnel rescue services by one year to expire on December 31, 2010 for a cost of \$356,534, plus equipment replacement.

The West Allis Fire Department has provided the primary tunnel rescue team for District underground tunnel construction projects since September 2004. The tunnel rescue team has worked closely with the Owner Controlled Insurance Program (OCIP) Safety Director, contractors, and the Wisconsin Underground Contractors' Association to ensure the capability of the team to meet all applicable standards and readiness to provide rapid, effective response in case of an accident.

A review of District capital construction schedules indicates four ongoing tunnel construction projects active in 2010. Tunnel construction for each project is expected to be completed by the end of 2010. It is anticipated that, following completion of these four projects, a dedicated tunnel rescue team for District capital projects will no longer be necessary.

ATTACHMENTS: BACKGROUND KEY ISSUES RESOLUTION
FISCAL NOTE S/W/MBE OTHER Tunnel Rescue Service Agreement & Amendment 1

*PFP_WestAllisTunnelRescueAmend1_legislative_file11-2009
11-03-09*

COMMITTEE ACTION: _____ **DATE:** _____

COMMISSION ACTION: _____ **DATE:** _____

BACKGROUND

Authorization to Extend the Agreement with the City of West Allis Fire Department for the Provision of Tunnel Rescue Services

In July 2004, following a Request for Proposal process, the Commission authorized the Executive Director to enter into a five-year agreement through December 31, 2009 with the City of West Allis Fire Department to serve as the primary Tunnel Rescue Team (TRT) for the District's underground construction projects for a fee of \$1,838,878. The fixed fee covers operation and maintenance costs associated with TRT service readiness, including training, supplies, maintenance of equipment, contractor briefings and site inspections.

Cost of replacement equipment is in addition to the fixed fee as well as any additional expenses incurred by the City of West Allis Fire Department to respond to an actual underground accident at a construction site. To date under the current agreement, the District has incurred \$61,082 in costs for replacement equipment, primarily associated with maintenance and replacement of self-contained breathing apparatus units.

There are four tunnel construction projects currently in progress which are expected to need tunnel rescue service availability during 2010:

- Barclay/4th/Chase MIS Replacement, project C07008 – through 2nd quarter 2010,
- Milwaukee County Grounds Detention Basins, project W20004 –through 2nd quarter 2010,
- Canal Street Wet Weather MIS Relief, project C07022 – through 3rd quarter 2010, and
- South 43rd Street MIS Relief, project C06009 – through 4th quarter 2010.

KEY ISSUES

Authorization to Extend the Agreement with the City of West Allis Fire Department for the Provision of Tunnel Rescue Services

Staff recommends a one-year extension of the agreement with the City of West Allis Fire Department to continue to provide tunnel rescue services for the District's capital improvement program for the following reasons:

- **Qualifications.** The West Allis Fire Department has operated a Technical Rescue Program since 1995. Tunnel rescue is one of the services provided by that team. The 54 members of the Technical Rescue Team are proficient in a variety of specialized emergency response services, including confined space, low-angle rescue, ice or water rescue, hazardous materials response, tunnel rescue and trench rescue. All non-Technical Rescue Team employees of the department are trained to assist and supplement the team's efforts. The department has a succession plan to replace team members as necessary to assure that experience and preparedness are maintained. The Commission on Fire Accreditation International has recognized the West Allis Fire Department as the only accredited fire department in the State of Wisconsin.
- **Training.** Training specific to the Tunnel Rescue Team is conducted monthly. During 2009 training has included the following topics:
 - Breathing apparatuses and personnel protective equipment,
 - Simulated response, assembly, and deployment,
 - Set-up of incident command structure,
 - Review of patient packaging and extrication,
 - Metering equipment, hazardous atmospheres, and ventilation,
 - On-site training exercises, and
 - Information updates of construction sites and potential hazards.The Department routinely confirms its ability to get the Tunnel Rescue Team on site within required time limits.
- **Approach.** Tunnel Rescue Team leadership staff maintain open working relationships with safety personnel and on-site contractors to assure efforts are coordinated at an emergency scene. They routinely visit job sites and talk with contractors about safety concerns and worksite practices. They are invited to participate in site-project safety meetings with contractor workers prior to the start of a construction project.

KEY ISSUES (Cont'd)

Authorization to Extend the Agreement with the City of West Allis Fire Department for the Provision of Tunnel Rescue Services

- **Equipment Maintenance.** City of West Allis fleet maintenance personnel, purchasing agents and fire department staff have worked quickly to repair or replace equipment and have applied a regular maintenance and testing schedule to assure functionality and readiness.
- **Cost.** The proposed fee of \$356,534 to continue Tunnel Rescue Team service availability through 2010 compares favorably to the average 12-month fee of approximately \$345,000 during the current 5-year agreement.

The current intergovernmental cooperation agreement between the Milwaukee Metropolitan Sewerage District and the City of West Allis Fire Department and the proposed amendment, extending the agreement one year through 2010, are attached.

RESOLUTION

Authorization to Extend the Agreement with the City of West Allis Fire Department for
the Provision of Tunnel Rescue Services

RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to extend the current agreement with the City of West Allis Fire Department to serve as the primary Tunnel Rescue Team for the District's underground construction projects one year to expire on December 31, 2010 for a fixed fee not to exceed \$356,534 and to procure equipment necessary for the provision of these services within the limits of the procurement authority delegated to the Executive Director.



**Capital Budget Fiscal Note
Total Project Cost**

RELATING TO:

Authorization to Extend the Agreement with the City of West Allis Fire Department for the Provision of Tunnel Rescue Services

Capital Project Number(s) <u>M09001</u>	Impact of Requested Action on Total Project Cost: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> New Project <input checked="" type="checkbox"/> No Change
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Total Project Cost Analysis	Project Costs
Adopted 2010 Total Project Cost	\$4,964,899
Previously Approved Changes	\$0
Approved Total Project Cost	\$4,964,899
Requested Total Project Cost	\$4,964,899
Requested (Increase)/Decrease	\$0

Action to be taken to Long-Range Financing Plan to address Total Project Cost change

_____ Transfer from Allowance for Cost and Schedule Changes

_____ Transfer from another project (specify in comments)

_____ Delay Project(s) (specify in comments)

_____ Delete Project(s) (specify in comments)

_____ Other _____

_____ \$0 Transfer to Allowance for Cost and Schedule Changes

Comments:

Cost Center Manager Signature: <u>Mark T. Kaminski</u>	Division Director Signature: <u>Kevin L. Hoff</u>	Date: <u>11/6/09</u>
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Budget Review by: <u>Bryan J. Rynders</u>	Signature: <u>Bryan J. Rynders</u>	Date: <u>11/5/2009</u>
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**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
AND CITY OF WEST ALLIS FIRE DEPARTMENT REGARDING TUNNEL RESCUE TEAM**

This Agreement is between the Milwaukee Metropolitan Sewerage District ("MMSD" or "District"), a special purpose municipal corporation, and the CITY OF WEST ALLIS FIRE DEPARTMENT (the "City"), a municipal corporation.

WHEREAS, the District is engaged in underground construction and repair of tunnels and interceptor sewers; and

WHEREAS, the construction will take place within the boundaries of Milwaukee County; and

WHEREAS, in the course of constructing these projects, the District recognizes that there is a possibility of an underground accident, fire or explosion, requiring emergency confined space rescue and recovery; and

WHEREAS, the City, acting through its Fire Department, has available the necessary personnel to coordinate and train a confined space rescue team, which can provide an underground rescue team as required by the Occupational Safety and Health Administration (OSHA) standard, 29 CFR §1926.800(g)(5); and

WHEREAS, under the authority of §200.35, Wis. Stats., the District has the authority to authorize the rescue team to operate within any portion of MMSD and any part of the sanitary sewer service area as the MMSD's agent performing services; and

WHEREAS, under the authority of §66.0301, Wis. Stats., the District and the City are desirous of entering into an intergovernmental cooperation agreement for the provision of rescue services by the City's Fire Department to District underground contractors; and

WHEREAS, the District has authorized the Executive Director to enter into this Agreement pursuant to the resolution #04-117-7 dated July 26, 2004; and

WHEREAS, the West Allis Board of Fire and Police Commission authorized the Fire Department to act as the tunnel rescue team for the MMSD and to enter into this Agreement at a meeting held on July 22, 2004.

WHEREAS, the City authorized its Fire Department to act as the tunnel rescue team for the MMSD and to enter into this Agreement pursuant to resolution #R2004-0249.

NOW, THEREFORE, in consideration of the mutual benefits herein contained and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1.

SCOPE OF WORK FOR Tunnel Rescue Team

Section 1.01. The City's rescue team shall be available for rescue services at MMSD underground construction sites without additional cost to any municipality wherein a project is located.

Section 1.02. The City's rescue team shall have control over rescue and recovery operations at all MMSD underground construction sites.

Section 1.03. The City's rescue team shall provide tunnel rescue services only for MMSD underground construction projects. This Agreement is not intended to change the customary and usual services of any municipal fire department.

Section 1.04. Nothing in this Agreement shall be construed to change the employment relationship at the West Allis Fire Department nor the compensation or benefits provided by the City to its employees.

Section 1.05 By June 30 of each year, the City shall submit to the District a proposed budget containing estimated program costs for the following calendar year, unless no eligible cost increases are anticipated in the amounts set forth in section 2.01.

Section 1.06 The Scope of Services and agreement includes the City's May 2004 response to the MMSD's Request for Proposals on Tunnel Rescue Team Services, Exhibits B, C, and F, and MMSD Exhibits D (insurance), G and H on proposed construction projects, which are incorporated herein by reference.

ARTICLE 2.

COMPENSATION FOR SERVICE BY THE DISTRICT

Section 2.01 The District shall pay the City in equal quarterly installments totaling \$371,532 for 2004; \$230,857 for 2005; \$284,362 for 2006; \$292,410 for 2007; \$300,458 for 2008, and \$359,259 for 2009; for a total not to exceed \$1,838,878. The first payment is due upon execution of this Agreement. Subsequent payments shall be made on 1 October, 2 January, 1 April and 1 July of each contract year of this Agreement.

Section 2.02 The annual fixed fee in section 2.01 may be increased based upon eligible cost substantiation, if the number of underground construction projects in the Scope of Services increases and if approved by the District.

Section 2.03 Expenses compensated in section 2.01 payments include costs incurred to provide OSHA tunnel rescue 24/7 including direct wages and fringe benefits, training and instruction, equipment inspection, employee incentive or hazardous duty payments, and necessary underground rescue equipment and supplies. Other direct or indirect overhead may not be included in the eligible costs.

Section 2.04 In addition to and not subject to the dollar limits of section 2.01, the District shall pay for all equipment, equipment upgrades and replacement necessary for rescue and recovery service. The City shall be the owner of all property where the District has reimbursed the City for its purchase, except upon termination under section 3.03.

Section 2.05 In addition to and not subject to the dollar limits of section 2.01, in the event of an actual underground accident, fire or explosion at a construction site, the District shall make whole the City for expenses incurred due to the emergency mobilization and response.

**ARTICLE 3.
TERMINATION AND DURATION**

Section 3.01 This Agreement may be terminated by either party for its convenience upon reasonable notice from the undersigned officials.

Section 3.02 This Agreement shall be for five years and seven months, retroactive to June 1, 2004, and expires on December 31, 2009. The parties may negotiate mutually agreeable changes to Article 2 fixed fee compensation and continue the service agreement as modified.

Section 3.03 In the event the Agreement terminates the City shall return all equipment paid for by the District. The City makes no warranty or representation with respect to the state of repair of any equipment returned and shall only be obligated to return the equipment in an "as-is" condition, without any duty to repair or replace damaged or lost equipment.

**ARTICLE 4.
INDEMNIFICATION**

Section 4.01 To the fullest extent permitted by law, the District and the City shall be liable for their own negligent acts, errors, and omissions. The District and City agree to hold each other harmless for any losses, damages, costs, or expenses, sustained by reason of one party being called upon to respond to litigation for the negligent acts, errors, or omissions of the other. And the City and the District shall bear their own attorney fees and litigation expenses.

**ARTICLE 5.
OTHER PROVISIONS**


Article 5.01 All notices regarding this Agreement shall be addressed to:

A. The District: Bob Sander, Assistant Controller
 Milwaukee Metropolitan Sewerage District
 260 West Seeboth Street
 Milwaukee, WI 53204-1446

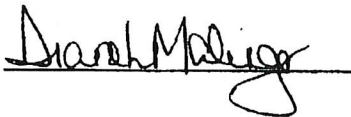
B. The City: Steven J. Hook, Fire Chief
 Tunnel Rescue
 West Allis Fire Department
 7332 West National Avenue
 West Allis, WI 53214


In Witness Whereof, the parties have executed this Agreement, effective on the date in §3.02. In the Presence of:



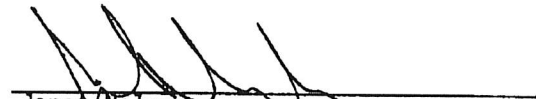

Kevin L. Shafer, P.E., Executive Director
Milwaukee Metropolitan Sewerage District

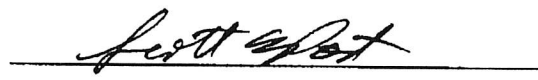





Jeannette Bell, Mayor
City of West Allis, Wisconsin




~~Janet Nelson~~
Wayne B. Clark, President
West Allis Police and Fire Commission


Scott Post, City Attorney. *As to form.*
City of West Allis, Wisconsin