

14



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2004-0249	Resolution	In: Committee
	Resolution approving Intergovernmental Cooperation Agreement between Milwaukee Metropolitan Sewerage District and the City of West Allis Fire Department regarding Tunnel Rescue Team.	
	Introduced: 8/3/2004	Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION

adopt

ACTION DATE:

AUG 03 2004

MOVER	SECONDER
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- Barczak
- Czaplewski
- Dobrowski
- Kopplin
- Lajsic
- Narloek
- Reinke
- Sengstock
- Vitale
- Weigel

AYE	NO	PRESENT	EXCUSED
✓			
✓			
✓			
✓			
✓			
✓			
5	-		

SIGNATURE OF COMMITTEE MEMBER

[Handwritten Signature]

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION

ADOPT

ACTION DATE:

AUG 03 2004

MOVER	SECONDER
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- Barczak
- Czaplewski
- Dobrowski
- Kopplin
- Lajsic
- Narloek
- Reinke
- Sengstock
- Vitale
- Weigel

AYE	NO	PRESENT	EXCUSED
✓			
✓			
✓			
✓			
✓			
✓			
✓			
✓			
✓			
✓			
✓			
10	-		

**STANDING COMMITTEES OF THE
CITY OF WEST ALLIS COMMON COUNCIL
2004**

ADMINISTRATION & FINANCE

Chair: Michael J. Czaplewski
Vice-Chair: Martin J. Weigel
Gary T. Barczak
Thomas G. Lajsic
Rosalie L. Reinke

PUBLIC WORKS

Chair: Richard F. Narlock
Vice-Chair: Linda A. Dobrowski
Kurt E. Kopplin
Vincent Vitale
James W. Sengstock

SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic
Vice-Chair: Vincent Vitale
Gary T. Barczak
Martin J. Weigel
Rosalie L. Reinke

LICENSE & HEALTH

Chair: Kurt E. Kopplin
Vice-Chair: James W. Sengstock
Linda A. Dobrowski
Richard F. Narlock
Michael J. Czaplewski

ADVISORY

Chair: Rosalie L. Reinke
Vice-Chair: Gary T. Barczak
Linda A. Dobrowski
Vincent Vitale
Martin J. Weigel



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2004-0249

Final Action:

AUG 03 2004

Resolution approving Intergovernmental Cooperation Agreement between Milwaukee Metropolitan Sewerage District and the City of West Allis Fire Department regarding Tunnel Rescue Team.

WHEREAS, the Milwaukee Metropolitan Sewerage District (MMSD) is engaged in underground construction and repairs of tunnels and interceptor sewers throughout Milwaukee County; and,

WHEREAS, in the course of these construction projects, there is the possibility of an underground accident or other emergency situation requiring confined space rescue and recovery; and,

WHEREAS, the MMSD has authorized a tunnel rescue team to respond to such emergency situations on its behalf; and,

WHEREAS, the City of West Allis Fire Department has available resources to provide such tunnel rescue services through a Tunnel Rescue Team; and,

WHEREAS, the MMSD and the City of West Allis are desirous of entering into an intergovernmental cooperation agreement for the provision of tunnel rescue team services.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached Intergovernmental Cooperation Agreement be and is hereby approved.

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

ADM\ORDRES\ADMR260

ADOPTED

August 3, 2004
Paul M. Ziehler

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

APPROVED

August 6, 2004
Jeannette Bell

Jeannette Bell, Mayor

**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.

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

Joan Malinger

Jeannette Bell
Jeannette Bell, Mayor
City of West Allis, Wisconsin

Paul H. Zeller

JANET NELSON
Wayne B. Clark, President
West Allis Police and Fire Commission

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

**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.

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

**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.

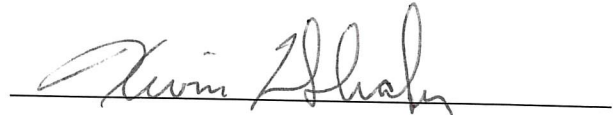
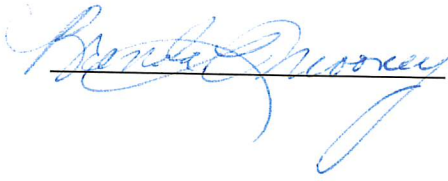
**ARTICLE 5.
OTHER PROVISIONS**

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

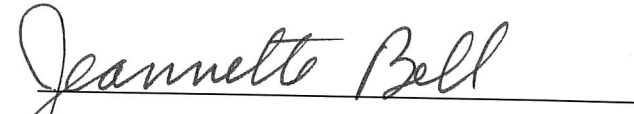
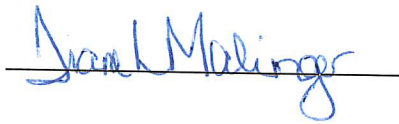
A. The District: Bob Sander, Assistant Controller
 Milwaukee Metropolitan Sewerage District
 260 West Seeboth Street
 Milwaukee, WI 53204-1446

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

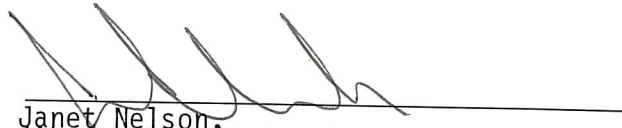
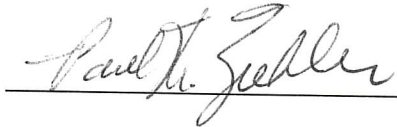
In Witness Whereof, the parties have executed this Agreement, effective on the date in §3.02. In the Presence of:




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