

## INTERGOVERNMENTAL AGREEMENT

### TO CREATE

[DEPTNAME]

Pursuant to the provisions of Wis. Stat. §§ 62.13(1m) and 66.0301(2), this agreement is made and entered into as of February 24, 2026, by and between the City of West Allis, a municipal corporation (“West Allis”) and the City of Wauwatosa, a municipal corporation (“Wauwatosa”) (individually the “municipality” and collectively the “municipalities”), to establish a joint fire department to provide fire protection and emergency services to both municipalities.

WHEREAS, the municipalities funded a study conducted by McMahon & Associates (the “Consultant”) to determine the feasibility of combining their respective fire departments; and

WHEREAS, the Consultant determined that both fire departments are top-rated, highly skilled organizations with similar staffing, budgets, call volume, recruiting standards, and training standards;

WHEREAS, the Consultant found that each department was familiar with the other because they frequently worked together through recruiting, training, and mutual assistance; and

WHEREAS, the Consultant concluded that if the municipalities formed a joint fire department, they could maintain or improve fire and emergency services and save a combined estimated \$1.3 million in the first full year of operation and over \$7 million in the first five years compared to the cost of operating separately; and

WHEREAS, there are significant benefits to the municipalities by forming a joint fire department at this time. Specifically, each municipality would be eligible for tens of millions of dollars in innovation grant money pursuant to Wis. Stat. § 79.038. In addition, the levy limits imposed by Wis. Stat. § 66.0602 for a joint fire department are based upon consumer price index and not the unworkable net new construction standard; and

WHEREAS, the municipalities may create a joint fire department without losing legal protections currently available to them, such as discretionary immunity, damages caps, mutual assistance laws, and the police power afforded to fire officials; and

WHEREAS, the municipalities have found that creating a joint fire department is in the best interests of both communities;

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the municipalities agree as follows:

1. Creation of Nonstock Corporation. The municipalities agree to be the sole incorporators for a nonstock, nonprofit corporation formed under Wis. Stat. Ch. 181 described in the articles of incorporation attached and marked as **Exhibit A**. The agent named in Exhibit A shall file that document with the State of Wisconsin substantially in its form as attached.
2. Service Contract. The nonstock, nonprofit corporation created using Exhibit A shall provide fire protection and emergency services to the municipalities in accordance with the service contract marked as **Exhibit B** ("Service Contract"). The Service Contract shall establish the 2025 total cost to provide fire protection and emergency services for the municipalities ("2025 Combined Cost"). The municipal officials authorized to execute this intergovernmental agreement shall also execute Exhibit B substantially in its form as attached.
3. Joint Fire Commission. Pursuant to Wis. Stat. § 62.13(2)(c) a joint fire commission (the "JFC") is created solely to exercise the powers and duties described in Wis. Stat. § 62.13(3) to (12) as they relate to the operation of [DeptNameShort]. The JFC shall be called the "[DEPTNAME] Joint Fire Commission." All provisions under Wis. Stat. § 62.13 shall apply to the JFC, except as stated below:
  - 1) *Commissioners.* The JFC shall have up to 6 commissioners. West Allis shall appoint up to 3 commissioners to the JFC, and Wauwatosa shall appoint up to 3 commissioners to the JFC.
  - 2) *Terms.* The mayor from each municipality shall appoint the initial three commissioners, subject to approval by the respective common councils. The commissioners appointed shall serve staggered terms so that one commissioner's term from each municipality shall expire on May 3, 2027, and each of the subsequent two first Mondays of May. Thereafter, the mayor from each municipality shall annually, between the last Monday of April and the first Monday of May, appoint in writing to be filed with the secretary of the JFC, one commissioner for a term of 3 years, subject to approval by the respective common councils. Persons serving as commissioners shall serve until their respective successors are appointed and qualify, unless removed pursuant to Wis. Stat. § 17.12(1)(cm).
  - 3) *Officers.* The JFC shall elect a President and Secretary from among its membership who shall serve in that role until a new President or Secretary is elected.
  - 4) *Procedure.* Meetings of the JFC shall comply with open meetings laws under Wis. Stat. § 19.81, et seq. Further rules for the administration of this provision may be made by the JFC.
  - 5) *Voting Requirements.* The affirmative vote of a majority of the commissioners present is required on all issues brought before the JFC.

- 6) *Compensation.* No compensation shall be paid to commissioners for their services, but they may be reimbursed for actual and necessary expenses incurred if so authorized by the JFC and budgeted.
  - 7) *Vacancies.* Vacancies on the JFC shall be filled by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made.
4. JFC Request for Resources. If the JFC requires resources to perform its duties, the JFC shall request such resources from [DeptNameShort] by communicating its request to [DeptNameShort]'s board of directors.
  5. Mandatory Budget Approval by Municipalities. Each municipality shall annually approve payment to [DeptNameShort] equal to one-half the amount budgeted for [DeptNameShort] if the budgeted amount is less than or equal to the following:
    - a. Year 2026: 102.8340% of 2025 Combined Cost (prorated)
    - b. Year 2027: 105.7483% of 2025 Combined Cost
    - c. Year 2028: 108.7452% of 2025 Combined Cost
    - d. Year 2029: 111.8271% of 2025 Combined Cost
    - e. Year 2030: 114.9962% of 2025 Combined Cost
    - f. Year 2031 and beyond: A percentage increase from the preceding year that is no more than the lower of the following amounts:
      - i. 4%, or
      - ii. the percentage change in the U.S. consumer price index for all urban consumers, U.S. city average, as determined by the U.S. department of labor, for the 12 months ending on August 31 of the year of the levy, plus 2%
  6. Request to Exceed Mandatory Budget Approval Amount. If [DeptNameShort] proposes to the municipalities a budget in excess of the amounts stated in Section 5, the municipalities may approve payment to [DeptNameShort] equal to one-half the total amount budgeted. In the event at least one municipality does not approve a budget submitted under this section by December 1, each municipality shall pay to [DeptNameShort] an amount equal to the maximum amount for which payment is mandated above.
  7. Compatibility of Offices. The municipalities find that it is compatible with his or her office for an individual to simultaneously serve on the Board and the JFC.
  8. Previously Incurred Expenses and Earned Revenue. This section shall apply to any expenses incurred and revenues earned by the municipalities prior to transferring services or duties to [DeptNameShort].
    - a. Retention of Previous Revenue. Each member shall retain any revenue earned prior to the first date upon which fire protection and emergency services are transferred to [DeptNameShort], including payments for services performed previous to that date but paid after that date.

- b. Liability for Previous Expenses. Each member shall pay for any liabilities incurred prior to the first date upon which fire protection and emergency services are transferred to [DeptNameShort], including retiree health care, contractual commitments that are not assumed by [DeptNameShort], any expense incurred solely because an employee was a former employee of a party, and any other expense directly attributed to that municipality. If [DeptNameShort] is obligated to pay for any such expense, the board shall compute the additional expense and invoice each municipality for that amount.
- i. Invoice Date. By February 1 of each year, [DeptNameShort] shall invoice each municipality for its attributable expenses from the previous year. Each municipality shall pay the amount invoiced within 60 days after receipt of the invoice.
  - ii. Nonpayment. If any municipality fails to timely pay in full each payment in the amount owed, [DeptNameShort] or the other municipality may take any lawful action to recover the amount owed. In addition to any sum in default, there shall be included in the judgement all allowed interest, costs, disbursements, and a reasonable sum as attorney's fees.

9. Termination. This intergovernmental agreement shall terminate upon the termination of the Service Contract or the dissolution of [DeptNameShort].

City of West Allis

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Mayor

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Clerk

City of Wauwatosa

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Mayor

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Clerk

**EXHIBIT A**  
**ARTICLES OF INCORPORATION**  
**for**  
**[DEPTNAME]**

**ARTICLE 1 – NAME OF CORPORATION**

The name of the corporation is [DEPTNAME].

**ARTICLE 2 – INCORPORATION CHAPTER**

The corporation is incorporated under Wis. Stat. Ch. 181.

**ARTICLE 3 – MAILING ADDRESS**

The mailing address of the initial principal office of the corporation: [Fill in Address]

**ARTICLE 4 – STREET ADDRESS AND REGISTERED AGENT**

The street address of the corporation's initial registered office and the name and e-mail address of its initial registered agent at that office:

Kail Decker  
7525 West Greenfield Avenue  
West Allis, WI 53214  
[kdecker@westalliswi.gov](mailto:kdecker@westalliswi.gov)

**ARTICLE 5 - PURPOSES**

The limited purposes for which the corporation is organized are as follows:

- A. To operate a joint fire department organized under Wis. Stat. §§ 66.0301(2) and 62.13(1m) as a subdivision or agency of municipalities for the purposes of Wis. Stat. §§ 345.05 and 893.80.
- B. To operate a joint emergency medical services district organized by municipalities under Wis. Stat. § 66.0301(2).
- C. To operate as an instrumentality of municipalities for the purposes of Wis. Stat. §§ 40.02(28) and 111.70(1)(j).
- D. To operate as a nonprofit, charitable organization that is lessening of the burdens of government imposed upon municipalities under Wis. Stat. § 62.13(8) and register as a charitable organization under Wis. Stat. § 202.12(1) if allowed or required by law.

- E. To operate as a public organization engaged in firefighting consistent with the definition of “fire department” under Wis. Stat. § 66.0314(1)(c).
- F. To exercise the authority of an organization described in Wis. Stat. § 213.095 and any other authority granted to municipal fire departments in the State of Wisconsin.

## ARTICLE 6 – INCORPORATORS

The name and address of each incorporator:

City of West Allis  
7525 West Greenfield Avenue  
West Allis, WI 53214

City of Wauwatosa  
7725 West North Avenue  
Wauwatosa, WI 53213

## ARTICLE 7 – MEMBERS

The corporation will have 2 members: the City of West Allis and the City of Wauwatosa.

- A. Admission. The corporation may not admit any new members.
- B. Termination, expulsion and suspension. A member may be expelled by court order, but only if that member does any of the following: 1) fails to make timely payment to the corporation, or 2) enacts or adopts any provision that contradicts a policy of the corporation. A member who has been expelled shall be liable to the corporation for dues, assessments or fees because of obligations incurred or commitments made before expulsion or suspension.
- C. Purchase of memberships. The corporation is entitled to acquire for no consideration the membership of a member who resigns or whose membership is terminated, unless such consideration is separately established by contract with the corporation.
- D. Quorum requirements. More than 50 percent of the votes entitled to be cast on a matter must be represented at a meeting of members to constitute a quorum on that matter.
- E. Voting requirements. A member’s vote may be cast by the chief executive officer of the municipality (or by any other officer or proxy appointed by the chief executive officer), with the approval of that officer’s legislative body.

## ARTICLE 8 – BOARD OF DIRECTORS

- A. Other methods of electing directors. The board shall initially consist of 6 individuals. Pursuant to Wis. Stat. § 181.0726, the members shall appoint directors to the board. West Allis may appoint up to 3 individuals and Wauwatosa may appoint up to 3 individuals. A director shall be an individual, and each member shall determine the qualifications for the directors it is authorized to appoint. The number of directors may be increased or decreased from time to time by a unanimous vote of the members. If the number of directors is increased or decreased, the members shall also state the number of directors each member is entitled to appoint.
- B. Election, designation and appointment of directors. All of the directors except the initial directors shall be appointed by, and serve at the pleasure of, the member who appointed them for a term of 3 years. The board shall be treated as a governmental body as that term is defined in Wis. Stat. § 19.82(1) and all meetings of the board shall comply with Subch. V of Wis. Stat. Ch. 19.
- C. Requirement for and duties of board. Pursuant to Wis. Stat. § 181.0801(3)(a), any power specified within, or necessarily related to Wis. Stat. §§ 62.13(3) to (12) is delegated to the joint fire commission established through an intergovernmental agreement between all members. The board shall have no authority to exercise any such delegated power, except the board may provide resources to the joint fire commission upon request.
- D. Initial Directors. The names and addresses of the natural persons who will serve as the initial directors, and their terms from the date of incorporation, are as follows:

Wauwatosa Directors

3-year initial term:

[REDACTED]  
7725 West North Avenue  
Wauwatosa, WI 53213

2-year initial term:

[REDACTED]  
7725 West North Avenue  
Wauwatosa, WI 53213

1-year initial term:

James Archambo  
7725 West North Avenue  
Wauwatosa, WI 53213

West Allis Directors

3-year initial term:

Dan Devine  
7525 West Greenfield Avenue  
West Allis, WI 53214

2-year initial term: Kevin Haass  
7525 West Greenfield Avenue  
West Allis, WI 53214

1-year initial term: Erin Hirn  
7525 West Greenfield Avenue  
West Allis, WI 53214

## ARTICLE 9 – OFFICERS

The position of president is abrogated. The fire chief shall be an officer of the corporation, who shall have the same authority as a president, as that term is used in Wis. Stat. Ch. 181. The fire chief shall be appointed by the joint fire commission, and the fire chief's employment, promotion, and discipline shall be subject to Wis. Stat. § 62.13. The board may appoint a secretary and treasurer.

## ARTICLE 10 – DISTRIBUTIONS

Pursuant to Wis. Stat. § 181.1301, the corporation is not authorized to make distributions.

## ARTICLE 11 – MANAGEMENT

Due to Wis. Stat. § 19.83, action required or permitted by Wis. Stat. Ch. 181 to be approved by the members or board of directors shall be approved at a public meeting that satisfies the provisions of Subch. V of Wis. Stat. Ch. 19. No action may be taken by the members or board by written consent or written ballot in lieu of holding a public meeting.

The following provisions manage the business and regulate the affairs of the corporation.

- B. Budget. The board shall adopt an annual budget describing both capital and operating expenses for the subsequent calendar year in the form prescribed by Wis. Stat. § 65.90 and forward that budget request to the members.
- C. Payment of Charges. The corporation shall invoice members in a way that allows them to pay charges as described in Wis. Stat. § 66.0602(3)(h).
- D. Capital Expenses. The request shall separately list capital improvement expenses including, but not limited to, the structural construction of premises, purchases of apparatus and equipment which has a life of at least 5 years and a purchase price of at least \$25,000, and replacement or addition of building infrastructure, to include heating, electric and plumbing systems.
- E. Sale of Assets. Approval of the members of a transaction described in Wis. Stat. § 181.1201(1) is required to do any of the following:
  - 1) Sell, lease, exchange or otherwise dispose of real estate.



- 2) Sell, lease, exchange or otherwise dispose of vehicles with a fair market value in excess of \$50,000.
  - 3) Mortgage, pledge, dedicate to the repayment of indebtedness, whether with or without recourse, or otherwise encumber any or all of its property whether or not in the usual and regular course of its activities.
- F. Operating Expenses. The request shall separately list operating expenses, including, but not limited to, the usual and ordinary cost of operation of the corporation, the operation and routine maintenance of buildings used by the corporation and the repair and the renewal of the corporation's physical assets including expenses and ordinary additions to its assets.

## ARTICLE 12 - DISTRIBUTION ON DISSOLUTION

Dissolution is authorized if it is approved by all of the following:

1. A unanimous vote by the board.
2. A unanimous vote by the members.

The plan of dissolution shall indicate the following:

1. All moneys within all corporation accounts shall be deposited into a general fund.
2. Real estate acquired from a member shall be sold at fair market value, and the member from whom it was acquired shall have a first right of refusal.
3. Real estate acquired from a person other than a member, and any other assets, shall be sold for fair market value to any person.
4. The proceeds from the sale of any asset shall first pay off any secured debt against that asset. Any remaining proceeds shall be deposited into the general fund. If the proceeds are insufficient to pay off secured debt, any remaining debt shall become unsecured debt.
5. All unsecured debts of the corporation shall be paid by money in the general fund. If moneys in the general fund are insufficient to pay for all unsecured debts of the corporation, the members shall pay off the unsecured debt in a proportion equal to the percentage of the budget for which that member is responsible in the year of dissolution.
6. Any moneys remaining in the general fund after payment of unsecured debt shall be distributed to the members in a proportion equal to the percentage of the budget for which that member is responsible in the year of dissolution.

## ARTICLE 13 – BYLAWS

Any provision that is required by Wis. Stat. Ch. 181 shall be set forth in the bylaws. Any provision that is permitted by Wis. Stat. Ch. 181 may be set forth in the bylaws. If a provision of the articles of incorporation is inconsistent with a bylaw, the provision of the articles of incorporation controls.

This document was drafted by: Kail Decker

## **BYLAWS**

Initial bylaws adopted by the incorporators pursuant to Wis. Stat. § 181.0206(1).

### **Item 1 – Annual Budget**

The board shall endeavor to propose a budget to members no later than September 15 of the year preceding the budget year to provide fire protection and emergency services for all members in the amounts below:

- a. Year 2026: 102.8340% of 2025 Combined Cost (prorated)
- b. Year 2027: 105.7483% of 2025 Combined Cost
- c. Year 2028: 108.7452% of 2025 Combined Cost
- d. Year 2029: 111.8271% of 2025 Combined Cost
- e. Year 2030: 114.9962% of 2025 Combined Cost

For Year 2031 and each year thereafter, the board shall endeavor to propose a budget to members no later than September 15 of the year preceding the budget year.

### **Item 2 – Rates Charged to Members**

The board shall identify the total budget to each member and shall seek to collect one-half of that total amount from each member.

### **Item 3 – Reimbursement for Professional Services**

For Years 2026 to 2030, the corporation may receive professional services through a contract with its members in which its members provide services to the corporation.

The following services shall be initially divided as follows:

- a. Wauwatosa: Human Resources Services and Finance Services
- b. West Allis: Legal Services and Information Technology Services

The corporation shall reimburse the municipalities the following amounts for each service provided:

- c. Year 2026: 102.8340% of 2025 cost to provide that service (prorated)
- d. Year 2027: 105.7483% of 2025 cost to provide that service
- e. Year 2028: 108.7452% of 2025 cost to provide that service
- f. Year 2029: 111.8271% of 2025 cost to provide that service
- g. Year 2030: 114.9962% of 2025 cost to provide that service
- h. Year 2031 and beyond: An amount to be established by the board

### **Item 4 – Annual and Special Meetings**

Pursuant to Wis. Stat. § 181.0701(1), the members shall hold an annual meeting of members at 4:00 p.m. on the third Tuesday of April. There shall be no other regular membership meetings. Special meetings may be called pursuant to Wis. Stat. § 181.0702. The corporation shall give notice of meetings of members as provided in Wis. Stat. § 19.81, et seq.

### **Item 5 - Contracted Fire Services**

The corporation may enter into a contract to provide fire protection and emergency services to any city under Wis. Stat. § 62.13(8)(b), any village under Wis. Stat. § 61.65(2)(a)2., or any town under Wis. Stat. § 60.55(1)(a)3. A city, village, or town that contracts with the corporation for fire protection and/or emergency services shall pay at least the full cost of services provided, to be determined by the board.

Item 6 – Services Provided by Employees or Contractors

The corporation may provide fire protection and emergency services to the members through its employees or by subcontracting for firefighter staff.

DRAFT

## **EXHIBIT B**

### **SERVICE CONTRACT**

#### **FOR FIRE PROTECTION AND EMERGENCY SERVICES**

This service contract is made and entered into as of February 24, 2026, by and between [DEPTNAME], a domestic nonstock corporation formed under Wis. Stat. Ch. 181 (“[DeptNameShort]”), the City of West Allis, a municipal corporation (“West Allis”), and the City of Wauwatosa, a municipal corporation (“Wauwatosa”), to transfer fire protection and emergency services previously performed by Wauwatosa and West Allis to [DeptNameShort]. Wauwatosa and West Allis may be described individually as the “City” and collectively as the “Cities.”

WHEREAS, the Cities wish to implement a plan to transfer the municipal services or duties of fire protection and emergency services within their municipal boundaries to a nonprofit organization by entering into this service contract; and

WHEREAS, the Cities provided all fire protection and emergency services in the year immediately preceding the year that the services or duties are transferred under this service contract; and

WHEREAS, by entering into this service contract, the Cities will realize savings for fire protection and emergency services while maintaining the appropriate level of such services; and

WHEREAS, [DeptNameShort] is a nonprofit organization capable of providing fire protection and emergency service quality that is equal or better to the service quality provided by the Cities;

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the parties agree as follows:

1. Term. This Contract shall commence on April 27, 2026, and expire on December 31, 2036. Thereafter, this Contract shall automatically renew for successive 6-year terms.
2. Services Transferred. Upon the commencement of the term of this Contract, the Cities transfer to [DeptNameShort] the following services or duties that it previously performed, and [DeptNameShort] shall perform such services or duties at an appropriate level on behalf of the Cities:
  - a. Fire protection
  - b. Emergency services
3. Facilities Lease. During the term of this Contract, the Cities shall offer to lease to [DeptNameShort], at a reasonable rate, the following real estate and, if owned by a City, may sell such real estate to [DeptNameShort] for fair market value any time after January 1, 2031:
  - a. 1601 Underwood Avenue, Wauwatosa, WI 53213
  - b. 2040 South 67<sup>th</sup> Place, West Allis, WI 53219

- c. 4187 North Mayfair Road, Wauwatosa, WI 53222
  - d. 7300 West National Avenue, West Allis, WI 53214
  - e. 10525 West Watertown Plank Road, Wauwatosa, WI 53226
  - f. 10830 West Lapham Street, West Allis, WI 53214
4. Equipment Lease. During the term of this Contract, the Cities shall offer to lease to [DeptNameShort], at a reasonable rate, any equipment owned by the Cities that [DeptNameShort] determines to be necessary to provide fire protection and emergency services and may sell such equipment to [DeptNameShort] for fair market value any time after January 1, 2031.
5. Previous Cost of Services. The total cost to the Cities to perform fire protection and emergency services in 2025 ("2025 Combined Cost"), was \$\_\_\_\_\_, consisting of the following:
- a. Wages
  - b. Fringe benefits
  - c. Training
  - d. Equipment
  - e. Facilities
  - f. Professional Services
6. Payment for Services.
- a. Initial 5 Years. Each City shall pay to [DeptNameShort] one-half of the following amounts for performing fire protection and emergency services from 2026 to 2030:
    - i. Year 2026: 102.8340% of 2025 Combined Cost (prorated)
    - ii. Year 2027: 105.7483% of 2025 Combined Cost
    - iii. Year 2028: 108.7452% of 2025 Combined Cost
    - iv. Year 2029: 111.8271% of 2025 Combined Cost
    - v. Year 2030: 114.9962% of 2025 Combined Cost
  - b. Subsequent Years. For Year 2031 and each year thereafter, each City shall pay to [DeptNameShort] an amount requested by its board of directors ("Board") and approved by the Cities.
  - c. Form of Payment. Each City shall pay the amount owed by February 1 of the year in which services are provided.
7. Allocation of Grant Money. Innovation grant moneys awarded under Wis. Stat. § 79.038(1)(a)1.e., which is estimated to be five annual payments of \$\_\_\_\_\_, shall be allocated to the Cities in the following annual amounts:
- a. Wauwatosa: \$[25% of its share of Total Costs]
  - b. West Allis: \$[25% of its share of Total Costs]
8. Amendments. The parties may amend this agreement at any time by mutual agreement.
9. Hold Harmless. Any uninsured liability, cost or damages for personal injury, property damage, or any other loss of whatever nature incurred by [DeptNameShort], or any municipality by reason of its participation in creating [DeptNameShort] and specifically by reason of the services provided by [DeptNameShort], shall be the liability of [DeptNameShort].

10. Partial Invalidity. If any provision of this Agreement shall be held or declared invalid, illegal or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality and enforceability of the remaining provisions hereof.
11. Mutual Aid Agreements. The mutual aid response agreements between the parties of this Agreement with other entities shall be assumed by [DeptNameShort].
12. Insurance. [DeptNameShort] shall procure and maintain during the term of this Agreement sufficient insurance to cover all aspects of its operations including insurance for fire and other perils on the structures occupied by [DeptNameShort].
13. Prior Liabilities. Any general liability, special pension liability, debt, workers compensation or unemployment insurance obligations arising from incidents which occurred prior to April 27, 2026, shall remain the separate responsibility of each party.
14. Termination. Either party may terminate this agreement upon mutual agreement or if there is a material breach of this Contract that has remained uncured for 30 days. Upon termination, the parties shall work diligently to transfer services back to the municipalities as soon as practicable. Alternatively, a party may terminate this Contract without cause on or after the expiration of the initial term of this Service Agreement, but effective only upon December 31 of a year and by providing to the other party at least 2 years' advanced notice.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

City of West Allis

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Wauwatosa

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

[DEPTNAME]

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT C**

### **STAFFING AGREEMENT**

#### **FOR FIRE PROTECTION AND EMERGENCY SERVICES**

The City of West Allis, with its principal office located at 7525 West Greenfield Avenue, West Allis, WI 53214, and the City of Wauwatosa, with its principal office located at 7725 West North Avenue, Wauwatosa, WI 53213, (collectively "STAFFING FIRM"), and [DEPTNAME], with its principal office located at [REDACTED] ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

1. STAFFING FIRM Duties and Responsibilities. STAFFING FIRM will:
  - a. Recruit, screen, interview, hire, and assign sufficient employees to perform fire protection and emergency services ("Assigned Employees") for CLIENT and will, as the employer of those employees, be responsible for the following:
    - i. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
    - ii. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
    - iii. Ensure Assigned Employees are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT; and
  - b. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).
  - c. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.
  - d. Provide facilities and equipment necessary for Assigned Employees to perform fire protection and emergency services for CLIENT.

2. Right to Control. In addition to STAFFING FIRM'S duties and responsibilities set forth in paragraph 1, STAFFING FIRM, as the employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFING FIRM's employment policies relating to Assigned Employee conduct at the worksite.
3. CLIENT Duties and Responsibilities. CLIENT will:
  - a. Accept the work of Assigned Employees performing fire protection and emergency services;
  - b. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.
4. Payment Terms, Bill Rates, and Fees.
  - a. CLIENT will pay STAFFING FIRM for its performance the same amount STAFFING FIRM pays to CLIENT to provide such services under a service agreement between the parties. Payment is due on receipt of invoice.
5. Cooperation. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.
6. Indemnification and Limitation of Liability.
  - a. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
7. Terms Surviving Beyond Termination. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
8. Amendments. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
9. Severability. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.



10. Previous Terms Superseded. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
11. No Waiver. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
12. Not Assignable. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
13. Notice. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
14. Force Majeure. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
15. Term of Agreement. This Agreement will commence on April 27, 2026. The Agreement may be terminated by either party by providing notice to the other party.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

Signed and dated this 24<sup>th</sup> day of February, 2026.

City of West Allis

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Wauwatosa

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

[DEPTNAME]

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_