

CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR TRAINING FACILITIES AND SERVICES
RELATING TO FIRE/RESCUE AND EMERGENCY MEDICAL SERVICES

This Intergovernmental Cooperation Agreement ("Agreement"), dated 10/04/2021, is entered into pursuant to Section 66.0301 Wis. Stats. by and between the City of Wauwatosa, ("WUFD") a Wisconsin Municipal corporation on behalf of its Fire Department, the City of Brookfield ("CBFD") a Wisconsin Municipal corporation on behalf of its Fire Department, the City of West Allis ("WAFD") a Wisconsin Municipal corporation on behalf of its Fire Department, the City of St. Francis ("SFFD") a Wisconsin Municipal corporation on behalf of its Fire Department, and the North Shore Fire Department, ("NSFD") a fire and emergency services department jointly owned and operated, by the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood, Whitefish Bay, and the City of Glendale, (all Wisconsin municipal corporations). The Fire Departments are individually or collectively referred to hereafter as DEPARTMENT or DEPARTMENTS.

WHEREAS:

- A. Each DEPARTMENT recognizes that sharing resources, including training facilities and related services, promotes the cost effective and efficient use of public resources.
- B. The DEPARTMENTS have specifically identified that sharing of training facilities, equipment and personnel will mutually benefit the communities they serve by reducing the amount of staff and equipment required by each DEPARTMENT, allowing the DEPARTMENTS to share in the strength and expertise maintained by their respective training personnel and innumerable other ways.
- C. The DEPARTMENTS desire to enter into an AGREEMENT to establish procedures for sharing training facilities, equipment, materials and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

- 1. The DEPARTMENTS agree to share resources from time to time and to the extent mutually agreed by the DEPARTMENTS. Each DEPARTMENT shall appoint a representative (each may appoint one or more such representatives) who shall have authority to approve the sharing of specific resources as the requests arise. Each DEPARTMENT will notify in writing the other of the appointed representative(s).
- 2. Representatives of the DEPARTMENTS shall meet at least annually to discuss the facilities, resources and potential projects that may impact this AGREEMENT.

3. The DEPARTMENTS agree to abide by policies adopted by representatives of the DEPARTMENTS for use of facilities and equipment. All policies applicable to the facility and related equipment will be provided to the Fire Chief of each participating agency at least annually and when added to and/or updated.
4. The types of resources to be shared include but are not limited to:
 - Training Staff may train staff from the other DEPARTMENT;
 - Training structures, props, and equipment, may be borrowed and operated by the other DEPARTMENT
5. If resources are requested by one DEPARTMENT (USER DEPARTMENT) from the other (PROVIDING DEPARTMENT), the PROVIDING DEPARTMENT will provide a cost estimate for those resources, if requested. Reasonable overhead costs may be included. The participating DEPARTMENTS shall agree on the charges before the work is performed or the equipment shared.
6. Services, equipment or material will be provided upon reasonable request at mutually convenient times and locations. The PROVIDING DEPARTMENT has the sole discretion to honor a request and may refuse to do without any obligation to the USER DEPARTMENT. Equipment or personnel shall be returned at the PROVIDING DEPARTMENT'S request as soon as reasonably possible.
7. The PROVIDING DEPARTMENT shall maintain an accurate accounting of reimbursable charges, track expenditures and provide an itemized bill to the USER DEPARTMENT if applicable.
8. The DEPARTMENTS shall reconcile the amounts owed to each other at least every 30 days and, when practical, offset the respective charges rather than exchanging payments.
9. Each DEPARTMENT will provide funding in accordance as outlined in the chart below annually for the maintenance and upkeep of the training facility located at 11100 W. Walnut Rd. WAUWATOSA will invoice CBF, NSFD, SFFD, and WAFD for this cost. WAUWATOSA will segregate the funds from general operating and capital funds and designate these funds specifically for training facility. This obligation to make annual maintenance payments shall continue as long as WAUWATOSA allows the use of its training facility by CBF, WAFD, SFFD, and NSFD. If WAUWATOSA terminates the Agreement under No. 16 below, then CBF, WAFD, SFFD, and NSFD shall be entitled to a refund of their respective annual capital expense fee, prorated to the amount of time remaining in the current annual period. All contributions will increase annually by the Milwaukee area total CPI for the previous calendar year not to exceed 2%.

Capital Expenses (Annual)				
NSFD	WUFD	WAFD	SFFD	CBFD
\$6,000	\$6,000	\$3,000	\$2,000	\$5,000
Instructor Fee (if students enrolled in JFTA)				
NSFD	WUFD	WAFD	SFFD	CBFD
\$0	\$0	\$0	\$1,000	N/A
Expendable Supplies (Per student enrolled in JFTA)				
NSFD	WUFD	WAFD	SFFD	CBFD
\$200	\$200	\$200	\$200	N/A

10. WAUWATOSA has complete discretion on the potential change of use of the property at 11100 W. Walnut Rd. This agreement does not imply ownership of the property or related facilities and equipment on the property by CBFD, WAFD, SFFD, or NSFD.
11. Contribution of funds in addition to the annual payment identified in #9 above for the training facilities, props and related equipment must be mutually agreed to by all the parties.
12. Nothing in this AGREEMENT shall alter the employment status of any employees providing services under this AGREEMENT. Such employees shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. The USER DEPARTMENTS shall not be responsible for any salaries, wages, compensation or benefits for the PROVIDING DEPARTMENT'S employees performing services to a USER DEPARTMENT under this AGREEMENT.
13. Each DEPARTMENT shall be solely responsible for its own acts and those of its employees under this AGREEMENT. The employees that may provide services under this AGREEMENT shall continue to be the employees of his or her employing DEPARTMENT and shall be covered by his or her employing DEPARTMENT for purposes of worker's compensation, unemployment insurance, benefits under ch. 40 Wisconsin statutes and any civil liability. Any employee while receiving or providing training services under this AGREEMENT is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing DEPARTMENT.
14. None of the DEPARTMENTS shall be responsible or liable for consequential damages to the other DEPARTMENTS arising out of providing or using training services or resources, equipment or services under this AGREEMENT.

15. Each DEPARTMENT has insurance covering the facilities and equipment that may be used by the other DEPARTMENT. The parties agree to hold each other harmless for damages to property, damage to or loss of equipment, injury to personnel or repayment of compensation arising as a result of services or use of resources under the AGREEMENT. Each DEPARTMENT will provide a copy of this signed AGREEMENT to its insurance carrier and confirm in writing that its facilities and equipment are adequately insured while shared under this AGREEMENT. The general liability and automobile liability policies covering each DEPARTMENT are to contain, or be endorsed to contain, the following provisions:
- (WUFD/CBFD/WAFD/SFFD/NSFD), its elected and appointed officials, officers, employees or authorized representatives, are to be provided additional insured status as respects: liability arising out of activities performed and vehicles owned, leased, hired or borrowed. The coverage shall contain no special limitations on the scope of protection afforded to (WUFD/CBFD/WAFD/NSFD/SFFD), its elected and appointed officials, officers, employees or authorized representatives.
16. The parties acknowledge that each is a governmental entity entitled to governmental immunity under the common law and under Sections 893.80, 345.05, and 895.52 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Sections 893.80, 345.05, and 895.52 of the Wisconsin Statutes or any amendments thereof. The parties also agree that they are not waiving any other immunities or defenses available to them under state, federal or administrative law.
17. This Agreement may be amended at any time by unanimous consent of the parties as determined by the governing units of the parties.
18. Additional entities may become parties to this Agreement upon acceptance and execution of this Agreement, and sending the executed Agreement to all parties.
19. This Agreement shall be binding for not less than one (1) year from its effective date. Thereafter, this Agreement shall automatically renew annually. However, any party may withdraw from the Agreement by providing written notice no later than July 1st. The withdrawal shall not be effective until January 1st of the following year after notice thereof has been served upon or sent to all other parties. The withdrawal from this Agreement shall not affect a party's liability or obligation under the terms of this Agreement. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties. The Agreement may be terminated at any time after the initial duration of the Agreement by unanimous consent of the

parties as determined by the governing units of the parties. For the purposes of this paragraph, notice shall be delivered to each DEPARTMENT'S Fire Chief.

20. Each party shall defend, indemnify and hold harmless and defend the other party and its officials, officers, departments, agencies, committees, board members, representatives, employees, agents, contractors and attorneys (collectively, "INDEMNIFIED PARTIES") against any and all liability, loss, claims, demands, adverse administrative law violations, rulings, or consequences, costs, damages, fines, forfeitures, penalties, expenses (including reasonable attorney fees and all other costs and expenses of litigation), of every kind and description, or damage to persons or property of others, arising out of or in connection with, or occurring during, the course of this Agreement where such liability is founded upon or occurring out of, the acts or omissions of that DEPARTMENT, its agents, assigns, or employees. Each party agrees to protect itself and the other party under this indemnity agreement with the insurance coverages and securities set forth in this agreement. To the extent that indemnification is available and enforceable, it is agreed the parties or their insurers shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.
21. Survival of Provisions. All indemnification obligations of each party under this Agreement shall survive the expiration or earlier termination of this Agreement with respect to any and all claims and causes of action arising from events occurring prior to the expiration or termination of this Agreement. Such obligations shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire.
22. Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement. Each of the parties declare that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraph, or other parts have been declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard any invalidation.
23. This Agreement shall be effective upon proper approval and execution hereof by at least two parties. The effective date shall be the date upon which the second party executed the Agreement. As to all subsequently added parties, the effective date shall be the date upon which the newly added party properly executed the Agreement.

NOW, THEREFORE, in acknowledgement of the acceptance of this Agreement, each of the parties have caused this CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR TRAINING FACILITIES

AND SERVICES RELATING TO FIRE/RESCUE AND EMERGENCY MEDICAL SERVICES to be duly executed in its name and behalf by its authorized representatives, who have signed with concurrence of a majority of its governing board.

END OF TERMS – SIGNATURE PAGE FOLLOWS

CITY OF WAUWATOSA

James Case

10/04/2021

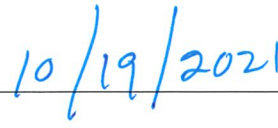
James Case, Fire Chief

Date


CITY OF BROOKFIELD



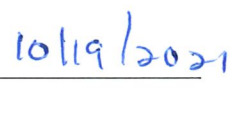
Steven V Ponto, Mayor



Date



Kelly Michaels, City Clerk

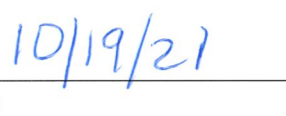


Date

Approved as to form and execution:



Jenna Merton, City Attorney



Date

CITY OF WEST ALLIS

, Mayor

Date

, City Clerk

Date

,

Date

Approved as to form and execution:

, City Attorney

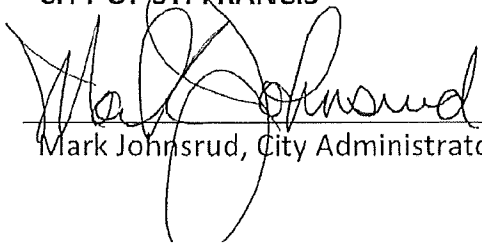
Date

NORTH SHORE FIRE DEPARTMENT, as authorized by the North Shore Fire Department’s Board of Directors

BY: _____
Robert C. Whitaker, Fire Chief

Date

CITY OF ST. FRANCIS

A handwritten signature in black ink, appearing to read 'Mark Johnsrud', is written over a horizontal line.

Mark Johnsrud, City Administrator

21 - Sept - 2021
Date