

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE CITY OF THE PEWAUKEE
AND THE VILLAGE OF PEWAUKEE REGARDING
FIRE, RESCUE AND ANCILLARY SERVICES**

AGREEMENT MADE this 1st day of January, 2004, by and between the City of Pewaukee, a municipal corporation (City) and the Village of Pewaukee, a municipal corporation (Village).

WHEREAS, the City, acting through a Fire Department, has available the necessary personnel and equipment to provide full time fire and rescue services to the Village and,

WHEREAS, the Village is desirous of receiving fire and rescue service from the City, in accord with the terms and conditions of this agreement and,

WHEREAS, the Village Board of Trustees has authorized the Village President to enter into this agreement pursuant to vote of the Village Board and,

WHEREAS, the City Common Council has authorized its proper City officials to enter into this agreement pursuant to vote of the Common Council and,

WHEREAS, Section 66.0301, Stats., authorizes municipal communities to contract with each other for the receipt and furnishing of services.

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

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VILLAGE OF PEWAUKEE

I. Provision of Services. The City shall provide the Village with general and adequate fire suppression, rescue (EMT, EMS) and fire inspection services at the same level and, excepting the administrative fee, at the same cost as said services are provided by the City within its own boundaries to City residents. The Village acknowledges and understands that it is the intent of the City to transform the present partial full-time/ partial paid-on-call Department into a full time Department over the next twelve to fifteen years, so as to guarantee a continued high level of fire/rescue service in accord with the growing needs within the Pewaukee service area.

II. Village Fire Station.

A. Lease. In order to provide the Village appropriate fire, rescue and emergency medical services, the parties recognize that the City shall require use of a fire station within the general geographic vicinity of the Village. The Village currently owns the premises located at 119 Hickory St., Pewaukee, Wisconsin, and utilizes said premises as a fire station. It is the City's intent to construct a new fire station within the Village, or alternatively, in a location that will provide adequate response time to areas within the Village. Until such time as the new station is constructed, however, the Village shall lease to the City the premises located at 119 Hickory St., Pewaukee, Wisconsin, for use by the City as a fire station unless said lease is earlier terminated in accord with the terms of this agreement. The term of the lease shall be on a month to month basis; however, either party may terminate this lease after providing the other party with a sixty (60) day written notice of lease termination. The City shall pay rent for the entire term of the lease to be calculated on the basis of five dollars (\$5.00) per square foot per annum. It is acknowledged and understood by and between the parties that it is necessary for continued provision of service under this agreement that the City maintain a station at 119 Hickory St., Pewaukee, Wisconsin, or within or near the Village of Pewaukee. It is further acknowledged and understood that the City is in the process of negotiating with Waukesha County Technical College (WCTC) for the construction of a new fire station on WCTC premises. The

Village Board has indicated support for a new City fire station at WCTC. However, in the event the Village terminates the lease arrangement under this agreement, and the City has not yet constructed a new fire station to replace the 119 Hickory St., Pewaukee, Wisconsin location, the Village agree that it shall work with the City in a cooperative effort to locate a suitable site for the construction of a new City fire station. At such time as the City locates and acquires rights associated with the construction of a new fire station within the Village, the Village shall cooperate fully in the use of said premises as a fire station, by assuring that the necessary Village authorized permits, approvals, access and ingress and egress shall be provided to the City.

B. Continued Use. The Village shall assure that the City will have the continued use of the leased premises at 119 Hickory St., Pewaukee, Wisconsin, during the time the lease is in effect, for the provision of fire suppression and rescue services, by assuring that the necessary Village authorized permits, approvals, access, and ingress and egress shall be provided to the City. The Village shall provide adequate police protection and traffic control services in conjunction with City activities within the Village under this agreement.

III. Compensation to the City.

A. Formula for Compensation. For services to be provided under this agreement, the Village shall pay the City compensation on a per call basis. The rate charged per call shall be calculated on an annual basis and shall be based on the average cost of fire and rescue calls anticipated for each subsequent year. The formula for the calculation of an individual run shall be as set forth on the initial *pro forma* sheets attached hereto and incorporated herein by reference as Exhibit A. For purposes of this agreement, a "run" shall be defined as a response to a "tone", dispatch call, telephone call, walk-in or any other notice or request for service which results in more than one member of the City Fire Department responding to such communication. Village calls shall be determined based upon the address of the call or upon a response to a request for service by the Village

Police Department.

B. Inspection Charges. Charges for fire inspections and tank inspections shall be based on a flat rate per inspection, likewise adjusted on an annual basis.

C. Initial Charges. For the initial year of the term of this agreement (2004), the charge rates for calls for fire, rescue (EMT, EMS) and ancillary services shall be as follows:

1. Fire Calls \$1740.00 per call.
2. Rescue (EMT, EMS) \$485 per call.
3. Fire Inspections \$45.00 per inspection.
4. Tank Inspections \$45.00 per inspection.

In addition to the charge per call, during the term of this agreement, the Village shall pay to the City an administrative charge equal to 5% of the total charges for all calls and inspection fees for each invoice period.

D. Billing. Charges for services under this agreement shall be billed to the Village at the end each calendar quarter and payment shall be made within thirty (30) days of the date of the invoice. In the event payment is not paid on or before thirty (30) days, the Village shall pay interest on the balance due pursuant to the provisions of Section 66.0135 Stats., at the rate of 12% per annum.

E. Village Revenue. The Village may bill any person or entity using or receiving any service under this agreement within the Village limits. All revenue received by the Village from charges or fees imposed and/or collected for fire/rescue call services in the Village shall be retained by the Village. All revenue of any kind received by the Village from private, state or other governmental agency sources intended to offset or pay for fire or rescue costs of

the Village shall be retained by the Village. All revenue of any kind received by the City relating to charges or services provided by the City outside of the Village boundaries shall be retained by the City.

IV. Independent Contractor. The City, its officers, agents and employees, for purposes of this agreement, constitute an independent contractor. The City shall have complete control over its employees in the method of performing its work under this agreement. Nothing contained in this agreement shall be deemed to be construed to appoint such officers, agents or employees of the City as officers, agents or employees of the Village.

V. Term, Duration, and Termination of this Agreement. The term of this agreement shall commence January 1, 2004, and shall terminate December 31, 2008, unless earlier terminated by either party. Either party may terminate this agreement at any time by providing written notice of termination at least eighteen (18) months in advance of the desired termination date. This agreement shall be automatically renewed for five year periods, unless earlier terminated in accord with the terms herein. In the event of the termination, the parties shall have no further obligations to the each other under this agreement.

VI. Amendment. This agreement may be amended at anytime in writing upon mutual agreement of the parties.

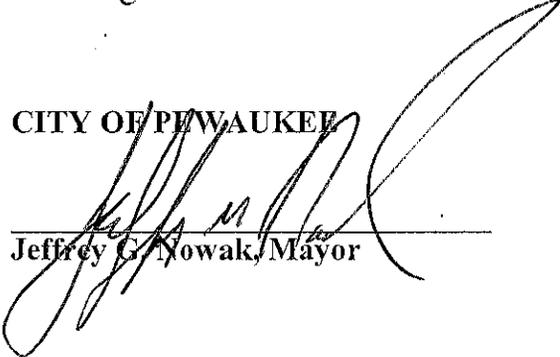
VII. Indemnification. The Village agrees to indemnify, defend and save harmless the City and its officers, directors, employees and agents from and against any and all liabilities for injuries or damages to persons or property as a result of this agreement or provision of services provided hereunder not arising through the fault of the City, including but not limited to the City's liability to the Village or third parties in contract in tort or under federal or state law arising or resulting from performance or failure to perform under this agreement, and in addition, for any and all related expenses including, but not limited to, defense costs and reasonable attorney's fees.

The Village shall name the City as an additional insured on its policy of general liability coverage and its automotive policy to protect risks assumed under this agreement, as long as coverage for the City is available at reasonable cost. The insurance shall provide a coverage on an occurrence basis and shall be continuously enforced and in effect during the term of this agreement. This insurance shall at all times be evidenced by delivery to the City of a current certificate of insurance requiring thirty (30) days notice of cancellation or non-renewal. Such insurance shall provide coverage limits in the amount of one million dollars per occurrence and five million dollars in the aggregate.

VIII. Entire Agreement. This agreement sets forth all the covenants, provisions, agreement, conditions and understandings between the parties and there are not covenants, promises, agreements, conditions or understandings either oral or written other than as are set forth herein. Both parties acknowledge that the terms for future cooperation cannot be construed in a manner so as to bind future actions of the respective governing bodies, but are meant to provide guidance with regard to current intent of the common council and board.

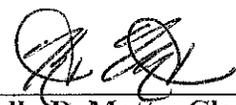
IN WITNESS WHEREOF the parties hereto have executed this agreement this 23rd day of March, 2004.

CITY OF PEWAUKEE



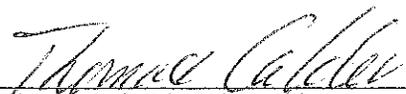
Jeffrey G. Nowak, Mayor

CITY OF PEWAUKEE



Kelly DeMotto, Clerk

VILLAGE OF PEWAUKEE



Thomas Calder, President

VILLAGE OF PEWAUKEE



Susan Atherton, Clerk

City of Pewaukee
Pewaukee Fire Department
Cost Per Event Analysis
2004 Calendar Year

	2004		Rounded Event Fee
	<u>Budget</u>	<u>% of Runs</u>	
Allocated Overhead			
Administration	294,555		
Facilities	78,225		
Education & Prevention	76,950		
Subtotal	449,730		
Allocated to Fire & Rescue Operations	(449,730)		
Fire Calls			
Operations	541,349		
Allocated overhead	110,525	24.6%	
Allocated vehicle costs	80,562		
Total cost	732,436		
Number of events, estimated	420		
Cost per event	\$ 1,743.90		\$ 1,740.00
Rescue			
Operations	253,045		
Allocated overhead	339,205	75.4%	
Allocated vehicle costs	31,138		
Total cost	623,388		
Number of events, estimated	1,289		
Cost per event	\$ 483.62		\$ 485.00
Inspection			
Fire Inspection	145,323		
Allocated overhead	-		
Allocated vehicle costs	6,000		
Total cost	151,323		
Number of events, estimated	3,400		
Cost per event	\$ 44.51		\$ 45.00

City of Pewaukee
Pewaukee Fire Department
Events - 2004 Estimated, Mutual Aid Excluded

Events	2004 Estimate	
	Number	Percent
Fire:		
City	288	68.6%
Village	<u>132</u>	<u>31.4%</u>
Total	420	100.0%
EMS:		
City	739	57.3%
Village	<u>550</u>	<u>42.7%</u>
Total	1,289	100.0%
Totals		
Fire	420	24.6%
EMS	<u>1,289</u>	<u>75.4%</u>
	1,709	100.0%

City of Pewaukee
Pewaukee Fire Department
Cost Per Event Analysis
2004 Calendar Year

	2004		Rounded Event Fee
	<u>Budget</u>	<u>% of Runs</u>	
Allocated Overhead			
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Waukegan Fire Department
 Amortization of Vehicle Costs
 Using Estimated Historical Cost less Residual Value

	Life in Years	Estimated Historical Cost	Estimated Residual Value	Net Estimated Cost	Units Required	Extended Cost	Annual Depreciation	See (1)	Allocated Costs	
									Suppression	EMS
Ambulance	10	\$ 82,500	\$ 5,000	\$ 77,500	3	232,500	23,250			23,250
Ladder Truck	20	416,000	15,000	\$ 401,000	1	401,000	20,050		20,050	
HD Rescue Vehicle	10	135,000	7,000	\$ 128,000	1	128,000	12,800		12,800	
Engines	20	250,000	10,000	\$ 240,000	3	720,000	36,000		36,000	
Grass Fire Rig	10	31,800	2,000	\$ 29,800	1	29,800	2,980		2,980	
Chevy Pickup	10	32,200	2,000	\$ 30,200	1	30,200	3,020		3,020	
Staff Cars	5	22,000	5,000	\$ 17,000	4	68,000	13,600	42% / 58%	5,712	7,888
						1,609,500	111,700		80,562	31,136
Inspection Cars	3	8,000	2,000	\$ 6,000	3	18,000	6,000			

(1) Staff Cars Allocated to 100% of Suppression Runs and to 50% of EMS Runs

Waukegan Fire Department
 Amortization of Vehicle Costs
 Using Estimated Historical Cost less Residual Value

	Life in Years	Estimated Historical Cost	Estimated Residual Value	Net Estimated Cost	Units Required	Extended Cost	Annual Depreciation	See (1)	Allocated Costs	
									Suppression	EMS
Ambulance	10	\$ 82,500	\$ 5,000	\$ 77,500	3	232,500	23,250			23,250
Ladder Truck	20	416,000	15,000	\$ 401,000	1	401,000	20,050		20,050	
HD Rescue Vehicle	10	135,000	7,000	\$ 128,000	1	128,000	12,800		12,800	
Engines	20	250,000	10,000	\$ 240,000	3	720,000	36,000		36,000	
Grass Fire Rig	10	31,800	2,000	\$ 29,800	1	29,800	2,980		2,980	
Chevy Pickup	10	32,200	2,000	\$ 30,200	1	30,200	3,020		3,020	
Staff Cars	5	22,000	5,000	\$ 17,000	4	68,000	13,600	42% / 58%	5,712	7,888
						1,609,500	111,700		80,562	31,138
Inspection Cars	3	8,000	2,000	\$ 6,000	3	18,000	6,000			

(1) Staff Cars Allocated to 100% of Suppression Runs and to 50% of EMS Runs

City of Pewaukee
 2004 Proposed Budget
 As presented 11/14/03

Fire Administration

10- 52210- 120	Chief	\$	79,701
10- 52210- 121	Assistant Chief		68,222
10- 52210- 122	Administrative Assistant		32,032
10- 52210- 123	Clerical		0
10- 52210- 130	Social Security		13,770
10- 52210- 131	Health Insurance		26,800
10- 52210- 132	Dental Insurance		2,110
10- 52210- 133	Optical Insurance		420
10- 52210- 134	Life Insurance		450
10- 52210- 135	Pension		19,790
10- 52210- 136	Disability Insurance		1,000
10- 52210- 137	Unemployment		850
10- 52210- 141	Commissioner Fees		100
10- 52210- 210	Attorney		2,000
10- 52210- 214	Computer Expense & Training		4,800
10- 52210- 218	Billing Services EMS		22,780
10- 52210- 218	Billing Services Fire Runs		1,680
10- 52210- 220	Telephone		5,000
10- 52210- 310	Office Supplies and Expenses		6,000
10- 52210- 311	Postage		800
10- 52210- 320	Memberships, Dues, Subscriptions		1,000
10- 52210- 321	Meetings and Conventions		2,000
10- 52210- 349	Operating Supplies/Expenses		250
10- 52210- 350	FireAct Fed Grant Expenditures		0
10- 52210- 534	Cell Phones/Pagers		3,000
10- 52210- 810	New Equipment		0
	Total Fire Administration		<u>294,555</u>

Fire and Rescue Facilities

10- 52240- 220	Telephone		6,350
10- 52240- 221	Electricity		15,500
10- 52240- 222	Heat		11,500
10- 52240- 223	Water		3,000
10- 52240- 224	Sewer		6,700
10- 52240- 225	Station #1 Rental		20,000
10- 52240- 231	Building Repairs & Maintenance		9,000
10- 52240- 232	Grounds Maintenance		4,500
10- 52240- 810	New Equipment		1,675
	Total Fire and Rescue Facilities		<u>78,225</u>

City of Pewaukee
 2004 Proposed Budget
 As presented 11/14/03

Fire Prevention

10-	52220-	121	Full-time Fire Prevention Capt.	48,190
10-	52220-	125	Part-time Fire Educator	5,000
10-	52220-	130	Social Security	4,070
10-	52220-	131	Health Insurance	11,500
10-	52220-	132	Dental Insurance	910
10-	52220-	133	Optical Insurance	140
10-	52220-	134	Life Insurance	170
10-	52220-	135	Pension	5,300
10-	52220-	136	Disability Insurance	270
10-	52220-	320	Dues and Memberships	400
10-	52220-	321	Meetings & Conventions	200
10-	52220-	322	Training Expenses	400
10-	52220-	349	Operating Supplies	400
10-	52220-	534	Cell Phones/Pagers	0
10-	52220-	810	New Equipment	0
			Total Fire Prevention	<u>76,950</u>

Fire Suppression

10-	52230-	121	Full Time Training Deputy Chief	58,408
10-	52230-	124	5 Full time MPO/FF/EMT's	194,731
10-	52230-	125	Part time	19,000
10-	52230-	126	Training Wages - POC	30,000
10-	52230-	128	Overtime	2,000
10-	52230-	130	Social Security	25,480
10-	52230-	131	Health Insurance	34,500
10-	52230-	132	Dental Insurance	3,930
10-	52230-	133	Optical Insurance	700
10-	52230-	134	Life Insurance	760
10-	52230-	135	Pension	17,270
10-	52230-	136	Disability Insurance	6,770
10-	52230-	190	Fire Runs	29,000
10-	52230-	233	Equipment Repairs & Maintenance	8,000
10-	52230-	234	Vehicle Repairs & Maintenance	15,320
10-	52230-	292	Dispatching	23,000
10-	52230-	320	Dues and Memberships	0
10-	52230-	322	Training Expenses	5,300
10-	52230-	341	Uniforms	17,000
10-	52230-	342	Gas and Oil	14,000
10-	52230-	349	Operating Supplies	5,000
10-	52230-	511	Workmen's Comp Ins	12,180
10-	52230-	512	Property/Liability Ins	16,000
10-	52230-	810	New Equipment	3,000
			Total Fire Suppression	<u>541,349</u>

City of Pewaukee
 2004 Proposed Budget
 As presented 11/14/03

Fire Prevention

10- 52220- 121	Full-time Fire Prevention Capt.	48,190
10- 52220- 125	Part-time Fire Educator	5,000
10- 52220- 130	Social Security	4,070
10- 52220- 131	Health Insurance	11,500
10- 52220- 132	Dental Insurance	910
10- 52220- 133	Optical Insurance	140
10- 52220- 134	Life Insurance	170
10- 52220- 135	Pension	5,300
10- 52220- 136	Disability Insurance	270
10- 52220- 320	Dues and Memberships	400
10- 52220- 321	Meetings & Conventions	200
10- 52220- 322	Training Expenses	400
10- 52220- 349	Operating Supplies	400
10- 52220- 534	Cell Phones/Pagers	0
10- 52220- 810	New Equipment	0
	Total Fire Prevention	<u>76,950</u>

Fire Suppression

10- 52230- 121	Full Time Training Deputy Chief	58,408
10- 52230- 124	5 Full time MPO/FF/EMT's	194,731
10- 52230- 125	Part time	19,000
10- 52230- 126	Training Wages - POC	30,000
10- 52230- 128	Overtime	2,000
10- 52230- 130	Social Security	25,480
10- 52230- 131	Health Insurance	34,500
10- 52230- 132	Dental Insurance	3,930
10- 52230- 133	Optical Insurance	700
10- 52230- 134	Life Insurance	760
10- 52230- 135	Pension	17,270
10- 52230- 136	Disability Insurance	6,770
10- 52230- 190	Fire Runs	29,000
10- 52230- 233	Equipment Repairs & Maintenance	8,000
10- 52230- 234	Vehicle Repairs & Maintenance	15,320
10- 52230- 292	Dispatching	23,000
10- 52230- 320	Dues and Memberships	0
10- 52230- 322	Training Expenses	5,300
10- 52230- 341	Uniforms	17,000
10- 52230- 342	Gas and Oil	14,000
10- 52230- 349	Operating Supplies	5,000
10- 52230- 511	Workmen's Comp Ins	12,180
10- 52230- 512	Property/Liability Ins	16,000
10- 52230- 810	New Equipment	3,000
	Total Fire Suppression	<u>541,349</u>

City of Pewaukee
 2004 Proposed Budget
 As presented 11/14/03

Fire Inspection

10-	52250-	121	Fire Inspection Lieutenant	46,614
10-	52250-	123	Clerical	0
10-	52250-	124	Full time fire inspectors	42,260
10-	52250-	125	Part time fire inspectors	14,684
10-	52250-	130	Social Security	7,930
10-	52250-	131	Health Insurance	19,200
10-	52250-	132	Dental Insurance	1,200
10-	52250-	133	Optical Insurance	280
10-	52250-	134	Life Insurance	360
10-	52250-	135	Pension	6,290
10-	52250-	136	Disability Insurance	480
10-	52250-	320	Dues and Memberships	225
10-	52250-	321	Meetings & Conventions	500
10-	52250-	322	Training Expenses	1,000
10-	52250-	349	Operating Supplies	1,800
10-	52250-	534	Cell Phones and Pagers	2,100
10-	52250-	810	New Equipment	400
			Total Fire Inspection	<u>145,323</u>

Ambulance

10-	52300-	121	Full-time EMS Division Chief	59,905
10-	52300-	126	Training Wages - POC	28,000
10-	52300-	130	Social Security	11,540
10-	52300-	131	Health Insurance	9,100
10-	52300-	132	Dental Insurance	910
10-	52300-	133	Optical Insurance	140
10-	52300-	134	Life Insurance	180
10-	52300-	135	Pension	6,590
10-	52300-	136	Disability Insurance	280
10-	52300-	191	Ambulance Runs	63,000
10-	52300-	233	Equipment Repairs & Maintenance	3,900
10-	52300-	234	Vehicle Repairs & Maintenance	5,500
10-	52300-	292	Dispatching	31,000
10-	52300-	322	Training Expenses	7,000
10-	52300-	342	Gas and Oil	4,500
10-	52300-	349	Operating Supplies	20,100
10-	52300-	534	Cell Phone/Pagers	1,400
10-	52300-	810	New Equipment	0
			Total Ambulance Operations	<u>253,045</u>

Total Fire & Ambulance Services \$ 1,389,447