



# Wauwatosa, WI

## Government Affairs Committee

### Meeting Agenda

7725 W. North Avenue  
Wauwatosa, WI 53213

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Tuesday, December 9, 2025

6:00 PM

Common Council Chambers and Zoom:  
<https://servetosa.zoom.us/j/86222394038>,  
Meeting ID: 862 2239 4038

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#### Regular Meeting

#### HYBRID MEETING INFORMATION

Members of the public may observe and participate in the meeting in-person or via Zoom at the link above. To access the Zoom meeting via phone, call 1-312-626-6799 and enter the Meeting ID.

#### CALL TO ORDER

#### ROLL CALL

#### GOVERNMENT AFFAIRS COMMITTEE ITEMS

1. Consideration of application for a new Class "B" Beer and Reserve "Class B" Liquor license by North 48 MKE LLC, d/b/a North 48 Bar, 7603 W. State Street, Jordan Cole - Agent, for the period ending June 30, 2026 [25-2170](#)
2. Consideration of approval of an intergovernmental agreement with the State of Wisconsin for Urban Search & Rescue Response Services [25-2263](#)
3. Consideration of approval of a Dispatch Service Review with McMahon Associations and associated fund transfer [25-2262](#)

#### UNFINISHED BUSINESS

1. Consideration of approval of an executive summary/term sheet describing a joint fire department formed by West Allis and Wauwatosa [25-2092](#)

#### ADJOURNMENT

#### NOTICE TO PERSONS WITH A DISABILITY

Persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (414) 479-8917 or send an email to [tclerk@wauwatosa.net](mailto:tclerk@wauwatosa.net), with as much advance notice as possible.



# Wauwatosa, WI

7725 W. North Avenue  
Wauwatosa, WI 53213

## Staff Report

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**File #:** 25-2170

**Agenda Date:** 12/9/2025

**Agenda #:** 1.

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Consideration of application for a new Class "B" Beer and Reserve "Class B" Liquor license by North 48 MKE LLC, d/b/a North 48 Bar, 7603 W. State Street, Jordan Cole - Agent, for the period ending June 30, 2026

**Submitted by:**

Zach Kessler, Director of Municipal Services  
Deyanira Nevarez, City Clerk/Management Analyst

**Department:**

Department of Municipal Services - City Clerk's Office

**A. Issue**

North 48 MKE LLC, d/b/a North 48 Bar, has applied for a new retail Class "B" Beer and Reserve "Class B" Liquor license for the 2025-2026 license period for the premises located at 7603 W. State Street.

**B. Background/Options**

North 48 MKE LLC plans to open a craft cocktail and beer bar establishment at 7603 W. State Street. The Common Council approved a conditional use permit for the establishment during its November 18, 2025, meeting. More information can be found in the application materials included in the agenda packet.

A background check was conducted on the Agent, Jordan Cole. No violations substantially related to licensing activities were found. The Agent meets all other qualifications of Wis. Stat. Ch. 125.

The City currently has two available Reserve "Class B" Liquor licenses.

**C. Department Reviews**

Police: No issues.  
Fire: No issues.  
Health: No issues.  
Development: No issues.  
Attorney: No issues.  
Finance: No outstanding taxes or bills.

**D. Recommendation**

I recommend the Common Council grant a new Class "B" Beer and Reserve "Class B" Liquor license to North

48 MKE LLC, d/b/a North 48 Bar, for the period ending June 30, 2026, for the premises located at 7603 W. State Street, with Jordan Cole as the appointed agent.

Form  
AB-200

# Alcohol Beverage License Application

For Municipal Use Only
Municipality
License Period

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer ..... \$ \_\_\_\_\_
- ☒ Class "B" Beer ..... \$ 100
- ☐ "Class A" Liquor ..... \$ \_\_\_\_\_
- ☒ "Class B" Liquor ..... \$ 500
- ☐ "Class A" Liquor (cider only) \$ \_\_\_\_\_
- ☒ Reserve "Class B" Liquor \$ 15000
- ☐ "Class C" Liquor (wine only) \$ \_\_\_\_\_

Fees	
License Fees	\$ <u>600</u>
Background Check Fee	\$ <u>15</u>
Publication Fee	\$ <u>8</u>
Total Fees	\$ <u>15,623</u>

## Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) <u>NORTH 48 MIKE LLC</u>		
2. Business Trade Name or DBA <u>NORTH 48 MIKE LLC</u>		
3. FEIN <u>99-5102642</u>	4. Wisconsin Seller's Permit Number <u>456-1031834209-04</u>	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization		
6. State of Organization <u>WISCONSIN</u>	7. Date of Organization <u>09/20/2024</u>	8. Wisconsin DFI Registration Number <u>N062673</u>
9. Premises Address <u>7603 W. STATE ST.</u>		
10. City <u>WAUWATOSA</u>	11. State <u>WI</u>	12. Zip Code <u>53213</u>
13. County <u>MILWAUKEE</u>	14. Governing Municipality: <input type="checkbox"/> City <input type="checkbox"/> Town <input checked="" type="checkbox"/> Village of: _____	15. Aldermanic District <u>6B</u>
16. Premises Phone	17. Premises Email <u>NORTH48BAR@GMAIL.COM</u>	18. Website <u>WWW.NORTH48BARS.COM</u>
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <u>MAIN FLOOR, SEATING AREA, BAR, BEHIND BAR, STORAGE ROOM, UPSTAIRS WALK IN COOLER, BASEMENT WALK IN COOLER, BASEMENT STORAGE ROOM, BEHIND BAR COOLERS, UNDER BAR RACKS</u>		
20. Mailing Address (if different from premises address)		
21. City	22. State	23. Zip Code

## Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . ☐ Yes ☒ No  
 beverages.  
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.
3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . ☐ Yes ☒ No  
 If yes, provide the name of the restricted investor and describe the nature of the interest.
4. Is the applicant business owned by another business entity? . . . . . ☐ Yes ☒ No  
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.
- 4a. Name of Business Entity 4b. Business Entity FEIN
5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . . ☒ Yes ☐ No
6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? . . . . . ☐ Yes ☒ No
7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . . ☐ Yes ☒ No

### Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B. Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.


Last Name	First Name	Title	Phone
COLE	JORDAN	OWNER	414.405.3773

### Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name COLE		First Name JORDAN		M.I. Z.
Title OWNER		Email NORTH 48 BAR@GMAIL.COM		Phone 414.405.3773
Signature 			Date 11.12.2025	

### Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk			Date Provisional License Issued (if applicable)

Alcohol Beverage  
Appointment of Agent

Date 11.12.25

## Agent Type (check one)

- ☒
- Original (no fee)
- ☐
- Successor (\$10 fee for municipal licensees only)

## Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)  
NORTH 48 MKE LLC
2. Business Trade Name or DBA  
NORTH 48 MKE LLC
3. Entity Type (check one) ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization
4. Alcohol Beverage Business Authorization (check one)  
☐ Municipal Retail License ☒ State Permit
5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.

## Part B: Agent Information

1. Last Name COLE 2. First Name JORDAN 3. M.I. Z.
4. Email NORTH 48 BAR @ GMAIL.COM 5. Phone 414.405.3773
6. Home Address [REDACTED]
7. City [REDACTED] 8. State WI 9. Zip Code [REDACTED] 10. Date of Birth [REDACTED]
11. Drivers License/State ID Number [REDACTED] 12. Drivers License/State ID State of Issuance WISCONSIN

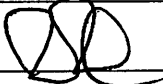
## Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ..... ☒ Yes ☐ No  
Submit proof of completion.
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire (licensee) or  
Form AB-300, Alcohol Beverage Personal Questionnaire (permittee)? ..... ☒ Yes ☐ No
3. Have you been a Wisconsin resident for at least 90 continuous days? ..... ☒ Yes ☐ No  
See instructions for exceptions.

Continued →

**Part D: Business Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <b>COLE</b>		First Name <b>JORDAN</b>		M.I. <b>Z.</b>
Title <b>OWNER</b>	Email <b>NORTH 48 BAR @ GMAIL.COM</b>		Phone <b>414.405.3773</b>	
Signature 			Date <b>11.12.2025</b>	

**Part E: Agent Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name		First Name		M.I.
Signature			Date	

Alcohol Beverage  
Individual Questionnaire

Date 11.12.25

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

**Part A: Business Information**

1. Legal Business Name (individual name if sole proprietor)	NORTH 48 MILE LLC			
2. Business Trade Name or DBA	NORTH 48 MILE LLC			
3. Entity Type (check one)				
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit Organization

**Part B: Individual Information**

1. Last Name	COLE	2. First Name	JORDAN	3. M.I.	Z.
4. Relationship to Business (Title)	OWNER	5. Email	NORTH 48 BAR@GMAIL.COM	6. Phone	414.405.3773
7. Home Address					
8. City		9. State	WI	10. Zip Code	
12. Drivers License/State ID Number					
13. Drivers License/State ID State of Issuance	WISCONSIN				

**Part C: Address History**

1. Do you currently live in Wisconsin? .....	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
If yes, provide the month and year when you permanently moved to Wisconsin .....	(MM/YYYY) 02/1984						
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1	City	State	Zip Code				
		WI					
Previous Address 2	City	State	Zip Code				
		WI					
Previous Address 3	City	State	Zip Code				
Previous Address 4	City	State	Zip Code				
Previous Address 5	City	State	Zip Code				
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County	State	County	State	County
WI	MILWAUKEE	WI	OSHAUKEE	WI	WASHINGTON		
State	County	State	County	State	County	State	County

Continued →



**Part D: Criminal History**

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . . ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . . ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

**Part E: Attestation**

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 11.12.2025
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North 48 MKE LLC is the third location in the North 48° family of craft cocktail and beer bars. Building on the success of our Cedarburg and Oconomowoc locations, the Wauwatosa venue will deliver the same high-quality experience with a locally tailored twist. Our brand is known for its welcoming atmosphere, expertly crafted drinks, and strong community engagement. Our goal is to create a vibrant, community driven bar experience that blends exceptional hospitality with bold, creative branding. North 48 MKE will serve as a neighborhood hub for connection, celebration, and craft excellence.

#### Hours of operation

Monday through Friday 12pm to 2am

Saturday 11am to 230am

Sunday 11am to 12am

Hours may change with seasons or special events

#### Employees

Owner Jordan Cole

General manager Heather Loving

5 to 8 bartenders depending on their availability

We would also like to note that although we dont offer food we do welcome food being brought in or delivered by other businesses close by like we do at both other locations. We donate and support local charities, schools and non profits as well as fundraising for great causes! As a higher end establishment we do not have any issues at either existing location including customers nor employees, so feel free to contact both police departments in Cedarburg and Oconomowoc for reference.

Thank you again for your help and support

Jordan Cole

North 48 Inc.

414.405.3773

[north48bar@gmail.com](mailto:north48bar@gmail.com)



WISCONSIN DEPARTMENT OF REVENUE  
PO BOX 8902  
MADISON, WI 53708-8902

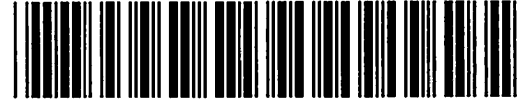
**Contact Information:**

2135 RIMROCK RD PO BOX 8902  
MADISON, WI 53708-8902  
ph: 608-266-2776 fax: 608-327-0235  
email: DORBusinessTax@wisconsin.gov  
website: revenue.wi.gov

000114

JORDAN COLE  
NORTH 48° MKE LLC  
W62N599 WASHINGTON AVE OFC NONE  
CEDARBURG WI 53012-1941

Letter ID L1513162416



## Wisconsin Business Tax Registration Certificate

**Expiration date:** September 30, 2026  
**Legal/real name:** NORTH 48° MKE LLC

- This certificate confirms that you are registered with the Wisconsin Department of Revenue for the tax types shown below.
- This registration certificate is not a seller's permit, and should not be used as proof that you hold a seller's permit.
- You may not transfer this certificate to any other individual or business.

Tax Type	Account Type	Number
Sales & Use Tax	Sales & Use Tax	456-1031834209-04

The following is a list of the business locations that you have registered with the Department of Revenue.

456-1031834209-04  
NORTH 48° MKE LLC  
7603 W STATE ST  
WAUWATOSA WI 53213-2658



**City of Cedarburg**  
**Combination Form**  
**"Class B" Retail License**

**License no:**  
**I/B2526- 2**  
**Fee:**  
**\$600.00**

**For the sale of FERMENTED MALT BEVERAGES and INTOXICATING LIQUORS**

WHEREAS, the local governing body of the City of Cedarburg, County of Ozaukee, Wisconsin, has, upon application duly made, granted and authorized the issuance of a Retail Class "B" License to:

**North 48 Inc., Jordan Z. Cole, Agent**

W62 N599 Washington Avenue  
Cedarburg, WI 53012

to sell Fermented Malt Beverages as drafted by and pursuant to Section 125.26 of the Statutes of the State of Wisconsin and Local Ordinances and the said applicant has paid to the treasurer the sum of \$100.00 for such Class "B" Retailers Fermented Malt Beverage License as required by Local ordinances,

AND WHEREAS, the local governing body has granted and authorized the issuance of a "Class B" Intoxicating Liquor License to said applicant to sell intoxicating liquor as defined in and pursuant to Chapter 125 of the Statutes of the State of Wisconsin and local ordinances and the said applicant has paid to the Treasurer the sum of \$500.00 for such "Class B" Intoxicating Liquor License as provided by local ordinances and has complied with all the requirements necessary for obtaining such licenses,

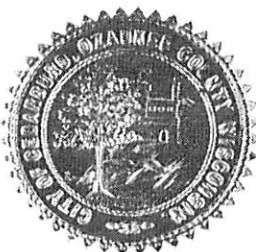
LICENSES ARE HEREBY ISSUED to said applicant to sell, deal and traffic in, at retail, Fermented Malt Beverages and Intoxicating Liquors at the following described premises:

North 48  
W62 N599 Washington Avenue  
Cedarburg, WI 53012

**Location:**  
**Main floor, Liquor Room, Basement, Coolers,**  
**Festivals in front of business,**  
**Patio hours Sun - Thurs to 11 p.m./Fri & Sat to**  
**12 a.m., back 2 party rooms.**

**for the period from 7/01/2025 to 6/30/2026.**

Given under my hand and the Corporate Seal of the City of Cedarburg,  
County of Ozaukee, WI this 9th day of June, 2025.



**Tracie Sette, City Clerk**

**This license must be FRAMED and POSTED IN A CONSPICUOUS PLACE in the room where Fermented Malt Beverages and Intoxicating Liquors are sold or served.**



# Wauwatosa, WI

7725 W. North Avenue  
Wauwatosa, WI 53213

## Staff Report

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**File #:** 25-2263

**Agenda Date:** 12/9/2025

**Agenda #:** 2.

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Consideration of approval of an intergovernmental agreement with the State of Wisconsin for Urban Search & Rescue Response Services

**Submitted by:**

James Case

**Department:**

Fire Department

Issue

Request for approval to allow the Wauwatosa Fire Department to enter into an agreement with the State of Wisconsin, Department of Military Affairs to participate in a statewide urban search & rescue team.

Issues for Consideration

The State of Wisconsin has created a statewide urban search and rescue team called Wisconsin Task Force 1 (WI-TF1). This task force consists of fire department personnel from 34 different agencies around the state. WI-TF1 is a team of individuals specializing in urban hazard mitigation, search and rescue, and incident stabilization. While their emphasis is the location and extraction of victims trapped in collapsed structures or confined spaces, the task force is capable of responding to state and national disasters including earthquakes, hurricanes, tornadoes, floods, and man-made technological and terrorist threats. WI-TF1 is a response asset managed by Wisconsin Emergency Management (WEM), funded through federal Homeland Security funds.

WI-TF1 is comprised of more than 140 highly-trained personnel including structural engineers, canine handlers, technical search specialists, doctors, and advanced rescue personnel. Many of the members are firefighters with local fire departments that have signed an agreement with WEM to make their personnel available for training and deployment. The participating agencies are reimbursed by WEM when their personnel are engaged in WI-TF1 activities.

The Wauwatosa Fire Department has been selected to provide one (1) person to the task force starting in 2026. Once selected, this individual will continue to perform their primary duties with our department on their normal schedule. There is significant initial and ongoing training required for this position. Depending on scheduling, the assigned member will either complete the training on their off days or released from duty. WEM will reimburse the city at a rate of \$55/hr which covers our costs.

We feel strongly that the training and experience of this member will greatly benefit the Wauwatosa Fire Department and our customers.

#### Strategic Plan

Creation of a safe community

#### Fiscal Impact

There will be minimal fiscal impact to the city. There may be some incidental equipment costs but the majority of equipment will be supplied by WI-TF1.

#### Recommendation

We recommend approval to allow the City of Wauwatosa to enter into an agreement with WEM in accordance with the referenced agreement.



**AGREEMENT FOR URBAN  
SEARCH AND RESCUE EMERGENCY  
RESPONSE SERVICES**

**July 1, 2024, through June 30, 2026**

Between

**STATE OF WISCONSIN  
DEPARTMENT OF MILITARY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT**

And

**City of Wauwatosa**



This agreement (Agreement) is by and between the State of Wisconsin through the Department of Military Affairs (the Department), Division of Emergency Management (the Division) and [Wauwatosa], Wisconsin (Participating Agency), a Local Agency, regarding the provision of personnel by Participating Agency to a statewide urban search and rescue team created pursuant to Wis. Stat. § 323.72(1). The Division and Participating Agency are each a Party and, collectively, the Parties.

## **RECITALS**

- 1.0 To protect life and property against the dangers of emergencies, the Division has, pursuant to Wis. Stat. § 323.72(1), established a US&R team that can be deployed to provide Services in response to Emergencies.
- 2.0 The Division desires to enter into this Agreement with Participating Agency for the purpose of having Participating Agency supply qualified employees to serve on such a team and Participating Agency desires to provide such employees.

NOW THEREFORE, for the mutual promises set forth below, the Parties agree as follows:

## **TERMS AND CONDITIONS**

- 1.0 **Recitals:** The Recitals are incorporated by reference.
- 2.0 **Definitions:** The following definitions are used throughout this Agreement:
  - 2.1 “Advisory Committee” means the WI-TF1 Advisory Committee established by this Agreement and consisting of five or seven members appointed by the Board of Directors of the Wisconsin State Fire Chiefs’ Association.
  - 2.2 “All-Hazards” means the grouping classification encompassing all conditions, environmental or man-made, that have the potential to cause injury, illness or death or damage to or loss of equipment, infrastructure services or property or, alternatively, causing functional degradation to societal, economic, or environmental aspects.
  - 2.3 “Certification” means an affirmation that a candidate has successfully met the requirements of a standard or level of a standard through a valid and reliable assessment as approved by the National Board on Fire Service Professional Qualifications.
  - 2.4 “Emergency” or “Emergencies” means an incident(s) or event(s) for which, in the sole determination of the Division, Services are needed to supplement state and local efforts and capabilities to save lives and protect property and public health and safety or to lessen or avert the threat of a catastrophe.
  - 2.5 “Harm” means, at a minimum, human casualties, destruction of property, adverse economic impact and/or damage to natural resources.

- 2.6 “Incident” means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks, wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.
- 2.7 “Local Agency,” pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.
- 2.8 “REACT Center” means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.
- 2.9 “Services” means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.
- 2.10 “US&R” means urban search and rescue, which involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. US&R is considered an all-hazards discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.
- 2.11 “WI-TF1” means the all-hazards US&R team authorized by Wis. Stat. § 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function mission, including a Type 1 US&R task force, Type 3 US&R task force or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. See Wis. Stat. § 323.72(7).

### **3.0 Participating Agency Obligations:**

- 3.1. Recognizing that many of Participating Agency’s employees who are potential candidates for appointment to WI-TF1 may not have all required training as of the date this Agreement begins, the Parties agree to proceed as follows within 90 days after the Agreement begins.

- 3.1.1 After individuals selected for training have successfully completed the training, Participating Agency shall provide, on a form prescribed by the Division, a list of trained individuals that it deems to be good candidates for appointment to WI-TF1 but for the need for up-to-date training. The Division shall select individuals from list for initial and/or refresher training required by Section 4.0 of this Agreement.
- 3.2 Once the employees Participating Agency proposed to be appointed to WI-TF1 have successfully completed the required training, Participating Agency shall provide to the Division for Division approval a list on a form prescribed by the Division of one or more employees fully trained as set forth in Section 4.0 of this Agreement who Participating Agency proposes be a WI-TF1 member for Division approval, along with a description of the anticipated role the employee would have on WI-TF1 (e.g., Medical Specialist, Structural Collapse Search Technician, etc.). Only those employees who Participating Agency can demonstrate to the Division's satisfaction meet the following criteria at the time Participating Agency submits the list may be included on the list:
  - 3.2.1 Possess all required training and certifications necessary to perform Services in the specific role the employee would fill on WI-TF1, based on the training, competency, and job performance requirement standards for an US&R task force issued by the National Fire Protection Association (NFPA), the most current version of the urban search and rescue standards issued by the Emergency Management Accreditation program, and any training standards required by law, rule or regulation.
  - 3.2.2 Are employees in good standing.
  - 3.2.3 Are not probationary employees.
  - 3.2.4 Have been subjected to a background check by Participating Agency or the Division.
  - 3.2.5 Meet any medical or fitness standards agreed upon by the WI-TF1 Advisory Committee and the Division.
  - 3.2.6 Have been instructed on and, as required by the State of Wisconsin, are able to meet the then-current COVID-19 standards set by the State of Wisconsin, for its employees, including vaccination, testing, and mask-wearing requirements.
- 3.3 The Division, in consultation with the Advisory Committee established pursuant to Section 3.7 below, may appoint one or more of the employees on the list to the WI-TF1. Inclusion on the list or proposed WI-TF1 members does not guarantee appointment.
- 3.4 Upon receipt of an emergency response request by the Division pursuant to the Standard Operating Procedures, Participating Agency shall direct employees who have been appointed to WI-TF1 and designated for mobilization to travel to the REACT Center or such other location as designated by the Division to be deployed to provide Services in response to an Emergency.

- 3.5 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is not entitled to reimbursement by the Division for such response costs and that the Division will not supply equipment or vehicles for such responses.
- 3.6 Participating Agency shall comply with all requirements of any grants which provide funding for WI-TF1.
- 3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.
- 3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force.

#### **4.0 Required Training and Exercises:**

- 4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall be a minimum of eighteen (18) hours per WI-TF1 member per year. Additional specialty training may be made available at REACT upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.
- 4.2 Non-Duty Status: All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency.
- 4.3 Training and Exercise Schedule: To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of twelve months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notification of Participating Agencies. The Division will provide as much advanced notice of any changes as possible.

#### **5.0 Response Procedures and Limitations:**

- 5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local fire response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local fire response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.

5.2 Participating Agency and the Division agree that WI-TF1 or components of it may be used for any Emergency for which WI-TF1 members are trained and qualified.

5.3 Participating Agency's obligation to provide services under this Agreement shall arise, with respect to specific Emergency response actions, upon receipt of an Emergency response request pursuant to the Standard Operating Procedures. See Section 7 below.

#### **6.0 Right of Refusal:**

If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Participating Agency because Participating Agency's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Participating Agency may decline a request for personnel to staff WI-TF1 and/or for response equipment.

#### **7.0 Standard Operating Procedures:**

Participating Agency and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Procedures and a "Call-Out Procedure" that will be mutually approved by the Parties and other Local Agencies providing WI-TF1 members. Participating Agency agrees that it shall ensure that any of its employees appointed to WI-TF1 comply with these procedures.

#### **8.0 Reimbursement of Costs**

There are three types of Participating Agency costs that shall be reimbursed under this Agreement: (1) costs related to providing requested Services and (2) required training and exercise costs; and (3) costs related to an increase in duty-disability benefit premiums due to an injury a WI-TF1 member sustained while performing under this Agreement. In seeking reimbursement for those costs, Participating Agency shall comply with all Division-approved procedures and any relevant administrative rules.

#### **9.0 Reimbursement for Response Costs:**

9.1 Pursuant to Wis. Stat. § 323.72(2), the Division shall reimburse Participating Agency for costs incurred by Participating Agency in responding to an Emergency and providing Services at the request of the Division within 60 days after receiving a complete application for reimbursement on a form prescribed by the Division but only if (1) the Division determines that the provision of Services was necessary; and (2) Participating Agency applies for reimbursement within 45 days after the conclusion of that deployment of WI-TF1 for that particular Emergency.

9.2 Recoverable costs include but are not limited to the use of vehicles and apparatus, personnel expenses, backfill expenses and emergency expenses. The amount of reimbursement for the enumerated costs are as follows:

- 9.2.1 Reimbursement for use of Vehicle(s) and Apparatus: Participating Agency shall be reimbursed for the approved use of its vehicles and equipment in providing Services at FEMA-established rates.
- 9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at \$55.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal.
- 9.2.3 Backfill expenses: Participating Agency's reasonable personnel expenses incurred to cover the duties of employees deployed to provide Services as part of WI-TF1 are reimbursable at the Participating Agency's actual cost.
- 9.2.4 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures it deems to be unreasonable or unjustifiable.
- 9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.
- 10.0 Payment for Training and Exercise Costs:**
- 10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of \$55 per hour per appointed employee consistent with the Attendance Policy.
- 10.2 Such payment will be made on a quarterly basis as determined by reference to the state's fiscal year. For example, the first quarter will be from July 1 through September 30 and so forth.
- 10.3 The Division will not pay for Participating Agency's personnel backfill expenses to cover team members who are traveling to and from or participating in training or exercises.
- 11.0 Reimbursement of Increased Duty Disability Costs:**
- 11.1 The Division shall reimburse Participating Agency for costs incurred by Participating Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.
- 11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums

referred to above imposed in the prior fiscal year.

**11.3 Payment under this Section shall be made within 60 days of receipt of documentation of the following:**

11.3.1 That the WI-TF1 member was injured while performing WI-TF1 duties after being deployed pursuant to a Division order.

11.3.2 That the member is receiving duty disability benefits because of such injury.

11.3.3 The amount of increase in premium for duty disability benefits to the Participating Agency that can be directly attributed to the receipt of such benefits by the member during the preceding fiscal year.

**12.0 Employer-Employee Relationship and Obligations Maintained:**

Except as provided in this Agreement, Participating Agency employees who are WI-TF1 members remain employees of Participating Agency and are not employees of the State of Wisconsin. This means, in part, that Participating Agency's employees are not entitled to Division contribution for any Public Employees Retirement Withholding System benefit(s), nor to any other benefits or any wage provided by the State of Wisconsin to its employees. Participating Agency shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes from any wages paid or benefits provided to its employees.

**13.0 Worker's Compensation:**

A WI-TF1 member acting under this Agreement is an employee of the state for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).

**14.0 Dual Payment:**

Participating Agency shall not be compensated for work performed under this Agreement both by the Division and any other state agency or person(s) responsible for causing an Emergency except as approved and authorized under this Agreement.

**15.0 Reasonable Efforts:**

Participating Agency shall make reasonable and good-faith efforts to minimize its costs related to its employees' participation in WI-TF1 training, exercise, and Emergency response Services.

**16.0 Liability and Indemnity**

**16.1 Scope:**

During operations authorized by this Agreement, WI-TF1 members supplied by

Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to providing Services. Operations also include training activities provided under this Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.

16.2 Civil liability exemption; regional emergency response teams and their sponsoring agencies:

Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services.

16.3 Participating Agency Indemnification of State:

When acting as other than an agent of the State of Wisconsin under this Agreement, and when using the State's or Division's vehicles or equipment, Participating Agency shall indemnify, defend and hold harmless the State, which includes the Department, the Division and all state agencies, and its officers, officials, agents, employees, and members from all claims, suits or actions of any nature, including actions for attorneys' fees, arising out of the activities or omissions of Participating Agency, its officers, officials, subcontractors, agents or employees.

**17.0 Insurance Obligations:**

17.1 Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.

17.2 Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

**18.0 Standard Terms and Conditions:** The Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

**19.0 Miscellaneous**

19.1 Disclosure of Independence and Relationship: Participating Agency certifies that no relationship exists between it, the State of Wisconsin or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interest of the State.



Participating Agency agrees as part of this Agreement that, during performance of the terms of this Agreement, they will neither provide contractual services nor enter into any agreement to provide services to a person or entity that is regulated or funded by the Department or has interests that are adverse to the Department. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interests of the state.

- 19.2 Dual Employment: Wis. Stat. § 16.417 prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 19.3 Employment: Participating Agency will not engage the service of any person or persons now employed by the state, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department and Division.
- 19.4 Conflict of interest: Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 19.5 Recordkeeping and Record Retention: The Participating Agency shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Participating Agency. The Participating Agency shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 19.6 Indemnification Regarding Employment Disputes: Participating Agency shall indemnify, defend, and hold harmless the State of Wisconsin, including the Division and the Department, with respect any disputes Participating Agency may have with its employees. Such disputes include but are not limited to charges of discrimination, harassment, improper wage payment, and discharge without just cause.
- 19.7 Term, Termination and Review of Agreement:
  - 19.7.1 Term: This Agreement shall begin on July 1, 2024, and terminate on June 30, 2026, unless terminated earlier pursuant to Section 19.7.2.
  - 19.7.2 Termination:
    - 19.7.2.1 The Division and/or Participating Agency may terminate this Agreement at any time upon one hundred twenty (120) days written

notice to the other Party.

19.7.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:

19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.

19.7.2.2.2 Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

19.7.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.

19.7.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.

19.7.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.

19.8 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.

19.9 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.

19.10 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 19.11 Successors in Interest: The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and permitted assigns.
- 19.12 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war or for other reasons beyond that Party's reasonable control.
- 19.13 Notifications: Participating Agency shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator  
Division of Emergency Management  
DMA Wisconsin  
PO Box 7865  
Madison, WI 53707-7865  
Telephone #: (608) 242-3232  
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of the Department of Military Affairs General Counsel  
Wisconsin Department of Military Affairs  
2400 Wright Street  
Madison, WI 53704

- 19.14 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19.15 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Participating Agency.
- 19.16 Approval Authority: Participating Agency's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of Participating Agency.
- 19.17 No Waiver: No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, state, or Participating Agency shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any

other right, power or remedy created by the Agreement. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided in the written waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

- 19.18 Construction of Agreement: This Agreement is intended to be solely between the Parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

**Approving Signatures:**

**ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

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**Greg Engle, Acting Division Administrator**

**[SIGNATURE PAGE]**

## EXHIBIT A

### EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

#### STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

**ANTITRUST ASSIGNMENT:** The Participating Agency and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Participating Agency hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

**APPLICABLE LAW AND COMPLIANCE:** This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

**CANCELLATION:** The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

**WORK CENTER CRITERIA:** A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

**INSURANCE RESPONSIBILITY:** The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

**NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this Agreement, the Participating Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Participating Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the Participating Agency's becoming declared an "ineligible" Participating Agency, termination of the Agreement, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, Participating Agency agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., Participating Agency agrees it is not, and will not for the duration of the Agreement, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

**PUBLIC RECORDS.** Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Agreement, the Participating Agency shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Participating Agency, following final payment under this Agreement, shall retain all records produced or collected under this Agreement for six (6) years. Participating Agency is also considered a contractor for the purposes of Wis. Stat. § 19.36(3) and must comply with its provisions.

**TAXES:** The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state.

**VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.



# Wauwatosa, WI

7725 W. North Avenue  
Wauwatosa, WI 53213

## Staff Report

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**File #:** 25-2262

**Agenda Date:** 12/9/2025

**Agenda #:** 3.

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Consideration of approval of a Dispatch Service Review with McMahon Associations and associated fund transfer

**Submitted by:**

Barbara Kadrach

**Department:**

Fire Department

### Issue

A formal review and evaluation of dispatch center options is needed for a merged fire department between the Cities of Wauwatosa and West Allis. To support this work, we request approval to contract with McMahon Associates, Inc. to provide both cities with a comprehensive assessment of dispatch center models and recommendations.

### Issues for Consideration

McMahon Associates, Inc. conducted the initial merger study for the two fire departments, which identified the dispatch center as a key priority to establish. McMahon has direct experience with the operations and dispatching functions of both Wauwatosa and West Allis, and has already completed one month of dispatch assessment work under the previous contract using unexpended funds.

Effective communication is critical to emergency response and first responder safety. A detailed assessment of dispatch operations is an essential step in building a reliable, high-performing merged fire department.

The evaluation will address:

- Current dispatch operations in Wauwatosa and West Allis
- Technology and infrastructure
- Operational systems
- Performance metrics and benchmarking
- Recommendations for future structure and implementation

### Strategic Plan

Establish a reliable, efficient dispatch center to enhance community safety and support the mission of the merged fire department.



**Fiscal Impact**

The contract cost will be shared equally by Wauwatosa and West Allis (50/50). The evaluation is estimated to cost \$50,000 or less with the Wauwatosa portion being \$25,000 or less. Funding would require a transfer from contingency into the same account used for the previous merger study.

**Recommendation**

Recommend approval for the City of Wauwatosa to contract with McMahon Associates for a dispatch service review and the associated fund transfer from the contingency fund.

**CITIES OF WAUWATOSA & WEST ALLIS**  
Attn: Jim Archambo, City Administrator  
7725 W. North Avenue  
Wauwatosa, WI 53213

**DATE: October 22, 2025**  
**McM. No.W4004-04-25-006630**  
**FIRE MERGER IMPLEMENTATION**  
**PLAN – DISPATCH SERVICE REVIEW**

## PROJECT DESCRIPTION

McMahon will perform a Dispatch Service Review for the Cities of Wauwatosa & West Allis according to the Scope of Services as identified below.

## SCOPE OF SERVICES

McMahon Associates, Inc. (McMahon) agrees to provide the following Scope of Services for this project:

This evaluation will assess options for a single fire department dispatch structure to service the new joint fire department. The intent is to analyze the capability of existing local dispatch centers to deliver the level of service anticipated by the joint department. Elements of the evaluation include:

- Stakeholder Interviews, including:
  - Fire and EMS responders from both agencies
  - 911 Center Administrators
  - Current 911 Dispatch Personnel
  - City IT & Communication Staff
- Current Dispatch Center Assessments
  - Review current Emergency Fire Dispatch (EFD) standards and programs
  - Review current Emergency Medical Dispatch (EMD) standards and programs
  - Evaluate existing dispatch to fire unit connectivity
- Technology & Infrastructure Assessment
  - Evaluate dispatch software, hardware, and network systems
  - Review integration with CAD, GIS, radio systems, and mobile data devices
  - Assess system redundancy and data interoperability
- Operational Analysis
  - Evaluate current system processes from call intake to unit deployment
  - Review dispatch staffing models, training standards, and shift coverage
  - Analyze mutual aid coordination processes
- Performance Metrics & Benchmarking
  - Review the use of current benchmarking standards among centers
- Recommendations
  - Provide short-term and long-term recommendations for dispatch system options.

Specific evaluations include, but are not limited to:

- Current facility design and functionality
- Capability for increased service delivery
- Computer Aided Dispatch (CAD) systems
- Staffing and capabilities
- Call taking to dispatch processes
- Dispatch performance, including call processing systems and standards
- Individual departmental Report Management Systems (RMS)
- Station / Unit alerting systems
- Current Radio Systems, including coverage and infrastructure
- Mobile Data Terminals (MDT) usage, including hardware & software
- Use of Automatic Vehicle Locators (AVL) systems
- Review of EMD & EFD protocols and standards
- Use of Quality Assurance programs
- Use of Medical Dispatch Review Standards
- Integration of Electronic Patient Care Reporting (EPCR) systems
- Processes for high-incident response events
- Current system expandability
- Current cost of services allocated to each city

This evaluation includes the following assumptions:

- Full access to systems, personnel and documentation will be provided
- Evaluation will not disrupt emergency operations
- Coordination and individual staff participation will be coordinated through an assigned point of contact for each city.
- Creation of a Project Working Team, consisting of the following from each city:
  - Fire Chief or Assigned Representative
  - City Administration Representative

## **CLIENT RESPONSIBILITIES**

The Scope of Services and fee is based upon the understanding that the Cities of Wauwatosa & West Allis will provide the following:

A single source contact with whom all communication is to occur.

## **SPECIAL TERMS** (Refer also to General Terms & Conditions, attached)

The Client agrees that the Project Description, Scope of Services, and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon.

## **COMPENSATION**

McMahon agrees to provide the Scope of Services described above for the following compensation:

The fee would be based on time and expenses, with an estimated monthly budget of \$6,000 - \$8,000 per month for approximately 5 months.

## **COMPLETION SCHEDULE**

McMahon agrees to complete this project as follows:

McMahon has the staff available to begin this project immediately upon award. Based on our prior experience on similar projects, it is estimated that this analysis will take approximately five (5) months to complete. This timeline is contingent upon data being readily available and in a format that facilitates analysis.

ACCEPTANCE

The General Terms & Conditions and the Scope of Services (defined in the above Agreement) are accepted, and McMahon is hereby authorized to proceed with the services. The Agreement fee is firm for acceptance within sixty (60) days from the date of this Agreement.

CITY OF WAUWATOSA

7725 W. North Avenue  
Wauwatosa, WI 53213

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

CITY OF WEST ALLIS

7525 W. Greenfield Avenue  
West Allis, WI 53214

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

- Attachments:   General Terms and Conditions  
                      2025 Fee Schedule  
                      2025 Reimbursable Schedule  
                      2026 Fee Schedule  
                      2026 Reimbursable Schedule

McMAHON ASSOCIATES, INC.

1445 McMahon Drive | PO Box 1025  
Neenah, WI 54956 | 54957-1025  
920.751.4200 | MGMGRP.COM

  
\_\_\_\_\_  
Mark Rohloff  
Public Safety Division Manager

October 22, 2025  
\_\_\_\_\_  
Date



# McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

MAY 10, 2024

## 1. STANDARD OF CARE

- 1.1 Services: McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.2 Client's Representative: McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. This Agreement does not create, nor does it intend to create a fiduciary relationship between the parties.
- 1.3 Warranty, Guarantees, Terms and Conditions: McMahon does not provide a warranty or guarantee, expressed or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. Similarly, McMahon will not accept those terms and conditions offered by the Client in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

## 2. PAYMENT AND COMPENSATION

- 2.1 Invoices: McMahon will bill the Client monthly with net payment due in 30-days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 Reimbursables: Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Client has been notified and agrees to these costs.
- 2.3 Changes: The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 Delays and Uncontrollable Forces: Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases or pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

## 3. INSURANCE

- 3.1 Limits: McMahon will maintain insurance coverage in the following amounts:
 

Worker's Compensation.....	Statutory
General Liability	
Bodily Injury - Per Incident/Annual Aggregate .....	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury .....	\$1,000,000
Property Damage .....	\$1,000,000
Professional Liability Coverage.....	\$2,000,000

If the Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

McMahon's liability to Client for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract or based on tort, breach of contract, or any other theory, is limited to ten (10) times McMahon's fee not to exceed to \$250,000.

- 3.2 Additional Insureds: Upon request and to the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahon as an additional insured for claims caused in whole or in part by contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations.

## 4. CLAIMS AND DISPUTES

- 4.1 General: In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 Mediation: If an agreement cannot be reached by the Client and McMahon unresolved disputes shall be submitted to mediation per the rules of the American Arbitration Association. The Client and McMahon shall share the mediator's fee and any filing fees equally.
- 4.3 Binding Dispute Resolution: If the parties do not resolve a dispute through mediation the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

## 5. TERMINATION OR SUSPENSION

- 5.1 Client: Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahon. The written notice shall include the reasons and details for termination; payment is due as stated in above Section 2.
- 5.2 McMahon: If the Client defaults in any of the Agreements entered into between McMahon and the Client, or if the Client fails to carry out any of the duties contained in these Terms & Conditions, McMahon may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahon.
- 5.3 Suspension for Non-Payment: McMahon may, after giving 48-hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.

## 6. COPYRIGHTS AND LICENSES

- 6.1 Instruments of Service: McMahon and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including the Drawings, Specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 Licenses: McMahon grants to the Client a nonexclusive license to use McMahon's IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 Re-use: Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and the Client agrees to defend, indemnify, and hold harmless McMahon from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the IOS by the Client or by others acting through the Client.

## 7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within 60-days from date of Agreement publication.
- 7.2 Modifications: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
- 7.3 Governing Law: This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 Mutual Non-Assignment: The Client and McMahon, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.
- 7.5 Severability: The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahon.

## 8. MISCELLANEOUS PROVISIONS

- 8.1 Additional Client Services: The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 Means and Methods: McMahon is not responsible for direction or supervision of construction means, methods, techniques, sequence, or procedures of construction selected by contractors or subcontractors, or the safety precautions and programs incident to the work of the contractors or subcontractors.
- 8.3 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahon's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order, or other similar instrument, it is understood and agreed that McMahon shall indicate the purchase order number on the invoice(s) sent to the Client.
- 8.4 Project Maintenance: The Client (or Owner if applicable) shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Client or Owner. McMahon shall have no responsibility for such issues or resulting damages.
- 8.5 Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 8.6 Corporate Protection: It is intended by the parties to this Agreement that McMahon's services in connection with the project shall not subject McMahon's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahon, a Wisconsin corporation, and not against any of McMahon's employees, officers, or directors.
- 8.7 Contingency: McMahon's professional services are not a warranty or guarantee. The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahon agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. The Client agrees to make no claim for costs related to changes in work within this threshold. Claims in excess of this threshold shall be resolved per the dispute resolution process.
- 8.8 Project Costs Associated with Agency Plan Review: McMahon will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the Bid Phase or if this review occurs after the Bid Phase the Client agrees that any additional costs would be considered part of the project contingency.
- 8.9 Hazardous Materials: McMahon shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of person to, hazardous materials or toxic substance in any form at the project site.
- 8.10 Climate: Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.



## FEE SCHEDULE | 2025

McMahon Associates, Inc.

Effective: 01/01/2025

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$210.00
Senior Project Manager	\$190.00 - \$210.00
Project Manager	\$140.00 - \$180.00
Senior Engineer	\$190.00 - \$200.00
Engineer	\$110.00 - \$180.00
Senior Engineering Technician	\$140.00 - \$150.00
Engineering Technician	\$80.00 - \$130.00
Senior Architect	\$175.00 - \$195.00
Architect	\$150.00 - \$170.00
Senior Designer	\$125.00 - \$145.00
Designer	\$95.00 - \$115.00
Senior Land Surveyor	\$135.00 - \$180.00
Land Surveyor	\$125.00
Land Surveyor Technician	\$90.00 - \$110.00
Surveyor Apprentice	\$75.00
Erosion Control Technician	\$95.00
Senior Hydrogeologist	\$210.00
Senior Ecologist	\$200.00
Environmental Scientist	\$105.00 - \$120.00
Senior G.I.S. Analyst	\$180.00
G.I.S. Analyst	\$100.00 - \$120.00
Wetland Delineator	\$120.00
Senior Wetland Delineator	\$150.00
Municipal Planner	\$170.00
Senior Public Management Specialist	\$165.00
Public Management Specialist	\$135.00
Senior Public Safety Specialist	\$165.00
Public Safety Specialist	\$135.00
Building Inspector Specialist	\$135.00
Water / Wastewater Specialist	\$110.00 - \$140.00
Senior On-Site Project Representative	\$125.00
On-Site Project Representative	\$65.00 - \$110.00
K-12 Administrative Specialist	\$130.00
State Plan Reviewer	\$150.00
Certified Grant Specialist	\$150.00
Graphic Designer	\$115.00
Senior Administrative Assistant	\$95.00 - \$105.00
Administrative Assistant	\$85.00
Intern	\$50.00 - \$75.00
Professional Witness Services	\$380.00

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

### NEENAH, WISCONSIN CORPORATE HEADQUARTERS

Street Address:  
1445 McMAHON DRIVE  
NEENAH, WI 54956  
Mailing Address:  
P.O. BOX 1025  
NEENAH, WI 54957-1025  
Ph 920.751.4200 | Fax 920.751.4284  
Email: MCM@MCMGRP.COM  
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD  
MACHESNEY PARK, IL 61115  
Ph 815.636.9590 | Fax 815.636.9591  
Email: McMAHON@MCMGRP.NET  
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952 SOUTH STATE ROAD 2  
VALPARAISO, IN 46385  
Ph 219.462.7743 | Fax 219.464.8248  
Email: MCM@MCMGRP-IN.COM  
Web: WWW.MCMGRP.COM



## REIMBURSABLE EXPENSE SCHEDULE \* | 2025

McMahon Associates, Inc.

Effective: 01/01/2025

DESCRIPTION	RATE
<b>REIMBURSABLE EXPENSES:</b>	
Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,500.00
<b>REIMBURSABLE UNITS:</b>	
Copy Charges - Black & White	\$0.08/Image
Copy Charges - Color / 8½" x 11"	\$0.45/Image
Copy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.81/Mile
Mileage - Truck/Van	\$1.11/Mile
All-Terrain Vehicle	\$100.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.50/Each
Survey Lath	\$1.00/Each
Survey Paint	\$7.15/Can
Survey Ribbon	\$3.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.50/Each
Survey Rebars - 5/8"	\$3.50/Each
Survey Iron Pipe - 1"	\$4.50/Each
Survey Steel Fence Post - 1"	\$7.75/Each
Control Spikes	\$2.50/Each
Pin Flags	\$0.30/Each

NEENAH, WISCONSIN  
CORPORATE HEADQUARTERS

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\* This schedule is not all inclusive.

## FEE SCHEDULE | 2026

McMahon Associates, Inc.

Effective: 01/01/2026

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$215.00
Senior Project Manager	\$195.00 - \$215.00
Project Manager	\$145.00 - \$185.00
Senior Engineer	\$195.00 - \$205.00
Engineer	\$115.00 - \$185.00
Senior Engineering Technician	\$145.00 - \$155.00
Engineering Technician	\$85.00 - \$135.00
Senior Architect	\$180.00 - \$200.00
Architect	\$155.00 - \$175.00
Senior Designer	\$130.00 - \$150.00
Designer	\$100.00 - \$120.00
Senior Land Surveyor	\$140.00 - \$190.00
Land Surveyor	\$130.00
Land Surveyor Technician	\$95.00 - \$115.00
Surveyor Apprentice	\$80.00
Erosion Control Technician	\$100.00
Senior Hydrogeologist	\$215.00
Senior Ecologist	\$205.00
Environmental Scientist	\$110.00 - \$140.00
Senior G.I.S. Analyst	\$195.00
G.I.S. Analyst	\$105.00 - \$125.00
Wetland Delineator	\$125.00
Senior Wetland Delineator	\$165.00
Municipal Planner	\$175.00
Senior Public Management Specialist	\$180.00
Public Management Specialist	\$145.00 - \$160.00
Senior Public Safety Specialist	\$180.00
Public Safety Specialist	\$145.00 - \$160.00
Building Inspector Specialist	\$145.00
Water / Wastewater Specialist	\$115.00 - \$145.00
Senior On-Site Project Representative	\$130.00
On-Site Project Representative	\$70.00 - \$130.00
K-12 Administrative Specialist	\$140.00
State Plan Reviewer	\$155.00
Certified Grant Specialist	\$155.00
Graphic Designer	\$120.00
Senior Administrative Assistant	\$100.00 - \$110.00
Administrative Assistant	\$90.00
Intern	\$55.00 - \$80.00
Professional Witness Services	\$385.00

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

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1445 McMAHON DRIVE  
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## REIMBURSABLE EXPENSE SCHEDULE \* | 2026

McMahon Associates, Inc.

Effective: 01/01/2026

DESCRIPTION	RATE
<b>REIMBURSABLE EXPENSES:</b>	
Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,500.00/Day
Terrestrial LIDAR Scanner	\$50.00/Hour
<b>REIMBURSABLE UNITS:</b>	
Copy Charges - Black & White	\$0.08/Image
Copy Charges - Color / 8½" x 11"	\$0.45/Image
Copy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.95/Mile
Mileage - Truck/Van	\$1.20/Mile
All-Terrain Vehicle	\$100.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.55/Each
Survey Lath	\$1.00/Each
Survey Paint	\$7.75/Can
Survey Ribbon	\$3.50/Roll
Survey Rebars - 1¼"	\$10.00/Each
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Survey Rebars - 5/8"	\$3.50/Each
Survey Iron Pipe - 1"	\$5.00/Each
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Control Spikes	\$2.50/Each
Pin Flags	\$0.30/Each

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\* This schedule is not all inclusive.



# Wauwatosa, WI

7725 W. North Avenue  
Wauwatosa, WI 53213

## Staff Report

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**File #:** 25-2092

**Agenda Date:** 12/9/2025

**Agenda #:** 1.

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Consideration of approval of an executive summary/term sheet describing a joint fire department formed by West Allis and Wauwatosa

## Wauwatosa and West Allis Joint Fire Department

### Initial Term Sheet

The municipalities will enter into an intergovernmental agreement under Wis. Stat. 62.13(1m) and 66.0301(2), in which they agree to create a joint fire department. That fire department will operate as a Wis. Stat. Ch. 181 nonstock corporation. Formation under Wis. Stat. Ch. 181 creates predictability, establishes formality, and ensures the joint fire department has an easily identifiable legal status. This type of corporation is a commonly used legal entity for non-profit organizations and will be easily recognizable under the innovation grant's eligibility requirements as a non-profit organization. This statute also allows for the joint fire department to have a board of directors to manage the business side of the entity and a separate board of fire commissioners to handle the normal duties of a police and fire commission.

Minimum Performance Standards	The joint department will maintain services levels consistent with national level programs such as the Commission on Fire Accreditation International (CFAI), the Insurance Service Office (ISO), and the National Fire Protection Association (NFPA). The initial performance measures will include call processing time, total response time, fire spread, fire inspections, fire-related deaths, and workplace injuries. These are metrics that both the West Allis Fire Department and Wauwatosa Fire Department currently track in accordance with the aforementioned standards. The joint department will strongly consider becoming an accredited agency within the first 10-year term of incorporation.
Contract Term	Initial term of 10 years. Automatic renewal terms of 6 years. After initial term, either party can terminate without cause during a renewal term with a 2-year notice.
Termination Clause	Either party can leave for cause.  Cause: breach of intergovernmental agreement by either municipality
Cost sharing	50/50 cost sharing  The even split is based upon the similarities of the two communities, as identified in the McMahon report, including existing budgets and calls for service. If additional municipalities become part of the joint department in the future, parties will develop a methodology that contemplates proportional cost.
Budget Authority	Budget automatically approved if the joint department maintains a budget increase of 4% or less post grant or CPI + 2%, whichever is lower. During first 5 years, budgets are set at an annual increase of 2.84%.
Governing Body for Corporation	The mayor, council president, and city administrator from each municipality will make up the board for the joint fire department. The

	cities can reappoint board members at the expiration of their term or replace them at any time.
Fire Commission Appointments	Three residents from each community. Mayoral appointment, ratified by the Council from each community. This is the same appointment procedure cities follow under state law.
Deferred Maintenance	Existing buildings remain property of the municipality that currently owns them. Those buildings will be leased to the joint department at a reasonable rate to be determined as part of the final contract. Cities will remain responsible for capital improvements for their own buildings and agree to include appropriate building improvements in their five-year capital plans in consultation with the Joint Fire Department. Responsibility and ongoing maintenance and repairs to be determined as part of the final contract. Both municipalities currently have a fire station that needs to be relocated and rebuilt at some point in the future. That will be negotiated outside of this agreement but not occur sooner than five years.
Vehicles/equipment	Each municipality will retain ownership of its own vehicles until any outstanding debt is paid off. The debt for vehicles already purchased by each municipality will be maintained by each municipality. As part of the final contract, the Cities will develop a ten-year vehicle purchase plan with the goal of using a portion of the innovation grant to establish a sinking fund for vehicle replacement. As part of the final contract the Cities will develop a methodology for annual funding of the sinking fund so that the Joint Fire Department has sufficient funds to cash finance the purchase of new vehicles. The Joint Fire Department will be responsible for maintaining vehicles. After a period of time to be determined so as to not detrimentally affect the ability to remain within 115% of base costs over a 5-year period, new vehicles will be purchased by the joint department using the sinking fund. As part of the final contract, Cities will agree to the ten-year purchase plan.
<b>Services:</b> joint department to contract with each municipality to provide the following services – point person within the listed municipality with the possibility of additional staff being hired by each municipality to meet the needs of the joint department. “Joint department” means an individual hired for the purpose of working solely for the joint department. The below are the initial assignments believed to be appropriate at the time of this term sheet and may change over time as the joint department’s needs develop and each municipality can explore where resources are best used.	
• HR	Wauwatosa
• Attorney	West Allis
• Finance	Wauwatosa
• IT	West Allis
• Communications	Joint department with back-up staffing from each community
• Facilities	TBD
• Fleet	Joint department
Property	Each municipality maintains ownership of current stations and leases it to joint department at a rate rent to be determined in the final contract. Insurance for the joint department would be a joint department expense

	<p>but will utilize the same insurer as Wauwatosa for efficiency (currently CVMIC for auto physical and MPIC for property)</p> <p>If the department dissolves, the current buildings would revert back to the original municipality from which they came. Should a new building be erected during the life of the joint department, that building would be appraised. If the property is within the city limits of West Allis, then West Allis would keep the property and Wauwatosa would be paid half of its value. If the property is within the city limits of Wauwatosa, then Wauwatosa would keep the property and West Allis would be paid half of its value.</p> <p>If the property is not appropriately situated for either municipality, the property will be sold and the proceeds divided by each municipality.</p> <p>Wauwatosa has a fire training center that is located in the City of Wauwatosa near the Department of Public Works main building. The joint department will lease this building from Wauwatosa. A third party will analyze cost to City of Wauwatosa to determine appropriate amount of lease for joint department to pay Wauwatosa to use.</p>
Vehicles	<p>Each municipality maintains ownership and leases current vehicles to the joint department. Each municipality will own its debt-funded vehicles until the debt is satisfied.</p> <p>Any new vehicles purchased after a date to be determined in the final contract, are purchased by the joint department. From a sink funding that is capitalized using Innovation grant proceeds and an annual charge to both municipalities. The amount needed to capitalize the sinking fund and size the annual capital appropriation will be based on a 10-year capital plan approved with the final contract.</p> <p>If the department dissolves after the time in which the vehicles have become joint property, the vehicles would be appraised and the municipalities would divide the vehicles based on the value. If there is a difference in value on vehicles, one municipality would reimburse the other to make up that difference. For older vehicles with limited lifespan, there is an option to appraise them and sell them, with the proceeds of the sale being split equally between the two municipalities.</p> <p>Both cities will have first opportunity to purchase vehicles that are to be transitioned out of department before open to public purchase.</p>
Dispatch process	<p>A sub-committee of fire, dispatch, police, city administration, and outside technical experts will evaluate the existing dispatch process and make recommendations for future operations. A study will be conducted to</p>

	recommend the best dispatch system(s) moving forward for the joint department, in conjunction with each municipality's police department.
Union involvement	The Fire Chiefs are holding a monthly meeting with the union board members who have been participating in these discussions from day 1 to collaborate and obtain necessary feedback. Union negotiations cannot legally begin until a joint fire department has been formed and there is a union with which the joint department can negotiate.
Emergency Operations	Each municipality can elect to name the joint fire department as emergency operations manager.
Sundry and other equipment	<p>Sundry and other equipment will become the property of the joint department and any new equipment needed will be purchased by the joint department. If the joint department dissolves, equipment will be split equally by each municipality.</p> <p>The City of Wauwatosa currently has an emergency rescue vehicle. This equipment will remain in the property of the Wauwatosa Police Department but will be available to the joint department in the event of an emergency in either municipality.</p>



# Workplan for the Initial Combination of the West Allis and Wauwatosa Fire Departments

## Phase 1: Governance & Planning (0–6 months)

- Establish Joint Leadership Team: Interim leadership team with chiefs, city administrators, and attorneys. Finance directors, human resources directors, and other city staff will engage as needed to provide technical expertise.
- Dispatch: A sub-committee of fire, dispatch, police, city administration, and technical experts evaluate the existing dispatch process and make recommendations for future operations.
- Union representatives continue joint meetings between West Allis and Wauwatosa Fire Chiefs on a monthly cadence to discuss items related to the merger.
- Legal & Policy Alignment: Review intergovernmental agreements, contracts, ordinances, and liability structures.
- Financial Planning: Develop cost-sharing models (50/50), align budgets, and identify short- and long-term efficiencies.
- Conduct a deferred maintenance analysis, including vehicles, and begin process of considering how to address the deferred maintenance each community brings to the joint district.
- Communications Plan: Launch joint communications to employees, elected officials, and the public to explain goals, benefits, and process.
- Continue to refine understanding of services that are embedded within the joint district versus contracted for to the municipalities, including:
  - Labor relations
  - Finance
  - HR
  - IT
  - Legal
  - Facilities
  - Communications
  - Fleet
  - Dispatch

## Phase 2: Organizational Integration (6–12 months)

- Command & Structure: Define new organizational chart and decision-making authority.
- Standard Operating Guidelines (SOGs): Review, compare, and consolidate into unified SOGs.
- Labor Agreements: Begin union negotiations when there is a formed union for the new district.
- Training Alignment: Conduct joint training exercises and cross-staffing trials.
- Brand Identity: Develop unified name, insignia, uniforms, and apparatus branding.

## Phase 3: Operational Deployment (12–24 months)

- Station & Resource Optimization: Conduct analysis to determine apparatus distribution and fleet needs.
- Joint Specialty Teams: Combine technical rescue, hazmat, EMS, and fire investigation teams
- Community Outreach: Host open houses and listening sessions to build public trust.

## Phase 4: Evaluation & Continuous Improvement (24+ months)

- Performance Metrics: Continuously monitor the performance metrics identified in the Executive Summary provided to each Common Council in late 2025 to ensure the department is meeting or exceeding service standards.
- Workforce Engagement: Implement employee satisfaction surveys and wellness programs.
- Public Feedback: Launch resident surveys to evaluate perception of service quality.
- Strategic Plan Development: Create a long-term (5–10 year) strategic plan for the district
- Unified Dispatch & Response Protocols: Integrate CAD systems, station coverage maps, and mutual aid agreements.

## Key Success Factors

- Strong leadership and transparent communication.
- Respect for both departments' traditions while embracing a unified culture.
- Early and ongoing union/employee involvement.
- Community engagement to maintain trust and support.
- Clear benchmarks for cost savings and service improvements.

## 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:
- Year 2026: 102.8340% of 2025 Combined Cost (prorated)
  - Year 2027: 105.7483% of 2025 Combined Cost
  - Year 2028: 108.7452% of 2025 Combined Cost
  - Year 2029: 111.8271% of 2025 Combined Cost
  - Year 2030: 114.9962% of 2025 Combined Cost
  - Year 2031 and beyond: A percentage increase from the preceding year that is no more than the lower of the following amounts:
    - 4%, or
    - 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].
- 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

---

Clerk

City of Wauwatosa

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Mayor

---

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

DRAFT

## 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.

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## **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: \_\_\_\_\_

## Wauwatosa and West Allis Joint Fire Department

### Initial Term Sheet

The municipalities will enter into an intergovernmental agreement under Wis. Stat. 62.13(1m) and 66.0301(2), in which they agree to create a joint fire department. That fire department will operate as a Wis. Stat. Ch. 181 nonstock corporation. Formation under Wis. Stat. Ch. 181 creates predictability, establishes formality, and ensures the joint fire department has an easily identifiable legal status. This type of corporation is a commonly used legal entity for non-profit organizations and will be easily recognizable under the innovation grant's eligibility requirements as a non-profit organization. This statute also allows for the joint fire department to have a board of directors to manage the business side of the entity and a separate board of fire commissioners to handle the normal duties of a police and fire commission.

Purposes of the nonstock corporation:

- 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.
- To operate a joint emergency medical services district organized by municipalities under Wis. Stat. § 66.0301(2).
- To operate as an instrumentality of municipalities for the purposes of Wis. Stat. §§ 40.02(28) and 111.70(1)(j).
- 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.
- To operate as a public organization engaged in firefighting consistent with the definition of "fire department" under Wis. Stat. 66.0314(1)(c).
- 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.

Minimum Performance Metrics	The joint department will maintain services levels consistent with national level programs such as the Commission on Fire Accreditation International (CFAI), the Insurance Service Office (ISO), and the National Fire Protection Association (NFPA). The initial performance metrics will include call processing time, total response time, fire spread, fire inspections, fire-related deaths, and workplace injuries. These are metrics that both the West Allis Fire Department and Wauwatosa Fire Department currently track in accordance with the aforementioned standards. The joint department will strongly consider becoming an accredited agency within the first 10-year term of incorporation.
Contract Term	Initial term of 10 years. Automatic renewal terms of 6 years. After initial term, either party can terminate without cause during a renewal term with a 2-year notice. During the initial 10-year contract, can only be terminated for cause.

Termination Clause	<p>Either party can leave for cause if a material breach of the contract not cured within 30 days. Upon termination, the parties shall work diligently to transfer services back to the municipalities as soon as practicable.</p> <p>Cause: breach of intergovernmental agreement by either municipality.</p>
Cost sharing	<p>50/50 cost sharing</p> <p>The even split is based upon the similarities of the two communities, as identified in the McMahon report, including existing budgets and calls for service. If additional municipalities become part of the joint department in the future, parties will develop a methodology that contemplates proportional cost.</p>
Innovation Grant	<p>The City of West Allis and the City of Wauwatosa will submit a joint application to the Department of Revenue by March 31, 2026, to be eligible for five years of Innovation Grant payments.</p> <p>Innovation grant monies awarded under Wis. Stat. 79.038(1)(a)1e, which is estimated to be five annual payments, in the amount of XXX, shall be allocated to the cities in the following amounts:</p> <ul style="list-style-type: none"> <li>• City of Wauwatosa: 25% of its share of total costs</li> <li>• City of West Allis: 25% of its share of total costs</li> </ul>
Budget Authority	<p>Budget automatically approved if the joint department maintains a budget increase of 4% or less post grant or CPI + 2%, whichever is lower. During first 5 years, budgets are set at an annual increase of 2.84%.</p> <p>Each municipality shall annually approve payment to the joint fire department, equal to one-half of the amount budgeted for the joint department if the budgeted amount is less than or equal to the following:</p> <ol style="list-style-type: none"> <li>a. Year 2026: 102.8340% of 2025 Combined Cost (prorated)</li> <li>b. Year 2027: 105.7483% of 2025 Combined Cost</li> <li>c. Year 2028: 108.7452% of 2025 Combined Cost</li> <li>d. Year 2029: 111.8271% of 2025 Combined Cost</li> <li>e. Year 2030: 114.9962% of 2025 Combined Cost</li> <li>f. Year 2031 and beyond: A percentage increase from the preceding year that is no more than the lower of the following amounts: <ol style="list-style-type: none"> <li>i. 4%, or</li> <li>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%.</li> </ol> </li> </ol>

	<p>If the joint department proposes to the municipalities a budget in excess of the amounts stated above, the municipalities may approve payment to the joint department 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 the joint department an amount equal to the maximum amount for which payment is mandated above.</p>
Governing Body for Corporation	<p>The corporation will have two members: City of West Allis and City of Wauwatosa. No new members will be admitted. The joint department can decide to provide services to additional municipalities through a service agreement; however, no other municipalities will become a member of the corporation.</p> <p>The board of directors will initially be made up of six individuals. Each member shall appoint directors to the board – West Allis may appoint up to 3 individuals and Wauwatosa may appoint up to 3 individuals. The number of directors may be increased or decreased from time to time by a unanimous vote of the members. If the number is increased or decreased, the members shall also state the number of directors each member is entitled to appoint. The board shall be treated as a governmental body as defined in Wis. Stat. §19.82(1) and all meetings of the board shall comply with Wis. Stat. Ch. 19.</p>
Fire Commission Appointments	<p>Three residents from each community. Mayoral appointment, ratified by the Council from each community. This is the same appointment procedure cities follow under state law.</p> <p>The commissioners shall serve staggered terms upon appointment, with one expiring in 2027, one for 2028, and one for 2029. Vacancies of the JFC shall be filled by appointment for any unexpired term by the appointing authority in the same manner as the original appointments are made.</p> <p>Meetings of the Joint Fire Commission shall comply with open meetings laws under Wis. Stat. § 19.81.</p>

Deferred Maintenance	Existing buildings remain property of the municipality that currently owns them. Those buildings will be leased to the joint department at a reasonable rate to be determined as part of the final contract. Cities will remain responsible for capital improvements for their own buildings and agree to include appropriate building improvements in their five-year capital plans in consultation with the Joint Fire Department. Responsibility and ongoing maintenance and repairs to be determined as part of the final contract. Both municipalities currently have a fire station that needs to be relocated and rebuilt at some point in the future. That will be negotiated outside of this agreement but not occur sooner than five years.
Vehicles/equipment	Each municipality will retain ownership of its own vehicles until any outstanding debt is paid off. The debt for vehicles already purchased by each municipality will be maintained by each municipality. As part of the final contract, the Cities will develop a ten-year vehicle purchase plan with the goal of using a portion of the innovation grant to establish a sinking fund for vehicle replacement. As part of the final contract the Cities will develop a methodology for annual funding of the sinking fund so that the Joint Fire Department has sufficient funds to cash finance the purchase of new vehicles. The Joint Fire Department will be responsible for maintaining vehicles. After a period of time to be determined so as to not detrimentally affect the ability to remain within 115% of base costs over a 5-year period, new vehicles will be purchased by the joint department using the sinking fund. As part of the final contract, Cities will agree to the ten-year purchase plan.
Services: joint department to contract with each municipality to provide the following services – point person within the listed municipality with the possibility of additional staff being hired by each municipality to meet the needs of the joint department. “Joint department” means an individual hired for the purpose of working solely for the joint department. The below are the initial assignments believed to be appropriate at the time of this term sheet and may change over time as the joint department’s needs develop and each municipality can explore where resources are best used.	
<input type="checkbox"/> HR	Wauwatosa
<input type="checkbox"/> Attorney	West Allis
<input type="checkbox"/> Finance	Wauwatosa
<input type="checkbox"/> IT	West Allis
<input type="checkbox"/> Communications	Joint department with back-up staffing from each community
<input type="checkbox"/> Facilities	TBD
<input type="checkbox"/> Fleet	Joint department
Property	Each municipality maintains ownership of current stations and leases it to joint department at a rate rent to be determined in the final contract. Insurance for the joint department would be a joint department expense



	<p>but will utilize the same insurer as Wauwatosa for efficiency (currently CVMIC for auto physical and MPIC for property)</p> <p>If the department dissolves, the current buildings would revert back to the original municipality from which they came. Should a new building be erected during the life of the joint department, that building would be appraised. If the property is within the city limits of West Allis, then West Allis would keep the property and Wauwatosa would be paid half of its value. If the property is within the city limits of Wauwatosa, then Wauwatosa would keep the property and West Allis would be paid half of its value.</p> <p>If the property is not appropriately situated for either municipality, the property will be sold and the proceeds divided by each municipality.</p> <p>Wauwatosa has a fire training center that is located in the City of Wauwatosa near the Department of Public Works main building. The joint department will lease this building from Wauwatosa. A third party will analyze cost to City of Wauwatosa to determine appropriate amount of lease for joint department to pay Wauwatosa to use.</p>
Vehicles	<p>Each municipality maintains ownership and leases current vehicles to the joint department. Each municipality will own its debt-funded vehicles until the debt is satisfied.</p> <p>Any new vehicles purchased after a date to be determined in the final contract, are purchased by the joint department. From a sink funding that is capitalized using Innovation grant proceeds and an annual charge to both municipalities. The amount needed to capitalize the sinking fund and size the annual capital appropriation will be based on a 10-year capital plan approved with the final contract.</p> <p>If the department dissolves after the time in which the vehicles have become joint property, the vehicles would be appraised and the municipalities would divide the vehicles based on the value. If there is a difference in value on vehicles, one municipality would reimburse the other to make up that difference. For older vehicles with limited lifespan, there is an option to appraise them and sell them, with the proceeds of the sale being split equally between the two municipalities.</p> <p>Both cities will have first opportunity to purchase vehicles that are to be transitioned out of department before open to public purchase.</p>

Dispatch process	A sub-committee of fire, dispatch, police, city administration, and outside technical experts will evaluate the existing dispatch process and make recommendations for future operations. A study will be conducted to
	recommend the best dispatch system(s) moving forward for the joint department, in conjunction with each municipality's police department.
Union involvement	The Fire Chiefs are holding a monthly meeting with the union board members who have been participating in these discussions from day 1 to collaborate and obtain necessary feedback. Union negotiations cannot legally begin until a joint fire department has been formed and there is a union with which the joint department can negotiate.
Emergency Operations and Mutual Aid	Each municipality can elect to name the joint fire department as emergency operations manager.  The mutual aid response agreements between the parties of this agreement with other entities shall be assumed by the joint department.
Sundry and other equipment	Sundry and other equipment will become the property of the joint department and any new equipment needed will be purchased by the joint department. If the joint department dissolves, equipment will be split equally by each municipality.  The City of Wauwatosa currently has an emergency rescue vehicle. This equipment will remain in the property of the Wauwatosa Police Department but will be available to the joint department in the event of an emergency in either municipality.
Staffing agency	Following the signing of the intergovernmental agreement, but prior to the joint department being fully operational, each municipality shall serve as a staffing agency for the joint department.  During this time neither municipality will see any changes to its current operations.
Previously earned expenses and revenue	Each member shall retain any revenue earned prior to the first date upon which fire protection and emergency services are transferred to the joint department, including payment for services performed prior to that date but paid after that date.  Each member shall pay for any liabilities incurred prior to the first date upon which fire protection and emergency services are transferred to the joint department, including retiree healthcare, contractual commitments that are not assumed by the joint department, any expense incurred solely because an employee was a former employee of a party, and any other expense directly attributed to that municipality. If the joint department is obligated to pay for any such expense, the board shall compute the additional expense and invoice each municipality for that amount.

# Workplan for the Initial Combination of the West Allis and Wauwatosa Fire Departments

## Phase 1: Governance & Planning

- Establish Joint Leadership Team: Interim leadership team with chiefs, city administrators, and attorneys. Finance directors, human resources directors, and other city staff will engage as needed to provide technical expertise.
- Dispatch: A sub-committee of fire, dispatch, police, city administration, and technical experts evaluate the existing dispatch process and make recommendations for future operations.
- Union representatives continue joint meetings between West Allis and Wauwatosa Fire Chiefs on a monthly cadence to discuss items related to the merger.
- Legal & Policy Alignment: Review intergovernmental agreements, contracts, ordinances, and liability structures.
- Financial Planning: Develop cost-sharing models (50/50), align budgets, and identify short- and long-term efficiencies.
- Conduct a deferred maintenance analysis, including vehicles, and begin process of considering how to address the deferred maintenance each community brings to the joint district.
- Communications Plan: Launch joint communications to employees, elected officials, and the public to explain goals, benefits, and process.
- Continue to refine understanding of services that are embedded within the joint district versus contracted for to the municipalities, including:
  - Labor relations
  - Finance
  - HR
  - IT
  - Legal
  - Facilities
  - Communications
  - Fleet
  - Dispatch

## Phase 2: Organizational Integration

- Command & Structure: Define new organizational chart and decision-making authority.
- Standard Operating Guidelines (SOGs): Review, compare, and consolidate into unified SOGs.
- Labor Agreements: Begin union negotiations when there is a formed union for the new district.
- Training Alignment: Conduct joint training exercises and cross-staffing trials.
- Brand Identity: Develop unified name, insignia, uniforms, and apparatus branding.

## Phase 3: Operational Deployment

- Station & Resource Optimization: Conduct analysis to determine apparatus distribution and fleet needs.
- Joint Specialty Teams: Combine technical rescue, hazmat, EMS, and fire investigation teams
- Community Outreach: Host open houses and listening sessions to build public trust.

## Phase 4: Evaluation & Continuous Improvement

- Performance Metrics: Continuously monitor the performance metrics identified in the Executive Summary provided to each Common Council in late 2025 to ensure the department is meeting or exceeding service standards.
- Workforce Engagement: Implement employee satisfaction surveys and wellness programs.
- Public Feedback: Launch resident surveys to evaluate perception of service quality.
- Strategic Plan Development: Create a long-term (5–10 year) strategic plan for the district
- Unified Dispatch & Response Protocols: Integrate CAD systems, station coverage maps, and mutual aid agreements.

## Key Success Factors

- Strong leadership and transparent communication.
- Respect for both departments' traditions while embracing a unified culture.
- Early and ongoing union/employee involvement.
- Community engagement to maintain trust and support.
- Clear benchmarks for cost savings and service improvements.