

FIRE PROTECTION AGREEMENT

BETWEEN

THE CITY OF WAUWATOSA

AND

MILWAUKEE COUNTY

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AND  
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THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of December, 1980, by and between the CITY OF WAUWATOSA, a municipal corporation of the State of Wisconsin (hereinafter sometimes referred to as "City") and MILWAUKEE COUNTY, a municipal body corporate (hereafter sometimes referred to as "County");

W I T N E S S E T H :

WHEREAS, County and the City have previously entered into negotiations with respect to City assuming first line fire protection for all buildings and property of County and of the Private Geographic Members (PGM's) of the Milwaukee Regional Medical Center on the Milwaukee County Institutions grounds; and

WHEREAS, County is desirous of improving fire protection for its County-owned buildings and property, as well as the buildings and property of said PGM's; and

WHEREAS, City has indicated a willingness to locate a City of Wauwatosa Fire Department Station on the County Institutions grounds in order to enhance said fire protection for County and PGM's and to increase the complement of firefighters and other support services within said fire station so long as County shall contribute financially towards the construction, implementation, manpower and maintenance needs of said new fire station.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinbefore and hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, City and County hereby agree as follows:

FIRE PROTECTION AGREEMENT  
BETWEEN  
THE CITY OF WAUWATOSA  
AND  
MILWAUKEE COUNTY

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1. Services to be provided by City. City shall provide full fire protection, inspection and other fire and rescue services to all of the County buildings and property now or hereafter located on the County Institutions grounds and all non-County buildings and property now or hereafter located on said grounds. It is the essence of this agreement, in view of the operations conducted in the County Institutions medical facilities involving many occupants who are bedridden, that the buildings and facilities on the County Institutions grounds shall always be furnished fire protection and rescue services by the City of Wauwatosa.

2. Term. This agreement shall be for a period of sixty (60) years effective December 31, 1980, at 8:00 A.M., and terminating December 31, 2040, with automatic renewal for the period of December 31, 2040, to December 31, 2050, and every ten (10) years thereafter unless either party to this agreement shall terminate same upon two year's advance written notice to the other prior to the end of said 60-year term or any 10-year renewal thereof.

In the event that County shall terminate its obligations hereunder with respect to monetary payments for the fire protection services, City shall, notwithstanding such fact of termination, be permitted to occupy the leased premises for an additional period of sixty (60) years at such annual rental as shall be negotiated by the parties.

3. Land to be provided by County: rental fee. County hereby provides and leases to City a building site for the location of a new fire station to be located on the County Institutions grounds. The site plan and the legal description for said property is attached hereto as Exhibit A. City shall pay One Dollar (\$1.00) per year and other good and valuable consideration for the lease of said property. Payments shall be made for the full term of the lease or any renewal at the beginning of the term or renewal. The acceptance of the yearly rentals in advance shall not constitute

a bar to the right of County to terminate the lease for failure of Wauwatosa to live up to the terms and conditions of the agreement.

4. Construction of new fire station; apportionment of cost; approvals. The City shall arrange for the construction of the new fire station (hereafter Facility) to be built on said County leased lands at an estimated cost not to exceed Eight Hundred Thousand Dollars (\$800,000) (except as hereafter provided) and County shall pay to City eighty-five percent (85%) of the cost of said Facility. In the construction of said Facility, the City shall be required to follow all statutory bidding procedures applicable to said construction. If, upon receipt of sealed bids for the construction of said Facility, the firm bids shall exceed said sum of Eight Hundred Thousand Dollars (\$800,000), the parties shall meet and revise the plans for the building construction in such manner as to bring the costs thereof below Eight Hundred Thousand Dollars (\$800,000). Construction of Facility shall be completed within thirty (30) months of the signing of this agreement, which deadline for completion shall be deemed to be extended by the periods of any delays encountered by City due to strikes, pickets, slow-downs, shortages of labor, materials or supplies, acts of God or other causes or circumstances beyond the control of City.

City shall submit its plans, specifications and proposed location on the site to the County Director of Transportation, and the prior written approval of same by said Director shall be required before construction shall commence. The eighty-five percent (85%) cost heretofore referred to shall include architectural fees, the cost of construction of the building, utilities, site preparation, driveways, drive approaches, parking lots, landscaping, and all other expenses connected with the construction of said fire station to a point of total completion in order to commence operations.

Nothing herein shall obligate County to furnish electricity, steam, chilled water, telephone, or extensions for same, without separate agreements having been entered into between the parties. However, County does commit to permitting City to connect to the existing roadways, water lines, storm sewer lines and sanitary sewer lines presently in existence in the vicinity of the leased premises at such appropriate points as shall be approved by County's Director of Public Works and will confer easements, permits or other appropriate legal right on City for the right to make and maintain such connections. County reserves the right to impose a charge for the furnishing or use of water and sanitary sewers provided such charges do not exceed the unit amount charged to County-owned facilities on the County-owned institutions. In the event that at any later date there shall be a fee or charge imposed on County for storm sewer discharge, County shall have the right to assess an appropriate portion of said charge to City.

5. Payments during period of construction. Based on the assumption that City will cause to be constructed a Facility of approximately ten thousand (10,000) square feet, the maximum cost of which shall not exceed Eight Hundred Thousand Dollars (\$800,000), County covenants and agrees as follows:

- (a) As construction work shall be completed, City shall have the right to submit to County on or before the last day of each month an Application for Payment accompanied by such data and summary as will substantiate County's proportionate share and the right of City and City's contractor(s) to payment. Such Application shall be presented to County's Director of Transportation, who shall review said claims for work performed and give his approval for such payment, if

appropriate. Thereafter, County shall promptly issue appropriate payment for such amount authorized by its Director of Transportation.

(b) County shall have the right to retain ten percent (10%) of its obligation hereunder pending completion in full of the construction of the Facility, at which time said ten percent (10%) shall be paid to City less the total amount of any liens, as disclosed by affidavit of the contractor, or other notice of lien under the laws of the State of Wisconsin.

(c) At the completion of construction, City shall certify to County's Director of Transportation the actual construction costs of the Facility. In the event that the actual construction costs as certified to the County's Director of Transportation is less than the Eight Hundred Thousand Dollars (\$800,000) construction cost referred to above, the amount of the final payment by County shall be reduced so that County shall not pay more than eighty-five percent (85%) of said actual construction costs.

6. Transfer of City equipment to new Facility. Upon completion of construction, City shall transfer the fire equipment presently used at its fire station at 11401 West Watertown Plank Road, Wauwatosa, Wisconsin, including, but not limited to, the fire fighting vehicles and equipment, radio and communications equipment, alarm devices and such station furnishings as may

appropriately be used in the new location. Upon the effective date of this agreement, County shall transfer all of its fire fighting vehicles and equipment, as set forth in Exhibit B attached hereto, presently used at County's fire station at 8714 West Watertown Plank Road, including two pumper engines, one ladder truck, and the replacement of said ladder truck in either 1980 or 1981 (unless delivery thereof shall be delayed for reasons beyond the control of County). In connection therewith, the County shall furnish to City such evidence of title as to said motorized equipment as shall be requested by the Wauwatosa City Attorney.

7. Interim Site of Operations. Until such time as the new Facility shall be constructed on the County Institutions grounds, it is understood and agreed that all of the obligations of the parties herein expressed shall apply to the Wauwatosa fire station located at 11401 West Watertown Plank Road, and the fire protection and other rescue services herein referred to shall be furnished to County by City from said station.

8. Transfer of City personnel to new Facility. Upon completion of construction of said Facility, City shall transfer the following personnel from its station at 11401 West Watertown Plank Road for the implementation of operations on the County Institutions grounds:

- 3 - Fire Captains
- 6 - Fire Lieutenants
- 6 - Motor Pump Operators
- 6 - Firefighters
- 9 - Firefighters (Paramedics)

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- 30 - TOTAL



County shall not be liable for any cost or expense for said personnel either at the outset of operations or at any time thereafter.

9. Authority of City to hire additional personnel:

payments for same. City is authorized to hire and retain a minimum of fifteen (15) new positions of firefighters, supervising officers and related personnel to augment its existing personnel being transferred from the West Watertown Plank Road station. During the first full year of operations, the maximum sum that County shall be required to pay for said personnel costs shall be Two Hundred Eighty-eight Thousand Nine Hundred Dollars (\$288,900) (hereafter Base), plus the adjustment applicable in January, 1981 by reason of any increase attributable to the negotiated labor agreement for the year 1981. In subsequent years, the Base shall be further adjusted to reflect the City's increase in fire personnel salaries and fringe benefits in the event that the salaries and fringe benefits of City's fire personnel shall be modified pursuant to collective bargaining agreements between City and labor organization(s) representing the fire personnel. Fringe benefits as used herein shall include the following:

Vacation pay

Sick Leave pay

Annual uniform/clothing allowance  
and replacement

Wisconsin Retirement Fund payments  
(employer and employee shares)

Health and Life Insurance

Special Premium pay

Differential Injury pay

The City shall render an invoice to County by January 1st of each year for that year's base payment, as adjusted, and County shall pay the invoiced amount by February 1st of that year. The City's invoice shall be of such detail and form as to substantiate the charges and credits, if any, for the fire personnel specified in

this agreement. In the event the collective bargaining agreement shall not be consummated until after January 1st of a given year, an appropriate retroactive adjustment shall be made as soon as practicable thereafter.

The new employees shall include the following minimum positions:

- 3 - Fire Lieutenants
- 3 - Motor Pump Operators
- 6 - Firefighters
- 1 - Mechanic
- 1 - Fire Inspector

14 - TOTAL

*1 - Clerical - Kathy*

The fifteenth position authorized under this paragraph shall be such additional person as the City's fire chief shall determine. The adjustment of the Base shall be made as of January 1st of each year during the term of this agreement or the effective date of the applicable labor agreement.

It is understood and agreed that the foregoing Fire Inspector's services shall comprise the equivalent of one full-time inspector for the buildings and property now or hereafter located on the County Institutions grounds. His duties shall include those necessary inspection activities required of County for certification, accreditation and licensure. In addition to his inspection duties, the Inspector shall provide fire training for County Institutions and PGM employees at the County Institutions.

10. Adjustment of County payments. In the future, if the total number of firefighters assigned by the City on a regular basis, pursuant to this agreement, to the station on the County Institutions grounds is reduced (other than reductions of a temporary nature, not to exceed thirty (30) days, that are required

to meet the overall staffing needs of the entire Wauwatosa Fire Department), the payments by Milwaukee County of the annual base, plus accrued adjustment, shall be reflected by a proportionate reduction in the payment by Milwaukee County based on said reduction of total salaries and fringe benefits. In addition, if in future years personnel performing fire fighter functions and assigned to the County Institutions grounds shall be assigned to non-fire fighting duties on a regular basis, the amount that the County shall be required to contribute shall be reduced accordingly to reflect such portion of time as said firefighter shall devote to non-fire fighting duties that benefit the City.

11. Payment for operating costs: adjustment of.

County shall, in the first year of the operation of this agreement, pay to City the maximum sum of Fifteen Thousand Dollars (\$15,000) (or appropriate portion thereof if less than one year) for operating costs, including building and equipment maintenance and repair costs, heat, light, water and other utility expenses, cost of insurance on the building and equipment, costs of vehicle operation and maintenance, alarms and other incidental operating costs. In all subsequent years, said sum of Fifteen Thousand Dollars (\$15,000) shall be adjusted based on the previous year's third quarter Milwaukee area consumer price index (All Items category - All Urban Consumers) of the United States Department of Labor. Said adjusted amount, as invoiced by City, shall be paid by County by February 1st of each year.

12. City hiring of County's firefighters. The City is mindful of the effect that this Agreement will have on the displacement of Milwaukee County Fire Department personnel, and also the effect that the implementation of this Agreement will have on creating an immediate need for additional trained and experienced city fire fighting personnel having a special knowledge and familiarity with the County Institutions grounds, the variety of

buildings located thereon, as well as training and experience of fighting aircraft fires due to the use of helicopters in transporting emergency victims. Toward the end of fulfilling the requirements needed for trained and experienced fire fighting personnel, the City shall create within the limits allowed under section 62.13, Wisconsin Statutes, through the action of its Police and Fire Commission, a special class for appointment purposes designed to hire, in the order of their experience, those displaced personnel into the Wauwatosa Fire Department. During this transitional period, personnel who are already trained and experienced and who are familiar with the County Institutions and fire fighting problems and tactics shall be hired in the order of their experience subject to medical examination and police background investigation. It is also understood that under 62.13, Wis. Stats., the City has an obligation to reinstate any firefighters of the City of Wauwatosa Fire Department who are laid off, prior to hiring any special class firefighters as established above. Therefore, nothing contained in this Agreement shall interfere with that legal obligation.

City will notify County fire fighting personnel of all fire department positions available with City within seven (7) days of the signing of this Agreement. Thereafter, County fire fighting personnel shall have fourteen (14) calendar days to file applications for such City departmental vacancies after which time applications for the special class shall no longer be accepted. As to those County fire fighting personnel who apply for a special class City fire department position and are found to be qualified by City but cannot be immediately placed in a City fire department position, the City will give preference to said persons for future openings in the fire department.

Such County personnel, if hired by the City, shall receive the usual and customary salary and fringe benefits for new personnel as specified in the City's labor agreement with the Fire Fighters Association (Local 1923), which includes a one-year probationary period for all new employees.

13. Fire insurance on Facility. City shall maintain fire and extended coverage on the Facility in an amount equal to its replacement value.

14. City's mutual aid commitments. City shall continue to respond to mutual aid commitments with other municipalities as has been done in the past using the new fire station and fire equipment in the same manner as any other City fire station or equipment has been used.

15. Modification of mutual aid commitments. City shall have all mutual aid agreements modified so that such fire protection will be committed to all properties located on the County grounds within the jurisdictional limits of City in the same fashion that such protection is provided to all other properties within the jurisdiction of City.

16. Utilization of personnel and equipment. The Chief of City's Fire Department shall have sole discretion as to the utilization of personnel and equipment.

17. Credit for past payments in event of State legislation. In the event that any time during the term of this agreement, the State Legislature of the State of Wisconsin shall impose any law or requirement on County compelling it, or having the effect of compelling it, to make payment to municipalities for fire protection to buildings, grounds, or personal property located on the County Institutions grounds, all amounts previously or thereafter paid by County pursuant to this Agreement shall be deemed a credit towards any such amount as County might have to

pay to City pursuant to said legislation, including, but not limited to, a credit for the County's cost of the construction of said new Facility, as well as County's share of the wages and fringe benefits payable hereunder.

18. Termination of Existing Agreements. It is agreed that the agreements heretofore entered into between the City of Wauwatosa and Milwaukee County dated December 22, 1977 relating to Milwaukee County furnishing first line fire protection from the buildings located on the County Institutions lands is hereby rescinded, terminated and held for naught and County is hereby released of any and all obligations thereunder. Further, that the Agreement between the City of Wauwatosa and The Kurtis R. Froedtert Memorial Hospital, Inc. dated November 15, 1977 will likewise be terminated, rescinded and held for naught and Froedtert will be released of any and all obligations thereunder.

19. Creation of a County Fire Department. In the event that Milwaukee County shall, at any time during the term of this Agreement, be required by state law, administrative regulation or judicial decision to create or operate a county-wide fire department, County's obligations hereunder shall terminate as of the effective date of such law, regulation or judicial decision. If such event shall occur within the first forty (40) years of the effective date of this Agreement, which period shall be deemed to be the appropriate amortization period of the fire station, City shall pay County the unamortized value of the eighty-five percent (85%) share of the fire station that County shall have previously paid to City. In the event such event shall occur within the first fifteen (15) years (as to the pumpers) and twenty (20) years (as to ladder truck) of the effective date of this Agreement, which shall be deemed to be the appropriate amortization periods for said fire fighting vehicles, City shall pay County the unamortized value of said fire fighting vehicles.

20. Notices. Notices required or permitted to be given hereunder shall be given by registered or certified mail, postage prepaid, return receipt requested, addressed to County at Courthouse, 901 North Ninth Street, Milwaukee, WI 53233, Attention: County Clerk, and to City, Wauwatosa Memorial Civic Center, 7725 West North Avenue, Wauwatosa, WI 53213, Attention: City Clerk, or at such other address as either party may from time to time specify in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Milwaukee County, Wisconsin, on the day and year indicated.

Witnesses:

\_\_\_\_\_

Catherine Brown

Helen Mansfield

Gene F. Pastorek

CITY OF WAUWATOSA

By James A. Benz  
Mayor

By J. R. Neuman  
City Clerk

MILWAUKEE COUNTY

By Samuel H. Smith  
Samuel H. Smith, Director  
Institutions & Departments

By Donald Zolner  
County Clerk

APPROVED  
FOR  
EXECUTION  
Gene J. Baranski  
CORPORATION  
COUNSEL

STATE OF WISCONSIN )  
( ss.  
MILWAUKEE COUNTY )

Personally came before me this 18th day of December, 1980 the above-named James A. Benz and J. R. Neuman, Mayor and City Clerk respectively of the City of Wauwatosa, to me known to be such persons who executed the foregoing instrument on behalf of the City of Wauwatosa, and acknowledged the same to be the free act and deed of said City, made by its authority.

Sally A. Bruner  
Notary Public  
My commission Exp 9/16/84

STATE OF WISCONSIN )  
  ( ss.  
MILWAUKEE COUNTY     )

Personally came before me this 18<sup>th</sup> day of December, 1980 the above-named Symuel H. Smith, Director, Milwaukee County Institutions and Departments, and ~~Thomas E. Zablocki, County Clerk of Milwaukee County~~ to me known to be the person who executed the foregoing instrument on behalf of Milwaukee County and acknowledged the same to be the free act and deed of said County, made by its authority.

*Helen Westfall*  
Notary Public

My commission September 5, 1982

STATE OF WISCONSIN )  
  ( ss.  
MILWAUKEE COUNTY     )

Personally came before me this 19th day of December, 1980 the above-named Thomas E. Zablocki, County Clerk of Milwaukee County, to me known to be the person who executed the foregoing instrument on behalf of Milwaukee County and acknowledged the same to be the free act and deed of said County, made by its authority.

*Frank E. Lyon*  
Notary Public

My commission 11-14-84



EXHIBIT A

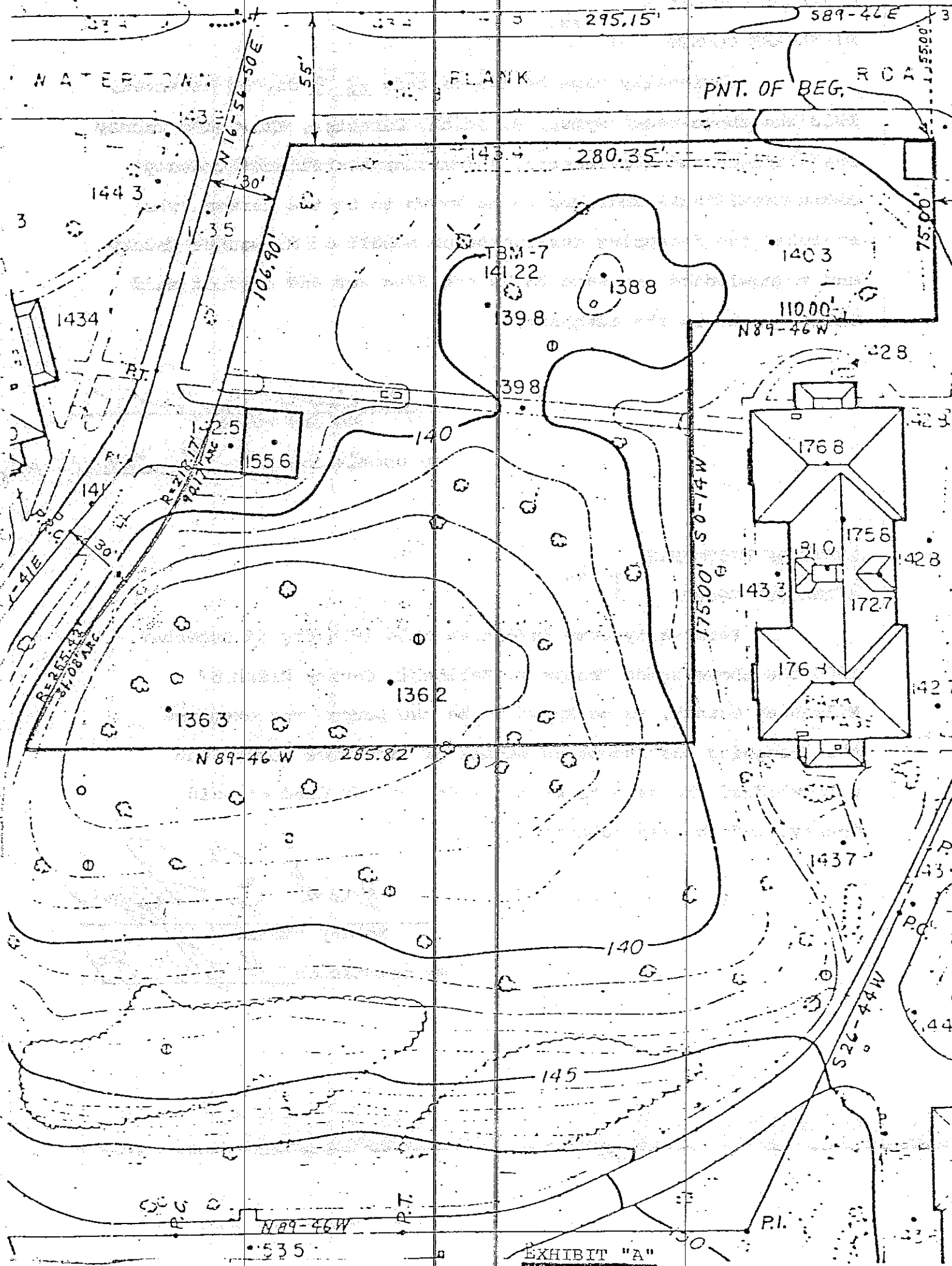


EXHIBIT A

That part of the Northwest One-quarter (1/4) of Section 29, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, bounded and described as follows, to-wit: Commencing at the Northwest Corner of said quarter section; thence South  $89^{\circ}46'$  East, along the North line of said quarter section 1115.97 feet to a point; thence South  $0^{\circ}14'$  West 55.00 feet to the place of beginning:

Thence continuing South  $0^{\circ}14'$  West 75.00 feet to a point; thence North  $89^{\circ}46'$  West 110.00 feet to a point; thence South  $0^{\circ}14'$  West 175.00 feet to a point; thence North  $89^{\circ}46'$  West 285.82 feet to a point; thence 81.08 feet right around a curve, having a radius of 255.42 feet with its chord bearing North  $31^{\circ}32'$  East 80.74 feet, to a point; thence 90.17 feet left around a curve, having a radius of 218.17 feet with its chord bearing North  $28^{\circ}47'15''$  East 89.53 feet to a point; thence North  $16^{\circ}56'50''$  East 106.90 feet to a point; thence South  $89^{\circ}46'$  East 280.35 feet to the place of beginning, containing 63,002.5 square feet.

EXHIBIT B

LIST OF FIRE FIGHTING EQUIPMENT,  
STATION FURNISHINGS AND OTHER ACCESSORIES

- A. Dormitory:
- 13 - Metal Lockers
- B. Fire Equipment:
- 2 - 1978 Mack Diesel Pumper Engines w/1250 g.p.m.,  
two stage pumps - Class A each having the following  
equipment:
    - Four-Frequency Radios
    - Required Lighting and Warning Devices  
Equipment meets N.F.P.A. Code 1901-1975
    - 500 gal. Water Tank
    - Hose Bed Containing:
      - 30 Sections of 2½" Hose )
      - 10 " " 3 " " ) Nozzles and Wyes for Hose
      - 8 " " 1½" " )
    - Deluge Gun - Akron Model 501 w/3 Tips (1½" 1-3/4" & 2")  
Mounted Over Crosslay
    - 24' Metal Extension Ladder
    - 14' Metal Roof Ladder
  - 3 - M.S.A. Self-Contained Masks & 3 Spare Air Tanks
  - Compartments Containing Necessary Hydrant Wrenches,  
Tools, Floodlights and Cords
- C. 1 - 1957 Mack-Maguris 100' Steel Aerial Ladder Truck having  
the following equipment:
- Required Lighting and Warning Devices  
Equipment meets N.F.P.A. Code 1901-1975
  - 2-Way Radio

6 - Ground Ladders (Metal) having one each of the following lengths:

40'

30'

18' Straight

18' Roof

16' Extension

14' Roof

8 - Pike Poles (All Wooden Handles) having two each of the following lengths:

16'

12'

8'

6'

4 - M.S.A. Self-Contained Masks

4 - Spare Air Tanks

1 - Homelite Cutting Saw (Gasoline)

1 - Back Pack Cutting Set

Compartments Carrying Necessary Required Tools, Ropes, Salvage Covers and Jacks.

D. Spare Hose consisting of:

50 - Fifty foot Sections 2½"

36 - Fifty foot Sections 1½"

E. 10 - Portable Radios with chargers.