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November 11, 2013

Alan R. Kesner
City Attorney
City of Wauwatosa
7725 West North Avenue
Wauwatosa, WI 53213-0068

Re: Intergovernmental Agreement for Emergency Services in Hartung Park and
Center Street Park between the City of Wauwatosa and the City of Milwaukee

Dear Alan,

Enclosed is one fully executed original of the above described document. It has been a pleasure working with you and the City of Wauwatosa on this matter.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mary L. Schanning", with a long, sweeping underline.

MARY L. SCHANNING
Assistant City Attorney

Enc.

c: ✓ Jeffrey Osterman, City of Milwaukee Legislative Reference Bureau

1033-2013-1512:197672

OFFICE OF THE CITY ATTORNEY

**Intergovernmental Agreement for Emergency Services
in Hartung Park and Center Street Park between the
City of Wauwatosa and the City of Milwaukee**

This Agreement entered into this 15th day of October, 2013 between the City of Milwaukee, a municipal corporation organized and existing under the laws of the State of Wisconsin ("Milwaukee") and the City of Wauwatosa, a municipal corporation organized and existing under the laws of the State of Wisconsin ("Wauwatosa") represents the understanding of the parties regarding the provision of police, fire, rescue, medical and other emergency services provided by the parties (collectively "Emergency Services") in Hartung Park, a Milwaukee owned park, and Center Street Park, a Milwaukee County owned park, (collectively, the "Parks").

Recitals

- A. Hartung Park is generally located south of West Keefe Avenue, west of North 99th Street, north of West Concordia Avenue and east of the Menomonee River with a portion of Hartung Park located in Milwaukee and a portion located in Wauwatosa.
- B. Center Street Park is bounded by West Center Street, North 64th Street, West Clarke Street and North 65th Street and is located entirely in Milwaukee, but is surrounded on three sides by Wauwatosa.
- C. Because the Parks are located on the boundary between Milwaukee and Wauwatosa there can be confusion as to whether a call for Emergency Services falls under the jurisdiction of Milwaukee or Wauwatosa.
- D. Milwaukee and Wauwatosa desire to enter into this Agreement of cooperation to establish the understanding of both parties as to how they will respond to calls for Emergency Services within the Parks.

Agreement

- 1. Agreement. This is an intergovernmental agreement for Emergency Services in the Parks made pursuant to Wis. Stat. Sec. 66.0301 between Wauwatosa and Milwaukee.
- 2. Emergency Services in the Parks. Wauwatosa and Milwaukee agree that the party receiving a call for Emergency Services in either of the Parks will respond to that call regardless of the municipality in which the Emergency Services are needed. If it is later determined that the party responding to the call for Emergency Services is providing such services within the jurisdiction of the other party, the Chief of the responding department, or his/her designee, shall consult with the Chief of the department of the other party, or his/her designee, to determine whether the provision

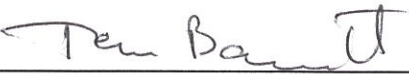
of Emergency Services for the incident will be turned over to the correct jurisdiction, handled jointly by both Milwaukee and Wauwatosa or handled by the responding party. Where the Chiefs cannot come to an agreement, the incident shall be handled jointly by both Milwaukee and Wauwatosa.

3. Large Events. When any large or special event is scheduled to be held in either of the Parks, Milwaukee and Wauwatosa shall consult and coordinate with each other on the appropriate level of police and/or fire personnel for such event and the level of personnel that should be provided by each party. In the event that both parties cannot agree on the level of personnel to be provided, each party shall be responsible for providing its own personnel within its own jurisdiction in and surrounding the Park as it feels is appropriate for the event with the Emergency Services provisions found in paragraph 2 remaining in effect.
4. Permitting. Any permits required for Center Street Park shall be issued as is customary for County-owned parks located in Milwaukee. As Hartung Park is owned by the City of Milwaukee, any permits required for Hartung Park shall be issued as is customary for Milwaukee-owned parks located in Milwaukee, except that for events in that part of Hartung Park located within the City of Wauwatosa, additional permits required under the Wauwatosa Municipal Code shall be issued by Wauwatosa as is customary for Milwaukee County-owned parks located in Wauwatosa, unless the parties mutually agree otherwise.
5. Term. This Agreement shall commence on November 1, 2013, and shall continue until such time that one or both parties desire to terminate the Agreement. In the event that either party desires to terminate this Agreement, that party shall notify the other in writing of its desire to terminate this Agreement. Such notice shall be provided to both the Chief of Police and Fire Chief of the other party. The Agreement shall terminate 60 days after the mailing of such notice or upon such other date as agreed by both parties.
6. Compensation. There shall be no compensation exchanged between Wauwatosa and Milwaukee for the Emergency Services provided under this Agreement. Rather the parties agree that the Emergency Services provided by each under this Agreement are equal and adequate consideration shared by the parties. However, if it is customary for either municipality to bill the individual person(s) receiving the Emergency Services, the municipality providing such Emergency Services may follow their customary billing procedures and policies for billing such third person(s).

7. Equipment. Each police and fire department providing Emergency Services under this Agreement shall provide its own staff, vehicles, equipment and supplies, including but not limited to all mobile, portable and control-based-radio equipment necessary for operations in the Parks, as well as necessary office supplies, including but not limited to desktop computers, copiers, and printers.
8. Liability. The parties are acting herein as independent employers. Milwaukee and Wauwatosa shall be solely liable for all acts undertaken by their employees, agents, and officers. If either party is sued as a result of acts or omissions by the other party's agents, employees or officers, the responsible party shall fully defend, indemnify, and hold harmless the other party for all costs related hereto, including the payment of reasonable attorney's fees.
9. Jurisdiction. This Agreement does not alter the respective jurisdictions of the Wauwatosa Police and Fire Departments or the Milwaukee Police and Fire Departments.
10. Control. This Agreement does not alter the authority of the Chiefs of Police of Wauwatosa and Milwaukee or the Fire Chiefs of Wauwatosa and Milwaukee to control their respective departments. This Agreement does not alter the authority of Milwaukee and Wauwatosa and their respective police and fire commissions to make decisions regarding hiring, firing and discipline of their own employees.
11. Amendments. This Agreement may only be amended, modified, or supplemented by a written agreement approved and signed by Milwaukee and Wauwatosa.
12. Wauwatosa Approval. The Common Council of the City of Wauwatosa approved this Agreement via Common Council Resolution No. R-13-194, adopted October 15, 2013 and authorized the appropriate Wauwatosa officials to execute the Agreement on Wauwatosa's behalf.
13. Milwaukee Approval. The Common Council of the City of Milwaukee approved this Agreement via Common Council File No.130747, adopted October 15, 2013 and authorized the appropriate Milwaukee officials to execute the Agreement on Milwaukee's behalf.

Signatures appear on the following page.

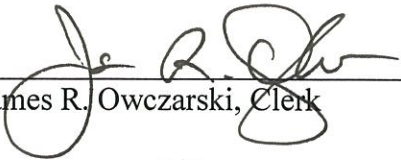
CITY OF MILWAUKEE



Tom Barrett, Mayor

11.5.13

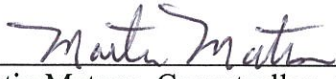
(Date of Execution)



James R. Owczarski, Clerk

10/28/13

(Date of Execution)

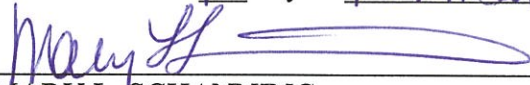


Martin Matson, Comptroller ^{TD}

11-7-13

(Date of Execution)

Milwaukee signatures approved as to form, execution
and content this 11th day of November, 2013.



MARY L. SCHANNING
Assistant City Attorney

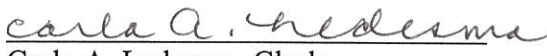
CITY OF WAUWATOSA



Kathy Ehley, Mayor

10/22/2013

(Date of Execution)

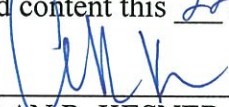


Carla A. Ledesma, Clerk

10-22-13

(Date of Execution)

Wauwatosa signatures approved as to form, execution
and content this 22 day of October, 2013.



ALAN R. KESNER
City Attorney