

AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT
(CITY OF MUSKEGO FIREARMS TRAINING FACILITY)

Pursuant to the provisions of sec. 66.0301 of the Wisconsin Statutes, this Amendment is made and entered into as of this 21st day of March, 2001, by and between the City of Milwaukee ("Milwaukee"), a Wisconsin municipal corporation having its principal place of business at 200 E. Wells Street, Milwaukee, Wisconsin 53202, and the City of Muskego ("Muskego"), a Wisconsin municipal corporation having its principal place of business at W182 S8200 Racine Avenue, Muskego, Wisconsin 53150.

RECITATIONS

Whereas, Muskego and Milwaukee desire to cooperate in the construction of an indoor shooting facility ("Tactical Shoot House") which includes all of the work to be done pursuant to Resolution #24-2001 and Resolution #25-2001; as attached, on the grounds of the Muskego Police Department firing range, which range was the subject matter of the 1999 Intergovernmental Cooperation Agreement between the parties ("1999 Agreement"); and

Whereas, This Amendment amends the 1999 Agreement and sets forth the terms and conditions under which the parties will participate in the construction and operation of the Tactical Shoot House; and

Whereas, The Common Council of the City of Milwaukee has approved this Amendment via Common Council File No. _____ adopted _____; and

Whereas, The Muskego Common Council has approved the Amendment on February 13, 2001.

Now, Therefore, In consideration of the premises and for the other good and valuable consideration hereinafter set forth, the parties agree as follows:

1. Muskego agrees to purchase and construct a live fire house hereinafter referred to as the Tactical Shoot House on the grounds of the Muskego Police Department's existing firing range with an anticipated completion date of July 1, 2001, barring delays due to weather, sub-soil conditions, or other unforeseen circumstances. In the event, the pole building in which the Tactical Shoot House will be erected, or the Tactical Shoot House itself, cannot be completed due to unforeseen circumstances or expenses, Muskego reserves the right to end all construction of the pole building and Tactical Shoot House at any time and this amendment will be null and void. Said Tactical Shoot House shall meet the minimum specifications described in Attachment 1.
2. Muskego will finance the cost of building the Tactical Shoot House.
3. Milwaukee shall make a payment to Muskego to offset the documented cost of the Tactical Shoot House, but not to exceed the amount of \$100,000. Said payment shall be made when the Tactical Shoot House has been completed and is available for its intended use by the Milwaukee Police Department.
4. In return for the receipt of the Milwaukee funding described in Section 3 above, sworn personnel of the Milwaukee Police Department will be granted access and use of the Tactical Shoot House. There will be no restrictions on the number of days per year nor time of day that the Tactical Shoot House will be available for use by the Milwaukee Police Department, however, the Muskego Police

Department will maintain a Master Schedule for the use of the Tactical Shoot House and scheduling of use will be on a first-come, first-served basis.

5. Milwaukee will provide a Certified Police Firearms Instructor to supervise the use of the Tactical Shoot House by their personnel, and will require that the highest safety standards are adhered to.
6. Both parties agree to share the operation and maintenance costs of the Tactical Shoot House on an 80% - 20% basis with Milwaukee paying 80% of the annual cost and Muskego paying 20% of the annual cost. This is an executory, non-debt obligation, and Milwaukee's obligation to make this payment is specifically subject to Muskego continuing to make the Tactical Shoot House available for its intended use by the Milwaukee Police Department. Muskego shall bill the Milwaukee Police Department for such costs on an annual basis and Milwaukee's cost shall not exceed \$10,000 in any one calendar year. In March, 2012, both parties agree to re-open this section of this Agreement and negotiate the amount of the annual maintenance payment to reflect the actual ongoing maintenance expenses incurred. If the parties cannot agree on a maintenance payment amount when this section of the Agreement is renegotiated, the parties may either terminate this Agreement or agree to have an independent arbitrator resolve the conflict, the cost of which shall be borne equally by the parties.
7. The replacement or repair of equipment, property or facilities damaged through negligence will be at the expense of the agency responsible for causing such damage and shall be in addition to the maintenance costs referred to in paragraph #6 of this agreement.

8. The term of the 1999 Agreement shall be extended to August 27, 2027.
9. Except as herein modified, the 1999 Agreement shall remain in full force and effect.
10. With regard to any claims of liability which may arise from the use of the Tactical Shoot House, each party expressly agrees that it will be solely and exclusively liable for the acts or negligence of its own agents, servants, and/or employees in accordance with all applicable Federal Law or Wisconsin Statutes. Each party will hold the other harmless from the consequences of the act or negligence on the part of the party's own agents, servants, and/or employees.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

Mayor

City Clerk

COUNTERSIGNED:

Comptroller

IN THE PRESENCE OF:

V. P. ...

V. P. ...

CITY OF MUSKEGO

[Signature]
Mayor

Jean K. Marenco
City Clerk

Approved as to content this

_____ day of _____, 2001

Special Deputy City Attorney

Approved as to form and execution this

_____ day of _____, 2001

Special Deputy City Attorney

**AMENDED
COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #24-2001**

**AWARD OF BID
Muskego Police Tactical Shoot House**

WHEREAS, The City advertised for bids for the Muskego Police Tactical Shoot House and the following bids were received:

	<u>Base Bid</u>	<u>Alternate Bid</u>
<i>Advanced Training Systems</i>	\$73,750	\$178,200

WHEREAS, The Finance Committee and Police Department have reviewed the bid and recommend that the bid submitted by Advanced Training Systems in the amount of \$73,750.00 be accepted for the Muskego Police Tactical Shoot House subject to execution of the Amendment to the Intergovernmental Cooperation Agreement (City of Muskego Firearms Training Facility).

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego, upon the recommendation of the Finance Committee, does hereby accept the bid submitted by Advanced Training Systems in the amount of \$73,750 for the Muskego Police Tactical Shoot House subject to execution of the Amendment to the Intergovernmental Cooperation Agreement (City of Muskego Firearms Training Facility) by the City of Milwaukee and City of Muskego, subject to written approval of the landowner, Superior Emerald Park Landfill Inc., and the Mayor approving all contract documents.

BE IT FURTHER RESOLVED That the Mayor and Clerk-Treasurer are hereby authorized to sign the necessary documents in the name of the City, and are further authorized to sign any change orders if necessary.

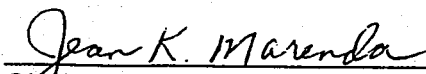
DATED THIS 13th DAY OF FEBRUARY, 2001.

SPONSORED BY:

FINANCE COMMITTEE

Ald. Mark Slocomb
Ald. David Sanders
Ald. Nancy Salentine

This is to certify that this is a true and accurate copy of Resolution #24-2001 which was adopted by the Common Council of the City of Muskego.


Clerk-Treasurer

**AMENDED
COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #25-2001**

**AWARD OF BID
Muskego Police Firearms Range Building**

WHEREAS, The City advertised for bids for the Muskego Police Firearms Range Building and the following bids were received:

	<u>Base Bid</u>	<u>Alternate Bid</u>
<i>Morton Buildings</i>	\$58,915	\$62,329
<i>Lester Building Systems</i>	\$59,919	\$63,378

WHEREAS, The Finance Committee and Police Department have reviewed the bids and recommend that the low alternate bid submitted by Morton Buildings in the amount of \$62,329.00 be accepted for the Muskego Police Firearms Range Building .

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego, upon the recommendation of the Finance Committee, does hereby accept the low alternate bid submitted by Morton Buildings in the amount of \$62,329 for the Muskego Police Firearms Range Building subject to written approval of the landowner, Superior Emerald Park Landfill Inc., and the Mayor approving all contract documents.

BE IT FURTHER RESOLVED That the Mayor and Clerk-Treasurer are hereby authorized to sign the necessary documents in the name of the City, and are further authorized to sign any change orders if necessary.

DATED THIS 13th DAY OF FEBRUARY, 2001.

SPONSORED BY:

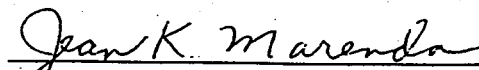
FINANCE COMMITTEE

Ald. Mark Slocomb

Ald. David Sanders

Ald. Nancy Salentine

This is to certify that this is a true and accurate copy of Resolution #25-2001 which was adopted by the Common Council of the City of Muskego.


Clerk-Treasurer