

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR REPAIR AND MAINTENANCE OF FIRE, RESCUE, AND EMERGENCY MEDICAL
EQUIPMENT AND MATERIALS**

This Intergovernmental Cooperation Agreement (“Agreement”) is entered into between the City of Milwaukee and the municipality requesting repair or maintenance services, each a Wisconsin municipal corporation, acting by and through its fire department or fire and emergency services departments jointly owned and operated by Wisconsin municipal corporations, and each with proper authorization to execute this Agreement (herein referred to collectively as the “Parties” or the “Departments” and individually as a “Party” or a “Department”). This Agreement is effective as of the date signed by both of the Parties (“Effective Date”) and is made pursuant to Wis. Stat. §§ 66.0301 and 66.03125.

1. AUTHORITY

Each Party to this Agreement represents that they, and their signatories, possess the legal authority to enter into this Agreement and to validly and legally bind their respective Party to all terms of the Agreement.

2. PURPOSE

The Milwaukee Fire Department (“MFD”) will provide repair and maintenance services to equipment of the requesting Department for payment and under the terms set forth herein. The types of equipment for which MFD will provide repair and maintenance services include but are not limited to the equipment types listed in Appendix A. The hourly rates of labor, exclusive of any costs for parts, are those listed in Appendix B unless otherwise specified in writing between the Parties. Appendix A and Appendix B are incorporated into this Agreement.

The Parties do not intend to form any joint venture or partnership under this Agreement. It is further the intent of the Parties that a Party to this Agreement shall not be liable for the acts, undertaken pursuant to this Agreement, of the other Party or the other Party’s officers and employees.

3. TERM

This Agreement shall take effect upon the Effective Date and continue in force and effect until terminated. A Party may terminate this agreement for any reason upon no less than 30 days’ written notice to the other Party prior to the effective date of termination. A Party’s termination of this agreement shall not relieve it of any obligations arising from this Agreement as a result of services performed prior to termination, from any damages or liabilities arising from breach of this Agreement, or from any liability to third parties for the acts and omissions of a Party or its employee under this Agreement.

4. MFD ROLES AND RESPONSIBILITIES

- a. To provide notice to the other Department of one or more representatives who has authority to receive requests for repair or maintenance services and who may authorize MFD employees to engage in such repair and maintenance service work.
- b. To provide, in writing and in advance of providing services, an estimate as to costs of repair or maintenance, if requested by a Department.

- c. To provide to the requesting Department by email and on a quarterly basis (by January 31, April 30, July 31, October 31), an invoice itemizing all costs relating to the repair or maintenance services completed.
- d. To decide whether it is more feasible to perform the repair or maintenance service at an MFD facility or at the facility of the requesting Department. If MFD believes it is more feasible to perform the services at the requesting Department, MFD shall inquire as to the dates and times when services may be performed.
- e. To decline the repair or maintenance service request if MFD reasonably believes it does not have capacity or availability to perform such request.
- f. MFD may provide "emergency" service for the assessment, repair, or maintenance of equipment or for the transition of a vehicle into a temporary operational status (i.e. enabling a vehicle to be towed following an accident) at its discretion. Emergency service may incur additional charges reflecting the time of request, reprioritized existing work, overtime rates, etc. Emergency service means that a request for service contemplates service within the 48-hour period in which the request is made.

5. ROLES AND RESPONSIBILITIES OF THE REQUESTING FIRE DEPARTMENT

- a. To provide notice to MFD of one or more representatives who shall have the authority to make requests for repair or maintenance services and to authorize payment for same.
- b. To provide, in writing, a request reasonably itemizing the items to be repaired or maintenance services to be performed.
- c. To request an estimate of costs, if desired.
- d. If the equipment is to be serviced or repaired at an MFD facility, to transport the equipment to and from the MFD facility. If MFD determines that repair or maintenance services will be performed at the facilities of the requesting Department, the requesting Department shall reasonably provide instruction with regard to the times, dates, and other circumstances related MFD's travel to the requesting Department's facilities.
- e. To provide any objection as to any invoiced costs, within 10 business days of receiving the email containing the invoice, and stating the reasons for the objection.
- f. To provide payment, within 30 days of receipt of invoice, to the City of Milwaukee for all invoiced costs.

6. NOTICE

Any communication, notice, or demand of any kind whatsoever which either Party may be required or may desire to give to or serve upon the other shall be in writing and delivered by a nationally recognized overnight courier service with proof of delivery, by registered or certified mail, postage prepaid, return receipt requested, or by email communication addressed as follows:

<u>Milwaukee Fire Department</u>	<u>Requesting Department</u>
<u>Name:</u> Amanda Lewis <u>Title:</u> Business Finance Manager <u>Address:</u> 711 W Wells Street, Milwaukee WI 53233 <u>Email:</u> amlewis@milwaukee.gov <u>Telephone:</u> (414)286-5205	<u>Name:</u> <u>Title:</u> <u>Address:</u> <u>Email:</u> <u>Telephone:</u>

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Any Party may change its address for notice by written notice given to the other in the manner provided in this Section 6. Any such communication, notice, or demand shall be deemed to have been duly given or served on the date personally served, if by personal service or email (provided that if email is received later than 5:00p.m. Central time, such notice will be deemed given on the following business day), or three (3) days after being placed in the U.S. Mail, if mailed. Counsel for a Party may give or receive notice or demand on behalf of such Party, and such notice or demand shall be treated as being sent or received by such Party.

7. WARRANTY

Unless specified otherwise and in writing, any repair or maintenance service work performed by MFD is “as is” and without any express or implied warranty of any kind, including any warranty of merchantability or of fitness for a particular purpose. The Department requesting services is solely responsible for completing due diligence as to whether any repair or maintenance is permitted under any existing warranties or instructions given by the equipment manufacturer or other service provider regarding the equipment. To the extent feasible and allowable, MFD shall pass on to the requesting Department any manufacturer guarantees or warranties applying to parts used by MPD in repairs or maintenance services.

8. EMPLOYEE STATUS

Nothing in this Agreement shall alter the employment status of any employee providing services under this Agreement. Employees shall at all times continue to be subject to all standards of performance, disciplinary rules, and other terms and conditions of their respective employers. No Department shall be responsible for the direct payment of any salaries, wages, compensation, or benefits for the employees of another Department under this Agreement. For purposes of clarity, invoiced time for labor does not constitute direct payment of salaries, wages, compensation, or benefits.

9. LIABILITY

Each Department shall be solely responsible for the acts of its own employees under this Agreement. Any employee, while providing services under this Agreement, shall be considered to be acting under the scope of employment of his or her employer, and shall be covered by his or her employing Department for the purposes of workers’ compensation and unemployment insurance benefits.

In the event any employee performing any act or omission pursuant to this Agreement and within the scope of employment under the meaning of Wis. Stat. § 895.46 is named as a defendant party to any state or federal civil lawsuit alleging personal injury or personal property damages by a third party, such employee shall be entitled to the same defense or indemnity that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the Department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed, and supplied by the Party where the employee is regularly employed.

10. NO WAIVER

The Departments acknowledge that they are governmental entities entitled to immunity or other protections under statutory law and common law, including but not limited to sections 893.80 and 895.46

of the Wisconsin statutes, and the Departments agree that nothing contained herein is intended as a waiver of any defenses, immunities, or limitations to which they are entitled under statutory or common law.

11. CHOICE OF LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, and the Parties agree that for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, jurisdiction and venue shall be in Milwaukee County, Wisconsin, for matters arising under state law or, should federal courts have jurisdiction, the eastern district of Wisconsin. The Parties agree to submit themselves to the jurisdiction of said courts, to the exclusion of any court that may have jurisdiction over such a dispute according to any other law.

12. PUBLIC RECORDS

The Parties understand and agree that they are each Authorities under the Wisconsin Public Records Law, Wis. Stat. § 19.21, et seq. Irrespective of any other term of this Agreement, the Parties shall retain Records for no less than seven years from the date of the Record's creation. This term shall survive for a period of seven years after termination or expiration of this Agreement.

13. AUDIT

At any time during normal business hours and as often as the City of Milwaukee, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the City of Milwaukee or such agency for examination all of a Department's records with respect to all matters covered by this Agreement, and a Department requesting services from MFD shall permit the City of Milwaukee or such agency to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

14. NONDISCRIMINATION

It is the City of Milwaukee's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories ("Protected Classes"), pursuant to Milwaukee Code of Ordinances (MCO) Section 109-9. Contractors, including Parties to this Agreement, and their subcontractors employing any resident of the City of Milwaukee may not discriminate against any member of the Protected Classes, and such contractors must insert this clause into any subcontracts of subcontractors employing any resident of the City of Milwaukee.

15. ENTIRE AGREEMENT

This Agreement represents a complete understanding of the Parties with respect to the subject matter referred to herein and may not be amended except in writing. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and may be deemed as one in the same document.

This signatory certifies that this Intergovernmental Cooperation Agreement has been adopted and approved by resolution or other manner allowed by law.

<p>CITY OF MILWAUKEE</p> <p>_____</p> <p>Aaron D. Lipski, CHIEF</p> <p>DATE: _____</p> <p>Resolution: _____</p> <p>COMPTROLLER:</p> <p>BY: _____</p> <p>DATE: _____</p> <p>APPROVED AS TO FORM AND EXECUTION:</p> <p>BY: _____</p> <p>DATE: _____</p>	<p>_____</p> <p>MUNICIPALITY</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p> <p>Resolution: _____</p> <p>COMPTROLLER:</p> <p>BY: _____</p> <p>DATE: _____</p> <p>APPROVED AS TO FORM AND EXECUTION</p> <p>BY: _____</p> <p>DATE: _____</p>
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Appendix A

Types of Equipment

Vehicles	
Ambulance	20 MRU (Maintenance and Repair Unit)
Engine / Pumper	24 MRU
Heavy Rescue	67 MRU
Truck / Aerial Ladder	33 MRU
Battalion Chief Response Vehicle (Large SUV)	8 MRU
Staff Vehicle (SUV, Non-response)	8 MRU
Staff Vehicle (Automobile, non-response)	2 MRU
Support Vehicle	2 MRU

Equipment	
	Self-Contained Breathing Apparatus (MSA)
	Self-Contained Breathing Apparatus (Other manufacturer)
	Fire Hose (Attack)
	Fire Hose (Supply)
	Extrication Equipment (Hydraulic)
	Saws (gas--powered)
	Cots (Stryker)

Appendix B

Labor Rates

Rates for labor will be billed at 1.5x the pay range hourly rate of the applicable job code(s) listed below as specified at in the City of [Milwaukee Salary Ordinance](#) the time of completion of repair or service. An overhead rate of 10% shall be added to the hourly labor rate as appropriate for the associated logistics of a repair or service.

Type	Job Code	Pay range
Emergency Vehicle Mechanic 4	EVM4 – 7533	7HN
Emergency Vehicle Mechanic 3	EVM3 - 7532	7GN
Machinist 4	MACH4 - 7650	7IN
Tire/ Hose Repair	7549DC	7BN
Welder	WELD4 - 7663	7HN
Fire Upholsterer	7337DC	7BN
Compressed Air Technician: SCBA compressed gas services	7532DC	7CN
Overhead: Site services, logistics, delivery/dropoff, storage, etc.		
		10%

****Rates are subject to change by MFD upon notice to requesting Department****

*****Rates do not include emergency service charges, as contemplated in Section 4.f. of the Agreement*****

The in-effect rates of pay are accessible here:

<https://city.milwaukee.gov/cityclerk/LRB/ordinances/tableofcontents>

