

**AGREEMENT - FIRE & RESCUE SERVICES
CITY OF RACINE / VILLAGE OF ELMWOOD PARK**

This Agreement, effective this 1st day of January, 2022, by and between the CITY OF RACINE (City) and the VILLAGE OF ELMWOOD PARK (Village), both municipal corporations of Racine County, Wisconsin, collectively called the "Parties" herein.

WHEREAS, City maintains a fire department to provide fire protection, rescue services and other related services within its jurisdiction; and

WHEREAS, Village is desirous of obtaining such services from City under certain terms and conditions; and

WHEREAS, Wis. Stat. § 66.0301 authorizes cooperation among municipalities for the furnishing of municipal services; and

WHEREAS, by Resolution, the City authorized an Agreement to provide fire and rescue services to Village.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- A. City agrees to provide to Village fire protection services, rescue services and other related services as described in "Exhibit A," which is attached and incorporated by reference into this Agreement as though fully set forth herein.
- B. Village agrees to make payment to City for the services provided hereunder in the amount and under the terms and conditions provided in "Exhibit A."
- C. The Parties agree that this Agreement shall bind City and Village and their respective successors by operation of law, but shall not be otherwise assignable by either without prior written consent of the other.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement of the date first stated above.

VILLAGE OF ELMWOOD PARK

By: _____
Ernie S. Rossi, Village President

VILLAGE OF ELMWOOD PARK

By: _____
Christophe E. Jenkins, Village Administrator

CITY OF RACINE

By: _____
Cory Mason, Mayor

ATTEST:

By: _____
Tara Coolidge, City Clerk

APPROVED AS TO FORM:

Scott Letteney, City Attorney

**VILLAGE OF ELMWOOD PARK
EXHIBIT "A"**

1. The City shall provide full fire protection service (comparable to the City's) to the Village during the term of this Agreement and in connection with said service shall furnish such firefighting apparatus and fire department personnel as may be deemed necessary by the Fire Chief or other command officers of the City of Racine Fire Department. In addition, the City shall provide emergency medical service (comparable to the City's) and, in connection with the service, shall respond to rescue calls originating in the Village with the City's emergency rescue equipment and personnel. The ability of the City to respond to fire or rescue calls shall be dependent upon the availability of suitable equipment and personnel, it being agreed that the type of equipment and personnel used in the response shall be discretionary with the City of Racine Fire Department, and shall be consistent with Standard Operating Procedures used for emergency responses within the City.
2. In consideration for the Fire and EMS protection service furnished to the Village by the City, as described in paragraph 1, the Village agrees to pay to the City for such services as follows:
 - a. For the Calendar Year 2022 \$46,923
 - b. For each successive year the contract amount shall increase by two (2) percent annually on January 1.
 - c. The annual charges shall be billed to the Village on a quarterly basis by mailing a statement of the charges to the Village Clerk, and the Village shall thereafter make full payment of the quarterly charges to the City within 30 days after the date of the statement.
3. The village agrees to forward their annual 2% Fire Dues rebate from the Department of Safety and Professional Services to the City in exchange for the City providing Fire Safety Education, and Fire Inspection services to the village. The village further agrees to annually certify compliance with the Department of Safety and Professional Standards that the city is appropriately providing services on or before March 31st of each year. The Fire Dues rebate will be itemized separately on the invoice provided for Fire and EMS services on a quarterly basis.
4. Ambulance service charges shall not be billed to the Village, but rather shall be billed to the individual recipients of such service in the Village. The amount of the charge is based on the City's annual fee schedule as approved by the Common Council and is incorporated by reference. The Village shall not be required to reimburse the City for any amounts not received or collected from any individual recipient.

If during such term of this agreement ambulance charges to City residents for such services are increased, then the same increases shall apply to City's service to the Village.

5. The Village agrees that while City fire and rescue personnel are performing duties pursuant to this Agreement within the corporate limits of the Village, such personnel shall have all the powers enumerated under Wis. Stat. § 213.095. The parties further agree that such personnel,

while performing such duties, shall remain employees of the City for all purposes, including the payment of their salaries and their continuous service benefits, and shall at all times be under the supervision of the City. Any such City employee who suffers disability or death as a result of bodily injury arising out of and in the course of his or her performance of duties under this Agreement shall be considered to be an employee of the City for purposes of the Wisconsin Worker's Compensation Act.

6. The City shall maintain and retain full control over the services it provides per this Agreement and the Village shall have no duty or responsibility in the direction, control, or performance of said services. The City shall also maintain sole ownership and control over all vehicles and equipment utilized in performance of its services under the Agreement.
7. The City agrees that in responding to fire and rescue calls in the Village, the Fire Department shall expend its best effort consistent with Standard Operating Procedures used by the Racine Fire Department for all emergency responses. The city further agrees to utilize the MABAS Mutual Aid Box Alarm System in the event an incident grows beyond the capabilities of the department. Notwithstanding anything else contained herein, the Village agrees to hold harmless, indemnify and defend the City from any and all liability, claims, damages, losses or expenses of any type or nature whatsoever (no limitation) which may arise because of lack of sufficient hydrants or inability of access to property by City fire fighting or rescue equipment, but only to the extent that any such insufficiency or inability to access is caused by the acts or omissions of the Village.
8. Each party shall be responsible for the consequences of its own acts, errors or omissions and for the acts, errors, omissions of its employees, officers, officials, or agents, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions arising out of this Agreement. No employee of one party shall be considered an employee of the other. In situations involving joint liability, each party shall be responsible only for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, and agents. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability for in Wis. Stat. § 893.80 or any other protections available to the parties by law.
9. The City shall provide fire prevention services during the term of this Agreement including, but not limited to, fire code inspection, fire hydrant testing, public education and fire investigation.
10. In performing said services, the city shall abide by and follow Chapter 5 of the Village ordinances relating to Fire Protection, which are attached hereto and incorporated by reference herein.
11. The City shall provide Haz-Mat, dive rescue and confined space services to the Village during the term of this contract.

12. This Agreement may be re-negotiated if the Racine Fire Department becomes a member of a Regional Fire Department if such a department is implemented in Racine County and serves this area.
13. The City will pay the charge for services of the combined dispatch center that are attributable to the Village.
14. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits, or privileges of any person who is not a party hereto.
15. This Agreement may be terminated by either party if the other party breaches a material duty as provided herein. The non-breaching party shall give written notice of the breach and if the breaching party does not cure the breach within thirty (30) days, then the non-breaching party may give written notice of termination of the Agreement effective sixty (60) days after such notice. Such notice shall be served on the Village Clerk or City Clerk.
16. This agreement is for four years starting January 1st, 2022 and continuing through December 31st, 2025 unless terminated by either party with ninety (90) days written notice.