

RESOLUTION 2008-74

10-3-08

RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH THE VILLAGE OF MT. PLEASANT IN REGARD TO CONSOLIDATED FIRE/EMS SERVICES AND AUTHORIZING VARIOUS LAY OFFS AND OTHER ACTIONS

WHEREAS, the Village of Sturtevant and the Village of Mt. Pleasant have been discussing, exploring and negotiating in regard to the consolidation of fire/EMS services for over a year; and

WHEREAS, both villages would receive better services and there will be cost avoidance in the future with a consolidated department; and

WHEREAS, the villages hired McGrath and Associates to study the feasibility of consolidating fire/EMS service and McGrath recommended that consolidation take place.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the execution of a contract with the Village of Mt. Pleasant, Contract For Consolidated Fire/EMS Services, which provides for consolidated Fire/EMS services for both villages as set forth in exhibit A which is attached hereto and incorporated herein is authorized and approved.
2. That the contract incorporates a lease which must still be approved by the Sturtevant Village Board of Trustees before the Contract For Consolidated Fire/EMS Services can be executed.
3. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.
4. That all fire fighter positions within the Village of Sturtevant are hereby terminated as of December 31, 2008 and the Village Administrator is authorized and directed to take all steps necessary to lay off said fire fighter employees as of December 31, 2008.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 7th day of October, 2008.

Village of Sturtevant

By _____
Steven Jansen, President

Attest _____
Mary Hanstad, Village Clerk

CONTRACT FOR CONSOLIDATED FIRE/EMS SERVICES

This contract entered into the _____ day of _____ 2008 by and between the Village of Sturtevant, Wisconsin (hereinafter referred to as **STURTEVANT**) and the Village of Mt. Pleasant, Wisconsin (hereinafter referred to as **MT. PLEASANT**) for the purpose of consolidating Fire/EMS services for the two villages and pursuant to Sections 61.65 and 66.0301 of the Wisconsin Statutes, the parties agree as follows:

- 1. MT. PLEASANT** shall provide all necessary staff, equipment and supplies to operate the Fire/EMS Department including 24 hours per day seven days per week 365 days per year. All Fire/EMS Department personnel shall be employees of **MT. PLEASANT**. The Fire Chief of the Consolidated Fire/EMS Department shall report to the **MT. PLEASANT** Village Administrator. The duties of the Fire/EMS Department shall include generally, but not be limited to: commercial plan review for fire protection and suppression; fire inspection services; emergency medical services; fire fighting services; fire safety educational services. The parties agree that services shall be provided uniformly for the benefit of the residents of both villages.
- 2. Currently employed full-time fire fighters of STURTEVANT as of the DATE OF CONSOLIDATION** shall be guaranteed positions with the consolidated Fire/EMS Department as non-probationary fire fighter/paramedic employees. These employees shall be firefighters/ paramedics at a pay rate based on their original full time date of hire (with **STURTEVANT**) with a maximum placement on the 4th step of the **MT. PLEASANT** pay scale. The original date of hire (with **STURTEVANT**) shall be carried over into employment with **MT. PLEASANT** for vacation picks, lay offs, promotions, and call in seniority purposes. **MT. PLEASANT** shall allow the **STURTEVANT** fire fighters to carry over sick leave balances and shall credit said sick leave as **MT. PLEASANT** firefighters provided that **STURTEVANT** pays **MT. PLEASANT** the dollar value of the accrued sick time that is carried over and that said fire fighters make no claim against **STURTEVANT** for the payout of sick time

for any sick time that is carried over. Any residency requirement relating to **MT. PLEASANT** firefighters shall not apply to current employed full-time fire fighters of **STURTEVANT** who accept positions with the consolidated Fire/EMS Department as non-probationary fire fighter/paramedic employees. **MT. PLEASANT** shall provide health insurance coverage to current employed full-time fire fighters of **STURTEVANT** who accept positions with the consolidated Fire/EMS Department as non-probationary fire fighter/paramedic employees equal to that provided to **MT. PLEASANT** fire fighter/paramedic employees effective on the first day of their employment.

3. Except as otherwise provided herein, on the **DATE OF CONSOLIDATION**, **STURTEVANT** shall transfer to **MT. PLEASANT** all right title and interest it may have in Fire/EMS equipment, furniture, clothing/gear and supplies currently in its possession. A more complete list of said items is set forth in Exhibit A which is attached hereto and incorporated herein. **STURTEVANT** shall take all necessary steps to facilitate the transfer. If any of the equipment, furniture, clothing/gear or supplies are surplus in that they are not needed for the Consolidated Fire/EMS Department, then said items shall be disposed of in a reasonable manner and any funds generated shall be used to pay for shared expenses of the Consolidated Fire/EMS Department. **STURTEVANT** shall keep possession and ownership of the antique 1946 Pierce fire engine and the **STURTEVANT** Public Safety Director's automobile. All property transferred shall be tendered "AS IS", and **STURTEVANT** shall not warrant or guaranty the condition of said property. Notwithstanding, **STURTEVANT** shall assign any and all warranties that it may own to **MT. PLEASANT**. **STURTEVANT** has in its possession a pick up truck and a mass casualty trailer which are not owned by **STURTEVANT**. **STURTEVANT** shall use its best efforts to have possession of the pick up truck and mass casualty trailer transferred to **MT. PLEASANT**. **STURTEVANT** shall be solely responsible for all expenses associated with any property that is not transferred to **MT. PLEASANT**.

4. Effective with the **DATE OF CONSOLIDATION**, the initial staffing of the Consolidated Fire/EMS Department shall be: _____. Effective with the **DATE OF CONSOLIDATION**, the staffing of the fire station located in **STURTEVANT** shall be a minimum of two (2) crews with a minimum staffing of three (3) personnel per crew, 24 hours a day/7 days a week/365 days a year. The authorized staffing level at the **STURTEVANT** Station shall not be allowed to go below the above-described level without the unanimous approval of the **BOARD**.

5. **STURTEVANT’S** total cost for its share of the of the net operating costs (not including capital costs) of the Consolidated Fire/EMS Department for the years 2009, 2010, 2011, 2012, and 2013 shall be as follows:

2009	\$1,026,368
2010	\$1,051,500
2011	\$1,117,321
2012	\$1,156,690
2013	\$1,197,241

Starting in the budget year 2014, **STURTEVANT’S** cost for its share of the net operating costs (not including capital costs) of the Consolidated Fire/EMS Department on a yearly basis shall be determined by a formula (hereinafter the “formula”) that will compare the percentage for each municipality to the total for the following:

Calls for Fire/ EMS service from within the two villages (1/3).

Population (1/3)

Equalized Assessed Valuation (1/3)

The **FORMULA** shall be determined on September 1st for each up coming calendar year. Calls for Fire/EMS service shall be defined as calls for total incident Fire/EMS service runs over the preceding three-year period. Population

shall be based on the most recent State of Wisconsin estimated population figures. Equalized Assessed Valuation shall be based on the most recent Wisconsin Department of Administration determinations. The **FORMULA** shall be applied to the estimated total net operating costs (not including capital costs) of the Consolidated Fire/EMS Department for the coming calendar year. **MT. PLEASANT** shall make a good faith effort to provide this figure to **STURTEVANT** as soon as possible but shall provide this estimated total net operating cost figure to **STURTEVANT** no later than October 15th of each year. **STURTEVANT** shall be entitled to rely on this October 15th estimate for its budget purposes and for its payment to **MT. PLEASANT** in the upcoming year.

Starting in 2014, the over all net cost of the consolidated Fire/EMS operations shall be allowed to increase each year provided that **STURTEVANT'S** share of the net costs for any one year shall not increase by greater than 3% or by the applicable levy limits imposed by the State of Wisconsin, whichever is less. Notwithstanding the foregoing, the annual limit on expenditures may be waived upon approval by a vote of the **STURTEVANT** Village Board. Both communities recognize that inflation may erode the operating budgets of the consolidated department. In the event that **STURTEVANT'S** cost share is projected to increase above the annual limit on expenditures, such cost share must be approved by both Village Boards.

Net operating costs shall be the total operating costs of the consolidated Fire/EMS operations, exclusive of capital expenditures, less any monies received from any source other than **STURTEVANT or MT. PLEASANT**, including but not limited to State reimbursements, grants, receipts for charges for service, fire related plan reviews, inspection fees or other fees.

Effective January 1, 2009, the purchase of any additional capital equipment as a joint expense must be approved by a vote of both village boards to be effective.

Capital equipment defined as equipment costing in excess of \$5,000. A joint expense is an expense that is shared jointly by the two villages.

Debt service payments for shared capital expenses authorized and made after January 1, 2009 shall be based on the **FORMULA**.

STURTEVANT shall be billed by invoice on a quarterly basis for its cost under this agreement.

6. A Fire/EMS Oversight Board (hereinafter referred to as the “**BOARD**”) shall be established and begin functioning upon execution of this agreement. The **BOARD** shall consist of 5 people. The Village Administrators from both villages shall be members. The Village President of **STURTEVANT** shall appoint one village trustee to the **BOARD** who shall serve at the pleasure of the Village President. The Village President of **MT. PLEASANT**, with affirmation of the **MT. PLEASANT** Village Board, shall appoint one trustee and one community member to the **BOARD** who shall serve at the pleasure of the Village President. The Fire Chief shall serve as the staff member to the **BOARD**. The **BOARD** shall have the following powers:
 - A. To review all requests for additional or replacement capital equipment and provide approval before any purchases are made;
 - B. To review and provide input on the annual operating and Capital Improvement Plan (CIP) budget for the consolidated Fire and Rescue Department.
 - C. To review and provide input on the consolidated Fire and Rescue Department operations and procedures.
 - D. To review and provide approval of any requests for staff increases above the then current authorized number of staff.
 - E. To choose a chairman and vice-chairman to be in charge of the efficient operation of the **BOARD**.
 - F. The **BOARD** shall operate pursuant to the Wisconsin Open Meetings Law.

7. The **MT. PLEASANT** Police and Fire Commission shall perform the duties pursuant to Section 62.13 of the Wisconsin statutes relating to hiring, discipline and promotion. The **MT. PLEASANT** Police and Fire Commission shall not be given nor retain optional powers under Section 62.13 of the Wisconsin statutes without approval by both **STURTEVANT** and **MT. PLEASANT** Boards of Trustees.

8. **MT. PLEASANT** shall at its sole cost pay for the design, planning, construction, equipping, furnishing, and remodeling (including moving costs) of any new fire stations unless said new station is located in **STURTEVANT**.

9. **MT. PLEASANT** shall, at its sole cost, determine what, if any, modifications to the **STURTEVANT** fire station are needed in order to accommodate the additional personnel and the command function when **MT. PLEASANT** moves its operations out of its exiting Station #1 and into the **STURTEVANT** Fire Station. **STURTEVANT** shall have the right to review and approve said proposed modifications. Said approval shall not be unreasonably withheld. **MT. PLEASANT**, at its sole cost shall design and construct, equip and furnish any modifications to the **STURTEVANT** Station that **MT. PLEASANT** determines are necessary. **STURTEVANT** shall at its sole cost shall correct any exiting structural deficiencies in the **STURTEVANT** Fire Station. Prior to the **DATE OF CONSOLIDATION**, **STURTEVANT** shall conduct an inspection of the **STURTEVANT** Fire Station to identify any structural deficiencies and shall provide a copy of said inspection report to **MT. PLEASANT**

10. On the **DATE OF CONSOLIDATION**, **STURTEVANT** shall lease to **MT. PLEASANT** the portion of its Village Hall devoted to Fire/EMS operations (the **STURTEVANT** Fire Station). The terms and conditions of this lease are set forth in the "LEASE AGREEMENT" which is set forth as Exhibit B which is attached hereto and incorporated herein and shall include the following terms:

- a. **STURTEVANT** shall lease the **STURTEVANT** fire station to **MT.PLEASANT** for \$1.00 per year.
- b. **MT.PLEASANT** will incur 100% of costs for building remodeling and changes at the existing **STURTEVANT** Fire Station which **MT.PLEASANT** deems necessary as a result of the fire department consolidation.
- c. Any subsequent building changes after the initial building construction will be borne by both municipalities. The extent of any modification and the cost share between the villages shall be determined at that time. Any subsequent building changes must be approved by both village boards.
- d. The physical structure of the fire station will remain the property of **STURTEVANT** and **MT.PLEASANT** will have no claim to it.
- e. **STURTEVANT** will pay for structural building maintenance including costs related to the physical deterioration of the fire station.
- f. **MT.PLEASANT** will pay for the day-to-day operating costs of the fire station. Utilities, if not separately metered, shall be prorated based on square footage dedicated to the Consolidate Fire/ EMS compared to the total square footage of the building.
- g. The training room located in the **STURTEVANT** Fire Station shall be available to **STURTEVANT** for its use on an occasional basis when not in conflict with the Consolidated Fire/EMS Department's use.
- h. The mechanic, while working for **STURTEVANT**, shall be allowed to use a mutually agreed upon space to work on **STURTEVANT** vehicles after the **DATE OF CONSOLIDATION**.

11. This contract shall be effective upon execution and shall continue until December 31, 2023. This contract will automatically renew after December 31, 2023 on a five (5) year basis unless either party terminates this contract by giving the other party at least one year's written notice of its intent to terminate this contract (the earliest termination date is December 31, 2024) prior to the end of the initial term or prior to

the end of any five year renewal term. If either party breaches this contract and fails to cure such breach within sixty (60) days after written notice of such breach from the other party, the non-breaching party may terminate this contract pursuant to the procedure set forth in paragraph 20 of the agreement. Both parties may agree to terminate at any time upon mutually agreed terms and conditions. Upon termination of this contract for any reason:

A. **MT. PLEASANT** and its personnel shall vacate the **STURTEVANT** Fire Station.

B. The parties shall negotiate in good faith to divide up the equipment and supplies and other assets, including improvements to the **STURTEVANT** Fire Station, of the consolidated Fire/EMS Department and determine what, if any, payments are to be made from one municipality to the other. Either party can request the assistance of a mediator who shall be chosen jointly by the parties. The cost of the mediator shall be shared evenly by the parties. The real property owned by the respective parties as of the date of this Agreement shall remain the property of each respective party and is not subject to division.

C. If a voluntary agreement can not be reached within four months of the notice of termination, the parties agree to submit the dispute to binding arbitration with the arbitrator obligated to choose one complete proposal over the other. The arbitrator shall be chosen by the parties. The arbitrator shall base his or her decision on the equipment, improvements and supplies, on an actual cash basis, contributed by each party initially and during the term of the agreement and the financial contributions to the operations and capitalization of the consolidated Fire/EMS Department by each of the parties during the term of the agreement. The arbitration process shall be completed at least 4 months prior to the termination date. The cost of the arbitrator shall be shared evenly by the parties

12. Both parties acknowledge that other municipalities may be interested in participating in consolidated fire/EMS services provided under this contract. Both parties agree to negotiate in good faith to bring additional parties into this service

agreement pursuant to mutually agreeable terms and conditions and to negotiate any necessary changes in this contract to allow such participants if mutually agreeably terms and conditions can be developed. Both **STURTEVANT** and **MT. PLEASANT**, through the action of their boards of trustees, must agree to the addition of any other parties to the consolidated Fire/EMS as described in this contract.

13. Each party agrees to indemnify, defend, and hold harmless the other party and its officials, officers, and employees from and against any and all claims, damages, costs, and expenses (including reasonable attorney fees) arising out of or resulting from any alleged act or omission of the indemnifying party or its officials, officers, or employees relating to the consolidated Fire/EMS services.

14. This contract shall be effective on the date of execution. **MT. PLEASANT** shall begin providing Fire/EMS services to **STURTEVANT** on January 1, 2009 (the date of consolidation). If actual consolidation cannot be achieved by January 1, 2009, the parties agree to negotiate in good faith to determine a mutually agreeable different date for consolidation. **STURTEVANT** shall be entitled to at least 30 days notice of this revised **DATE OF CONSOLIDATION** unless both parties agree upon a shorter time period.

15. The name of the Consolidated Fire/EMS Department shall be the South Shore Consolidated Fire/EMS Department.

16. The income generated by the consolidated Fire/EMS Department shall belong to **MT. PLEASANT** and shall be recognized and used to reduce the net costs of the consolidated Fire/EMS Department. Income generated by the consolidated Fire/EMS Department shall include: ambulance and medical supply fees and reimbursements; fees for commercial plan reviews and fire inspections; grants and reimbursements from the State of Wisconsin for fire services. Municipal service payments to **STURTEVANT**

from the State of Wisconsin for services provided to the prison and other state facilities located in **STURTEVANT** shall continue to belong to **STURTEVANT**.

17. The villages shall make reasonable efforts with the goal to establish uniform Fire/EMS related fees in the two communities.

18. Neither the Fire/EMS Department of **MT. PLEASANT** nor the Fire/EMS Department of **STURTEVANT** has any debt. Any debt incurred by the **STURTEVANT** Fire Fighter's Union prior to consolidation shall, in any event, not be the responsibility of **STURTEVANT**, **MT PLEASANT** or the South Shore Consolidated Fire/EMS Department..

19. **STURTEVANT** possesses and will transfer to **MT. PLEASANT** on the **DATE OF CONSOLIDATION** a rescue squad (IFDXE45P66HA4829WI) which is under a lease to own contract. The lease to own contract ends on March 28, 2010. At that time ownership of said vehicle shall pass to **MT. PLEASANT**. The payment of \$2,390/ month shall be a cost of the consolidated Fire/EMS Department from the **DATE OF CONSOLIDATION** until March 28, 2010. **MT. PLEASANT** shall insure said vehicle commencing on the **DATE OF CONSOLIDATION**

20. After the **DATE OF CONSOLIDATION**, **MT. PLEASANT** shall be responsible for paying all costs for liability insurance, auto liability insurance, workers compensation insurance, unemployment insurance, health insurance (subject to applicable limits in any union contracts or personnel policies of **MT. PLEASANT**) related to the consolidated Fire/EMS Department. Each party shall be responsible for all costs and expenses incurred prior to the date of consolidation, including but not limited to increased insurance premiums, insurance true-ups or other adjustments. After the **DATE OF CONSOLIDATION**, **STURTEVANT** shall continue to be responsible for paying for property and boiler insurance for the **STURTEVANT** fire station. **MT. PLEASANT**

shall pay for property and boiler insurance for all fire stations other than the **STURTEVANT** Fire Station.

21. **STURTEVANT** has no liabilities connected to or arising out of its Fire/EMS department. **STURTEVANT** has no contractual obligations connected to or arising out of its Fire/EMS department except for the lease to own contract described in paragraph 19 of this agreement. **MT. PLEASANT** has no liabilities connected to or arising out of its Fire/EMS department except for _____. **MT. PLEASANT** has no contractual obligations connected to or arising out of its Fire/EMS department except for _____. Neither village shall assume the liabilities or obligations of the other village unless specifically set forth in this agreement. Both villages represent and warrant that there are no complaints, claims, suits actions or proceedings pending or, to the knowledge of the villages, threatened against or affecting the villages that relate to their respective Fire/EMS departments.

22. Before either party can terminate this agreement based on a breach by the other party, or at the written request of the Board of Trustees of either of the municipalities to resolve any dispute arising out of this agreement, the parties shall use the dispute resolution procedures set forth in this paragraph.

A. Within two weeks of the written notice or written request, the Village Presidents, Village Administrators and one trustee chosen by the respective Village Presidents shall meet to try to resolve the dispute.

B. If the dispute cannot be resolved to the parties' satisfaction after 4 weeks after reasonable efforts to meet and negotiate, the parties shall mediate the dispute. The mediator shall be chosen by the parties and the cost shall be shared equally by the parties. The parties shall make reasonable efforts to meet with the mediator for a period of 4 weeks. If a resolution is not reached within that 4-week period, the parties may agree to

extend the mediation period or may take any other action authorized by this agreement or by law.

23. Each notice required by or relating to this Agreement shall be in writing and shall specifically refer to this Agreement by name (the CONTRACT FOR CONSOLIDATED FIRE/EMS SERVICES) and shall refer specifically to the number of the section(s) or subsections(s) to which the notice relates. Any such notice shall be delivered to each notice addressee of the Party receiving the notice by personal delivery (or alternatively, if the address specified for such notice addressee is an office address, by personal delivery during normal business hours to the person apparently in charge of such addressee's office), or shall be mailed to such addressee by certified mail-return receipt requested or by first class mail, or shall be transmitted to such addressee by facsimile (provided that the notice is mailed the same day by first class mail), at the address stated below. Each notice shall be effective upon delivery in person, or two days after mailing by certified mail-return receipt requested or first class mail, or upon facsimile transmission with receipt confirmed, or upon actual receipt without regard to the method of delivery or transmission, whichever occurs first. Any time period specified by this Agreement in connection with a notice requirement shall be determined with respect to the effective date of the notice unless a different intent is clearly stated. The governing body of any Party shall have authority to waive, in writing, any notice that it is entitled to receive under this Agreement.

The notice addressee(s) for each of the Parties, and their respective addresses for purpose of giving notice pursuant to or in connection with this Agreement, shall as the Clerk, at the address of their respective Village Hall.

24. Each of the parties shall promptly take such actions as may be necessary or desirable to effectuate and implement this Agreement.

25. In the event that any provision of this Agreement, or any part thereof, is held or determined by a court or agency of competent jurisdiction to be invalid or unenforceable, the balance of this Agreement shall be deemed to be severable and shall survive.

26. This Agreement represents the complete agreement of the Parties and supersedes all agreements, warranties, representations and promises, either written or oral, made during the course of negotiations leading up to this Agreement.

27. Each of the parties hereby represents that this Agreement was duly approved by its governing body on the date stated below in accordance with all applicable state and local laws, and that its governing body has caused its duly authorized officers to execute this Agreement on its behalf on the date stated after each signature below.

Dated this ____ day of _____, 2008.

VILLAGE OF MT. PLEASANT

VILLAGE PRESIDENT

Approved as to form:

Village Attorney

Attest:

Village Clerk

VILLAGE OF STURTEVANT

VILLAGE PRESIDENT

Approved as to form:

Village Attorney

Attest:

Village Clerk