

**AMENDED AND RESTATED
NORTH SHORE FIRE SERVICES AGREEMENT**

Pursuant to the provisions of 61.65 and 66.0301 of the Wisconsin Statutes, this agreement is made and entered into as of November 01, 1994 by and between the Village of Bayside, Milwaukee County, Wisconsin (“Bayside”), the Village of Brown Deer, Milwaukee County, Wisconsin (“Brown Deer”), the Village of Fox Point, Milwaukee County, Wisconsin (“Fox Point”), the City of Glendale, Milwaukee County, Wisconsin (“Glendale”), Village of River Hills, Milwaukee County, Wisconsin (“River Hills”), Village of Shorewood, Milwaukee County, Wisconsin (“Shorewood”), Village of Whitefish Bay, Milwaukee County, Wisconsin (“Whitefish Bay”)(collectively the “municipalities”), to establish a jointly operating fire and emergency services department, hereinafter called the “North Shore Fire Department.”

RECITATIONS

WHEREAS, the parties to the agreement have found it advisable to engage in the provision of a unified, integrated fire and emergency medicals service, and whereas the existing mutual aid agreements do not provide a uniform response to emergencies nor a formula for equitable sharing of costs, and whereas the local governing bodies of the parties have approved a fire consolidation to serve as the basis for implementing this Agreement.

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the municipalities agree as follows:

1. Board of Directors. The municipalities hereby create and establish a Board of Directors (the “Board of Directors”) for the purpose of providing for and oversight of the operations of the North Shore Fire Department, pursuant to Section 66.0301 of the Wisconsin Statutes.

1.1 Board Members and Terms of Office. The Board of Directors shall consist of seven (7) members, which shall consist of the Mayor or Village Presidents of each of the municipalities, or their respective designees. Each municipality may designate an alternate member to serve in the absence of the designated member of the Board of Directors, which alternate shall be appointed by the municipality in the manner in which such municipality shall determine.

1.2 Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of any business at a meeting of the Board of Directors.

- 1.3 Official Action. Except as expressly hereinafter provided in this Agreement, this act of the majority of the members shall be the act of the Board of Directors.
- 1.4 Meetings. Meetings of the Board of Directors shall be held not less frequently than once in each calendar quarter and otherwise at the call of the President or upon the written request of at least two (2) members of the Board of Directors. Notice of a meeting of the Board of Directors shall be given to the members in writing not less than 24 hours prior to the time of the meeting.
2. Voting Requirements. The affirmative vote of a majority of the members of the Board of Directors is required on all issues brought before the Board of Directors, except that the affirmative vote of the number of members set forth below shall be required for the action specified:
 - a. The purchase or sale of any asset having a value in excess of \$50,000 shall require the affirmative vote of five (5) or more members;
 - b. The addition or expulsion of any member shall require the affirmative vote of six (6) or more members.
 - c. The abandonment or relocation of any fire station shall require the affirmative vote of the representative of the community in which the fire station to be relocated or abandoned is located; and
 - d. The amendment of this Agreement shall require the unanimous approval of the members.
3. Officers. As soon as practicable after the initial appointments the Board of Directors shall elect a President, Vice President, Secretary and Treasurer. These Officers shall serve until the first meeting of the Board of Directors occurring after January 01, 1996, at which meeting their successors shall be elected. Thereafter the officers shall be elected at the first meeting of the Board of Directors occurring after January 01, of each year, and officers so elected shall hold office until their successors are duly elected and qualified. The Secretary need not be a member of the Board of Directors.
4. Compensation. No compensation shall be paid to members of the Board of Directors for their services, but they may be reimbursed for actual and necessary expenses incurred if so authorized by the Board of Directors, and if funds are contained within the approved budget.

5. Powers. Except as limited by this Agreement or amendments hereto, the Board of Directors shall have all the powers and duties authorized under the Wisconsin Statutes relating to North Shore Fire Department operation. Such powers shall include, but not necessarily be limited to the following:

5.1 To authorize repair, maintenance and renewal of the physical assets which are owned by the North Shore Fire Department.

5.2 To recommend adoption of a budget for the North Shore Fire Department's capital improvement expenses including, but not limited to, equipment, as provided in Paragraph 13 of this Agreement. For the purposes of this paragraph, the term "operating expenses" shall include the usual and ordinary cost of operation of the North Shore Fire Department, the operation and routine maintenance of buildings used by the North Shore Fire Department and the repair and the renewal of the North Shore Fire Department's physical assets including expenses and ordinary additions to its assets. Such municipalities as set forth hereinafter, not later than September 30 in each year.

For the purposes of this paragraph, the term "capital improvement expenses" shall include the expenditures related to the structural reconstruction of premises, purchases of apparatus and equipment which has a life of at least five (5) years and a purchase price of at least \$25,000 (1994 dollars), and replacement or addition of building infrastructure, to include heating, electric and plumbing systems.

The annual percentage increase in the total annual operating and capital budget of the North Shore Fire Department will not exceed the lesser of (a) the percentage increase in the U.S. Urban CPI (Consumer Price Index), a; wage earners, for the 12 months ended on the September 30 next preceding the budget year, or (b) the limit for increases in municipal budgets certified by the Wisconsin Department of Revenue for purposes of Section 79.05 Wis. Stats., plus, in either case, one-half (1/2) of one percent (0.5%).

5.3 Upon receiving approval of the capital and operating budgets by the governing bodies of at least five (5) of the seven (7) municipalities, to authorize and contract to make all expenditures deemed necessary by the Board of Directors for operating and capital expenses not in excess of the approved budget. Action by each municipality in connection with approval of the budget shall be completed by November 15 of each year.

- 5.4 In the event the operating and capital improvements budget is not approved by the required number of municipalities as set forth hereinabove, the Board of Directors shall operate at the prior calendar year's level of expenditures, plus any cost increases resulting from contractual obligations incurred in prior years, until agreement is reached by the required number of municipalities.
- 5.5 To sell, exchange, convey or transfer assets of the department, for fair and equitable consideration, as determined to be necessary from time to time, having a fair market value not in excess of \$25,000 in any one calendar year;
- 5.6 To recommend any sale, exchange, conveyance or transfer of total assets having a fair market value in excess of \$25,000 in the aggregate in any one calendar year and, if such sale, exchange, conveyance or transfer of assets is approved by the governing bodies of a least five (5) of the municipalities, to sell, exchange, convey or transfer such assets on the terms so approved;
- 5.7 To recommend any mutual aid agreements with non-member municipalities, and if such agreement is approved by at least five (5) governing bodies of the municipalities, to implement said agreements.
- 5.8 To recommend fees for services where permitted by law, and if such fees are adopted by at least five (5) governing bodies of the municipalities, to charge and collect such fees as stated in paragraph 16 of this Agreement.
- 5.9 To recommend modification to the approved fire consolidation plan beyond its parameters outlined in Exhibit "A" attached hereto, and if such recommendation is adopted by that number of the members of the Board of Directors or municipalities as required herein, to implement such modifications. It is acknowledged and agreed that the form of Exhibit "A" attached hereto is a plan for implementation and initial operation of the North Shore Fire Department and may be modified after the execution of this Agreement by action of the Board of Directors otherwise in accordance with the terms of this Agreement.
6. Joint Fire Commission. The municipalities hereby create and establish a Joint Fire Commission (the "Commission") as provided by 61.65 of the Wisconsin Statutes.
7. Commission Members and Terms of Office. The Commission shall be composed as follows:

- 7.1 The Commission shall have seven (7) members, appointed by the respective Mayor and Village Presidents.
- 7.2 The seven (7) member Commission shall be initially divided into five (5) classes. Initially, two (2) members shall serve for five (5) years. Two (2) members shall serve for four (4) years. One (1) member shall serve for three (3) years. One (1) member shall serve for two (2) years and one (1) member shall serve for one (1) year. Brown Deer and Glendale shall each appoint a member to a five (5) year term. Shorewood and Whitefish Bay shall each appoint a member to a four (4) year term. Fox Point shall appoint a member to a three (3) year term. Bayside shall appoint a member to a two (2) year term and River Hills shall appoint a member to a one (1) year term. Thereafter, all terms will be for a five (5) year period.
- 7.3 Vacancies on the Commission shall be filled by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made.
- 7.4 A majority of the members of the Commission shall constitute a quorum for the transaction of any business at a meeting of the Commission.
- 7.5 The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Commission.
- 7.6 Meetings of the Commission shall be held as required but at least once during each calendar year. Meetings of the Commission shall be held upon the call of the Chair or upon the written request of at least two (2) members of the Commission. Notice of a meeting of the Commission shall be given to the members in writing not less than 24 hours prior to the time of the meeting.
8. Officers. As soon as practicable after the initial appointments the Commission shall elect a Chair, Vice Chair and Secretary. The Secretary need not be a member of the Commission. Officers shall thereafter be elected at the first meeting of the Commission occurring after January 1 of each year, and officers so elected shall hold office until their replacements are duly elected and qualified.
9. Compensation. No compensation shall be paid to members of the Commission for their services, but they may be reimbursed for actual and necessary expenses incurred if so authorized by the Board of Directors.

10. Powers. The Commission is to be subject to the provisions of 62.13 (2) to (12), exclusive of section 62.13 (6), pertaining to a Board of Police and Fire Commissioners and to appointments, promotions, suspensions, removals, dismissals, reemployment, compensation, rest days, exemptions, organization and supervision of departments, contracts and audits, to the extent the provisions apply to third class cities.
11. Fiscal Agent. Upon approval of this Agreement, proposals for the appointment of the North Shore Fire Department's fiscal agent shall be submitted by participating municipalities, which shall include the term and annual fee for such services. The selection of the fiscal agent will take into account the cost, as well as the specifications of the proposal. The selection of the fiscal agent will be recommended by the Board of Directors, to the respective governing bodies for approval by a majority of municipalities.

Duties of the fiscal agent shall include, but not be limited to:

- a. Maintaining financial records.
- b. Receiving and disbursing funds.
- c. Providing payroll administration.
- d. Administering insurance program.
- e. Others in order to satisfy paragraphs 16 – 17 of this agreement.

11.1 The fiscal agent shall be bonded and the specifications of such bonding shall be part of the proposal for fiscal agent services.

12. Employees. All employees of the North Shore Fire Department shall be employees of the North Shore Fire Department for all purposes, and in no event shall any such employees be or be deemed or construed to be an employee of any one (1) or more of the municipalities.
13. Budget. The Board of Directors shall submit to the governing bodies of the municipalities not later than October 1 of each year commencing October 01, 1994, a single budget to cover the North Shore Fire Department income, operating expenses and capital expenditures for the following calendar year. Such budget shall be in the form prescribed by Wisconsin Statutes 65.90 with respect to municipal budgets and shall, in addition, contain an explanation of the Board of Director's reasons for recommending any total annual capital expenditure. No expenditures shall be made or contracted for by the Board of Directors or any North Shore Fire Department employee with respect to any proposed item of operating expense or capital expenditure not contained in the

prior year's budget until the approvals by the municipalities as provided in paragraph 5.3 of this agreement have been obtained. No item of operating expenses or capital expenditure not provided for in the budget shall be made or contracted for by any member or officer of the Board of Directors or by any North Shore Fire Department employee except as authorized by the Board of Directors.

- 13.1 In addition, the Board of Directors shall monitor the condition of the capital assets owned and controlled by the North Shore Fire Department, and shall annually furnish estimated dates and costs of replacement or reconstruction for each item over a ten (10) year period to the member governing bodies for approval.
14. Contributions. Apparatus and vehicles currently owned by participating municipalities required to implement the approved plan will be purchased by the North Shore Fire Department from the participating municipalities at their appraised values as determined by the FIDELITY APPRAISAL COMPANY, INC. appraisal dated May 11, 1994, set forth in Exhibit "B." Apparatus and vehicles not purchased remain the property of the municipality for disposal as it may choose. Each municipality shall be paid for apparatus and vehicles purchased by the North Shore Fire Department, over a ten-year (10) term, with interest at the rate of six percent (6%) per annum. Each municipality shall contribute to the North Shore Fire Department, at no charge, all other supplies and equipment currently in use by its fire department.
15. Ownership of assets. The North Shore Fire Department created by this Agreement shall be the legal owner of assets contributed to or acquired by the North Shore Fire Department, including real estate, buildings and fixtures, and where applicable such assets shall be titled in the name of the North Shore Fire Department. The North Shore Fire Department shall not be the owner of real estate, buildings and fixtures used by it unless any of such property is conveyed to and titled in the name of the North Shore Fire Department. All assets contributed to or acquired by the North Shore Fire Department shall be owned and held by the North Shore Fire Department subject to the provisions for division of assets on termination of this Agreement as set forth at paragraph 21 in this Agreement.
 - 15.1 The municipalities shall on January 01, 1995 transfer to the North Shore Fire Department custody, use and control, but not ownership, of the buildings to be used by the North Shore Fire Department, except for the real estate, buildings and fixtures described in the next sentence. Real estate, buildings and fixtures to be titled in the name of the North Shore Fire Department on the date operations of the North Shore Fire Department commence shall be conveyed to the North Shore Fire Department on or before January 01, 1995 or 30 days after completion

and acceptance of all construction work under contract by a participating municipality, whichever is last to occur.

- 15.2 Responsibility for Capital Expenditures. The North Shore Fire Department shall be responsible for the financing of repair, maintenance and renewal of apparatus and vehicles owned by the North Shore Fire Department. Expenditures for repair and renovation of structural parts of buildings shall be the responsibility of the owner unless otherwise agreed upon under limitations of paragraph 5, provided that at the request of the Board of Directors, the Board of Directors may recommend joint financing for any capital expenditure authorized hereunder.
- 15.3 Rented Space. Buildings occupied by the North Shore Fire Department and not owned shall be rented from the participating municipality at the initial rate of \$6.00 per square foot per year, in addition to the charges for insurance, utilities and all other operating expenses which shall be paid by the North Shore Fire Department. The rental rate shall be adjusted annually, at the rate of annual increase or decrease of the Consumer Price Index. Rent shall be paid for all space utilized for Fire Department functions. The details of allocating building costs in municipalities where both police and fire occupy space will be specified by a codicil to this Agreement.
- 16 Fire Department Funds. Where required by this Agreement the fiscal agent is designated to pay all expenditures authorized by the Board of Directors and which are in accordance with the budget approved by the governing bodies, and receive all service revenue as approved. The fiscal agent shall keep a separate fund for all receipts and disbursements. The fiscal agent shall keep complete and accurate records of all receipts and disbursements of the North Shore Fire Department, which shall be available for public inspection, and shall furnish the municipalities with annual audit reports thereof.
17. Payment of Expenses. The municipalities shall bear and pay the net operating expenses and capital expenditures of the North Shore Fire Department as established according to the following procedures and proportions.
- 17.1 Financing Formula. Each participating municipality's annual financial contribution to the North Shore Fire Department's operating, maintenance and capital budgets shall be calculated in the manner described in the formula and percentages outlined in Exhibit "C."
- 17.2 The fiscal agent will submit to each municipality a statement requiring payment of that municipality's share of the estimated net operating expenses and capital expenditures for the fiscal year which must be paid to the fiscal agent in quarterly payments as required by Section 17.3,

which notice shall be given not later than 15 days following approval of the North Shore Fire Department Budget by the required number of municipalities.

- 17.3 Thereafter, 15 days prior to the first day of the first (1st), fourth (4th), seventh (7th), and tenth (10th) month of the year, the fiscal agent shall submit to each municipality a quarterly statement requiring payment of one fourth (1/4) of that municipality's share of the net operating expenses and the capital expenditures, to be paid by the first day of the first (1st), fourth (4th), seventh (7th), and tenth (10th) month of each year.
- 17.4 On January 1 and July 1 of each year, the fiscal agent shall compute the amount of revenue received by the department from service usage fees during the preceding six (6) month period and shall credit the amount of such revenues against the amounts due from the municipalities in accordance with the ratio of expense sharing in effect for such preceding six (6) month period. For purposes of paragraphs 17.3 and 17.4, the amounts due shall be based on actual expenses and revenues, if known, and if based on estimates, shall be subject to reconciliation when actual expenses and revenue are known.
- 17.5 If any municipality fails to pay in full each payment to be made by it as provided by this Agreement on the due date, such defaulting municipality shall be indebted to the other participating municipalities for the payment due plus interest at the prevailing prime rate in Milwaukee, Wisconsin as established by Firststar Bank, Milwaukee, NA from the due date until payment. At the discretion of the Board of Directors. Legal action to enforce such payment due by the defaulting municipality may be taken by the Board of Directors. Any recovery collected shall be paid to reimburse any other municipality to the extent it paid any part of such defaulted payment, plus interest, and the balance of such payments, plus interest, shall be made to the North Shore Fire Department, which interest shall be credited against payments to be made by the municipality or municipalities that were not in default. If two (2) or more municipalities were not in default, such interest shall be credited in the proportion each paid operating expenses during the period of default. In addition to any sum in default, and interest, as above provided, there shall be included in the judgement all costs disbursements and a reasonable sum as attorney's fees.
18. Term of Agreement. This Agreement shall take effect upon the effective date stated herein after the adoption by the governing body of each municipality of a resolution approving the Agreement and authorizing its execution. This Agreement shall remain in effect in perpetuity subject to the following:

- 18.1 All municipalities shall participate in this Agreement for a minimum of five (5) years.
- 18.2 After the expiration of the initial five (5) year period, any municipality wishing to withdraw from this Agreement may do so on at least two (2) years written notice addressed to the clerk of each of the other municipalities, provided however, that no such notice be given until expiration of the initial five (5) year period set forth in the prior paragraph.
19. Effect of Withdrawal or Expulsion. The withdrawal or expulsion of any municipality from this Agreement shall not terminate this Agreement; however, a municipality by withdrawing or upon expulsion shall be entitled to a distribution of assets as set forth at paragraph 21 of this Agreement.
20. Termination. This Agreement may be terminated at any time by the written consent of all municipalities or upon the withdrawal of all but one (1) municipality, provided that this Agreement and the Joint Fire Commission and Board of Directors shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to terminate the affairs of the North Shore Fire Department.
21. Distribution of Assets. Upon termination, expulsion or withdrawal, the municipalities shall be entitled to a distribution of assets as set forth below:
- a. A share of all equipment and apparatus of the North Shore Fire Department shall be distributed to the withdrawing or terminating municipality in the proportion set forth in subparagraph (b) below, adjusted for additional capital expenditures for equipment and for depreciation.
 - b. All monies or funds (including cash on hand and money due but uncollected) of the North Shore Fire Department shall be distributed to the withdrawing or terminating municipality in the proportion of the previous year's cost allocation formula percentage of the withdrawing municipality or terminating municipalities, providing said distribution may be deferred by the Board of Directors in whole or in part for up to one (1) year as a reserve to meet liabilities known and unknown.
 - c. All control of the buildings owned by the withdrawing or terminating municipality shall be returned to that municipality.
 - d. The distribution of assets provided in subparagraph (a) of this Paragraph 21 shall be in kind, but only to the extent that assets are identifiable as contributed by the municipality withdrawing. To the extent that such identification is not possible, then the payment shall be made in cash or in the form of other assets acceptable to the withdrawing municipality, in an

amount equal to the proportionate share of book value of such property, net of depreciation. With respect to real estate, buildings and fixtures titled in the name of the North Shore Fire Department, the withdrawing or terminating municipality shall be entitled to a cash payment in the amount of the proportionate share of the book value of such property, net of depreciation, equal to the municipality's proportionate share of contributions allocated to such property. The withdrawing or terminating municipality shall have no right to require a partition of any such real estate. In the event of a cash payment, such payment may be made in equal annual installments, bearing interest at the rate specified in paragraph 17.5, over a period of not more than four (4) years with respect to equipment and apparatus and not more than ten (10) years with respect to real estate, buildings or fixtures, and such payment shall be reduced by the proportionate amount, net of depreciation, of any capital expenditures financed by the North Shore Fire Department with respect to any buildings owned by such municipality.

22. Participation. Additional municipalities may be permitted to become parties to this Agreement, but only upon unanimous approval of the governing bodies of the participating municipalities which have maintained in a current status their financial obligations thereunder, upon such terms and conditions as participating municipalities may unanimously adopt.
23. Amendments. Amendments to this Agreement may be proposed by any member of the Board of Directors. The amendment shall be submitted to the Board of Directors at least 30 days prior to the meeting of the Board of Directors at which such amendment is to be considered.

A unanimous vote of the Board of Directors shall be required to recommend any amendment to the governing body of the municipalities.

A unanimous vote of all the municipalities shall be required to approve any amendments to this Agreement, except that Exhibit "A" may be amended by the Board of Directors as provided herein.

24. Hold Harmless. Any uninsured liability, cost or damages for personal injury, property damage or any other loss of whatever nature incurred by the North Shore Fire Department or any municipality by reason of its participation as a member of the North Shore Fire Department and specifically by reason of the services provided by the North Shore Fire Department shall be the liability of the North Shore Fire Department, subject to the contributions of the municipalities hereinafter described. Any such uninsured liability, cost or damage shall be paid proportionately by each of the municipalities in accordance with the formula established in Section 17 of this Agreement, notwithstanding the political jurisdiction in which such injury, loss or damage occurs, through contributions by

such municipalities to the operating budget, or if such operating budget is insufficient, through additional contributions to the North Shore Fire Department made proportionately by each municipality in accordance with the formula established in Section 17 of this Agreement.

25. Partial Invalidity. If any provision of this Agreement shall be held or declared invalid, illegal or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality and enforceability of the remaining provisions hereof.
25. Transitional Provisions.
 - 26.1 The Agreement between the City of Glendale and Milwaukee County for the city's provision to render Paramedic Services to the North Shore Communities shall be replaced by an agreement between the North Shore Fire Department and the County.
 - 26.2 Simultaneously with the execution of this Agreement, the governing bodies (Mayor and Village Presidents) shall appoint the members of the Joint Fire Commission. The Board of Directors shall be established, which thereupon shall direct the orderly transition to be in effect fully by January 02, 1995.
 - 26.3 The mutual-aid response agreements between the parties of this Agreement, and between the parties of this Agreement with other municipalities, shall be terminated by the earliest dates provided in said contracts.
 - 26.4 Insurance. The North Shore Fire Department shall procure and maintain during the term of this Agreement sufficient insurance to cover all aspects of its operations including insurance for fire and other perils on the structures occupied by the North Shore Fire Department. Proof of insurance on leased structures not owned but occupied by the North Shore Fire Department shall be furnished to the owners of the structures annually.
 - 26.5 All fire records, supplies and equipment, except apparatus and other vehicles, owned by the parties shall be transferred, without cost, and become property of the North Shore Fire Department.
 - 26.6 Public liability, special pension liability, debt, workers compensation or unemployment insurance obligations arising from incidents which occurred prior to January 01, 1995 shall remain the separate responsibility of each party, subject to the apportionment or proration with authority in accordance with applicable law.

- 26.7 Charges to a municipality from their water utility which relate to fire hydrants shall be the responsibility of the respective municipality.
- 26.8 Charges to a participating municipality for water usage for fire or other emergency services (e.g., use of fire hydrants during fire emergencies) shall be based on the fee schedule established by the respective communities in which the hydrants are located.
- 26.9 The Board of Directors shall give a high priority to the relocation and construction of the fire station serving the northeast portion of the area served by the North Shore Fire Department.
- 26.10 Phase-in of contributions for certain municipalities shall be allowed in the manner determined by a majority of the Board of Directors, so long as deferred contributions are repaid with interest.
- 26.11 The fire station presently under construction in Brown Deer shall be purchased by the North Shore Fire Department. Brown Deer will be reimbursed by the North Shore Fire Department for the cost of the land, structure and other related costs over a 15-year period, with interest at five percent (5%) per annum.

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Signed and dated this _____ day of _____.

Village of Bayside

President

Clerk

Village of Brown Deer

President

Clerk

Village of Fox Point

President

Clerk

City of Glendale

President

Clerk

Village of River Hills

President

Clerk

Village of Shorewood

President

Clerk

Village of Whitefish Bay

President

Clerk

EXHIBIT A

NORTH SHORE FIRE DEPARTMENT CONSOLIDATION PLAN

FIREFIGHTING APPARATUS, STATION LOCATION:

<u>Brown Deer Station</u>	<u>Fox Point Station</u>	<u>Glendale Station</u>	<u>Shorewood Station</u>	<u>Whitefish Bay Station</u>
Pumper	Pumper	Pumper	Pumper	Pumper
Ladder	Tanker	Ladder/SN	Ladder	Ambulance
2-Tankers	Ambulance	Rescue/Air	Ambulance	Res. Quint
Brush Unit	Res. Pumper	2-Ambulance	Res. Pumper	
Res. Pumper		Med-8		
Ambulance		Res. Pumper		

Various other command, administrative, and utility vehicles, rescue boat and jaws-of-life equipment is to be housed to meet the department operational needs as they develop.

PERSONNEL AND STAFFING LOCATION:

<u>Brown Deer Station</u>	<u>Fox Point Station</u>	<u>Glendale Station</u>	<u>Shorewood Station</u>	<u>Whitefish Bay Station</u>	<u>TOTALS</u>
Administrative Headquarters		Battalion Headquarters			

Minimum assigned daily full-time shift professional firefighters:

6	4	10	6	4	30
Relief firefighters (Vacation, Holiday, Sick) per shift					4
Total per shift					34
Total shift personnel – three shifts (34 x 3 = 102)					102
40 hour employees: (Stationed at the Brown Deer Station)					
1 – Chief					1
1- Operations Commander					1
1 – Inspection and Prevention Bureau Officer					1
1 – Training Officer					1
Total Professional Firefighters					106
2 – Civilian Specialist					2
2 – Clerical					2
Total North Shore Fire Department full-time personnel					110

EXHIBIT – A (continued)

North Shore Fire Department Consolidation Plan

INCIDENT RESPONSE STAFFING:

Staffing for an initial incident response by a pumper, quint or ladder shall be a minimum of four (4) firefighters plus an incident commander (Battalion Chief.) The incident commander may arrive in a separate vehicle.

Staffing on additional apparatus responding to an incident shall be a minimum of two (2) firefighters.

PAID-ON-CALL PERSONNEL:

The North Shore Fire Department will continue to recruit, train and utilize paid-on-call personnel to meet emergency requirements as needed.

NON-LIFE THREATENING PATIENT TRANSPORT:

Transport of non-life threatening patients, to a hospital of their choice, will be by private ambulance staffed with certified EMT (Emergency Medical Treatment personnel.) This policy will be continued until such time as it may be changed by the Governing Board of the North Shore Fire Department.

FIREFIGHTING SERVICE PROVIDED OUTSIDE THE BOUNDARIES OF PARTICIPATING COMMUNITIES:

Service for a fee will be offered to any community requesting same from the North Shore Fire Department that does not have a mutual aid agreement with the department. Rates established for such service will be as follows, and are subject to the provisions and conditions stated:

- Only Full Alarm Responses will be provided:
- A Full Alarm Response is equipped and staffed as follows:

2 – Pumpers	12 – Firefighters
1 – Ladder Truck	1 – Command Officer
Med-8, Paramedic Unit	3 - Paramedics
Command Vehicle	

- The North Shore Fire Department Command Officer will be in charge of all North Shore Fire Department personnel and equipment.
- Fire fighting water is the responsibility of the community purchasing service from the North Shore Fire Department, including transporting if necessary.

- A Full Alarm Response that answers a request for service and then stands by at the site of an incident will be billed at the rate of \$5,000 per hour.
- A Full Alarm Response that becomes engaged in the incident will be billed at the rate of \$10,000 per hour.
- Charges for the Med-8 Unit and personnel would be billed separate, in accordance with the current billing arrangement for the service.
- The minimum billing is for one (1) hour of service, engaged or not.
- Prices quoted are firm through December 31, 1995.
- Terms of payment are net 30 days with no discounts allowed.

EXHIBIT C

Financing Formula (Distribution of Costs)

Each participating municipality's annual financial contribution to the North Shore Fire Department's operating and capital budget shall be based on the following:

1. Population

Thirty-three and 33/100 percent (33.33%) of the total budget contribution shall be shared among the municipalities in proportion to each municipality's percentage share of the total population of the municipalities, as determined by the State of Wisconsin for the prior year.

2. Equalized Valuation

Thirty-three and 33/100 percent (33.33%) of the total budget contribution shall be shared among the municipalities in proportion to each municipality's percentage share of the total equalized valuation, excluding land, of all the municipalities, as determined by the State of Wisconsin for the prior year and as adjusted as hereafter provided.

Total equalized valuation, excluding land, shall be divided into residential, commercial and industrial classifications. A multiplier of 1 for total residential valuation, 2 for total commercial valuation and 3 for total industrial valuation shall be applied. The total of the multiplied valuations for each municipality shall be divided by the total of the multiplied valuations for all the municipalities and multiplied by 100 to determine each municipality's proportionate percentage share.

3. Usage

Thirty-three and 34/100 percent (33.34%) of the total budget contribution shall be shared among the municipalities in proportion to each municipality's percentage share of usage. For the first three (3) years of operation, usage shall be based upon each municipality's share of total calls for service over the five (5) year period between 1988 and 1992, subject to later adjustment as provided below. After the first three (3) years of operation, each municipality's usage shall be determined based on each municipality's percentage share of the total usage averaged over the preceding three (3) years.

Usage shall be calculated based on the actual number of personnel hours for each fire or E.M.S. run, rounded to the next one-tenth of one (1) hour. Personnel hours are calculated from the time vehicle leave their stations to the time vehicles return to their stations. Usage is assigned to the municipality in which the call for service originated, without regard to where the personnel responding are stationed.

After three (3) years of usage information has been calculated, the amount paid by each municipality in the first three (3) years of operation will be compared to what each community would have paid if usage had been calculated based on personnel hours for the first three (3) years, using the three (3) year average as the percentage of usage for each of such years. The difference, if any, will be refunded to or paid by the municipalities in the fourth (4th) and fifth (5th) year of operation.

STATE OF WISCONSIN: NORTH SHORE FIRE DEPARTMENT: MILWAUKEE
COUNTY

RESOLUTION NO. 2002- 01

A Resolution to Unanimously Recommend Amendment No. 3 to Create Section 2.1 of the Amended and Restated North Shore Fire Department Agreement.

WHEREAS, the Village of Fox Point at a special Village Board meeting on February 25, 2002 made the decision to approve relocation of fire station No. 5 conditioned upon an amendment to the agreement governing the NSFD that would allow the Village of Fox Point to have a veto over any possible future relocation of that station. In order for the Fox Point conditional approval to be put into effect the Amended and Restated North Shore Fire Department Agreement signed and dated December 30, 1994 (hereinafter "the Agreement") will need to be amended; and

WHEREAS, section 23 of the Agreement requires that the Agreement may be amended by unanimous vote of the Board of Directors recommending the amendment and further that the amendment must be approved by the unanimous vote of the member municipalities;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that the attached "Amendment No. 3 to Amended and Restated North Shore Fire Department Agreement" is hereby unanimously recommended for approval by each of the municipalities that is a party to the Agreement.

PASSED AND ADOPTED by the Board of Directors of the North Shore Fire Department this 3rd day of April, 2002.

Mark B. Pollack,
President

Countersigned:

Samuel D. Dickman,
Secretary

**AMENDMENT NO. 1 TO AMENDED AND RESTATED
NORTH SHORE FIRE DEPARTMENT AGREEMENT**

DELETE THIRD PARAGRAPH OF SECTION 3. USAGE, EXHIBIT C. INSERT THE FOLLOWING:

The three year usage information referenced above will be calculated for the period from April 1, 1995 through March 31, 1998. After this information has been calculated, the amounts paid by each municipality in the first three years (1995, 1996, 1997) will be compared to what each municipality would have paid if usage had been calculated based on personnel hours for the first three years (1995, 1996, 1997), using a three year average as the percentage of usage for each of such years. The difference, if any, will be refunded to the municipalities in equal annual installments during the fourth quarter in the fifth, sixth, and seventh year (1999, 2000, and 2001) of operation, or paid by the municipalities in equal annual installments during the first quarter in the sixth, seventh, and eighth year (2000, 2001, and 2002) of operation.

The usage formula for the 1998 budget shall be based initially on the calculation used for 1995, 1996, and 1997. Following the calculation of usage information for the period from April 1, 1995 through March 31, 1998, the cost allocation portion of the budget shall be changed to reflect the updated usage information. The difference, if any, will be refunded to or paid by the municipalities as follows:

Municipalities to receive a refund will receive such in the fourth quarter of 1998. This amount shall be paid from NSFD Fund Balance.

Municipalities required to pay will do so in the first quarter 1999. This amount shall be paid to NSFD Fund Balance.

EXAMPLE

CITY A -- CREDITOR				CITY B -- DEBTOR		
1995	100			(110)		
1996	103			(103)		
1997	107			(107)		
1998	110	(110)	*	(110)		
1999		(103.33)	*		110	*
2000		(103.33)	*		103.33	*
2001		(103.33)	*		103.33	*
2002					103.33	*
	420	(420)		(420)	420	
*	AMOUNT PAID IN 4TH QUARTER OF YEAR					
**	AMOUNT DUE IN 1ST QUARTER OF YEAR					

AMENDMENT NO. 2 TO AMENDED AND RESTATED NORTH SHORE FIRE DEPARTMENT AGREEMENT

The third paragraph of section 5.2 of the Amended and Restated North Shore Fire Department Agreement is amended and restated to read as follows:

Effective for budget years commencing on or after January 1, 2002 and prior to December 31, 2011 the annual percentage increase in the total annual operating and capital budget of the North Shore Fire Department will not exceed the lesser of (a) the percentage increase in the U.S. Urban CPI (Consumer Price Index), all wage earners, for the 12 months ended on the September 30 next preceding the budget year, or (b) the limit for increase in municipal budgets certified by the Wisconsin Department of Revenue for purposes of Section 79.05, Wis. Stats., plus, in either case, two (2) percent (2.0%), and for budget years commencing prior to January 1, 2002 and after December 31, 2011, the annual percentage increase in the total annual operating and capital budget of the North Shore Fire Department will not exceed the lesser of (a) the percentage increase in the U.S. Urban CPI (Consumer Price Index), all wage earners, for the 12 months ended on the September 30 next preceding the budget year, or (b) the limit for increases in municipal budgets certified by the Wisconsin Department of Revenue for purposes of Section 79.05, Wis. Stats., plus, in either case ½ (one-half) of one (1) percent (0.5%).

AMENDMENT NO. 3 TO AMENDED AND RESTATED NORTH SHORE FIRE DEPARTMENT AGREEMENT

Section 2.1 of the Amended and Restated North Shore Fire Department Agreement is created to read as follows :

“2.1 In addition to the requirements of 2 (c), if a fire station located in the community at the time of the creation of the North Shore Fire Department is relocated outside of that community then any further relocation of that relocated fire station shall require the affirmative vote of the representative of the community where the fire station was originally located.”

AMENDMENT NO. 4 TO AMENDED AND RESTATED NORTH SHORE FIRE DEPARTMENT AGREEMENT

The third paragraph of section 5.2 of the Amended and Restated North Shore Fire Department Agreement is amended and restated to read as follows:

Effective for budget years commencing on or after January 1, 2002 and prior to December 31, 2011 the annual percentage increase in the total of the municipalities' contribution toward the total annual operating and capital budget of the North Shore Fire Department will not exceed the lesser of (a) the percentage increase in the U.S. Urban CPI (Consumer Price Index), all wage earners, for the 12 months ended on the September 30 next preceding the budget year, or (b) the limit for increase in municipal budgets certified by the Wisconsin Department of Revenue for purposes of Section 79.05, Wis. Stats., plus, in either case, two (2) percent (2.0%), and for budget years commencing prior to January 1, 2002 and after December 31, 2011, the annual percentage increase in the total of the municipalities' contribution toward the total annual operating and capital budget of the North Shore Fire Department will not exceed the lesser of (a) the percentage increase in the U.S. Urban CPI (Consumer Price Index), all wage earners, for the 12 months ended on the September 30 next preceding the budget year, or (b) the limit for increases in municipal budgets certified by the Wisconsin Department of Revenue for purposes of Section 79.05, Wis. Stats., plus, in either case $\frac{1}{2}$ (one-half) of one (1) percent (0.5%). Although the increase in the total of the municipalities' contribution is limited herein, an increase in the total annual revenue for operating and capital may exceed the above limits, through revenue generated from sources other than the municipalities.

AMENDMENT NO. 5 TO AMENDED AND RESTATED NORTH SHORE FIRE DEPARTMENT AGREEMENT

Exhibit C, incorporated into the Amended and Restated North Shore Fire Department Agreement under Section 17.1 Financing Formula is hereby amended to add the following at the end of Exhibit C:

For each of the budget years of 2007 through and including 2012 each participating municipality's annual financial contribution to the North Shore Fire Department's operating, maintenance and capital budgets shall be calculated in the manner described in the formula and percentages outlined in Exhibit "C" to the Amended and Restated North Shore Fire Services Agreement using the formula and percentages for the budget year of 2007. Each participating municipalities total percentage share for the 2007 budget year is set forth below. This amendment shall terminate and be of no further effect from the time that any of the seven communities that are members of the North Shore Fire Department withdraw, are expelled or in any other way cease to continue as participating members of the North Shore Fire Department.

Community	Percentage
Bayside	6.24
Brown Deer	17.81
Fox Point	10.38
Glendale	27.67
River Hills	2.96
Shorewood	17.57
Whitefish Bay	17.37

AMENDMENT NO. 6 TO AMENDED AND RESTATED NORTH SHORE FIRE DEPARTMENT AGREEMENT

Paragraph 2. (e) of the Amended and Restated North Shore Fire Department Agreement is created to read as follows :

“(e) The adoption of a “single or multi-year capital” budget shall require the unanimous approval of the members.”

Paragraph 5.10 of the Amended and Restated North Shore Fire Department Agreement is created to read as follows :

“5.10 In addition to the annual budgets for “operating expenses” and “capital improvement expenses” as set forth in paragraph 5.2 above, the Board of Directors may recommend for adoption a budget for “capital improvement expenses” for one or more than one year which shall be known as the “single or multi-year capital” budget. The “single or multi-year capital” budget is not an annual budget and is not subject to the annual percentage limitations in paragraph 5.2. The “single or multi-year capital” budget may be adopted only by unanimous vote of the Board of Directors and if so adopted shall be referred to the governing bodies of the member municipalities. Upon receiving approval of the “single or multi-year capital” budget by the governing bodies of all of the member municipalities, to authorize and contract to make all expenditures deemed necessary by the Board of Directors for the capital expenses not in excess of the approved “single or multi-year capital” budget.”

Paragraph 13 of the Amended and Restated North Shore Fire Department Agreement is amended and restated to read as follows:

13. Budget. The Board of Directors shall submit to the governing bodies of the municipalities not later than October 1 of each year commencing October 1, 1994, a single budget to cover the North Shore Fire Department income, operating expenses and capital expenditures for the following calendar year, except that a “single or multi-year capital” budget may be submitted to the governing bodies of the municipalities at anytime. Such budgets shall be substantially in the form prescribed by Wisconsin Statutes 65.90 with respect to municipal budgets and shall, in addition, contain an explanation of the Board of Director's reasons for recommending any total annual or “single or multi-year capital expenditure. No expenditures shall be made or contracted for by the Board of Directors or any North Shore Fire Department employee with respect to any proposed item of operating expense or capital expenditure not contained in the prior year's budget until the approvals by the municipalities as provided in paragraph 5.3 of this agreement have been obtained or if a capital expenditure contained in a “single or multi-year capital budget until approval as provided in

paragraph 5.10 of this agreement. No item of operating expense or capital expenditure not provided for in the budgets shall be made or contracted for by any member or officer of the Board of Directors or by any North Shore Fire Department employee except as authorized by the Board of Directors.

Paragraphs 17.1, 17.2, 17.5 and 17.6 of the Amended and Restated North Shore Fire Department Agreement are amended and restated to read as follows:

“17.1 Financing Formula. Each participating municipality's annual financial contribution to the North Shore Fire Department's operating, maintenance and capital budgets and the contributions for the capital expenditures under a “single or multi-year capital” budget shall be calculated in the manner described in the formula and percentages outlined in Exhibit "C".

17.2 The North Shore Fire Department will submit to each municipality a statement requiring payment of that municipality's share of the estimated net operating expenses and capital expenditures for the fiscal year which must be paid to the fiscal agent in quarterly payments as required by Section 17.3, which notice shall be given not later than fifteen (15) days following approval of the North Shore Fire Department Budget by the required number of municipalities. In the case of capital expenditures from a “single or multi-year capital” budget a statement detailing the required payment(s) of that municipality's share of the estimated “single or multi-year capital” expenditures with due dates of those payments shall be sent after the Board of Directors authorizes the expenditure. Due dates of payments shall not be less than 30 days from the date of the statement.

17.5 If any municipality fails to pay in full each payment to be made by it as provided by this Agreement on the due date, such defaulting municipality shall be indebted to the other participating municipalities for the payment due, plus interest at the prevailing rate available on a public purpose loan for over 5 years and up to 10 years from the Wisconsin State Trust Fund loan program from the due date until payment. At the discretion of the Board of Directors legal action to enforce such payment due by the defaulting municipality may be taken by the Board of Directors. Any recovery collected shall be paid to reimburse any other municipality to the extent it paid any part of such defaulted payment, plus interest, and the balance of such payments, plus interest, shall be made to the North Shore Fire Department, which interest shall be credited against payments to be made by the municipality or municipalities that were not in default. If two or more municipalities were not in default, such interest shall be credited in the proportion each paid operating expenses during the period of default. In addition to any sum in default, and interest, as above provided, there shall be included in the judgment all costs disbursements and a reasonable sum as attorney's fees.

17.6 Notwithstanding the provisions of paragraphs 19 and 20 regarding withdrawal, expulsion, or termination each member municipality shall be liable for its share of a “single or multi-year capital” budget as determined and payable under paragraph 17 upon final approval of such ‘single or multi-year capital’ budget under paragraph 5.10.”

AMENDMENT NO. 7 TO AMENDED AND RESTATED NORTH SHORE FIRE DEPARTMENT AGREEMENT

Upon the expiration, by its terms, of Amendment No. 5 to Amended and Restated North Shore Fire Department Agreement, the Financing Formula set forth in **Exhibit C**, incorporated into the Amended and Restated North Shore Fire Department Agreement under Section 17.1 Financing Formula, shall be suspended in operation and temporarily superseded by this Amendment 7 as follows:

For each of the budget years of 2013, 2014 and 2015 each participating municipality's annual financial contribution to the North Shore Fire Department's operating, maintenance and capital budgets shall be calculated using the percentages described in the table below. In the event that a participating member is no longer obligated to contribute its percentage share due to withdrawal, expulsion, or other lawful cause for non-payment; or at the end of the 2015 budget year, whichever occurs first; the suspension caused by this amendment shall cease, and the Financing Formula set forth in **Exhibit C** shall be in effect.

Community	Percentage
Bayside	6.20
Brown Deer	17.69
Fox Point	10.31
Glendale	28.16
River Hills	2.94
Shorewood	17.45
Whitefish Bay	17.25

AMENDMENT NO. 8 TO AMENDED AND RESTATED NORTH SHORE FIRE DEPARTMENT AGREEMENT

Upon the expiration of Amendment No. 7 to the Amended and Restated North Shore Fire Department Agreement at the end the 2015 budget year the Financing Formula set forth in Exhibit C, incorporated into the Amended and Restated North Shore Fire Department Agreement under Section 17.1 Financing Formula, shall be amended and restated as follows:

EXHIBIT C

Financing Formula (Distribution of Costs)

Each participating municipality's annual financial contribution to the North Shore Fire Department's operating and capital budget shall be based on the following:

1. Population

Thirty percent (30%) of the total budget contribution shall be shared among the municipalities in proportion to each municipality's percentage share of the total population of all the municipalities, as determined by the State of Wisconsin. Each municipalities' population for the purposes of this agreement will be calculated using the average of the population of each municipality for the five prior calendar years.

2. Equalized Valuation

Thirty percent (30%) of the total budget contribution shall be shared among the municipalities in proportion to each municipality's percentage share of the total equalized valuation, excluding land, of all the municipalities, as determined by the State of Wisconsin. The equalized valuation will be calculated, for the purposes of this agreement, using the average of the total equalized valuation, excluding land, over the preceding five calendar years.

3. Usage

Forty percent (40%) of the total budget contribution shall be shared among the municipalities in proportion to each municipality's percentage share of usage. Usage, for the purposes of this agreement, shall be calculated based on each municipality's percentage share of the total usage averaged over the preceding five calendar years.

Usage shall be calculated based on the actual number of personnel hours for each fire or E.M.S. run, rounded to the next one-tenth of one (1) hour. Personnel hours are calculated from the time vehicle leave their stations to the time vehicles return to their stations. Usage is assigned to the municipality in which the call for service originated, without regard to where the personnel responding are stationed.

The financing formula calculation will be performed every five years beginning in 2015 for the 2016 Budget Year. Once a percentage is determined for each municipality, the percentage each municipality is paying in the current calendar year will be subtracted from the newly determined percentage. The resulting amount will be divided by five and incrementally phased in over a five year period.