

INTERGOVERNMENTAL AGREEMENT
FOR NEWSAP: NORTHEAST WISCONSIN REGIONAL SMOKE ALARM PROGRAM
DRAFT: 24 AUGUST 2012

This Intergovernmental Agreement entered into as of the 1st day of October, 2012 by and between the Town of Grand Chute, operating the Grand Chute Fire Department (GCFD); The City of Green Bay, operating the Green Bay Fire Department (GBFD); The Cities of Neenah and Menasha, operating Neenah Menasha Fire Rescue (NMFR); and The Town of Menasha, operating the Town of Menasha Fire Department (TMFD).

WITNESSETH

WHEREAS, GCFD applied and was approved for a Fire Prevention and Safety (FP&S) Grant, a part of the Assistance to Firefighters Grants (AFG) program from the Federal Emergency Management Agency (FEMA); and

WHEREAS, the purpose of the application was to request funding to create the Northeast Wisconsin Regional Smoke Alarm Program (NEWSAP)

WHEREAS, NEWSAP will reduce the risk of fire injuries and casualties in our communities by installing smoke alarms and providing home inspections for our most vulnerable residents: owner-occupied, one-unit detached structures built before 1990 that house residents in poverty who are either age five and under or age 65 and older; and

WHEREAS, four fire departments have agreed to participate in the program and provide the necessary local funding share; and

WHEREAS, an intergovernmental agreement under the authority of Wis. Stat. 66.0301 is necessary to detail the various rights and responsibilities for participating departments

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree to participate in NEWSAP, subject to the following terms and conditions:

1. PROGRAM GOVERNANCE

- a. PARTICIPATING DEPARTMENT. At the time of this agreement, GCFD, GBFD, NMFR, and TMFD are Participating Departments, who shall each be responsible for:
 - i. Assigning a representative to the Executive Committee.
 - ii. Paying a contributing share for the first phase of NEWSAP.
 - iii. Paying all invoices from the Lead Department within 30 days.
 - iv. All wages, disability payments, pensions, workers' compensation claims, medical expenses, clothing, and regular personnel and operational costs for employees working on NEWSAP-related activities.

- b. LEAD DEPARTMENT. At the time of this agreement, GCFD will serve as the Lead Department, who shall be responsible for:
 - i. Scheduling and organizing meetings of the Executive Committee.
 - ii. Serving as the fiscal agent for the program.
 - iii. Collecting funds from Participating Departments, providing 30 days notice of payment due.
 - iv. Disbursing funds to a Participating Department within 30 days of receipt of an invoice.
- c. EXECUTIVE COMMITTEE
 - i. Each Participating Department shall have one voting representative on the Committee, though additional personnel may attend.
 - ii. A representative from at least three-fourths of Participating Departments must be present to conduct official business.
 - iii. Official actions shall be made by a simple majority vote.
 - iv. The Committee must meet at least once per calendar year.
 - v. The Committee shall:
 - 1. Prepare an annual work plan and budget.
 - 2. Create, review, and update NEWSAP program policies.
 - 3. Create, review, and update educational materials.
 - 4. Seek funding opportunities for subsequent phases of NEWSAP.
- d. ADDITIONS
 - i. No Participating Department shall be added to NEWSAP prior to July 19, 2013.
 - ii. After July 19, 2013, the Executive Committee may approve the addition of a Participating Department, subject to the terms of this agreement.
- e. TERMINATION. A Participating Department will be terminated from NEWSAP and the Executive Committee if:
 - i. The Department fails to send a representative to three consecutive Executive Committee meetings.
 - ii. The Department fails to make required payments within 60 days of a written notice from the Lead Department.
 - iii. The Department intentionally violates the terms of this agreement.
 - iv. After July 19, 2013, and with 60-day prior written notice, requests to no longer participate.

2. PERIOD OF PERFORMANCE

- a. The first phase of NEWSAP shall be from October 1, 2012 to July 19, 2013.
- b. The second phase of NEWSAP shall be from July 20, 2013 to December 31, 2013.
- c. Subsequent phases starting on or after January 1, 2014 shall close on or before December 31 of the same year in order to simplify financial accounting.
- d. The Executive Committee shall decide whether or not to commence a subsequent phase of the program.

3. FINANCIAL CONTRIBUTION

- a. The cost for the first phase of NEWSAP is \$36,790; these funds must be expended between July 20, 2012 and July 19, 2013.
- b. A Fire Prevention and Safety (FP&S) Grant, a part of the Assistance to Firefighters Grants (AFG) program from the Federal Emergency Management Agency (FEMA), provides \$33,111 in federal funds for the first phase of NEWSAP.
- c. Participating Departments must provide a total of \$3,679 in local match funds.
- d. The contributing share of each Participating Department for the first phase of the project shall be based on the following table:

DEPARTMENT	NUMBER OF HOMES	CONTRIBUTING SHARE	MATERIAL COST	LABOR COST
GCFD	90	\$552.58	\$552.58	\$0
GBFD	275	\$1,688.45	\$1,688.45	\$0
NMFR	125	\$767.48	\$767.48	\$0
TMFD	75	\$670.49	\$460.49	\$210.00
TOTAL	565	\$3,679.00	\$3,469.00	\$210.00

- e. No portion of the local contributing share is refundable upon termination from NEWSAP.
- f. The contributing share of each Participating Department for future phases of the program -- after July 19, 2013 -- shall be determined by the Executive Committee.

4. OTHER STIPULATIONS

- a. Counterparts. This agreement may be signed in counterparts, which taken together constitutes the whole agreement of the parties.
- b. Amendments. This agreement may not be modified, except in writing signed by all parties, to the original agreement.
- c. Severability. Should any provisions of this agreement violate state or federal law, all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto accept the terms of this agreement as of the 1st day of October 2012.