

AGENDA
Milton Joint Fire Commission Meeting
Wednesday, July 14, 2021

Location: Council Chambers, 710 S. Janesville Street, Milton 6:00 p.m.

PLEASE NOTE: Members of the public have the option to attend this meeting in person at City Hall or monitor the meeting by joining us via Zoom.

Topic: Joint Fire Commission Meeting
Time: July 14, 2021 06:00 PM Central Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/84673097768?pwd=d2tRVmdqa1RFMWs2K1NCQ09zVFBBUT09>

Meeting ID: 846 7309 7768
Passcode: 051208

Dial by your location
+1 312 626 6799 US (Chicago)

Any person who is unable to access the meeting via the internet link may call 1(312) 626-6799 and enter Meeting ID: 817 4506 5403 to monitor the meeting via telephone.

- 1) Call to Order and confirmation of appropriate meeting notice
- 2) Approval of Agenda:
- 3) Approval of Minutes: April 21, 2021
- 4) Public Participation:
- 5) Old Business:
- 6) New Business:
 - a. Discussion and Possible action regarding City of Janesville’s Notice to Opt out of Intergovernmental Agreement (IGA) Attachments: Termination Notice; IGA/MOU
 - b. Discussion and Possible action regarding overview of Chief position for 2022 (beginning January 1)
 - Description of Basic responsibilities/duties; Ancillary responsibilities/duties
 - Days/Hours per week
 - Qualifications
- 7) Fire Chief’s Report:
- 8) President’s Report:
- 9) General Items:
- 10) Adjournment: Next Scheduled Meeting August, 2021

Notice is hereby given that a majority of the City of Milton Common Council and/or Town of Milton Town Board may be present at the Joint Fire Commission meeting at the above mentioned dated and time to gather information about a subject over which they have decision-making responsibility. This constitutes a meeting of the City Council pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis. 2d 553, 494 N.W. 2d 408 (1993) and must be noticed as such, although the City Council and Town Board will not take any formal action at this meeting.



CITY OF JANESVILLE

Wisconsin's Park Place

June 18, 2021

Mayor Anissa Welch
City of Milton
710 South Jackson Street
Milton, WI 53563

Town Chair Bryan Meyer
Town of Milton
23 First Street
Milton, WI 53563

Joint Fire Commission Chair Theresa Rusch
Milton Fire Department, Joint Fire District
614 West Madison Avenue
Milton, WI 53563

VIA: U.S. Certified and Regular First Class U.S. Mail and email

Subject: City and Town of Milton, Milton Fire Department, and Milton Fire District Fire and EMS Agreements Termination Notice

Dear Mayor Welch, Town Chair Meyer, and Commission Chair Rusch

This letter serves as official notification of the termination of our current "Agreement" and Agreements," which means and includes:

A certain City of Janesville Fire Department and Milton and Milton Township Fire Department Intergovernmental Shared Administration Memorandum of Understanding, dated October 1, 2017; Addendum No. 1 thereto (a/k/a Fire Chief authority agreement), dated 1 December and 14 December 2020, respectively; and any and all other Janesville, City of Milton, Town of Milton, and Milton Fire Department (a/k/a Joint Fire District of Milton) Fire and EMS Protection Agreements, and amendments thereto; and any and all other Fire, EMS, and related shared services, mutual aid, Fire Chief, rate setting, and fee reimbursement intergovernmental, cooperative, and joint services agreements, and amendments thereto, jointly and severally by, between, and amongst the parties named herein ("Agreements"). The term "Agreements" does not include: (1) MABAS — Wisconsin's Mutual Aid Alarm Box System; (2) Automatic Aid; or (3) Automatic Vehicle Location (AVL) Dispatch.

CITY MANAGER'S OFFICE

CITY HALL • 18 N. JACKSON ST., P.O. BOX 5005 • JANESVILLE, WI 53547-5005 • (608) 755-3177 • (608) 755-3196



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Please be advised and take notice that notwithstanding anything to the contrary in the Agreements, each and every Agreement jointly and severally by, between, and amongst the City of Janesville, the City of Milton, the Town of Milton, and the Milton Fire Department will terminate, cease, and no longer be of any force or effect as of 11:59 o'clock p.m. on December 31, 2021.

The City of Janesville and its Fire Department will not provide – and will be under no obligation to provide -- any assistance or services of any kind or nature jointly or severally to or for the City of Milton, the Town of Milton, the Milton Fire Department, or any of their residents, businesses, properties, or guests under the Agreements or otherwise after the above specified termination effective date and time.


Also, as of that same termination effective date and time, the Fire Chief of Janesville will cease to act, and will no longer serve, in any capacity as the Fire Chief of Milton, the Town of Milton, the Milton Fire Department, or any successors thereto.

In the event that the Janesville Fire Department voluntarily renders assistance to any municipality after the termination date and time set forth above, in that event: (1) The service recipient municipality will be obligated to and must pay the City of Janesville for such services in the amount calculated by Janesville Fire Department; (2) The City of Janesville will invoice the municipality for such services, which the municipality must and will pay that invoice in full within thirty (30) days of receipt; and (3) Such voluntary assistance in no manner shall constitute nor be construed as constituting any resurrection or reinstatement of any of the terminated Agreements jointly or severally by, between, and/or amongst the City of Janesville and any of the named municipalities therein.

Sincerely,



Mark A. Freitag
City Manager



Ernie G. Rhodes, III
Fire Chief

CF: Common Council
Wald Klimczyk, City Attorney
David Godek, Finance Director
Derrek Heise, Interim City Clerk-Treasurer
Al Hulick, City of Milton Administrator

CITY OF JANESVILLE FIRE DEPARTMENT
And
MILTON AND MILTON TOWNSHIP FIRE DEPARTMENT
INTERGOVERNMENTAL SHARED ADMINISTRATION
MEMORANDUM OF UNDERSTANDING

RECITALS:

Whereas, this Memorandum of Understanding (“MOU”) is drafted and entered into, pursuant to a certain formal Intergovernmental Agreement by and between the parties hereto on or about the 1st day of October, 2017, by their respective governing bodies; and.

Whereas, the Parties hereto are the City of Janesville and its Fire Department, the City of Milton and the Town of Milton (collectively “Parties”); and

Whereas, the City of Milton and the Town of Milton are parties to an intergovernmental agreement creating the Milton and Milton Township Fire Department; and

Whereas, this MOU allows each party to take whatever actions each may jointly or severally determine desirable and/or beneficial to effectuate the laudable intent and goals of this comprehensive, mutual approach to fire prevention, fire suppression, review, inspection services, emergency medical services, emergency hazardous substances response services, and other services incidental to the protection of person and property within their respective participating communities; and.

Whereas, each Party hereto already has a longstanding history of working and assisting each other cooperatively in each of these activities; and.

Whereas, this Agreement furthers the best interests of each community and governmental unit; and.

Whereas, this Agreement shall facilitate greater efficiencies and economies of scale through unified management and cost sharing, while preserving the high

level of fire, ambulance, and other services each Party currently provides its citizens, residents, taxpayers, and businesses; and

Whereas, this MOU is intended by each of the Parties hereto to constitute a long-term yet flexible and living instrument that primarily implements the spirit, intent, and vision of the parties, as well as a signed document that memorializes and defines the present and reasonably foreseeable needs and desires of each Party. As such, this MOU may be updated and amended from time to time, and at any time, by such additional oral and written understandings, modifications, letters, and documents as the parties hereto may enter into in the future; and

Whereas, this MOU attempts to describe, among other things, each of the Parties' obligations with respect to E-911 communications, personnel, property, fire stations, ambulances, fire vehicles, engines, other equipment, staffing, services, leases, cooperative efforts, and payments; and

Whereas, this MOU is not intended to establish, and does not establish, a separate governmental entity for the performance of any function. By entering this MOU, no party assumes, nor shall any party be responsible for, any financial or other liabilities, whether known or unknown, with respect to the other parties or with respect to any other person or entity that may currently and/or in the future exist; and

Whereas, in compliance with the Intergovernmental MOU for Fire Department Shared Services that was entered on February 1, 2017, by and between the parties for shared services, the following memorandum of understanding is designed to establish the parameters for joint administration between the two fire departments; and

Whereas, this MOU shall be construed and applied in accord with the laws of the State of Wisconsin, and as the work-product of all of the parties hereto.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained in this MOU, each Party hereto promises and agrees as follows:

AGREEMENT:

1. Above Recitals Incorporated: Each of the above recitals is reiterated and incorporated herein by reference as if fully set forth verbatim.
2. Each party hereto has direct management and control of their respective fire departments and/or governmental units, except as such management and control may be delegated in the intergovernmental agreement under which the Milton and Milton Township Fire Department exists.
3. Scope of Work: In concert with the Intergovernmental Agreement Fire Department Shared Services, between the parties, effective February 1, 2017, the departments are prepared to move forward with joint administration.
4. "Fire Chief" shall mean the duly appointed and employed Fire Chief for the City of Janesville.
5. The City of Janesville and Janesville Fire Department shall provide the position of "Fire Chief" for the shared administrative agreements with and for the parties hereto for the purposes and purposes set forth herein.
6. The "Fire Chief" is responsible for operational & administrative services; fire prevention, fire suppression, Emergency Medical Services (EMS), training, education, public relations, budgeting, and strategic planning.
7. The "Fire Chief" will respond to emergency incidents and responsible to assist in the mitigation of those emergency events.
8. The "Fire Chief" will inform the Milton and Milton Township Fire Department Fire Commission and City of Janesville City Manager of departmental activities and operations.

9. Funding: The City of Milton and the Town of Milton, through the Milton and Milton Township Fire Department and its Fire Commission, shall provide annual funding to the City of Janesville for the shared administrative services. The associated cost for shared administrative services shall be thirty-three percent (33%) of compensation and benefits plus any annual wage increases for the City of Janesville's Fire Chief position. The same cost ratio or any hybrid funding system agreeable to all parties may be utilized for future shared administrative positions. The Milton and Milton Township Fire Department and its Fire Commission may pay to Janesville this annual fee amount in one installment or two installments (1st installment by April 30 and 2nd installment by September 30 annually).
10. Working Relationship: The Fire Chief is an employee of the City of Janesville and will maintain workers compensation protection from the City of Janesville for himself during all times pertinent to this MOU.
11. Effective Date/Duration/Termination: This MOU shall take effect October 1, 2017, and shall remain in existence until it is dissolved or terminated by a Party hereto as follows: Any Party may terminate their participation in this MOU upon not less than a 180-day prior written notice of termination to the other Parties.
12. Indemnification: Each Party expressly waives any and all claims against the other resulting from the discretionary commands or instructions and the decisions made by any Incident Commander in the course of responding to and managing any incident under this MOU, excepting only commands, instructions or decisions made with malicious intent or with intentional disregard for the rights of others.
13. Nothing in this paragraph shall be deemed to waive any governmental immunity to which any Party hereto is entitled by operation of law.

14. **Default/Breach, Remedy:** Except as otherwise set forth in this paragraph, in the event that a Party defaults or breaches, on its part, in the performance or fulfillment of one or more material term(s), promise(s), or condition(s) of this MOU ("Default") and shall fail to cure such Default within ninety (90) days following delivery of written notice from the other Party, in accordance with the notice paragraph of this MOU, specifying the Default and the date on which the right to terminate the MOU may be exercised if such Default is not cured within the ninety (90) day cure period, then this MOU shall terminate in accordance with the terms and conditions of this MOU. However, if the Default is a failure of appropriation due to the City of Janesville, the default must be cured by making available funds or making a payment as required in this MOU within thirty (30) days from the date of written notice from the City of Janesville, unless the Janesville City Manager agrees in writing to extend the deadline.

15. **Order and Decision of Janesville Fire Chief Binding:** In each and every instance of management and control, the decision, direction, and order of the Janesville Fire Chief shall be final, binding, and non-appealable, the same as if given by the fire chief of any other Party hereto.

16. **Fire Prevention, Suppression, and Ambulance Services:** The City of Milton, the Town of Milton, and the Milton and Milton Township Fire Department reserve and will remain responsible for fire prevention, suppression, and ambulance services within their jurisdictional boundaries, periodic fire safety inspections, and issuance of building permits and certificates of occupancy. Recognizing the importance of the Janesville Fire Department being acquainted with structures in the City of Milton and the Town of Milton, as well as fire prevention measures that would protect the lives of Janesville firefighters, the City of Milton, the Town of Milton, and the Milton and Milton Township Fire Department, through its Fire Marshal, agree to cooperate and coordinate with the Janesville Fire Department with respect to fire prevention activities. The Janesville Fire Department will be notified and afforded the opportunity to participate in fire prevention activities upon sufficient prior notice.

17. Applicable Codes: The parties agree that the international fire and building codes for all parties shall be compatible. The City of Milton and the Town of Milton jointly and severally agree to and shall, within one (1) year of the Effective Date of this MOU, adopt the current International Building and Fire Codes, and to adopt any subsequent versions of the building and fire codes within six (6) months of Janesville's adoption of said subsequent versions of said codes.

18. No Conflicting Fire Codes: The City of Milton and the Town of Milton each also agree to not adopt any laws or amendments to said codes that conflict with or are materially inconsistent with the applicable uniform building and fire codes without obtaining the prior, written approval of the Janesville Fire Department Chief (which approval will not be unreasonably withheld). Janesville has adopted amendments to the 2015 International Fire Code which are already in effect for Janesville. Both the City of Milton and the Town of Milton shall provide to Janesville copies of the adoption ordinances, if and when so enacted, and all subsequent amendments thereto in accordance with the notice paragraph of this MOU.

19. Emergency Medical Services: Janesville shall directly provide and/or arrange by separate contract or by other means, for first responder emergency medical and ambulance transport services to be provided within the jurisdictional boundaries of the Milton and Milton Township Fire Department. The level of first responder emergency medical and transport services will be equivalent to that provided to Janesville residents during the Term of this MOU. This is in addition to what the Milton and Milton Township Fire Department shall provide.

20. Arson and Fire Investigations: During the Term of this MOU, Janesville shall, together with staff from the Milton and Milton Township Fire Department, perform all "cause and origin" fire investigations within the jurisdictional boundaries Milton and Milton Township Fire Department, consistent with Janesville's investigative practices and procedures within the

the City of Janesville. The Janesville Fire Department will work in conjunction with the Milton and Milton Township Fire Department and respective Police Departments on all fire and arson investigations which involve or result from the commission of a criminal act within the jurisdictional boundaries of the Milton and Milton Township Fire Department Fire District.

21. Rolling Stock, Buildings, Fixtures, Equipment, and Station Facilities: Each party shall retain and maintain ownership of its own current and future rolling stock, buildings, fixtures, equipment, and fire facilities, and at all times shall keep the same insured, solely at its own expense, for liability and comprehensive at replacement value. The Fire Chief shall make all management, direction, and use decisions as to the acquisition, maintenance, repair, replacement, and use of all rolling stock, buildings, fixtures, equipment, and fire facilities. Each party, however, shall be solely responsible for all costs, expenses, fees, borrowing, and expenditures arising from and/or pertaining to same.
22. Payments: Each Party hereto shall be solely responsible for the compensation of its own personnel and for all its own capital items.
23. Limitations: This MOU is not intended to, and shall not be construed to, alter or amend any collective bargaining agreement now in effect. In addition, Janesville shall have no responsibility or financial liability for and will not administer any differential pay or severance obligations that the Milton and Milton Township Fire Department and/or its Fire Commission now has and/or may have for its paid and unpaid personnel, and shall have no responsibility or financial liability for any obligations that the Milton and Milton Township Fire Department and/or its Fire Commission may have to said personnel and/or volunteers based upon their service to and employment and/or use by the Milton and Milton Township Fire Department including, but not limited to, payouts, leave, benefits, overtime, compensatory time, disability, workers compensation, merit pay, bonuses, pensions, litigation claims.

24. Amendment: This MOU may be amended from time to time by written agreement of the Parties.

25. This MOU shall be governed and interpreted according to the laws of the State of Wisconsin.

Entered into this 18 day of September, 2017.

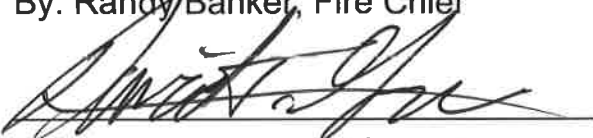
CITY OF JANESVILLE



By: Mark A. Freitag, City Manager



By: Randy Banker, Fire Chief



By: Dave Godek, City Clerk-Treasurer

Entered into this 5 day of September, 2017.

CITY OF MILTON



By: Anissa Welch, Mayor



By: Leanne Schroeder, City Clerk

Entered into this 3rd day of October, 2017.

TOWN OF MILTON

Bryan Meyer
By: Bryan Meyer, Town Chair

Sandra Kunkel
By: Sandra Kunkel, Town Clerk

ADDENDUM NO. 1

To

City of Janesville Fire Department and Milton and Milton Township Fire Department
Intergovernmental Shared Administration Memorandum of Understanding
Dated October 1, 2017.

This is Addendum No. 1 to the City of Janesville Fire Department and Milton and Milton Township Fire Department Intergovernmental Shared Administration Memorandum of Understanding ("Agreement"), dated October 1, 2017, approved and entered into by the respective governing bodies of the four (4) parties for good and valuable consideration, as is this Addendum No. 1.

1. The parties are the City of Janesville, the City of Milton, the Town of Milton, and the Milton Fire Commission.
2. Each party agrees to be fully bound by the provisions set forth in this Addendum No. 1.
3. Each party agrees to continue to be bound by the provisions set forth in the Agreement except those expressly modified by this Addendum No. 1. Those provisions not expressly modified by this Addendum No. 1 shall remain in full force and effect.
4. Those provisions set forth in this Addendum No. 1 shall at all times take precedence and govern in the event of any conflict between provisions of the Agreement and this Addendum No. 1.
5. "Fire Chief" means the Janesville Fire Chief.
6. The intent of this Addendum No. 1 is to fully empower the Fire Chief with total command powers and authority over every operational, structural, personnel and command function of the City of Milton and Town of Milton Fire Departments and services ("Milton Fire Department").
7. The further intent of the parties is to fully and completely operationally merge all services and operational functions of their fire departments and emergency services.

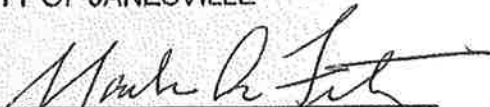
The board of the Milton Fire Department and the governing bodies of the City of Milton and the Town of Milton promise to and will use every best effort and action to facilitate the Agreement and this Addendum No. 1 to the fullest extent possible.

9. The purpose of this Addendum No. 1 is to vest in the Fire Chief the power and authority allowed by law and the Milton Fire Commission to govern, manage, structure, restructure, and direct the operations, command, and personnel of the Milton Fire Department.
10. The Fire Chief is the only person who, at all times, will be vested with and possess all management and control of all operations, structuring and allocated finances of the Milton Fire Department.


11. The goal is to consolidate all services and activities into one unified command structure under the Fire Chiefs authority.
12. The Fire Chief will have final departmental authority as to all management, operational merging, equipment sharing, scheduling, personnel, structuring of the command staff, and of any and all other matters related to the operation and decision making concerning the Milton Fire Department and its staff, equipment, and buildings.
13. The Fire Chief shall have the sole management and decision-making authority over the fire services and emergency response services of the Milton Fire Department.
14. The intent of each of the parties is to vest authority in the Fire Chief so as to enhance the operational efficiencies of the Milton Fire Department and the public service desired by the parties.
15. The parties will combine their Fire and EMS response systems and services into one combined command as directed and modified, from time to time, by the Fire Chief.
16. The Fire Chief shall have the authority to designate how the Milton Fire District Department's annual budget, and any supplemental appropriations, are expended.
17. Each governing body will act in good faith to support and effectuate the intent of the provisions set forth in the Agreement and those set forth in this Addendum No. 1 .
18. The Milton Fire Department command staff will be merged into the command staff of the Janesville Fire Department but will remain employees of the Milton Fire Department.
19. By executing below, each signatory represents that this Addendum No. 1 has been ratified and approved by its respective governing body and once signed shall take full force and effect.
20. Each party finds that the intent and broad scope of the authority vested in the Fire Chief facilitates the short-range goals and long term plans of the parties and that the provisions set forth in this Addendum No. 1 are of benefit to their respective communities, residents, businesses, and taxpayers.
21. This Addendum No. 1 may be amended from time to time by written instrument executed by the parties.
22. This Addendum No. 1 shall be governed and interpreted according to the laws of the State of Wisconsin with venue being in Rock County.
23. If any of the provisions of this Addendum No. 1 are found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Entered into this _____ day of _____, 2020.

CITY OF JANESVILLE

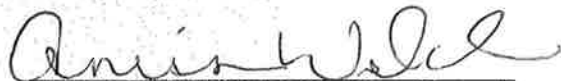

By: Mark A. Freitag, City Manager



By: Ernie Rhodes III, Fire Chief


By: Dave Godek, City Clerk-Treasurer

Entered into this 1st day of December, 2020.


CITY OF MILTON

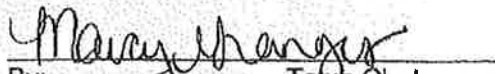

By: Anissa Welch, Mayor


By: ~~Leanne Schroeder, City Clerk~~
Inga Cushman, Interim City Clerk

Entered into this 14th day of December, 2020.

TOWN OF MILTON


By: Bryan J. Meyer, Town Chair


By: Nancy Hanger, Town Clerk

Entered into this _____ day of _____, 2020.

MILTON FIRE COMMISSION

By: _____ CHAIR