

**FINANCE/PERSONNEL AD HOC COMMITTEE MEETING  
MONDAY, NOVEMBER 23, 2020  
5:00 PM, ALLOUEZ VILLAGE HALL**

1. CALL TO ORDER / ROLL CALL
2. MODIFY / ADOPT AGENDA
3. APPROVAL OF MINUTES FROM SEPTEMBER 28, 2020
4. ANNOUNCEMENTS
5. 2021 COVID SICK LEAVE
6. MERIT INCREASES 2021
7. GREEN BAY METRO FIRE CONTRACT
8. NEXT MEETING DATE AND AGENDA ITEMS
9. ADJOURNMENT

NOTE: It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above noticed meeting to gather information; no action will be taken by any governmental body at the above noticed meeting other than the governmental body specifically referred to above in this notice.



**FINANCE/PERSONNEL AD HOC COMMITTEE MEETING  
MONDAY, SEPTEMBER 28, 2020  
5:00 PM, ALLOUEZ VILLAGE HALL**

CALL TO ORDER / ROLL CALL

**Meeting called to order by Chairperson Harris at 5:00pm**

**Present: Harris, Sampson, Genrich, Beauchamp, Lange**

**Also present: Gehin**

MODIFY / ADOPT AGENDA

**Genrich/Sampson moved to adopt the agenda as presented. Motion carried.**

APPROVAL OF MINUTES FROM SEPTEMBER 14, 2020

**Sampson/Genrich moved to approve the September 14, 2020 minutes. Motion carried.**

ANNOUNCEMENTS

**Beauchamp will be submitting our expenses for reimbursement relating to Covid-19 through the Routes to Recovery on October 5, 2020.**

REVIEW: 2021 BUDGET

**Beauchamp highlighted a few areas of the 2021 proposed budget for discussion:**

- **Reduction in Metro Fire Department request**
- **Addition of \$14,000 added for Recreation Department space rental**
- **Repairs to the Salt Shed**
- **Employee health insurance contribution increases between 3% & 7%**
  - **What are the impacts (financially) for staff?**
- **Salary increases listed in the budget are 2% and should 1.75% be considered.**

NEXT MEETING DATE AND AGENDA ITEMS

**Next meeting scheduled for November 23, 2020 at 5:00pm**

ADJOURNMENT

**Lange/Sampson moved to adjourn at 5:54pm. Motion carried.**





Date: November 18, 2020

To: All Full Time Employees

From: Angie Cepeda

Re: Convert Excess Personal Time Off (PTO) into Sick Leave in 2021

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Due to the uncertainties of the pandemic, the Village Board has approved allowing staff to convert up to 40 PTO hours into their employee sick leave balances for 2021.

This temporary request is only for 2020 carryovers.

Any employee who wishes to convert up to 40 PTO hours into their 2021 Sick Leave balances should send an email with the total number of hours requested to Angie at [angie@villageofallouez.com](mailto:angie@villageofallouez.com) by December 18, 2020. If you have any questions, please contact Angie at 920-448-2800 ext. 102.



**Emergency Paid Sick Leave Act (EPSLA) and Expanded FMLA (EFMLA) under the Families First Coronavirus Response Act (FFCRA)**

Reason	Example	Leave is FOR...	Type of Leave	Duration of Absence Reasons #1-4 & 6 capped at 2 weeks	Amount of Pay	Paid Leave Substitution
#1 The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19	Governmental orders: Shelter in place, quarantine, isolation order	Employee	EPSLA	Up to 2 weeks (80 hours, pro-rated for part-time employees)	100% of the regular rate of pay, up to \$511 per day.	NA
#2 The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19	Employee test positive or exhibits COVID-19 symptoms. Employee seeks medical advice, is not tested, but advised to self-quarantine is also eligible	Employee	EPSLA	Up to 2 weeks (80 hours, pro-rated for part-time employees)	100% of the regular rate of pay, up to \$511 per day.	NA
#3 The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis*	The employee has a fever and needs 3-5 days off to get tested and learn the results. Even if they do not test positive, this time period is covered	Employee	EPSLA	Up to 2 weeks (80 hours, pro-rated for part-time employees)	100% of the regular rate of pay, up to \$511 per day.	NA
#4 The employee is caring for an individual who is subject to an order as described in reason (1) or has been advised as described in reason (2)	The employee's immediate family member, roommate or similar person who was diagnosed with COVID-19 and needs care by the employee	Family Member	EPSLA	Up to 2 weeks (80 hours, pro-rated for part-time employees)	2/3 of the regular rate of pay, up to \$200 per day.	May substitute 1/3 with earned PTO, sick leave or leave without pay.
#5 The employee is caring for his child whose school or place of care is closed (or childcare provider is unavailable) for reasons related to COVID-19	The employee's normal day care is closed (due to COVID-19) and there is no other person to watch the children	Family Member	EPSLA/EFMLA	Up to 12 weeks (counts towards "Regular" FMLA)	The first TWO-weeks are unpaid. May use EPSLA for the first two weeks paid at 2/3. Up to an additional 10 weeks at 2/3 of the regular rate of pay, up to \$200 per day.	May substitute any earned paid leave for the first two unpaid weeks or take leave without pay, after two weeks you may use 1/3 of earned PTO.
#6 The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services	Rarely or ever used, DOL may later designate such conditions	Other	EPSLA	Up to 2 weeks (80 hours, pro-rated for part-time employees)	2/3 of the regular rate of pay, up to \$200 per day.	NA

*Note: If employee takes two weeks of EPSLA for Reasons 1-4, and 6, the employee has exhausted the maximum allowed paid sick leave under the act.*

*\*Employee may not take emergency paid sick leave to self-quarantine without seeking a medical diagnosis.*





## Screening and policies for employees exhibiting signs and symptoms of COVID-19

Workers have been informed of and encouraged to self-monitor for signs and symptoms of COVID-19. The following policies and procedures are being implemented to assess workers' health status prior to entering the workplace and for workers to report when they are sick or experiencing symptoms.

### Daily Work Protocol

Prior to reporting to work each day, we ask that each employee self-monitors their temperature and health to look for any COVID related symptoms to include shortness of breath, muscle aches, coughs, and any new loss of smell or taste. If employees display any of these symptoms and cannot attribute them to another health condition, employees should contact their supervisor and immediately contact their primary care provider before reporting to work.

An employee displaying any COVID related symptoms or who is sent home by management can return to work when he or she has had no fever for at least three (3) days without taking medication to reduce fever during that time; AND any respiratory symptoms (cough and shortness of breath) have improved for at least three (3) days; AND at least seven (7) days have passed since the symptoms began.

An employee may return to work earlier if a doctor confirms the cause of an employee's fever or other symptoms is not COVID-19 and releases the employee to return to work in writing.

Stay home if you do not feel well. Supervisors will send employees who are, or appear ill home. Supervisors or HR staff can send employees home who exhibit flu-like or acute respiratory illness symptoms, or who otherwise appear sick and are unable to perform their duties. Employees are considered "unfit for duty" and will be required to use the appropriate leave category.

### Suspected, Confirmed, or Direct Exposure to COVID-19

The Village of Allouez has also implemented a plan for informing workers if they have been exposed to a person with COVID-19 at their workplace and requiring them to quarantine for the required amount of time. Any exposed/close contact employees will be contacted by the Brown County Public Health promptly. In addition, the village will protect the privacy of workers' health status and health information.

Employees, who are suspected, directly exposed or confirmed positive for COVID-19 will notify the Village Administrator or Angie Cepeda in HR.

- Brown County Public Health will contact individual employees who have been in close contact with the COVID-19 positive employee. (*Note: Due to the broad spread of COVID-19 in Wisconsin, notification to the entire work location is no longer necessary.*)
- Employees directly exposed will quarantine at home for 14 days from the last date of contact with the ill employee and monitor symptoms. You may return to work after the 14 days if you have been asymptomatic or if you have had no fever for at least 72 hours (without fever reducing medicine) and at least 10 days have passed since any symptoms appeared.

- Facilities management will be contacted to initiate cleaning of the COVID-19 positive employee's work space following more stringent environmental cleaning and disinfection protocols.

**Returning to Work.** In all cases, follow the guidance of your healthcare provider and local health department. The decision to stop home isolation should be made in consultation with your healthcare provider and state and local health departments. Employees with COVID-19 may return to work after you have had no fever for at least 72 hours (that is three full days of no fever without the use of fever-reducing medicine); AND 10 days have passed since your symptoms first appeared.

The Village of Allouez has implemented leave policies that promote workers staying at home due to illness.

### **Sick Leave**

Sick Leave is available for use for an illness, medical or dental appointment of the employee or for the caregiving purposes of the employee's spouse, parent or child of the employee's household. Full time employees have 48 hours of available sick leave per year to use for any type of illness. Employees hired prior to 12/31/2013 are also able to use any Reserved Sick Leave hours available to them for illnesses. Employees with no available sick leave or alternate leave have the option to be placed on approved leave without pay for the duration of his/her illness.

**Families First Coronavirus Response Act (FFCRA or Act)** Provisions apply from April 1, 2020 through December 31, 2020

The Families First Coronavirus Response Act (FFCRA or Act) requires the Village to provide employees with paid leave (EPSL) and expanded family and medical leave (EFMLA) for specified reasons related to COVID-19.

### **Qualifying Reasons for Leave:**

Under the FFCRA, an employee qualifies for paid sick time if the employee is unable to work (**or unable to telework**) due to a need for leave because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
6. is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

Under the FFCRA, an employee qualifies for expanded family leave if the employee is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19.

### **Duration of Leave:**

**For reasons (1), (2) and (3):** A full-time employee is eligible for up to 80 hours of **paid sick leave** at the employee's regular rate of pay , and a part-time employee is eligible for the number of hours of leave that the employee works on average over a two-week period.

**For reasons (4) and (6):** A full-time employee is eligible for up to 80 hours of **paid sick leave at two-thirds** the employee's regular rate of pay, and a part-time employee is eligible for the number of hours of leave that the employee works on average over a two-week period.

**For reason (5):** A full-time employee is eligible for up to an additional 10 weeks of **paid expanded family medical and medical leave** (two weeks of paid sick leave followed by up to 10 weeks of paid expanded family & medical leave) at **two-thirds** their regular rate of pay, and a part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

The FFCRA employee rights poster can be found in each breakroom or you can visit the Department of Labor website at [https://www.dol.gov/sites/dolgov/files/WHD/posters/FFCRA\\_Poster\\_WH1422\\_Federal.pdf](https://www.dol.gov/sites/dolgov/files/WHD/posters/FFCRA_Poster_WH1422_Federal.pdf)

Questions regarding eligibility for EFMLA, EPSL, or underlying health conditions should be directed to the Village Administrator.

### **Family Medical Leave Act (FMLA)**

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
  - the birth of a child and to care for the newborn child within one year of birth;
  - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - to care for the employee's spouse, child, or parent who has a serious health condition;
  - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
  - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
- Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave)

### **Flexible Unpaid Leave Policy**

The Village will provide a flexible leave policy that permits employees to stay home to care for a sick family member or take care of a child due to school or childcare closures upon exhausting all other paid leave. Additional flexibilities might include allowing employees to donate sick leave to each other. Unpaid leave should be approved by the administrator.





## **PERFORMANCE AWARD NOMINATION PROCESS/FORM**

### **PURPOSE**

Nominate an employee or yourself for a performance award. A performance award is based on specific or exceptional work performance that exceeded standard expectations during the appraisal period.

### **INSTRUCTIONS**

The nomination form should be completed for anyone being recommended for a performance award. Employees may be nominated for a performance award by themselves, anonymously by a co-worker, or by a department head (done in consideration of feedback from the employee's immediate supervisor). The name of any co-worker nominations will not be shared with the employee. All nominations must be approved by the employee's department head to be considered. Since the administrator is part of the Performance Award Nomination Team, nominations for department heads should be submitted directly to Angie.

All self-nominations and co-worker nominations must be sent to the nominated employee's department head. The department head will then either approve or deny the request, and submit the nomination form to Angie (can be emailed to [angie@villageofallouez.com](mailto:angie@villageofallouez.com) or sent via interoffice mail) to be considered by the Performance Award Nomination Team.

Anyone interested in receiving the form in a word document, please contact your department head.

**Performance form is due by January 8, 2021**

## INDIVIDUAL PERFORMANCE AWARD NOMINATION FORM

Name of staff member being recommended for a Performance Award: \_\_\_\_\_

Why do you feel you (or the employee named above) should be considered for a performance award?  
**Please describe in detail.** Reasons for consideration should be work related. Stating the employee has had exceptional performance will not be sufficient. All reasons must have specific examples noted to be considered.

Please select the reason for your nomination:

- Performed extra duties beyond those normally assigned
- Performed other roles when the department was short-staffed
- Volunteered for and worked on a special project(s)
- Developed new work methods that reduce waste and stretch resources/ substantially improve operations.
- Made creative suggestions to save the department time / money
- Employees who performed normally assigned responsibilities at an exception level Innovative idea
- Suggestion to save significant amount money Amount of money saved? \_\_\_\_\_
- Overall exceptional performance
- Other (please list): \_\_\_\_\_

Specifically, what was the innovative idea/suggestions/improvement/task/exceptional performance?

What was completed that was outside of the employee's normal job duties?

What was the impact?

Submitted By: \_\_\_\_\_  
Name Signature (initial for electronic signature) Date

Department Head: Do you agree the employee should be considered? Yes \_\_\_ No \_\_\_  
Explain:

\_\_\_\_\_  
Name Signature (initial for electronic signature) Date

Email completed and approved form to [angie@villageofallouez.com](mailto:angie@villageofallouez.com).

### PERFORMANCE AWARD

**Type of Award:**

1. Additional pay increase
2. One-time bonus
3. One-time additional vacation
4. Combination

**Award Nomination Team:**

- 1 Village Trustee
- Village Administrator
- 1 non village employee





**FIRE DEPARTMENT CONSOLIDATION AGREEMENT  
CITY OF GREEN BAY AND VILLAGE OF ALLOUEZ**

This Agreement made and entered into this 14<sup>th</sup> day of November, 2012, by and between the City of Green Bay (hereinafter "City"), a Wisconsin municipal corporation, and the Village of Allouez (hereinafter "Village"), a Wisconsin municipal corporation.

**WHEREAS**, the Parties have determined that because of budget and geographical considerations it is important for the two local governmental units to consolidate for the effective and efficient provision of Fire and EMS services; and

**WHEREAS**, the Wisconsin Statute § 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services; and

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits for fire, emergency medical services, rescue services, and treatment and protection of life and property; and

**NOW THEREFORE**, in consideration of the foregoing recitals, and the covenants contained herein, the parties mutually agree as follows:

**SECTION ONE**

**Purpose**

It is recognized and acknowledged that due to the challenging economic climate and resulting budgetary constraints, in addition to the evolving nature of the provision of fire and emergency medical services, it is necessary for the parties to consolidate fire departments to operate in a more efficient manner as a savings to the taxpayer.

## SECTION TWO

### Authority

This Agreement is authorized pursuant to Wisconsin Statute §62.13 and §66.0301. Village hereby delegates all legal authority and jurisdiction to City to act as Green Bay Metro Fire to carry out the terms and conditions of this Agreement in addition to code enforcement, inspections, EMS billing and collections, emergency management services, and any other fire department operations. Village's delegation is based upon any and all relevant legal provisions and authorities including, but not limited to Chapters 62, 66, 213, 256, Wis. Stats., as well as any relevant Wisconsin Administrative Code provisions, and applicable Village Ordinances. City's Fire Chief is delegated legal authority as Fire Chief for Green Bay Metro Fire and all related duties therein for the term of this Agreement.

## SECTION THREE

### Definitions

For the purpose of this Agreement, the following terms as used in this Agreement shall be defined as follows:

- A. "City": City of Green Bay, a Wisconsin municipal corporation.
- B. "Village": Village of Allouez, a Wisconsin municipal corporation.
- C. "City's Fire Chief": A Fire Chief who meets all the qualifications from the City of Green Bay's Job Description for Fire Chief which is attached hereto and made part of this Agreement as Addendum D.
- D. "Career Personnel": Village's current employees that are career firefighters and/or certified paramedics and are not paid on-call employees.
- E. "Fire Officers": Employees designated as Captains and/or Lieutenants.

- F. "EMS": Emergency medical, paramedic or rescue services.
- G. "EMT-B": Emergency Medical Technician-Basic.
- H. "EMT-P": Emergency Medical Technician-Paramedic.
- I. "Equipment": Any vehicle, equipment, or other physical asset used to provide any fire or emergency medical service including any in reserve status.
- J. "Green Bay Metro Fire Department": The identifying name of the newly created department associated with the consolidation of fire and emergency medical services between the City, Village, and any Additional Party.
- K. "NFIRS": National Fire Incident Reporting System(s).
- L. "S.O.G.": Standard Operating Guideline(s).
- M. "P.O.C": Paid On Call employee.

#### **SECTION FOUR**

##### **Scope of Agreement**

City shall provide Fire and EMS services to Village under this Consolidation Agreement. The scope of services provided may include, but is not limited to, fire administration, training, inspections, emergency medical services, fire suppression, hazardous material response, technical rescue, public education, and NIMS-compliant emergency management services and coordination.

#### **SECTION FIVE**

##### **Term of Agreement**

This Agreement shall be for a period of fifteen (15) years and may be terminated pursuant to the terms contained in Section Twenty Six of this Agreement.

## SECTION SIX

### Personnel

Village's Career Personnel shall become City employees subject to passing the physical exam described below. Village shall pay an Administrative Fee of two and one-half percent (2.5%) of the total contract on a quarterly basis as payment for the cost of services provided by City's administrative staff.

City shall assume liability for sick leave escrow accumulated by Village's Career Personnel in exchange for compensation in the amount of \$129,330.00. Village shall assume liability for any vacation accrual and Village shall pay out such accrual to Career Personnel after the execution of this Agreement.

In the event that any Career Personnel files a claim for Duty Disability under Chapter 102, Wis. Stats., Worker's Compensation, it will be processed following local policies and resolved through normal Worker's Compensation law.

Village's Career Personnel shall undergo a physical exam equivalent to a new-hire physical exam for the City prior to becoming a City employee.

The City may enter into an Agreement or MOU with Local 141 that provides Career Personnel with seniority for the purposes of promotions, leave accruals and usage, and any other contractual benefits.

## SECTION SEVEN

### Staffing

City shall staff Village's Fire Station with one (1) Fire Engine and one (1) Advanced Life Support (ALS) Ambulance for an initial four (4) year period upon execution of this Agreement,

unless exigent or other similar circumstances require an adjustment, in the sole discretion of the Fire Chief.

Subsequent to that four (4) year period, the City intends to staff the Village's Fire Station in the same manner; however, the City reserves the right to adjust staffing levels and apparatus placement at all Green Bay Metro Fire Department Stations at the sole discretion of the Fire Chief. The Fire Chief's staffing and apparatus placement decision(s) will be based on NFPA Standard 1710 (2010). Any changes by the Fire Chief shall be preceded by sixty (60) days written notice to the Village Administrator unless such notice is impractical based upon exigent or other similar circumstances.

Any changes made by the Fire Chief that cause the performance measures set forth in Section Eleven not to be met may be subject to the Dispute Resolution process pursuant to Section Eighteen.

## **SECTION EIGHT**

### **Training**

City shall provide EMS training to Career Personnel within the sole discretion of the City, which shall be compliant with state requirements for EMS licensure and City's training programs. City shall provide fire training to Career Personnel compliant with Wisconsin Administrative Code Comm. 30. Fire Officers shall be offered training, at a minimum, on a quarterly basis and shall include Officer Development Training and Leadership Education and Development training delivered by the City.

## SECTION NINE

### **Vehicles**

The Village shall retain ownership of the primary Fire Engine, Reserve Fire Engine, Ambulance, and Utility Pick-Up. For the initial four (4) years of the Agreement, Village shall retain a percentage of the revenues collected from Emergency Medical Responses originating in the Village as set forth in Section 13 and Addendum A. Village shall transfer ownership of the primary Fire Engine, Reserve Fire Engine, Ambulance, Utility Pick-Up, and all related equipment to the City at the beginning of Year 5 of the term of this Agreement and City shall assume all liability concerning vehicles after all vehicles are transferred. City shall perform all routine preventative maintenance, repair and equipment testing following recognized national standards and industry practices. Such maintenance to follow a schedule as identified within those standards. On a yearly basis, commencing with the execution of this Agreement, if a single occurrence for maintenance or repair of a vehicle incurs costs in an amount up to \$5,000.00, then the City shall be responsible for such costs. If an occurrence for maintenance or repair of a vehicle incurs costs in excess of \$5,000.00, then the Village shall be responsible for the entire cost.

### **Equipment**

Village shall retain ownership and assume all costs related to maintaining or replacing the equipment set forth in Addendum B, which is incorporated herein by reference, for the initial four (4) year term of this Agreement. Village shall transfer ownership of all equipment listed in Addendum B to City at the beginning of Year Five (5) of this Agreement and City shall assume all liability concerning this equipment after all equipment is transferred. The equipment includes the inventory list and Items A-E in Addendum B.

## **SECTION TEN**

### **Real Estate/Land**

Village shall retain ownership of the Fire Station located at 135 Dauphin Street. Village shall be responsible for any and all maintenance, repairs and utilities for the Station and providing adequate technological infrastructure, including, but not limited to, high-speed internet, for the duration of this Agreement. City shall return a portion of net revenues collected from Emergency Medical Responses originating in the Village pursuant to the schedule set forth in Section 13 and Addendum A.

## **SECTION ELEVEN**

### **Level of Service**

City shall make a good-faith effort to maintain a minimum of the current service level at Village's fire station and integrate City's Fire and EMS services. Initial fire response may include additional engines, a ladder, an ambulance, and battalion chief.

The following target response times shall not be binding and shall not be construed to have any effect or waiver of any form of immunity provided by law. Target response times are set forth to demonstrate the intended level of service to be provided to be consistent with the City's good-faith effort:

- A. The target response time for EMS within the Village is six (6) minutes from the time of dispatch to the arrival of an Advanced Life Support (ALS) unit on 90 % of calls that involved a priority response requiring the use of red lights and siren. An ALS unit may be defined as either an ambulance with two EMT-P personnel or an Engine with one EMT-P.

B. The target response time for NFIRS 100 series fire incidents within the Village is nine (9) minutes from the time of dispatch for the assembly of fifteen firefighters on the scene for responses that involved a priority response requiring the use of red lights and siren. The target response time for the arrival of the first staffed fire engine is five minutes and thirty seconds for responses that involved a priority response requiring the use of red lights and siren.

The City shall report response times to the Village on a periodic basis agreed to by the Parties. Any report shall provide an explanation and details if a response for an ALS call exceeds eight minutes from the time of dispatch to arrival for responses that involved a priority response requiring the use of red lights and siren. Failure to meet the performance measures set forth in Section Eleven in more than three consecutive quarters may be subject to the Dispute Resolution process pursuant to Section Eighteen.

Village agrees that all resources may be used for all obligations and operations including paramedic intercepts, non-emergency responses, and Mutual Aid Box Alarm System. City shall manage Fire Prevention within Village's limits. Village shall adopt an ordinance incorporating the use of the International Fire Code that is the same as the City's ordinance. Village shall delegate its authority for fire inspections, investigations, code enforcement, or any other fire department operations to the City.

## **SECTION TWELVE**

### **Personnel and Operational Costs**

Personnel costs to the Village are projected and reflected in Addendum C, which is incorporated herein by reference and shall become part of this Agreement.



## **SECTION THIRTEEN**

### **Fire/EMS Revenues**

City shall manage all reporting responsibilities, billing, and collections and retain ambulance service fees, two percent State dues, and State EMS funding. The City shall use the current billing schedule adopted by the Village Board for calls occurring within the Village. Any new service related revenue generated shall be retained by the City. The revenues to be generated are projected and reflected in Addendum A, which is incorporated herein by reference and shall become part of this Agreement.

## **SECTION FOURTEEN**

### **Payment**

Village shall pay City quarterly based upon the terms and conditions of this Agreement.

## **SECTION FIFTEEN**

### **Miscellaneous Conditions**

- A. The name of the consolidated Department shall be the Green Bay Metro Fire Department.
- B. Any vehicles regularly operating out of the Village's Station may have the Department logo displayed on the apparatus with "Allouez Station" displayed underneath.

## **SECTION SIXTEEN**

### **Additional Parties**

Any municipality or political subdivision may become an Additional Party to this Agreement at any time upon written consent of the parties and provided that the Additional Party executes an amendment to this Agreement after obtaining approval from its governing body for this Amendment. Said consent shall not be unreasonably withheld by any party.

In the event the City enters into another Fire Department Consolidation or Services Agreement with another municipality, the terms and conditions of which are more financially favorable than this Agreement, this Agreement will be amended to incorporate those terms and conditions as of the effective date of the other Agreement.

## **SECTION SEVENTEEN**

### **Advisory Board**

An Advisory Board shall be established to receive regular reports and updates as agreed upon by the Fire Chief and Village Administrator regarding operations of the Green Bay Metro Fire Department. The Advisory Board shall be known as the "Green Bay Metro Fire Advisory Board" and shall consist of five (5) members. City and Village shall each appoint two members to serve on the Advisory Board that are not elected or appointed officials or members of the City or Village's Police and Fire Commission. The remaining individual member shall be a disinterested fire service professional mutually agreed to by the parties. The Advisory Board is a public board and shall be subject to the Open Meetings law.

## **SECTION EIGHTEEN**

### **Dispute Resolution**

If a dispute arises between the parties concerning any terms or conditions of this Agreement, the following procedure shall be utilized to resolve the dispute:

Step One: Meeting between Administrator/Chief Elected Official and Fire Chief

Step Two: Mediation

Step Three: Arbitration

In the event that Mediation occurs, the parties shall mutually agree upon a Mediator. In the event that arbitration occurs, the arbitration shall result in a hearing before a panel of three individuals, which shall include one arbitrator or independent hearing officer selected by each

party and one individual selected by mutual agreement of the parties. Any decision by the arbitration panel shall be legally binding and final. The parties shall split equally the total cost of the arbitrators and each party shall bear their own costs incurred during the dispute resolution process.

#### **SECTION NINETEEN**

##### **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto.

#### **SECTION TWENTY**

##### **Validity**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

#### **SECTION TWENTY ONE**

##### **Notices**

All notices hereunder shall be in writing and shall be served either personally, by registered mail or certified mail to the parties, at such addresses as may be designated from time to time, or to other such addresses as agreed upon.

#### **SECTION TWENTY TWO**

##### **Governing Law**

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Wisconsin.

### **SECTION TWENTY THREE**

#### **Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

### **SECTION TWENTY FOUR**

#### **Amendments**

This Agreement may only be amended in writing by consent of all the parties hereto.

### **SECTION TWENTY FIVE**

#### **Non-Discrimination**

In the performance of the services under this Agreement each party agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. Each party further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.

### **SECTION TWENTY SIX**

#### **Termination**

This Agreement shall not be terminated at any time during the first four (4) years of the term of the Agreement. Thereafter, this Agreement may be terminated by any party at any time for any reason conditioned upon one (1) year written notice to each party to the Agreement. If the Agreement is terminated after the initial four (4) year period, then there shall be no adjustments concerning any assets or liabilities for either party that is subject to this Agreement.

## **SECTION TWENTY SEVEN**

### **Insurance**

Village shall be responsible for maintaining insurance on all vehicles and equipment until all equipment and vehicles are transferred to City. Village shall be responsible for maintaining insurance for Village's Fire Station. Each party shall name the other party as an Additional Insured under its respective insurance policies.

## **SECTION TWENTY EIGHT**

**Indemnification** Village hereby agrees to indemnify and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Village or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Village shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal

expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Village employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Village's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

City of Green Bay hereby agrees to indemnify and hold harmless the Village, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of City of Green Bay or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Village, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify and hold harmless the Village, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Village, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

City of Green Bay shall reimburse the Village, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal

expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

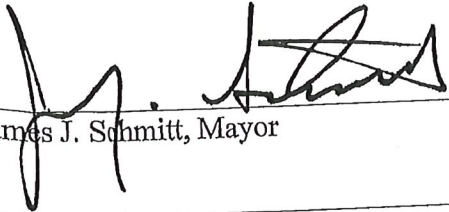
In the event that the City of Green Bay employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be the City of Green Bay's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the Village, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

The undersigned unit of local government or public agency hereby has adopted, and subscribes to and approves this Consolidation Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Consolidation Agreement has been adopted and approved by ordinance, resolution, or any other manner approved by law, a copy of which document is attached hereto.

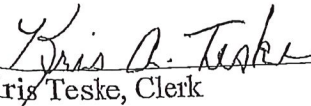
[ SIGNATURE PAGE FOLLOWS ]

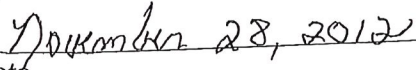
CITY OF GREEN BAY

  
James J. Schmitt, Mayor

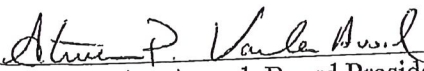
Date

ATTEST:

  
Kris Teske, Clerk

  
Date

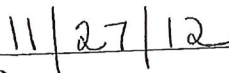
VILLAGE OF ALLOUEZ

  
Steve Vanden Avond, Board President

  
Date

ATTEST:

  
Debbie Baenen, Clerk

  
Date



# ADDENDUM A TO CONSOLIDATION AGREEMENT

## EMS REVENUES

Contract Year	Green Bay % Split	Allouez % Split
1	50.0%	50.0%
2	60.0%	40.0%
3	70.0%	30.0%
4	80.0%	20.0%
5	85.0%	15.0%
6	85.0%	15.0%
7	85.0%	15.0%
8	85.0%	15.0%
9	85.0%	15.0%
10	85.0%	15.0%
11	85.0%	15.0%
12	85.0%	15.0%
13	85.0%	15.0%
14	85.0%	15.0%
15	85.0%	15.0%

## ADDENDUM B TO CONSOLIDATION AGREEMENT

### **EQUIPMENT:**

- A. Inventory List: TO BE PROVIDED AND INCORPORATED.
- B. Phillips Cardiac Monitors: Village shall continue to use and replace its current monitors with Phillips Cardiac Monitors. If the type of monitor used by the department changes during the course of this agreement, the Village shall replace the Phillips Cardiac Monitors with the type used by the department when replacement becomes necessary or after a mutually agreed upon service life. Village shall make all defibrillators and cardiac monitors compatible with City equipment and Village shall assume all costs for compatibility.
- C. Self-Contained Breathing Apparatus: Village shall purchase six (6) Scott self-contained breathing apparatus (SCBA) at Village's expense. Six (6) Scott SCBA's shall be purchased within two (2) months of the date of execution of this Agreement. Career Personnel or paid on-call personnel shall be trained and required to demonstrate competency with Scott SCBA prior to implementation. City shall not take ownership of SCBA's and Village may sell all SCBA's after the expiration of this Agreement and retain all proceeds.
- D. Communication System or Radios: Village shall purchase, at its expense, portable, mobile, and base station Motorola radios of the same model currently used by City to be used with the new Brown County 700 MHz public safety communications system. Any costs incurred to enable the Village to communicate on this new system including station alerting, shall be at Village's expense.

E. Miscellaneous remaining equipment: Village shall pay for the replacement of any other equipment or physical asset owned by the Village.

## AFD Engine 1612 Equipment Inventory

Vehicle Statistics		Administrative Data		Categories					
Category	Equipment Name	Quantity	Manufacturer	U/I	Model No.	Serial No.	Date	Location	Notes
Hand Tools	Radio, vehicle mounted	1	Motorola	EA	APX7500	N/A	Unknown	E1612	
Hand Tools	Garage Remote	1	American Overhead Door	EA	Unknown	N/A	Unknown	E1612	
Vehicle Equipment	MABAS 3 Three Ring Binder	1	Unknown	EA	Unknown	N/A	Unknown	E1612	
Vehicle Equipment	Set Corn Head Set	4	CSB-900VMS	EA	CSB-900VMS	N/A	Unknown	E1612	
Lighting	Box Light and charging base	2	Sirelight	EA	Unknown	N/A	Unknown	E1612	
Extinguisher	Water Extinguisher	1	Sentry	EA	Unknown	N/A	Unknown	E1612	
Extinguisher	CO2 Extinguisher	1	Sentry	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	Halligan	1	Unknown	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	Flat head axe	1	Unknown	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	Pick Head axe	2	Unknown	EA	Unknown	N/A	Unknown	E1612	
Haz-Mat Equipment	5 Gallon Pail Oil Dry	2	Unknown	BU	Unknown	N/A	Unknown	E1612	
Medical Equipment	Oxygen Bag	1	Rock n Rescue	EA	Unknown	N/A	Unknown	E1612	
Medical Equipment	Non-Contact Thermgun	1	Raytek	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	Hydrant Wrench	2	Unknown	EA	Unknown	N/A	Unknown	E1612	
Appliances	2.5" Gate Valve	4	Unknown	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	Large Spanners	4	Unknown	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	Small Spanners	3	Unknown	EA	Unknown	N/A	Unknown	E1612	
Appliances	2.5" to Storz	2	Angus	EA	Unknown	N/A	Unknown	E1612	
Medical Equipment	AED	1	Phillips	EA	Unknown	N/A	12/1/2012	E1612	
Medical Equipment	Conterra bag 1st aid kit	1	Unknown	EA	Unknown	N/A	Unknown	E1612	
Highway Safety	Ansi Level 3 vests	8	Unknown	EA	Unknown	N/A	Unknown	E1612	
Protective Gear	Fire gloves	3pr	Unknown	EA	Unknown	N/A	Unknown	E1612	
Medical Equipment	Robertson Hard O2 Case	1	Unknown	EA	Unknown	N/A	Unknown	E1612	
Medical Equipment	Oxygen Regulator	1	Allied	EA	Unknown	N/A	Unknown	E1612	
Foam	Class B Foam Pail	2	Unknown	BU	Unknown	N/A	Unknown	E1612	
Foam	Class A Foam Pail	1	Unknown	BU	Unknown	N/A	Unknown	E1612	
Hand Tools	Aluminum Coal Shovel	2	Unknown	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	Push Broom	1	Unknown	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	Plastic Coal Shovel	1	Unknown	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	Brooms	4	Unknown	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	4ft Pike Pole	1	Unknown	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	6ft Pike Pole	1	Unknown	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	Bolt Cutter	1	Unknown	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	Foam Eductor	1	Unknown	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	Deck Gun Base	1	Akron	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	Pry Axe	1	Unknown	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	3lb Sledge	1	Unknown	EA	Unknown	N/A	Unknown	E1612	
Haz-Mat Equipment	Wood Pipe Plugs	2	Unknown	EA	Unknown	N/A	Unknown	E1612	
Protective Gear	Hearing Protection Muff	1	Unknown	EA	Unknown	N/A	Unknown	E1612	
Nozzles	1.75" Fog Nozzle	1	Elkhart	EA	Chief 4000-17	N/A	Unknown	E1612	
Hand Tools	22D pc Socket/Wrench Kit	1	Craftsman	EA	Unknown	N/A	Unknown	E1612	
Hand Tools	20 pc Standard Hex Set	1	Craftsman	EA	Unknown	N/A	Unknown	E1612	

## ADDENDUM C TO CONSOLIDATION AGREEMENT

### PERSONNEL AND OPERATIONAL COSTS

- A. Village shall reimburse City on a quarterly basis for the equivalent cost of:
- i. Four (4) Captains (pay rate of "Captain" per the labor agreement)
  - ii. Four (4) Engineers (pay rate of "Engineer (after 11 years service)" per the labor agreement)
  - iii. Four (4) Firefighters (pay rate of "Private (after 6 years service) Top Firefighter Rate" per the labor agreement)
  - iv. Four (4) Firefighters (pay rate of "After 2 Years" per the labor agreement)
- B. Personnel costs shall include the following:
- i. Salaries
  - ii. Holiday Pay
  - iii. EMS Licensure Pay
  - iv. Longevity Pay
  - v. Shift Differential
  - vi. EMS Ride Pay
  - vii. Wisconsin Retirement System
  - viii. Medicare
  - ix. Workers Compensation
  - x. General Liability
  - xi. Health Insurance
  - xii. Dental Insurance

- xiii. Life Insurance
- xiv. Clothing Allowance