

**CITY OF JANESVILLE FIRE DEPARTMENT  
And  
MILTON AND MILTON TOWNSHIP FIRE DEPARTMENT COMMISSION  
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 \_\_\_\_ day of \_\_\_\_\_, 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 Milton Township Fire Department, and the Milton and Milton Township Fire Department Commission (respectively “Party” and collectively “Parties”); and

Whereas, this MOU enables each parties 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, the City of Janesville does not assume, and shall not be responsible for, any financial or other liabilities, whether known or unknown, with respect to the Milton and Milton Township Fire Department, or any other person or entity that may currently and/or in the future exist as of the Effective Date of this MOU or of the previous Intergovernmental MOU; and

Whereas, in compliance with the Intergovernmental MOU for Fire Department Shared Services that was entered on February 1, 2017, by and between the City of Janesville and the Milton and Township of Milton Fire Department and its Fire Commission 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.
3. Scope of Work: In concert with the Intergovernmental Agreement Fire Department Shared Services, between the City of Janesville and the Milton and Milton Township Fire Department and its Commission, 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 all Milton and Milton Township Fire Department fire commissioners and City of Janesville City Manager of departmental activities and operations.
9. Funding: 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 shares

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 by all parties can 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 (1<sup>st</sup> installment by April 30 and 2<sup>nd</sup> 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: 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. If the Default is not cured within ninety (90) days or some other resolution is not reached prior to the termination date stated in notice or a consensus for any extension date is not reached, as either the resolution or the extension date are mutually agreed to by the Janesville City Manager in a signed writing, then this MOU shall terminate in accordance with the terms and conditions of this MOU. If the Default is a failure of appropriation or other failure to make available funds or make a payment as required in this MOU or otherwise, the cure period shall be thirty (30) days from the date of written notice from 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 Milton and Milton Township Fire Department reserves and will remain responsible for fire prevention, suppression, and ambulance services within the jurisdictional boundaries of the Milton and Milton Township Fire Department, 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, the Town of Milton, and the Milton and Milton Township Fire Department, as well as fire prevention measures that would protect the lives of Janesville firefighters, the Milton and Milton Township Fire Department, through its Fire Marshal, agrees to cooperate and coordinate with the Janesville Fire Department with respect to fire prevention activities, and 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 Milton and Milton Township Fire Department, its Fire Commission, and Janesville agree that the international fire and building codes for the City of Milton, the Town of Milton, and the Milton and Milton Township Fire Department response shall be compatible. The Milton and Milton Township Fire Department and its Fire Commission jointly and severally agree to and shall, within one (1) year of the Effective Date of this MOU, to 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, the Town of Milton, and the Milton and Milton Township Joint Fire Commission 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 with 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 response area. 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 perform all "cause and origin" fire investigations in the Milton and Milton Township Fire Department response area together with Milton and Milton Township Fire Department staff, consistent with

Janesville's investigative practices and procedures within 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 in the Milton and Milton Township Fire Department response area.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF JANESVILLE

\_\_\_\_\_  
By: Mark A. Freitag, City Manager

\_\_\_\_\_  
By: Randy Banker, Fire Chief

\_\_\_\_\_  
By: Dave Godek, City Clerk-Treasurer

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

MILTON AND MILTON TOWNSHIP FIRE DEPARTMENT, and  
MILTON AND MILTON TOWNSHIP FIRE DEPARTMENT COMMISSION

\_\_\_\_\_  
By: Chairperson

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