

**CODE OF GENERAL ORDINANCES
OF THE
TOWN OF DOTY
OCONTO COUNTY, WISCONSIN**

CHAPTER 11: EMERGENCY SERVICE PROTECTION

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CHAPTER 11: EMERGENCY SERVICE PROTECTION

11.0100 RESERVED

11.0200 RESERVED

11.0300 RESERVED

11.0400 RESERVED

11.0500 FIRE DEPARTMENT ORGANIZATION

11.0501 Goals of Fire Department Program

- A. The primary objective of the fire department program is to serve all citizens, without prejudice or favoritism, by safeguarding, collectively and individually, their lives against the effects of fires, explosions and motorized vehicle incidents.
- B. The second objective of the fire department program is to safeguard the general economy and welfare of the community by preventing major conflagrations and the destruction by fire of residences, farms, businesses, etc.
- C. The third objective of the fire department program is to protect the property of all citizens against the effects of fire and explosions. All property deserves equal protection, regardless of location or monetary value.

11.0502 Fire Department Constitution and By-Laws

The fire department is authorized and directed to adopt a constitution and by-laws for the control, management, government and regulation of its business and proceedings. The fire department constitution and by-laws shall become effective and operative after adoption of a two-thirds (2/3) vote of the members of the fire department. All amendments shall be similarly adopted and approved by the town board.

11.0503 Town Board Authorization

- A. Authorization: The town board shall provide such apparatus and equipment for the use of the fire department as it may deem expedient and necessary to maintain efficiently and to properly protect life and property from fire.
- B. Other use. No apparatus shall be used for any purpose except for firefighting within the town and such townships under contract, or in training therefore, except pursuant to an agreement approved by the town board after the fire chief has given the fire chief's recommendations on such use. With the approval of the fire chief, such apparatus may be used for emergency purposes other than firefighting within or out of the town.

11.0504 Department Organization

- A. The fire department is a department of the town for the prevention and

control of fire.

- B. The fire chief shall be approved by the town board. Upon execution of the oath the fire chief will undertake the duties of office.
- C. The fire chief is granted the power of appointing or by election, the officers of the fire department. The town board is responsible for setting the salary for the fire chief and for setting the fire department budget.
- D. Chain of Command
 - 1. The fire chief shall be responsible for the overall operation and administration of the fire department. The fire chief shall carry out policy set by the town board and shall report directly to the town chairperson or the town chairperson's designee. The fire chief or designee shall report to the town board on matters pertaining to the fire department and personnel.
 - 2. The assistant fire chief is second in command.
 - 3. The captain – third rank of command
 - 4. The lieutenant – fourth rank of command
 - 5. The firefighter is the fifth rank of command.

11.0505 Fire Inspection Duties/Compensation

- A. The fire chief, or the fire chief's designee, shall be the fire inspector of the town, and shall have the power to appoint one or more deputy fire inspectors and shall perform all duties required of the fire inspectors by Wisconsin Statutes and rules of the Wisconsin Department of Safety and Professional Services, particularly Wis. Stats. § 101.14.
- B. The fire inspector pursuant shall have the right and authority to enter any building or upon any premises in the town, at all reasonable hours, for the purpose of making inspections or investigations which, under the provisions of this section, the fire inspector may deem necessary. Should the fire inspector find that any provisions of this code relating to fire hazards and prevention of fires are being violated, or that a fire hazard exists which should be eliminated, it shall be fire inspector's duty to give such directions for the abatement of such conditions as the fire inspector shall deem necessary and, if such directions be not complied with, to report such noncompliance to the town board for further action.
- C. The fire chief or designee is required to inspect all buildings, premises and public thoroughfares, except the interiors of private dwellings, for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire, or any violations of any law or ordinance relating to the fire hazard or to the prevention of fires. Such inspections shall be made at least once in twelve (12) months in all of the territory served by the fire department, or more often as ordered by the fire chief.
- D. Written reports of inspections shall be made and kept on file in the office of

the fire chief in the manner and form required by the Wisconsin Department of Safety and Professional Services. NFPA 1 (Fire Code), NFPA 101 (Life Safety Code) and all other NFPA codes referenced by these documents are hereby adopted as part of this section by reference.

- E. In addition to the requirements of Wis. Stats. § 101.14, the fire department shall provide fire education services.

11.0506 RESERVED

11.0507 Fire Department Service Aid Agreements

Adopt by reference Wis. Stats. §§ 101.575 (6)(b), 101.575 (5), 101.575 (1)(c) any town that contracts for fire protection service shall give dues received under Wis. Stat. § 101.573 and this section to the fire department providing the fire protection service. The fire department shall use those dues for any of the purposes specified in cross reference Wis. Adm. ch. SPS 14.

11.0600 AMBULANCE

11.0601 Intergovernmental Agreement

The town maintains ambulance and emergency medical services with Mountain Ambulance Service per an intergovernmental agreement between the town and the Towns of Mountain and Riverview. The agreement is maintained in separate correspondence.

11.0700 RESERVED

11.0800 RESERVED

11.0900 SERVICE AWARD PROGRAM

11.0901 Purpose

The State of Wisconsin has designed a service award program (“Program”) which allows private vendors to offer plans that provide benefits to volunteer firefighters and emergency medical technicians that render firefighting and emergency medical services to a municipality that participates in the Program. The State of Wisconsin will match the annual contribution made by a municipality choosing to participate in the program on behalf of its volunteer firefighters and emergency medical technicians, up to a statutory maximum per individual. The town wishes to participate in the Program for the benefit of its volunteer firefighters and emergency medical technicians.

11.0902 Participation

The town shall participate in the Program and shall abide by all pertinent statutes, rules, regulations, procedures and other requirements of the Program.

11.0903 Standards

The town shall develop standards for determining the service required of its volunteer firefighters and emergency medical technicians in order to qualify for

annual contribution.

11.0904 Funds

All funds necessary to provide for annual contributions now and in the future under the Program shall be appropriated as determined by the town board.

11.0905 Membership

Firefighters must be active members in good standing.

11.0906 Merit Points

Departments will establish a point system which will be reviewed by the department body and town board periodically.

11.0907 Loss of Membership Classification

Member failure to accumulate required merit points will be eligible for Length of Service contribution.

11.1000 MABAS REFERENCED AGREEMENT

11.1001 Purpose

The Wis. Stats. § 66.0301(2) authorizes any municipality to contract with other municipalities and with federally recognized Indian tribes and bands in this state for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state, as provided in Wis. Stats. § 66.0303(3)(b).

11.1002 Scope

Wis. Stats. § 323.13 provides that the standards for fire, rescue and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response throughout Wisconsin and neighboring states.

- A. The Attorney General of the State of Wisconsin must approve any agreement between a Wisconsin municipality and a municipality of another state, and said agreement was approved by the Attorney General of the State of Wisconsin on December 22, 2000.
- B. Agreement submitted to the governor of the State of Wisconsin for his concurrence, adopted under Wis. Stats. § 66.0303(3)(a) and (b).
- C. Thus intergovernmental cooperation for purposes of public safety and protection should be encouraged and that the Mutual Aid Box Alarm (MABAS) Agreement benefits to county residents by coordinating fire protection and emergency medical services.

11.1100 OCONTO COUNTY MUNICIPAL INTERGOVERNMENTAL FUNCTIONAL COLLABORATION AGREEMENT

11.1101 Purpose

Agreement is to enhance the provisions of fire protection services, rescue, emergency medical or other emergency services in Oconto County. The parties acknowledge that greater protection can be secured through their joint and mutual cooperation.

11.1102 Definitions

For the purposes of this agreement, the following terms shall be defined as follows:

- A. "Administrative Services" means those services or activities involved in administering firefighters, rescue or emergency medical services, including but not limited to records, employment issues, and information management
- B. "Agreement", "Master Agreement" and "Master Collaboration Agreement" means this agreement
- C. "Incident Commander" means each party's Incident Commander, from each responding jurisdictional agency or designee
- D. "Official in Charge" means each party's presiding Chief Official (Fire Chief, EMS Service Director, President, Chairman), from each responding jurisdictional agency within Oconto County
- E. "MABAS" or "Mutual Aid Box Alarm System region" means the Wisconsin Emergency Management regional area as identified by the Adjutant General under Wis. Stats. § 166.03(2)6. (b)1.
- F. "Non-recurring" means not occurring or expected to occur on a frequent periodic or scheduled basis
- G. "Operational Services" means those services or activities that are directly related to firefighting, rescue and emergency medical services, including but not limited to suppression, rescue and ambulance services.
- H. "Parties to this Agreement" ("parties") means a unit of local government or including but not limited to a county, city, village, town, Indian tribe or band recognized by the State of Wisconsin, an intergovernmental commission created under Wis. Stats. § 66.0301, a fire company created under Wis. Stats. ch. 213, Police and Fire Fighting Service, Wis. Stats. ch. 256, Emergency Medical Service, and Wis. Stats. ch. 181, Nonstock Corporations, or such entity as is a Party to the regional Mutual Aid Box Alarm System (MABAS) agreement and which has been appropriately authorized by the governing body to enter into this agreement
- I. "Support Services" provided a separate MOU is executed under this Agreement, means those services or activities supporting the firefighting, rescue and emergency medical services, including but not limited to vehicle

mechanics and maintenance, training, education and prevention.

- J. "Training" provided a separate MOU is executed under this Agreement, means the regular and scheduled practice of emergency procedures, tactics or guidelines during non-emergency drills.

11.1103 Authorization

- A. Official in Charge to take all actions lawful and necessary to implement collaboration of operational services
- B. Official in Charge is to enter into negotiations with such other parties to collaborate on opportunities available for ongoing administrative and support functions. Collaborative efforts pertaining to ongoing administrative and ongoing support functions shall be executed as a Memo of Understanding (MOU) between the participating Parties. Such MOU, once approved by the parties thereto in such manner as determined by those parties, shall become addenda to this agreement
- C. No entity may be a party to a MOU without being a party to the agreement. MOU's entered into under this agreement remain in force until they expire as provided in the MOU.
- D. The following activities are hereby expressly authorized under the agreement. However, this agreement is intended to be liberally interpreted to include other services, activities or operations that are currently provided or which may be provided in the future and may be further defined by an accompanying MOU.

11.1104 Personnel and Equipment

Equipment and personnel may be used collaboratively as follows:

Personnel shall remain employees of the respective parties. Personnel shall report for direction and assignment during such function to the Incident Commander or designee in charge of the function. The Incident Commander is authorized to delegate any and all authorities as required to implement the utilization of personnel under this agreement. Equipment shall remain the property of the respective parties.

11.1105 Compensation

Except as provided herein, no compensation or other consideration shall be exchanged between the parties for the use of personnel or equipment of another party for operational and non-recurring administrative and support functions. However, if one party requests the other party enter into an MOU regarding payment of compensation for such personnel or equipment and the other party refuses to do so, the Party seeking the MOU may refuse to provide the requested personnel or equipment. This paragraph is not intended to cover requests for reimbursement for consumables used or reimbursement for damage to equipment. Nothing herein shall operator to bar recovery of funds from any state, private or

federal agency.

11.1106 Insurance Requirements

Each party shall maintain insurance coverage during its participation in this agreement, as follows:

Each party shall procure, at its own expense, Workers Compensation insurance with a reliable insurance company satisfactory to the other participating party covering full statutory liability for injuries sustained by any of the agency or municipal employees under the Workers Compensation Act of the State of Wisconsin, and shall maintain such compensation insurance in full force and effect at all times while this agreement shall remain in force and not fully performed on its part. Public Liability insurance shall be carried. Minimum aggregate and occurrence coverage for the above-designated liabilities shall be as set forth by the respective individuals party(ies) based on what individual level of participatory services, task, or administrative cooperation they choose to participate; or the following minimum coverage, whichever is greater and most inclusive.

- A. Workers Compensation Statutory
- B. Employer's Liability \$500,000 each occurrence
- C. General Liability \$1,000,000 combined single limit
- D. Automobile Liability \$1,000,000 combined single limit

The parties agree to furnish each other as requested with certificates of insurance evidencing above-required coverage before implementing any collaborative relationship. Parties shall give thirty (3) days prior written notice of any proposed change in the provisions of the above-described policies, and immediate notification of any proposed cancellation of any of the above-described policies before the expiration date set forth in the certificate of insurance.

11.1107 Indemnification and Waiver of Claims

Each party agrees to indemnify and hold harmless the other parties from and against any and all liabilities, losses, damages, demands, claims, suits, costs and expenses, including actual legal fees and other expense of litigation (collectively "Losses") for any and all injuries, diseases or death to the Party's employees and for all property damage sustained with regard to claims caused by or resulting from work, cooperative activities, services provided, or administrative decisions related to the cooperative activities undertaken herein except to the extent such Losses are attributable to the willful misconduct or gross negligence of the indemnified party. Nothing in this section or this agreement shall be interpreted to waive or in any manner adversely impact the municipal liability limitations found in Wis. Stats. §893.80 et seq. or the exclusivity provisions of Chapter 102 Wisconsin Statutes.

11.1108 Term of Agreement

The agreement shall not terminate except upon written consent of all parties. Any party wishing to withdraw from the agreement shall provide written notice thereof not less than twelve (12) months from the effective date of the withdrawal or length

of existing MOU, whichever is later.

11.1109 Relationship Among Parties

This agreement has been entered into solely for the benefit of the parties hereto and is not intended to create an interest in any third party.

- A. The parties are independent entities in the performance of this agreement. No party shall act as agent for, or legal partner of, the other party for any purpose whatsoever, and the employees of one party shall not be deemed the employees of the other party. Nothing in this agreement shall be construed to grant either party the right to make commitments of any kind for, or on behalf of, any other party without prior written consent of the other party.
- B. This agreement shall not constitute, create, or in any way be interpreted as an intergovernmental body, commission, joint venture, legal partnership, or formal business organization of any kind. It is recognized by the parties to this agreement that implementation of some aspects of the agreement may require additional MOU's for implementation and no party to this agreement can guarantee that any such MOU will be obtained or will be successful when implemented. Except for the compensation which may be paid to the parties in accordance with any such MOU, each party shall bear all of its own expenses and liabilities incurred in connection with this agreement, including administrative expenses, employees' wages and benefits, defense costs, insurance, workers compensation and all other expenses incidental to the activities envisioned hereunder. This section shall not apply to reimbursement for consumables or reimbursement for damage to equipment or facilities.
- C. No publicity or advertising regarding this agreement shall be released without prior approval of the other parties, which approval shall not be unreasonably withheld.
- D. Parties are required to and shall, at its own cost and expense, apply for and obtain all necessary permits needed for its participation or its sponsorship of activity as may be required and conform strictly to the laws and ordinances in force in the locality where the collaborative effort is conducted including any Wisconsin Department of Natural Resources (DNR) requirements. Additionally, all parties shall each, at all times, be responsible for all safety requirements for the activities undertaken, including Wis. Stats. Sec. 101.055 and Occupational Safety and Health Act (OSHA) requirements. Each party shall remain responsible to provide all general written warnings, notifications and notices required under such laws to its employees.

11.1110 Dispute Resolution

All disputes between any two or more parties arising under this agreement shall be referred to either of the following:

- A. The MABAS Division 137 governing body for resolution whose decision

shall be considered a final administrative decision for purposes of judicial review under Wis. Stats. Sec. 227.52. The By-Laws and Administrative Procedure of Oconto County MABAS #137 as may be amended from time to time are incorporated by reference. A copy of such By-Laws as is current as of the date of this agreement is attached as Exhibit 1.

- B. If required by either party to the dispute, to mediation before a mediator jointly selected by the parties to the dispute. If the parties to the dispute cannot agree on a mediator, each party shall select a mediator and the mediators so selected shall name the mediator (which shall not be of the pool of mediators selected by the parties to the dispute). The cost of the mediation shall be borne by the party requesting mediation unless the terms under which the mediator agrees to be employed require otherwise. All legal procedures remain available to the parties to the dispute should mediation prove unsuccessful.

11.1111 General Provision

- A. All notices, requests, consents and other required communications shall be mailed, first class, postage prepaid, to each party at the address shown below the participant's signature.
- B. This agreement may not be assigned or otherwise transferred by any party, in whole or in part, without the express prior written consent of the other parties. No provisions of this agreement may be waived or modified except by a writing executed by all parties.
- C. IF any term, provision, covenant, or condition of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, it is to that extent deemed omitted and the remainder of this agreement shall continue in full force and effect.
- D. This agreement shall be governed and construed under the laws of the State of Wisconsin.

11.1112 Additions and Amendments

Additions (MOU's) to this agreement shall be attached in an orderly fashion and become part of the agreement as whole. All MOUs shall be agreed to in writing and must specifically spell out whom is included. The parties to each MOU shall provide notice thereof, including notice of any modifications thereof, to each party to this agreement. No amendment to the agreement shall be effective until signed by all parties to the agreement.

11.1113 Agreement Adoption

The original of this agreement together with such MOUs as may become part of this agreement, shall be kept on file in the Oconto County Clerk's Office.

So named Municipal Intergovernmental Functional Collaboration Agreement approved by adopted motion of the Town of Doty, Oconto County at a regular noticed meeting — August 19, 2014.

11.1200 2% DUES

11.1201 Definition

2013-2015 State budget laws, known as 2013 Wis. Act 20, modified the requirements for qualifying 2% dues payment.

- A. Local fire department must be in compliance with Wis. Stats §101.141.
- B. Keep records of fires and submit fire reports to US Fire Administration for inclusion in the National Fire Incident Reporting System.
- C. Local fire department chief and municipal clerk must self-certify with eligibility requirements.

11.1202 Computation

- A. Fire dues fund amount is subject to change based upon amount of fire insurance underwritten in Wisconsin in the year.
- B. The percentage each municipality received changes due to relationship between the growth of Local community and the overall growth within the state.
- C. The amount of disbursement is subject to change due to the hold harmless provisions.

11.1203 Hold-Harmless

Hold-Harmless amount based on payment received calendar year 1979. Hold-Harmless insures each municipality never receives less than the amount received in 1979. For some municipalities the Hold-Harmless amount is higher than the current calculation and for some it is lower.

11.1204 Calculation

- A. Divide municipal equalized valuation of real estate improvements by the total state equalized Valuation of real estate improvements.
- B. Multiply the municipal percentage times the amount of funding available for distribution. Resulting number is current fire dues amount.
- C. Compare 1979 hold-harmless base of municipality. The larger of the two numbers is the current Fire Dues payment for the municipality.

11.1300 NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

11.1301 Purpose

The President in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for Federal, State, Local and Tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity.

11.1302 Scope

The collective input and guidance from all Federal, State, Local and Tribal homeland security partners has been, and will continue to be, vital to the development of effective implementation and utilization of comprehensive NIMS. It is necessary and desirable that all Federal, State, Local and Tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management.

11.1303 Standards

To facilitate the most efficient and effective incident management it is critical that Federal, State, Local and Tribal organizations utilize standardized terminology, standardized organization structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualifications standards, uniform standards of planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters.

The NIMS standardized procedure for managing personnel, communications, facilities and resources will improve the town's ability to utilize funding to enhance local and state agency readiness, maintain first responder safety and streamline incident management processes.

The Incident Command System components of NIMS are already an integral part of various incident management activities through the state, including current emergency management training programs; and the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System.

11.1304 Levels

- A. ICS-100 Introduction to ICS: required for elected or appointed officials, emergency service firefighters, law enforcement, public works personnel.
- B. ICS-200 Initial Action Incident: required municipal & emergency management as determined by municipality.
- C. ICS-400 required of fire chief and department heads and command staff.
- D. ICS-402 required for executives.
- E. ICS-700 National Incident management System Introduction: required for

elected or appointed officials, emergency service, firefighters, public works personnel.

- F. ICS-800 Personnel whose primary responsibility is emergency management training.

11.1400 NICOLET FIRE DISTRICT

11.1401 Membership

The town is a charter member of the Nicolet Fire District. The agreement is maintained separately with the town clerk-treasurer.

11.1500 RESERVED

11.1600 RESERVED

11.1700 RESERVED