



Neenah-Menasha Fire Rescue

AGENDA

Neenah-Menasha Fire Rescue Joint Finance & Personnel Committee
March 22, 2022 – 5:30 p.m.
City of Neenah – Hauser Room

- I. Attendance
- II. Public Forum
- III. Approval of Minutes:
 - a. February 22, 2022 (attached)
- IV. Activity & Automatic/Mutual Aid Reports (attached)
 - a. February 2022
- V. Consideration and Action of Agreement for Urban Search and Rescue Emergency Services between the State of Wisconsin and the City of Neenah and City of Menasha (attached)
- VI. Consideration and action to of hiring a firefighter (attached)

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Menasha will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call **Tara Ellis 886-6200**, tellis@nmfire.org or the **City's ADA Coordinator at (920) 967-3608** or e-mail awestbrook@ci.neenah.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.

NMFR Joint Finance & Personnel Committee Meeting Minutes
February 22, 2022 – 5:30 p.m.
City Hall – Menasha

Present: Ald. Borchardt, Sevenich, Grade, Ropella and Boyette

Excused: Ald. Stevenson

Also Present: Chief Kloehn, Finance Mngr Pearson

Public: None

Ald. Sevenich called the meeting to order at 5:33 p.m.

Public Forum: No members of the public chose to speak.

Approval of Minutes: The Committee reviewed the January 25th, 2022 meeting minutes. **MSC Grade/Borchardt to approve the January 25th, 2022 meeting minutes and place on file, all voting aye.**

Activity and Automatic Aid Reports: The Committee reviewed the January 2022 year-to-date activity and mutual aid reports. **MSC Grade/Ropella to approve the January 2022 activity and mutual aid reports and place on file, all voting aye.** Chief Kloehn noted that our call volume for the month of January had increased from last year at the same time. Discussion on the amount of ice rescue calls that NMFR responded to during Battle on Bago fishing tournament. Ald. Grade had asked about charging a fee to the people who were rescued since we had to call in overtime to staff a station while the crew was out for 6 hours performing rescues. Ald. Sevenich and Ropella agreed; this has been talked about for years but how do we go about implementing? Chief Kloehn said that he will be meeting with the Winnebago County Sheriff's Department on February 24, 2022 to have an incident action review with all responding agencies.

Automatic Aid Review of Contract: Chief Kloehn discussed the automatic aid agreement between City of Appleton and NMFR. Winnebago County and Outagamie County have fixed the CAD system to allow both agencies to begin automatic aid. Chief Kloehn explained that the only difference is that Appleton Fire Department is all EMT's and will be going to a Paramedic service soon. Because NMFR is at an EMR advanced level service, automatic aid for EMS has been removed from the contract and the automatic aid contract will be for structure fires and major incidents on Hwy 441. If for some reason AFD is busy with calls, they will call NMFR for EMS services. **Ald. Boyette/Ropella recommends the City of Menasha and the City of Neenah Common Councils approve the updated and amended automatic aid agreement between the Appleton Fire Department and Neenah-Menasha Fire Rescue, all voting aye.**

Carry Forward Request for 2021 Operating Funds for Engine 32: Chief Kloehn discussed the repair issues with Engine 31. Engine 31 is our oldest truck in the fleet and has the TAK 4 suspension issue. Besides being worn, we have some issues with it being corroded in spots. Chief Kloehn explained that we have removed the TAK 4 suspension feature in our last two apparatus and the new engine we just ordered. **Ald. Borchardt/Boyette recommends the City of Neenah and City of Menasha Common Councils to approve the repair of Engine 31's TAK 4 system for a cost not to exceed \$16,517.00 with funding coming from the maintenance of motor vehicle budget that is within the operating budget, all voting aye.**

Neenah - Menasha Fire Rescue

Incident Type Period Comparisons

Alarm Date Between {02/01/2022} and {02/28/2022}

Incident Type	02/01/2022	02/01/2021	02/01/2020	02/01/2019
	to	to	to	to
	02/28/2022	02/28/2021	02/28/2020	02/28/2019
	3	0	0	0
111 Building fire	1	1	4	4
113 Cooking fire, confined to container	1	1	0	0
114 Chimney or flue fire, confined to chimney or	0	0	1	0
117 Commercial Compactor fire, confined to rubbish	1	0	0	0
1181Materials on stove top	2	0	0	0
131 Passenger vehicle fire	1	1	1	3
132 Road freight or transport vehicle fire	0	0	1	1
160 Special outside fire, Other	0	1	0	0
162 Outside equipment fire	0	1	0	0
300 Rescue, EMS incident, other	0	0	1	0
311 Medical assist, assist EMS crew	154	117	137	119
311AMedical assist, assist EMS crew, Advanced Skills	19	8	10	13
320 Emergency medical service, other	4	5	1	1
321 EMS call, excluding vehicle accident with injury	1	0	1	0
322 Motor vehicle accident with injuries	1	0	2	1
324 Motor Vehicle Accident with no injuries	0	2	1	0
331 Lock-in (if lock out , use 511)	0	0	0	1
341 Search for person on land	0	1	0	0
342 Search for person in water	0	0	0	1
352 Extrication of victim(s) from vehicle	1	0	0	1
353 Removal of victim(s) from stalled elevator	1	0	0	0
360AWater & ice-related rescue, no rescue	1	1	0	0
362 Ice rescue	8	2	0	1
381 Rescue or EMS standby	0	0	0	1
411 Gasoline or other flammable liquid spill	0	0	2	1
412 Gas leak (natural gas or LPG)	0	1	1	2
413 Oil or other combustible liquid spill	0	1	1	0
424 Carbon monoxide incident	5	3	1	3
440 Electrical wiring/equipment problem, Other	2	0	0	0
441 Heat from short circuit (wiring), defective/worn	0	0	0	1
442 Overheated motor	0	0	0	1
444 Power line down	0	1	2	2
445 Arcing, shorted electrical equipment	1	1	0	1
463 Vehicle accident, general cleanup	2	1	1	1
500 Service Call, other	0	1	0	0
510 Person in distress, Other	1	0	0	1
511 Lock-out	4	1	6	0
512 Ring or jewelry removal	1	0	0	0
520 Water problem, Other	1	0	0	0
522 Water or steam leak	1	0	0	2
531 Smoke or odor removal	3	1	0	1
5311Smoke or odor investigation	4	5	8	14

Neenah - Menasha Fire Rescue

Incident Type Period Comparisons

Alarm Date Between {02/01/2022} and {02/28/2022}

Incident Type	02/01/2022	02/01/2021	02/01/2020	02/01/2019
	to 02/28/2022	to 02/28/2021	to 02/28/2020	to 02/28/2019
550 Public service assistance, Other	0	1	2	1
551 Assist police or other governmental agency	1	0	2	0
553 Public service	0	3	1	1
554 Assist invalid	0	0	1	0
600 Good intent call, Other	1	1	0	2
611 Dispatched & cancelled en route	1	3	3	2
622 No Incident found on arrival at dispatch address	0	0	0	2
650 Steam, Other gas mistaken for smoke, Other	0	0	1	0
651 Smoke scare, odor of smoke	0	1	0	1
652 Steam, vapor, fog or dust thought to be smoke	0	1	0	0
700 False alarm or false call, Other	4	2	0	2
730MSystem Malfunction Due to Mechanical Damage	0	1	0	0
731 Sprinkler activation due to malfunction	0	3	0	3
733 Smoke detector activation due to malfunction	0	2	0	3
734 Heat detector activation due to malfunction	0	1	1	0
735 Alarm system sounded due to malfunction	1	1	4	1
736 CO detector activation due to malfunction	2	0	2	0
740 Unintentional transmission of alarm, Other	1	0	1	1
741 Sprinkler activation, no fire - unintentional	0	1	0	2
742 Extinguishing system activation	0	0	1	0
743 Smoke detector activation, no fire -	1	4	2	3
744 Detector activation, no fire - unintentional	0	4	0	1
745 Alarm system activation, no fire - unintentional	2	6	1	3
746 Carbon monoxide detector activation, no CO	0	4	5	13
900 Special type of incident, Other	1	0	0	0
Totals	<u>239</u>	<u>196</u>	<u>209</u>	<u>218</u>

Neenah Menasha Fire Rescue

Aid Responses by Department Report

Alarm Date Between {02/01/2022} And {02/28/2022}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
44020 City of Appleton FDID 44020							
22-0000375	02/12/2022	2 Automatic aid received	#Personnel	0	0	0	0
		Response Time: 00:05:52	#Apparatus	0	0	0	0
22-0000446	02/21/2022	4 Automatic aid given	#Personnel	3	0	0	0
		Response Time: 00:07:40	#Apparatus	1	0	0	0
Subtotal Responses: 2		Average Response Time for Dept:				00:06:46	

70030 City of Oshkosh FDID 70030							
22-0000416	02/18/2022	2 Automatic aid received	#Personnel	0	0	0	0
Their Inci	22-401	Response Time: 00:07:06	#Apparatus	0	0	0	0
22-0000422	02/18/2022	4 Automatic aid given	#Personnel	0	0	0	0
		Response Time: 00:18:00	#Apparatus	0	0	0	0
22-0000427	02/19/2022	3 Mutual aid given	#Personnel	0	0	0	0
Their Inci	22-400	Response Time: 548:28:04	#Apparatus	0	0	0	0
22-0000429	02/19/2022	3 Mutual aid given	#Personnel	0	0	0	0
Their Inci	22-001410	Response Time: 00:00:00	#Apparatus	0	0	0	0
Subtotal Responses: 4		Average Response Time for Dept:				140:51:01	

70050 Town of Oshkosh FDID 70050							
22-0000310	02/04/2022	3 Mutual aid given	#Personnel	0	0	4	0
Their Inci	22-0025	Response Time: 00:11:44	#Apparatus	0	0	2	0
Subtotal Responses: 1		Average Response Time for Dept:				00:11:44	

70110 Town of Neenah FDID 70110							
22-0000419	02/18/2022	3 Mutual aid given	#Personnel	0	0	0	0
Their Inci	22-00021	Response Time: 00:08:43	#Apparatus	0	0	0	0
22-0000421	02/18/2022	3 Mutual aid given	#Personnel	0	0	0	0
Their Inci	22-00022	Response Time: 00:19:49	#Apparatus	0	0	0	0
Subtotal Responses: 2		Average Response Time for Dept:				00:14:16	

70120 Winneconne Poygan Fire District FDID 70120							
22-0000423	02/18/2022	3 Mutual aid given	#Personnel	0	0	0	0
Their Inci	22-0073	Response Time: 00:02:19	#Apparatus	0	0	0	0

Response time calculated from time notified to arrival.

Neenah Menasha Fire Rescue

Aid Responses by Department Report

Alarm Date Between {02/01/2022} And {02/28/2022}

Incident	Notified	Type of Aid	Fire	EMS	Resc	Other
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70120 Winneconne Poygan Fire District FDID 70120

Subtotal Responses: 1 Average Response Time for Dept: 00:02:19

70140 Town of Vinland FDID 70140

22-0000432	02/19/2022	3 Mutual aid given	#Personnel	0	0	0	0
Their Inci	22	Response Time: 00:00:00	#Apparatus	0	0	0	0

Subtotal Responses: 1 Average Response Time for Dept: 00:00:00

Response time calculated from time notified to arrival.



Memorandum

TO: NMFR Joint Finance & Personnel

FROM: Chief Kevin Kloehn

DATE: March 15, 2022

RE: Special Operations Task Force Agreement

I've attached an updated contract for your review between the State of Wisconsin and both of our Cities. In the past, we have had a contract with the State of Wisconsin for Special Operation. This contract expired three years ago. During that time, the State was working on what the task force would look like, how it would be staffed, reimbursements, funding, etc. Concerns were brought forward by departments on timely reimbursement for call-ups, training requirements, training reimbursement and how our employees are covered if they are injured during a call-up.

Last fall, the State passed legislation to continue with the task force and addressed concerns brought forth by the departments. Changes include:

- If a department's members are called up for an emergency reimbursement will be based on the department's actual cost versus a set reimbursement rate. Payment will be made within 60 days waiting for the State to receive their payment for the services.
- Employees will be covered under the State's worker's compensation carrier for any injuries occurred.
- Reimbursement for training will be made on a quarterly basis versus waiting for funding.

At this time, both City attorneys are reviewing the contract.

I am asking for consideration and action to recommend both common councils approve Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin from April 1, 2022 through June 30, 2024 pending final approval by both City Attorneys.

If you have any questions, please feel free to call me at 886-6201.

Thank you for your consideration.

KK/te



**AGREEMENT FOR URBAN
SEARCH AND RESCUE EMERGENCY
RESPONSE SERVICES**

April 1, 2022, through June 30, 2024

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

City of Neenah and City of Menasha

- 2.6 "Incident" means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks, wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.
- 2.7 "Local Agency," pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.
- 2.8 "REACT Center" means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.
- 2.9 "Services" means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.
- 2.10 "US&R" means urban search and rescue, which involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. US&R is considered an all-hazards discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.
- 2.11 "WI-TF1" means the all-hazards US&R team authorized by Wis. Stat. § 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function mission, including a Type 1 US&R task force, Type 3 US&R task force or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. See Wis. Stat. § 323.72(7).

3.0 Participating Agency Obligations:

- 3.1. Recognizing that many of Participating Agency's employees who are potential candidates for appointment to WI-TF1 may not have all required training as of the date this Agreement begins, the Parties agree to proceed as follows within 90 days after the Agreement begins.

- 3.5 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is not entitled to reimbursement by the Division for such response costs and that the Division will not supply equipment or vehicles for such responses.
- 3.6 Participating Agency shall comply with all requirements of any grants which provide funding for WI-TF1.
- 3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.
- 3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force.

4.0 Required Training and Exercises:

- 4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall be a minimum of eighteen (18) hours per WI-TF1 member per year. Additional specialty training may be made available at REACT upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.
- 4.2 Non-Duty Status: All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency.
- 4.3 Training and Exercise Schedule: To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of twelve months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notification of Participating Agencies. The Division will provide as much advanced notice of any changes as possible.

5.0 Response Procedures and Limitations:

- 5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local fire response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local fire response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.

- 9.2.1 Reimbursement for use of Vehicle(s) and Apparatus: Participating Agency shall be reimbursed for the approved use of its vehicles and equipment in providing Services at FEMA-established rates.
 - 9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at \$55.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal.
 - 9.2.3 Backfill expenses: Participating Agency's reasonable personnel expenses incurred to cover the duties of employees deployed to provide Services as part of WI-TF1 are reimbursable at the Participating Agency's actual cost.
 - 9.2.4 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures it deems to be unreasonable or unjustifiable.
- 9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.

10.0 Payment for Training and Exercise Costs:

- 10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of \$55 per hour per appointed employee consistent with the Attendance Policy.
- 10.2 Such payment will be made on a quarterly basis as determined by reference to the state's fiscal year. For example, the first quarter will be from July 1 through September 30 and so forth.
- 10.3 The Division will not pay for Participating Agency's personnel backfill expenses to cover team members who are traveling to and from or participating in training or exercises.

11.0 Reimbursement of Increased Duty Disability Costs:

- 11.1 The Division shall reimburse Participating Agency for costs incurred by Participating Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.
- 11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums

Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to providing Services. Operations also include training activities provided under this Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.

16.2 Civil liability exemption; regional emergency response teams and their sponsoring agencies:

Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services.

16.3 Participating Agency Indemnification of State:

When acting as other than an agent of the State of Wisconsin under this Agreement, and when using the State's or Division's vehicles or equipment, Participating Agency shall indemnify, defend and hold harmless the State, which includes the Department, the Division and all state agencies, and its officers, officials, agents, employees, and members from all claims, suits or actions of any nature, including actions for attorneys' fees, arising out of the activities or omissions of Participating Agency, its officers, officials, subcontractors, agents or employees.

17.0 Insurance Obligations:

17.1 Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.

17.2 Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

18.0 Standard Terms and Conditions: The Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

19.0 Miscellaneous

19.1 Disclosure of Independence and Relationship: Participating Agency certifies that no relationship exists between it, the State of Wisconsin or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be averse to the interest of the State.

notice to the other Party.

19.7.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:

19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.

19.7.2.2.2 Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

19.7.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.

19.7.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.

19.7.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.

19.8 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.

19.9 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.

19.10 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.

other right, power or remedy created by the Agreement. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided in the written waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

- 19.18 Construction of Agreement: This Agreement is intended to be solely between the Parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

Approving Signatures:

ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION

Dated this ____ day of _____, 2022

Greg Engle, Acting Division Administrator

EXHIBIT A

EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The Participating Agency and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Participating Agency hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

APPLICABLE LAW AND COMPLIANCE: This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

CANCELLATION: The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this Agreement, the Participating Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Participating Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the Participating Agency's becoming declared an "ineligible" Participating Agency, termination of the Agreement, or withholding of payment.



Memorandum

TO: NMFR Joint Finance & Personnel Committee Members

FROM: Kevin Kloehn, Chief

DATE: March 14, 2022

RE: Firefighter Replacement

I have received a resignation from one of our new firefighters and his last day will be March 29, 2022. He has accepted a position in Dubuque, IA which is his hometown and to be closer to his family.

Last month, both councils approved temporarily expanding our table of organization to 64 firefighters to cover a long-term FMLA. An offer of employment was accepted for this position. This employee will start on 4/1/22 and I am proposing he fill the firefighter position the open position. He has already completed our Joint Recruit School in 2021 and can begin 24-hour shifts on April 12th.

I would then move forward with extending an offer of employment to cover the long-term FMLA to someone else on our eligibility list.

I am asking for consideration to recommend both Common Councils approve filling the vacant firefighter position created by Mitch Berendes and move forward with hiring another firefighter to help offset the known overtime that will be incurred due to the current long-term FMLA.

If you have any questions, please feel free to call me at 886-6203. Thank you for your consideration.

KK/te