



Neenah-Menasha Fire Rescue

**Joint
Neenah-Menasha Fire Rescue Joint Personnel & Personnel Committee
and
Neenah-Menasha Joint Fire Commission**

**Tuesday, August 27, 2024 – 4:00 p.m.
Neenah-Menasha Fire Rescue's Training Center
1080 Breezewood Lane, Neenah**

- I. Call to Order and Roll Call
 - a. NMFR Joint Finance & Personnel Committee
 - b. NMFR Joint Fire Commission
- II. Review of NMFR Merger Responsibilities of each individual body
- III. Review of 2025 Strategic Goals and Economic Impact
- IV. Discussion of Administrative Non-Union Job Description and Salary Plan
- V. Action items
 - a. Consideration and Action by NMFR Joint Fire Commission to review the job descriptions and make changes to the educational requirements
 - b. Consideration and Action by NMFR Joint Finance & Personnel to direct staff to complete a comprehensive position classification study for non-union positions
- VI. Adjournment
 - a. NMFR Joint Finance & Personnel Committee
 - b. NMFR Joint Fire Commission

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah and 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) 886-6106** at least 48 hours prior to the scheduled meeting or event to request an accommodation.



CITY OF NEENAH
CITY OF MENASHA



NEENAH - MENASHA FIRE RESCUE MERGER
AGREEMENT

This Agreement is made this 31st day of December 2002, between the City of Neenah (hereinafter "Neenah"), a Wisconsin municipal corporation located in Winnebago County, Wisconsin, and the City of Menasha (hereinafter "Menasha"), a Wisconsin municipal corporation located in Winnebago and Calumet Counties, Wisconsin.

WITNESSETH:

WHEREAS, Neenah and Menasha have studied the feasibility and the merits of merging their respective fire departments and have determined that public safety, economy and efficiency will be enhanced by a merged fire department; and

WHEREAS, Secs. 62.13 and 66.0301, Wis. Stats., and Wisconsin case law authorize municipalities to contract with one another for fire and rescue services; and

WHEREAS, a plan proposing merger and operation of a joint fire department was prepared and presented to each municipality, and Neenah and Menasha have passed resolutions to authorize the merger of the Neenah and Menasha fire departments;

IT IS HEREBY AGREED AS FOLLOWS;

1. MERGER. Neenah and Menasha shall merge their fire departments, and a joint fire department shall provide services for the City of Neenah and the City of Menasha. The merged fire department shall be known as the "Neenah Menasha Fire Rescue" or abbreviated as the "NMFR."

2. COMMENCEMENT. The Neenah and Menasha fire departments shall be merged January 1, 2003. Commencing with the 2003 budget, Neenah and Menasha shall prepare a joint budget as provided herein.

3. JOINT DEPARTMENT ADMINISTRATION.

3.01. *Joint Fire Commission.* Neenah and Menasha shall create a Joint Fire Commission. The commission shall consist of six members with three-year terms; however, the initial terms of the initial appointees shall be one year for two members, two years for two members and the remaining two members for three years, so that the terms are staggered. Neenah and Menasha shall each appoint three members to

the commission, with the initial appointments for each to be of the terms one, two and three years. The appointees shall not be elected officials of the municipalities.

- (A) Power & Authority. The fire commission shall be granted powers to hire, discharge and discipline employees as provided in Secs. 62.13(5) and (6m), Wis. Stats., and shall be responsible for policy and procedures pertaining to promotions and discipline.

3.02. *Budget and Labor Contract Negotiations.* The Neenah Menasha Fire Rescue Joint Finance & Personnel Committee shall consist of six alderpersons, three from Neenah and three from Menasha and shall include the Council Presidents of both cities, the chair of the Neenah Finance & Personnel Committee, the chair of the Menasha Personnel Committee, and two alderpersons at large, one appointed by the Mayor of Neenah from the Neenah Common Council and one appointed by the Mayor of Menasha from the Menasha Common Council. The at-large alderpersons shall be appointed for one-year terms that may be renewed. In the event that the chair of either the Neenah Finance & Personnel Committee or the Menasha Personnel Committee is also the president of the respective council, then the mayor of that city shall appoint one additional at-large alderperson so that at all times each city shall have three representatives to this committee.

- (A) Power & Authority. The oversight of the day-to-day operations & budgetary matters of the Neenah Menasha Fire Rescue shall be conducted by the Joint Fire Finance & Personnel Committee. The Joint Fire Finance & Personnel Committee shall review budgetary issues, labor contracts, position vacancies, proposed new positions, capital outlay items and expenses of \$5000 or more and make recommendations to the Common Councils of the Cities of Neenah and Menasha. The recommendations of the Joint Finance & Personnel Committee shall be acted upon separately by the common councils of both Neenah and Menasha and shall be effective only upon the concurrence of both councils.

3.03. *Legal Status.* For purposes of determining insurance coverage, payroll, auditing and general organizational status, the Neenah Menasha Fire Rescue shall be deemed to be a department of the City of Neenah.

3.04. *Chiefs and Supervisors.* The initial fire chief of the Neenah Menasha Fire Rescue shall be Len Vander Wyst. The initial departmental organization shall be designated in the final report prepared by the Neenah and Menasha Fire Consolidation Committee. A copy of that portion of the Plan is attached as Exhibit A and incorporated hereby by reference as though set forth at length in full herein.

3.05. *Equipment and Supplies.* Neenah and Menasha shall make available to the merged fire department all equipment and assets presently used to provide fire services in each respective community. All non-real estate assets shall become the property of the Neenah Menasha Fire Rescue, regardless of the original source of such assets; and, shall maintain such equipment or assets after December 31, 2002.

The merged fire department budget shall include the cost of any necessary replacement equipment or supplies. Notwithstanding the foregoing, Neenah and Menasha shall retain full ownership of, and responsibility for repair and replacement of fire stations within their respective corporate boundaries.

3.06. *Cooperation and Assistance.* Menasha and Neenah have entered into this Agreement to provide better fire and rescue services to the citizens of both communities; therefore, there shall be full cooperation and assistance from the officers, agents and employees of both Menasha and Neenah.

3.07. *Service.* Services shall be rendered to Menasha and Neenah on a 24-hour basis. Points of service shall be maintained at the fire stations in each municipality and such other locations as the joint fire finance and personnel committee may designate.

4. BUDGET, FUNDING AND ADMINISTRATIVE SERVICES.

4.01. *Budget and Cost Distribution Formula.* Commencing with the 2003 budget, Neenah and Menasha shall prepare a joint budget for the Neenah Menasha Fire Rescue. For the 2003 merged fire department budget, Neenah shall pay sixty-one and seven one hundredths percent (61.07%) of the merged fire department budget, and Menasha shall pay thirty-eight and ninety-three one hundredths percent (38.93%).

(A) For budgets thereafter, the joint finance and personnel committee shall re-evaluate the cost distribution formula based on the following five factors: population; equalized value (with tax increment finance property values and State of Wisconsin owned property subject to a payment for municipal services included); annual fire/rescue service calls; square miles; and square footage of all buildings within each community. Such review shall occur on or before September 1 of each year and shall be based on figures for each factor as of the prior December 31st. Each factor shall be given equal weight in determining the formula. The cost distribution formula determination for 2003 is shown on Exhibit B and demonstrates the mechanism intended for determining the cost formula for future years.

(B) Included within the merged departmental budget shall be amounts to cover the cost of accounting, payroll, and information systems provided to the department by the City of Neenah. For 2003, that amount will be \$8,000 for accounting/payroll services and \$17,000 for information systems. This amount shall be reviewed and adjusted annually based on actual experience of the City of Neenah Finance and Information Services Departments. In addition, there will be a one-time cost to the department for initial setup of all information systems related functions on a time and materials basis at a cost not-to-exceed \$5,000.

(C) All revenues generated by fire department operations shall remain with the community in which said revenues were generated.

4.02. *Administration & Accounting Processes.*

- (A) Neenah shall be responsible for administering and accounting for all funds received and disbursed pursuant to this Agreement. Neenah shall establish a fire services fund (the "Fund") and maintain adequate records to account for the budgeted income and expenditures, pursuant to generally accepted accounting principles consistently applied.
- (B) Neenah shall provide all payroll and information services for the operation of the merged department.
- (C) Each city will be responsible to fund one-twelfth (1/12) of its estimated share of the annual joint Fire Rescue budget in advance on a monthly basis by the first of each month. The joint Fire Rescue fund will earn interest on any cash balance and will be charge interest on any cash deficit remaining at the end of each month at the monthly Local Government Investment Pool (LGIP) rate.
- (D) Neenah is authorized to make all disbursements provided for in the budget.
- (E) The merged department shall be audited as part of the City of Neenah annual audit. Any additional costs associated with the audit related to the operations of the joint Fire Rescue will be billed directly to the department.

4.03. *Late Payments.* In the event Menasha fails to pay Neenah its monthly contribution within fifteen (15) days of its due date, then the amount due shall bear interest at a rate of twelve percent (12%) per annum from the original due date.

4.04. *Pre-merger Liabilities.*

- (A) Each city will transfer to the Fund all fire department accrued hours of comp time, FLSA time, vacation and clothing allowance liability for each city as of December 31, 2002. Each city will fund the actual liability of those hours by December 31, 2002 at 2003 wage rates.
- (B) Each city will fund accumulated sick leave liability for employees in the department who have attained 44 years of age by transferring to the Fund 10% of the wage equivalent of those hours in 2003 wage rates for each year between age 44 and age 53, in accordance with the system set up previously by the City of Menasha.
- (C) Each city shall be separately responsible for funding their respective shares of each city's Prior Period Retirement Liability under the Wisconsin Retirement System.

4.05. *Personnel Files.* All personnel files of department employees shall be maintained by the City of Neenah. Existing employee personnel files of departmental employees held by the City of Menasha shall be transferred to the City of Neenah as soon as practical after January 1, 2003.

5. HOLD HARMLESS AND INDEMNIFICATION. Neenah and Menasha shall obtain liability insurance sufficient to cover the merged fire department for claims of loss or damages which may be occasioned by acts of the merged fire department and funded through the merged department's budget. In the event that liability is incurred for any claim for damages, injury or loss arising out of the operations of the merged fire department for which there is no insurance coverage, either through policy exclusions, under insurance, policy lapse or any other reason, Neenah and Menasha agree to indemnify each other for said uninsured costs and/or damages in accordance with the contribution ratio established pursuant to section 4(B) of this agreement.

6. NON-BUDGETED EXPENDITURES.

6.01. Neenah and Menasha shall have the right to approve any proposed capital expenditures and/or increase in the number of fire personnel not otherwise included in the approved budget. Notice of such proposed and non-budgeted capital expenditures and/or increase in the number of fire personnel shall be given in writing to each municipality. Neenah and Menasha shall then place the expenditure request on the agenda of their next scheduled regular or special meeting of their governing body to approve or disapprove the same in accordance with the Secs. 65.06(6), 60.40(5) and 65.90, Wis. Stats.

6.02. In the event that the joint fire department is overbudget at the end of the calendar year, each community shall fund the deficit in proportion to its share of the department's budget for that year. In the event that the fire department is underbudget for any year, said amounts shall be applied against the subsequent year's budget so as to reduce each City's proportionate share of those future budgets.

7. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on any successors or assigns of the parties.

8. AMENDMENT. This Agreement may be amended from time to time by approval of Neenah and Menasha.

9. SEVERABILITY. In the event any section, subsection, clause, phrase or portion of this agreement is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this agreement.

In witness whereof, this agreement was signed on the date above written.

CITY OF MENASHA

By:


Joseph Laury, Mayor

ATTEST:

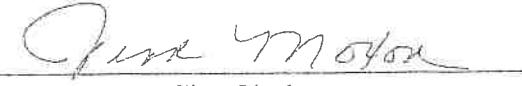

Jean Smogoleski, City Clerk

CITY OF NEENAH

By:


George Scherck, Mayor

ATTEST:


Jean Moxon, City Clerk



CITY OF NEENAH
CITY OF MENASHA



SUPPLEMENTARY AGREEMENT TO
NEENAH-MENASHA FIRE RESCUE MERGER AGREEMENT

This Supplementary Agreement to the Neenah-Menasha Fire Rescue Merger Agreement is made as of this 5th day of October, 2017 between the City of Neenah (hereinafter "Neenah"), a Wisconsin municipal corporation located in Winnebago County, Wisconsin, and the City of Menasha (hereinafter "Menasha"), a Wisconsin municipal corporation located in Winnebago and Calumet Counties, Wisconsin (collectively, Neenah and Menasha referred to hereinafter as the "Cities").

W I T N E S S E T H:

WHEREAS, the Cities, pursuant to Secs. 62.13 and 66.0301, Wis. Stats., entered into an intergovernmental agreement that merged their respective fire departments as the Neenah Menasha Fire Rescue ("NMFR") effective January 1, 2003 (the "Merger Agreement"); and

WHEREAS, the merged department has provided efficient and effective emergency services to the Cities; and

WHEREAS, the Merger Agreement provided for various operational procedures that inhibit the efficient administrative operation of the NMFR; and,

WHEREAS, the Cities wish to enter into this Supplemental Agreement to address changes to operational procedures;

NOW THEREFORE, in consideration of the above recitals, which are contractual, and the mutual promises, covenants, undertakings, and other consideration contained herein, the Cities agree to the following terms and conditions

1. MERGER AGREEMENT. The Cities reaffirm the Merger Agreement and intend to modify it by the specific items listed in this Supplemental Agreement. Items not mentioned or referenced remain unchanged. Section numbers reserved do not imply any change to or repeal of the corresponding section in the Merger Agreement.

2. [RESERVED]

3. JOINT DEPARTMENT ADMINISTRATION.

3.01. *[Reserved.]*

3.02. *NMFR Operational Oversight.* Section 3.02(A) of the Merger Agreement relating to the jurisdiction of the Neenah Menasha Fire Rescue Joint Finance & Personnel Committee is replaced with the following paragraph:

(A) Power & Authority. The oversight of the day-to-day operations & budgetary matters of the Neenah Menasha Fire Rescue shall be conducted by the Joint Fire Finance & Personnel Committee. The Joint Fire Finance & Personnel Committee shall review budgetary issues, labor contracts, position vacancies, proposed new positions, capital outlay items and expenses consistent with financial procedures in place for Neenah departments (currently \$10,000 or more) and make recommendations to the Common Councils of the Cities of Neenah and Menasha. The recommendations of the Joint Finance & Personnel Committee shall be acted upon separately by the common councils of both Neenah and Menasha and shall be effective only upon the concurrence of both councils.

4. BUDGET, FUNDING.

4.01. *Budget Dispute Resolution.* Regarding the development of the joint department annual budget, the Cities agree that the final adopted joint budget shall not exceed the maximum increase permitted for either City to invoke the levy limit exemption permitted for joint fire departments under Wis. Stat. 66.0602(3)(h).

(A) In the event that the Cities' Mayors cannot agree on a final budget, the discussion will be brought back to the NMFR Joint Finance and Personnel Committee to develop a recommendation which will then be given to each of the City Councils.

4.02. *Cost Distribution Formula.* Commencing with the 2018 budget, Neenah and Menasha shall prepare a joint budget for the Neenah Menasha Fire Rescue using the following formula (replacing ¶4.01(A) of the Merger Agreement):

(A) The joint finance and personnel committee shall re-evaluate the cost distribution formula based on the following four factors: population; equalized value (with tax increment finance property values and State of Wisconsin owned property subject to a payment for municipal services included); annual fire/rescue service calls; and square miles. Such review shall occur on or before September 1 of each year and shall be based on figures for each factor as of the prior December 31st. Each factor shall be given equal weight in determining the formula.

In witness whereof, this agreement was signed on the date above written.

CITY OF MENASHA

By: _____

Donald J. Merkes, Mayor

ATTEST:

Deborah A. Galeazzi
Deborah A. Galeazzi, City Clerk

Approved as to form:

Pamela Captain
Pamela Captain, City Attorney

CITY OF NEENAH

By: _____

Dean R. Kaufert, Mayor

ATTEST:

Patricia A. Sturn
Patricia A. Sturn, City Clerk

Approved as to form:

James G. Godlewski
James G. Godlewski, City Attorney



Memorandum

TO: NMFR Joint Finance & Personnel Committee
NMFR Joint Fire Commission

FROM: Travis Teesch, Fire Chief TT

DATE: August 20, 2024

RE: Revisions to Position Description for Chief Officer Ranks

INTRODUCTION

I am writing to recommend a crucial update to the position descriptions for our chief officer ranks. This update involves a reclassification of the position requirements to include a bachelor's degree or equivalent experiences. This recommendation is based on extensive analysis and aligns with the evolving needs of the fire service. Below, I will present the context and rationale for this important change.

CHIEF OFFICER RANKS AND BACHELOR'S DEGREES

Modern fire service demands high levels of strategic thinking, leadership, and technical knowledge. To meet these demands, it is essential that Battalion, Division, Assistant, and Deputy Chiefs possess at minimum a bachelor's degree or the equivalent knowledge and experience. This educational foundation significantly enhances decision-making abilities, leadership skills, and the understanding of complex issues facing the modern fire service.

HISTORICAL CONTEXT OF EDUCATION REQUIREMENTS

Over recent decades, the fire service has transformed from a primarily tactical and reactive organization to one that emphasizes strategic planning, advanced training, and higher education. This shift is driven by increasing complexity in emergency situations, technological advancements, and a greater understanding of fire science and public safety. Modern fire departments are not only involved in fire suppression their responsibilities also include fire prevention, public education, emergency medical services, hazardous materials response, community risk reduction, disaster management, and more! These expanded roles necessitate a higher level of knowledge, skills, and leadership capabilities.

Consequently, there has been a heightened emphasis on higher education for chief-level officers. Many departments now prioritize or require bachelor's or even master's degrees for senior leadership positions. The National Fire Protection Association (NFPA) and The National Fire Academy (NFA) both recommend higher education for chief officers, highlighting the importance of formal education in developing critical thinking, communication, and leadership skills¹. This trend is evident in job postings and promotional criteria nationwide.

LINK BETWEEN FIRE DEPARTMENT ACCREDITATION AND HIGHER EDUCATION

Accreditation for fire departments and higher education for fire officers at the chief rank are both essential elements that significantly contribute to the efficacy, professionalism, and overall quality of fire services. The interplay between these two factors is profound, underscoring the importance of continuous improvement, adherence to best practices, and the development of a well-educated leadership within fire services.

ACCREDITATION AND ITS IMPORTANCE

Fire department accreditation is a comprehensive, self-assessment, and evaluation process that allows an organization to examine its service delivery and performance against recognized standards. This process, often overseen by accrediting bodies such as the Center for Public Safety Excellence (CPSE), aims to ensure that fire departments meet rigorous criteria related to administration, operations, training, and community risk reduction. Accreditation brings several benefits:

Improved Service Delivery: Accredited departments tend to have better-defined policies, procedures, and performance measures, leading to more effective and efficient emergency response.

Accountability and Transparency: The accreditation process fosters a culture of accountability and transparency within the department, improving public trust and confidence.

Continuous Improvement: Accreditation encourages departments to adopt a mindset of continuous improvement, regularly reviewing and updating practices to align with evolving standards and community needs.

Benchmarking and Best Practices: Departments can benchmark their performance against industry standards and share best practices, leading to innovations and improvements in fire service delivery.

HIGHER EDUCATION FOR CHIEF LEVEL OFFICERS

Higher education plays a crucial role in developing the knowledge, skills, and abilities of fire officers, particularly those holding any level of chief rank. Chief officers are responsible for strategic planning, resource management, personnel development, and community

engagement. Higher education equips them with the necessary tools to excel in these areas. The benefits of higher education for chief officers include:

Enhanced Leadership Skills: Advanced education provides chief officers with a deeper understanding of leadership theories, management principles, and organizational behavior, enabling them to lead more effectively.

Strategic Thinking: Higher education fosters critical thinking and problem-solving skills, which are essential for making informed decisions and developing long-term strategies for the department.

Technical Knowledge: Programs focused on fire science, public administration, emergency management, and related fields provide chief officers with specialized knowledge that enhances their technical proficiency.

Communication and Interpersonal Skills: Education in communication, ethics, and public relations helps chief officers build better relationships with their teams, other agencies, and the community.

Adaptability and Innovation: A higher level of education encourages chief officers to stay current with emerging trends, technologies, and best practices, promoting innovation within their departments.

THE SYNERGY BETWEEN ACCREDITATION AND HIGHER EDUCATION

The relationship between higher education and fire department accreditation for chief officers is synergistic. Accreditation standards often emphasize the importance of professional development and higher education for leadership roles within the department. For instance, the CPSE's accreditation criteria include leadership and administrative practices that are enhanced by higher education. Some benefits of accreditation include:

Improved Performance: Accreditation promotes excellence and continuous improvement, ensuring fire departments meet or exceed industry standards.

Enhanced Community Trust: Accredited fire departments demonstrate a commitment to accountability, transparency, and high-quality service, fostering greater trust and confidence within the community.

Risk Reduction: Accreditation helps identify areas for improvement and implement best practices, leading to better risk management and a reduction in fire-related incidents.

Professional Development: The accreditation process encourages ongoing education and professional development for fire department personnel, ensuring they are well-trained and equipped to handle their responsibilities.

Conversely, chief officers with advanced education are better equipped to lead their departments through the accreditation process. They possess the analytical skills, strategic vision, and commitment to excellence required to meet and exceed accreditation standards. Their ability to interpret data, implement best practices, and foster a culture of continuous improvement is crucial in achieving and maintaining accreditation.

Moreover, accredited departments with educated leadership are more likely to attract and retain talented personnel, as they demonstrate a commitment to professional development and organizational excellence. This creates a positive feedback loop, where accreditation and higher education reinforce each other, leading to higher standards of service, improved community safety, and a more professional fire service overall. Some benefits of accreditation include:

CONCLUSION

To align with the evolving educational landscape and uphold the highest standards in the fire service, it is imperative to update the degree requirement for chief officer ranks. This ensures our leadership is well-prepared to meet the challenges and changing demands of today's fire service. Higher education provides a deeper understanding of fire service management and fosters a culture of continuous improvement and professional development within the department. Additionally, it enhances our credibility, performance, and places us on the path toward accreditation.

Furthermore, the relationship between fire department accreditation and higher education for fire officers at the chief rank is a critical link that reflects a commitment to excellence, professionalism, and continuous improvement. Accreditation sets the benchmark for service quality, while higher education provides the knowledge and skills necessary to achieve and maintain these standards. Together, they enhance the effectiveness of fire services, ensuring that departments are well-prepared to meet the challenges of a modern response to any emergency.

In looking at what the current job responsibilities are, and the history of the current compression issue, I met with our Joint Fire Commission to discuss these proposed changes. A conversation ensued on how they have discussed these changes in the past. However, there were a few concerns with making these modifications. One was, will it limit the ability for interested line staff members to apply for these positions if they do not have the qualifications of a bachelor's degree? Second, there is a current compression issue between administrative job positions and the line staff. The base salary of line staff positions is more than the starting pay of some of our administrative positions; without this being fixed, what incentive do line staff members have to get a higher education? Some staff may recognize there are trade-offs between the line schedule versus the administrative schedule. However, is this attractive enough to take a pay cut? In addition, there is a concern regarding attracting outside candidates for these administrative positions. Will we only have people apply, and accept, a position with us to gain experience and then leave to go elsewhere where they can make more money?

At our last Fire Commission Meeting, we discussed this with Director Fairchild and came up with language for educational requirements that will address some of these issues. However, the commission was hesitant on acting upon these changes without the support of our Joint Finance & Personnel Committee to have a comprehensive pay study done that aligns with the changes. The current classification for the non-union administrative positions is within the City of Neenah's salary plan. However, this salary plan is only based on City of Neenah factors. Such as a population of 27,361. It doesn't consider that our department provides coverage to a service area with a population of 45,250.

I am requesting consideration and action from our Fire Commission to review and change the administrative job description educational requirements.

I am requesting consideration and action from our Joint Finance & Personnel Committee to direct staff complete a comprehensive pay study for our non-union administrative positions based upon the factors of service provided by our consolidated fire department and appropriate change made for the 2025 budget.

Thank you for considering this perspective. I look forward to discussing this further and addressing any additional concerns.

i W. C. RIVENBARK, & G.H. McCALL: <https://www.fireengineering.com/firefighting/promoting-higher-education-in-the-fire-service/>
