

**OPERATING AGREEMENT  
of the  
NEW FRANKEN FIRE DEPARTMENT**

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# **OPERATING AGREEMENT of the NEW FRANKEN FIRE DEPARTMENT**

## **Section 1. Formation**

On February 15, 1972 the Town Boards of the Towns of Scott, Humboldt and Green Bay, all of Brown County, Wisconsin, entered into the original agreement creating and establishing a joint fire department. This Agreement restates and supplements that original agreement. In the event of any conflict between a term of this Agreement and any previous written or oral agreement, the parties agree that this Agreement supersedes any prior oral or written agreement, resolution or ordinance containing any conflicting or contrary term or condition. The joint fire department shall henceforth be known as the "New Franken Fire Department" (hereinafter the "Department"). The Department has at all times been and shall remain a joint fire department organized by the member municipalities pursuant to the mandate and authority granted by Section 60.55(1)(a)2 Wis. Stats.

## **Section 2. Purpose**

The purpose of the Department is to provide fire protection for its member municipalities. Its purpose is to preserve and protect lives and property from loss or damage by fire; and to acquire and own fire apparatus for use by the Department in furtherance of those purposes. The Department shall remain an agency of the member municipalities, charged with the responsibility of providing fire protection for the member municipalities. The Department shall provide fire and limited rescue services in the member municipalities and shall both receive and provide such services from and to others outside of the member municipalities only pursuant to the Department's mutual aid agreements. The purpose of the Department includes the promotion, protection and preservation of public safety in the member municipalities through the provision of fire and rescue education, inspection and prevention services.

## **Section 3. Members**

The Town of Green Bay, the Town of Humboldt and the Town of Scott shall henceforth in this Agreement collectively be referred to as the "Members" and individually as a "Member." The change of status from a town to a village shall not affect the membership status of the affected Member; a newly constituted village Member may elect and in such instance shall remain a Member. However, no additional municipality(ies) shall acquire Member status without the prior written unanimous consent of the Members. A Member shall not assign its Member interest without the unanimous consent of the non-assigning Members. Members shall have all duties and privileges of membership and shall each be entitled to one vote on any matter requiring a vote of the Members.

## **Section 4. Authority Retained by the Members/Emergency Action Exception**

The Members hereby reserve the authority to: admit a new Member; amend this Agreement; dissolve the Department and distribute the Department's assets; acquire real estate; make

additions to or remodel the fire station(s) or any improvement(s) or property utilized by the Department at a cost greater than \$25,000.00; and acquire fire trucks, support vehicles and apparatus not financed within the budget approved pursuant to this Agreement, at a cost greater than \$25,000.00 per item. The Members shall exercise such reserved authority only upon unanimous resolution of the Members.

“Emergency” here means circumstances that endanger public health or welfare and require immediate action by the Department. Any and all Emergency action(s) necessary to protect the public health or welfare may, in the first instance, be taken pursuant to resolution of the Fire Commission at a special Fire Commission meeting called by the Fire Commission president or vice president (in the president’s absence). The Emergency meeting of the Fire Commission shall be conducted at a location designated by the Commission president within the boundaries of one of the Members, and upon not less than three (3) hours’ prior notice. Notice of an Emergency Fire Commission meeting shall be delivered by telephone or other available electronic or personal contact means to all Commissioners. Commissioners unable to attend in person may attend by telephone or may grant their proxy to an attending Commissioner. Actions which fall within the authority retained by the Members pursuant to this Section 4, in an Emergency, may first be taken by the Fire Commission pursuant to this provision, provided however all such actions shall thereafter be the subject of a ratification resolution by the Members. Such ratification shall be sought and obtained as soon as the Emergency circumstances reasonably permit.

#### **Section 5. Member Meetings and Actions**

Since there are no regularly scheduled Members meetings, all meetings of the Members shall be special meetings. Special meetings of the Members may be held at the request of any Member. A Member’s meeting request shall be in the form of a written resolution passed by the Member at a duly noticed and conducted town (or village) board meeting. The town clerk of the requesting Member shall certify the requesting Member’s resolution and deliver certified copies of that resolution to the town clerks of the other Members. Delivery shall be by personal delivery or regular mail. The resolution of the requesting Member may call for a meeting and/or may request the approval/disapproval of a particular proposed action. If the resolution of the requesting Member is for a meeting, then a meeting shall be scheduled and held at the New Franken Fire Station as a joint town board meeting of the respective municipalities. Notice of such meeting shall be posted by each Member municipality as a town board meeting notice and a quorum of each Member must be in attendance at any such Members meeting to constitute the quorum necessary to conduct the Members meeting. If the requesting Member is seeking action only, then each Member shall address the requested action by a written town board resolution promulgated by each respective Member at a duly noticed and conducted town board meeting. All responsive resolutions shall be certified by each responding Member’s town clerk and copies of such resolutions shall thereupon be filed with the secretary/treasurer of the Department. For clarification, all Member resolutions shall be certified by the Member’s town clerk and copies of all certified Member resolutions shall be delivered personally by regular mail to the Department’s secretary/treasurer. The secretary/treasurer of the Department shall thereupon deliver a copy of each such resolution to the town clerk of each respective Member by regular mail. Member actions, whether pursuant to a joint meeting or merely the issuance of a separate

resolution by each respective Member, shall only be authorized and enacted if there is unanimity among the resolutions promulgated by each respective Member. Unanimous approval by written resolution of all Members is required as to any action which requires Member approval.

#### **Section 6. Members Equity and Responsibility**

The equity interest of each Member in the assets of the Department is an undivided one-third (1/3) interest. Each Member's responsibility for capital expenditures shall be an equal one-third. Provided however, operating expenses funded pursuant to the Department's annual budget shall be the responsibility of each Member in proportion to the Member municipality's relative equalized assessed value (of real property improvements upon the land contained in each municipality).

#### **Section 7. Non-Budgeted Expenditures/Fire Commission Authority**

Except as to those expenditures requiring the unanimous approval of the Members and except as authority is expressly granted to the Fire Commission herein, the Members by majority resolution 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 which require Member approval shall be given in writing to each Member municipality. Each Member municipality 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 of such expenditure. In the event that the Department is over budget 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 Department is under budget for any year, said amounts shall be applied against the subsequent years' budget so as to reduce each Member's proportionate share of that future budget. The Fire Commission is hereby granted the authority to pass resolutions which: 1) reallocate budgeted funds for either budgeted or non-budgeted purposes; 2) increase a budgeted item or items or add a new budgeted item at any time. No such reallocation, increase or addition shall exceed \$25,000.00 per item. There is no annual cumulative monetary limit to the Fire Commission's authority granted herein.

#### **Section 8. Member Mutual Indemnity for Uninsured Liability**

The Members agree to indemnify each other as to claims for damages, injury or loss arising out of the operations of the Department for which there is no insurance coverage either through insurance policy exclusions, underinsurance, policy lapse, or any other reason. In any such event, each Member shall be responsible for and pay an undivided one-third of any such liability.

#### **Section 9. Withdrawal of a Member**

The withdrawal of a Member will not entitle the withdrawing Member to an immediate distribution in redemption of the Member's equity interest. There shall be no equity distribution to any Member other than the distribution of all of the Department's assets to all of the Members upon dissolution of the Department pursuant to Section 10.

#### **Section 10. Dissolution of Department**

The Department shall be dissolved upon the approval of a resolution by the Members by unanimous consent. The Department shall not be dissolved upon the occurrence of any other event, including the withdrawal of a Member or Members. So long as there is a single Member willing to continue to be a Member of the Department, the Department shall not be dissolved. A Member may request dissolution of the Department by issuing a meeting request or request for action pursuant to Section 5 of this Agreement. If the Members unanimously agree to dissolve the Department, the Members shall promptly appoint a dissolution committee consisting of the three Fire Commission officers. The dissolution committee shall proceed diligently to wind up the Department's affairs and distribute its assets in accordance with Section 6 of this Agreement. The Department shall not terminate its fire protection services until substitute fire protection services have been secured for the Member communities. All saleable assets of the Department may be sold in connection with any dissolution at public or private sale or at such price and upon such terms as the dissolution committee may deem advisable. A Member or any entity in which a Member is in any way interested may purchase assets at the sale. The dissolution committee may also, in its sole and absolute discretion, distribute the Department's assets in kind based on their fair market value. Upon the dissolution and winding up of the Department, the Department's assets shall be distributed in the following order of priority to the extent available: 1) first to creditors of the Department in satisfaction of any debts and liabilities of the Department (except for loans made by or to Members); and 2) to the Department's Members in accordance with each Member's respective equity interest as set forth in Section 6 of this Agreement. Each Member shall look solely to the Department's assets for all distributions from the Department and shall have no recourse upon dissolution against the dissolution committee, any other Members or any of their affiliates.

#### **Section 11. Amendments to Agreement**

No amendment or modification of this Agreement shall be valid unless made in writing and approved by a unanimous consent resolution of the Members.

#### **Section 12. Creation and Delegation of Authority – New Franken Fire Commission**

All authority not expressly reserved onto the Members in this Agreement is hereby granted to the New Franken Fire Commission. The New Franken Fire Commission shall consist of three officers and six other commissioners. The officers shall be: president, vice president, and secretary/treasurer. The officers shall serve a two-year term and shall be elected at large by majority vote of the Fire Commission, except that one officer position shall at all times be held by a representative of each Member. Each Member shall have an officer representative and two commission members on the New Franken Fire Commission at all times.

#### **Section 13. Appointment of Commission Officers as Attorney-in-Fact**

The Members hereby appoint the Fire Commission president and Fire Commission secretary/treasurer as the Department's true and lawful attorney-in-fact with full authority in the

name of the Department to execute, deliver, file, and record at the appropriate public offices such documents as may be necessary or appropriate to carry out the provisions of this Agreement, including but not limited to all certificates and other instruments necessary to effectuate the purposes of this Agreement. All such documents shall be signed by the Fire Commission president and countersigned by the Fire Commission secretary/treasurer.

#### **Section 14. Fire Commission Meetings**

The Fire Commission shall have quarterly meetings on the third Tuesday of January, April, July and October of each year. Special meetings of the Fire Commission may be called by an officer and shall be conducted at the New Franken Fire Station upon not less than 24-hours' prior notice. Special meeting notice shall be delivered by telephone notification to all officers and commissioners and shall be posted at the town halls of the three Members and at the New Franken Fire Station. All Fire Commission meetings shall be noticed and conducted in accord with Wisconsin Statutes Chapter 19 Subchapter V governing open meetings of governmental bodies.

#### **Section 15. Fire Commission Powers**

Other than the powers expressly reserved by the Members pursuant to this Agreement, all other powers necessary to conduct the normal and usual business of the Department are hereby granted to the Fire Commission. This grant of power includes, but is not limited to the power to: elect Fire Commission officers; appoint fire fighter officers pursuant to the recommendations received from the fire fighters; approve the hire, promotion, compensation, discharge, re-employment and discipline of employees; approve the annual Department budget as received from the budget committee; select accounting, legal, banking, and insurance service vendors for the Department; approve capital outlay items and expenses in excess of the amount(s) budgeted but not in excess of \$25,000.00 per item; obtain and maintain liability and property insurance sufficient to cover the Department's activities and its property; approve mutual aid agreements with other fire departments; determine the Department's document retention policy; determine the Department's fundraising policy; determine the Department's compensation practices; determine the Department's accounting and audit policies; and determine and conduct the ordinary course of the Department's activities.

#### **Section 16. Committees**

The Department shall have a budget committee consisting of four fire fighter officers (chief, assistant chief, captain and lieutenant) and the three Commission officers (president, vice-president and secretary/treasurer). The Department shall have an Occupational Health and Safety Committee as required by Comm. 30. The Commission may create other ad hoc or permanent committees as determined in the Commission's discretion.

#### **Section 17. Fire Fighter Officers**

The employment of any and all fire fighters is subject to approval of the Fire Commission. All fire fighters are eligible to become fire fighter officers. The fire fighter officers shall include:

fire chief, assistant chief, captain, lieutenant, and training officer. All fire fighter officers, except the fire chief, shall be elected by the fire fighters subject to approval of the fire fighter officers and official appointment by the Fire Commission. Fire fighters shall attend the Department's regular meetings on the second and fourth Wednesdays of each month.

The fire chief shall be appointed by the Fire Commission and shall serve a two-year term. The Fire Commission shall conduct regular fire chief performance reviews not less than biannually. The fire chief is responsible for: the general condition and efficient operation of the Department; the training of the fire fighter officers and fire fighters; and the performance of all other duties as determined under the laws of the State of Wisconsin or assigned by the Fire Commission. The fire chief shall make every effort to attend all fires and direct the officers and Members in the performance of their duties. The fire chief shall establish an inspection program to inspect all buildings within the jurisdiction of the Department regularly as required by the laws of the State of Wisconsin. The fire chief shall be responsible to investigate the cause of each fire and in case of suspicion of arson shall summon the appropriate criminal authorities to further investigate. The fire chief is responsible for: planning; directing; coordinating; staffing; enforcement of all guidelines, regulations and Department policies; completion of and forwarding of all required reports; Department relations with the citizens of the municipalities served; all other activities of the Department including its continuous and efficient operation; and such other activities as may be required by the Fire Commission. The fire chief shall develop and maintain a manual of standard operating guidelines for the Department which shall include fire fighter hiring, training, performance, and disciplinary procedures. Such manual shall be published, implemented and amended only with and subject to the approval of the Fire Commission. The fire chief shall be responsible for assigning specific duties to the fire fighter officers which at a minimum shall include the following:

- 1) a fire fighter officer or officers to assist in the preparing of apparatus and equipment after each alarm;
- 2) a fire fighter officer or officers to check that all fire fighters have properly completed their assignments after each alarm;
- 3) a fire fighter officer or officers to assist the fire chief in the maintenance of fire fighter discipline, proper organization and assignment of duties to insure efficient performance of the Department;
- 4) a fire fighter officer or officers responsible to assure that the equipment and supplies are being correctly used and maintained;
- 5) a fire fighter officer to be responsible for creating all Department equipment maintenance records and submitting those to the fire chief for inclusion in the Department's records;
- 6) a fire fighter officer shall be responsible for supply activities at fires and emergency situations;
- 7) a fire fighter officer who shall also be the designated safety officer of the Department and head of the Occupational Health and Safety Committee;
- 8) a fire fighter officer who shall be in charge of the inspection branch of the Department, and in that capacity shall make or cause to be made all inspections required by Wisconsin law, maintain records pertaining to such inspections, and train and verify the training of additional inspectors; and

- 9) a fire fighter officer or officers who shall be authorized by the fire chief to make public statements on behalf of the Department and serve as the Department's public information officer.

The assistant chief of the Department shall be recommended by the fire fighter officers to the Fire Commission, but appointed by the Fire Commission. The assistant chief shall be subject to an annual approval rating by the fire fighters. If the assistant chief's approval rating as determined by the fire fighters is 75% or more then no further action is required. However, if the assistant fire chief's approval rating as determined by the fire fighters is less than 75%, then the assistant fire chief's approval rating shall be presented to the Fire Commission whereupon a hearing shall be conducted and the Fire Commission shall issue a determination as to the cause(s) of the negative approval rating and the assistant chief shall be granted a period of one hundred eighty (180) days to correct the deficiencies that caused the negative approval rating. The assistant chief shall report to the fire chief at fires and emergencies and shall assist the fire chief with the discharge of the fire chief's duties. In the absence of the fire chief, the assistant chief shall be in command of the Department and shall be held responsible for the Department in all respects, with the full powers and responsibilities of the fire chief during all fires and emergencies, training sessions and investigations.

The captain of the Department shall be recommended by the fire fighter officers to the Fire Commission, but appointed by the Fire Commission. The captain shall be the subject of an annual approval rating by the fire fighters and must receive an approval rating of not less than 75%. If the captain's approval rating as determined by the fire fighters is 75% or more then no further action is required. However, if the captain's approval rating as determined by the fire fighters is less than 75%, then the captain's approval rating shall be presented to the Fire Commission whereupon a hearing shall be conducted and the Fire Commission shall issue a determination as to the cause(s) of the negative approval rating and the captain shall be granted a period of one hundred eighty (180) days to correct the deficiencies that caused the negative approval rating. The captain is the third in the chain of command behind the fire chief and assistant fire chief. Thus the captain shall assume the duties of the assistant fire chief in the assistant fire chief's absence, and shall assume the duties of fire chief in the absence of both the assistant fire chief and the fire chief.

The lieutenant of the Department shall be recommended by the officer staff to the Fire Commission, but appointed by the Fire Commission. The lieutenant shall be the subject of an annual approval rating by the fire fighters and must receive an approval rating of not less than 75%. If the lieutenant's approval rating as determined by the fire fighters is 75% or more then no further action is required. However, if the lieutenant's approval rating as determined by the fire fighters is less than 75%, then the lieutenant's approval rating shall be presented to the Fire Commission whereupon a hearing shall be conducted and the Fire Commission shall issue a determination as to the cause(s) of the negative approval rating and the lieutenant shall be granted a period of one hundred eighty (180) days to correct the deficiencies that caused the negative approval rating. The lieutenant's rank is fourth in command behind the fire chief, assistant fire chief, and captain. In the absence of a superior officer, the lieutenant's legal authority and responsibility shall rise to the highest vacant level not occupied by a superior firefighter officer.



The training officer of the Department shall be recommended by the officers' staff to the Fire Commission, but appointed by the Fire Commission. The training officer shall be the subject of an annual approval rating by the fire fighters and must receive an approval rating of not less than 75%. However, if the training officer's approval rating as determined by the fire fighters is less than 75%, then the training officer's approval rating shall be presented to the Fire Commission whereupon a hearing shall be conducted and the Fire Commission shall issue a determination as to the cause(s) of the negative approval rating and the training officer shall be granted a period of one hundred eighty (180) days to correct the deficiencies that caused the negative approval rating. The training officer's rank is fifth in command behind the fire chief, assistant fire chief, captain and lieutenant. In the absence of the superior officer, the training officer's legal authority and responsibility shall rise to the highest vacant level not occupied by a superior fire fighter officer. The training officer shall be responsible for the minimum training requirements of the fire fighters and shall prepare and submit all documentation of said education to the fire chief for inclusion in the Department's records. Under the direction of the fire chief, the training officer shall be responsible for the preparation and procurement of training materials for the education of the fire fighters.

#### **Section 18. Fire Fighters Secretary/Treasurer**

The fire fighters secretary/treasurer shall be elected by the fire fighters subject to approval of the fire fighter officers and official appointment by the Fire Commission. The fire fighters secretary/treasurer shall have the following duties:

- 1) take roll call attendance at all fire fighter meetings and document the same to the fire chief;
- 2) take minutes of all fire fighter meetings and deposit those written minutes into the Department's records as instructed by the fire chief;
- 3) administer any document the Special Non-budgeted Equipment Fund and the Firemen's Benevolent Account, including all receipts and disbursements therefrom;
- 4) handle and document all funds received for deposit into the Special Non-budgeted Equipment Fund and the Firemen's Benevolent Account pursuant to the voucher system set forth in Section 19 herein below; and
- 5) perform such other and further administrative duties as may be assigned by the fire chief.

#### **Section 19. Department Accounts**

The Department shall maintain three separate bank accounts: the Budget Fund; the Special Non-budgeted Equipment Fund; and the Firemen's Benevolent Account. The Budget Fund shall be the depository for the Members' respective annual contributions to the Department's operating budget. The Budget Fund shall be utilized for the expenditures set forth in the adopted annual budget and any non-budget expenditures funded and authorized by the Members. The Budget Fund shall be administered by the Fire Commission's secretary/treasurer. The Budget Fund shall also be utilized as the initial depository account for all receipts, donations and revenues intended for final deposit in the Special Non-budgeted Equipment Fund or the Firemen's Benevolent Account. All amounts received and intended for final deposit in the Special Non-budgeted

Equipment Fund or the Firemen's Benevolent Account shall be documented on a standard voucher form by the fire fighters secretary/treasurer. The voucher form shall list the source(s) of the funds, the nature (cash or check) of the funds, the amount(s) and ultimate account destination of the funds. The voucher form shall require and contain the signatures of both the fire fighters secretary/treasurer and the Fire Commission's secretary/treasurer. A copy of the fully signed voucher shall be retained by each secretary/treasurer for their respective records. The Fire Commission's secretary/treasurer shall deposit all funds received from the fire fighters secretary/treasurer into the Budget Fund. Every month, the Fire Commission's secretary/treasurer shall issue checks made payable to the Special Non-budgeted Equipment Fund or the Firemen's Benevolent Account for all available funds in the amount(s) designated on the correlative voucher(s) and deliver those checks to the fire fighters secretary/treasurer for deposit in those respective accounts. The term "available funds" here means only those funds attributable to bank-cleared checks.

The Special Non-budgeted Equipment Fund shall be the depository for the proceeds from the Department-sponsored annual walk/run and other community donations and contributions designated for that fund. Each year, the Fire Commission, upon the recommendation of the firemen, shall approve targeted items of equipment not otherwise accounted for in the budget as the purpose for the Special Non-budgeted Equipment Funds for that year. The Special Non-budgeted Equipment Fund shall be administered by the fire chief or the fire chief's designee. The fire chief shall provide the Fire Commission with a report of all receipts and expenditures from the Special Non-Budgeted Equipment Fund at the Fire Commission's October budget meeting.

The Firemen's Benevolent Account shall be the depository account for proceeds from the annual firemen's smelt fry and other community contributions earmarked by the donor for the Firemen's Benevolent Account. The purpose of the Firemen's Benevolent Account is to provide a wide range of benefits for the fire fighters including but not limited to: family support for fire fighters, memorials, flowers, jackets, hats, shirts, finance for the annual firemen's picnic, etc. The Firemen's Benevolent Account shall be administered by the fire chief or the fire chief's designee. The fire chief shall report all receipts and expenditures from the Firemen's Benevolent Account to the Fire Commission at the Fire Commission's annual October budget meeting.

## **Section 20. Recordkeeping**

All Department records shall be kept upon the premises of the New Franken Fire Station. Department records include but are not limited to: all Commission meeting minutes; all fire fighter meeting minutes; all Member meeting minutes; all Member resolutions; all records required to be kept pursuant to Wisconsin Department of Commerce regulations, including but not limited to records of all work-related injuries and illnesses; all training records; all personnel files; all records regarding the Budget Fund, Special Non-budgeted Equipment Fund, and Firemen's Benevolent Account including but not limited to all revenues and expenditures being set forth therein pursuant to generally accepted accounting principles consistently applied; all insurance policies; and any and all other documents or electronic records containing information regarding Department operations, receipts, expenditures, and policies.

## **Section 21. Fundraising Policy**

Other than the annual Department-sponsored walk/run, smelt fry, water sales and daycare programs, all other fundraising efforts utilizing the trade name or trademark of the Department shall be subject to the recommendation of the fire chief and approval by the Fire Commission. All such approvals shall be in writing signed by the fire chief. The Department will prosecute all unauthorized use of its trade name and/or trademark. Fire fighter officers and fire fighters shall not use the Department's letterhead, trade name or trademark, nor otherwise suggest fire department involvement or influence in any fundraising endeavor without the prior express written consent of the fire chief. The fire chief shall retain a copy of all such written consents granted in the Department records.

## **Section 22. Competitive Bidding Policy**

All contracts for the construction, manufacture, acquisition, repair, remodeling or improvement of any Department building, real or personal property, with an estimated cost greater than \$5,000.00, shall be governed by this policy (and shall hereinafter be referred to as "Department Contract(s)"). A written request for proposals ("RFP") containing the specifications, terms and conditions of the intended Department Contract shall be prepared by the Fire Chief or the Chief's designee. Before any publication or other advertisement of the RFP: 1) if the RFP has an estimated value greater than \$5,000.00 but less than \$25,000.01 then the RFP shall be subject to the approval of the Fire Commission or its designated officer; or 2) if the RFP has an estimated value of \$25,000.01 or more then it shall be subject to approval by resolution of the Members as provided in Section 4 herein above. All RFP's shall be the subject of a published advertisement for bids and may also be disseminated to qualified potential contractors by any other means designed to advertise and encourage competitive bidding for the proposed Department Contract. As to the published advertisement for bids: if the RFP has an estimated value greater than \$5,000.00 but less than \$25,000.01, then a Class I Notice under Chapter 985 Wisconsin Statutes shall be published; and if the RFP has an estimated value of \$25,000.01 or more, then a Class II Notice under Chapter 985 Wisconsin Statutes shall be published. Department Contracts with a value greater than \$5,000.00 but less than \$25,000.01 shall only be awarded by a majority vote of the Fire Commission. Department Contracts having a value of \$25,000.01 or more shall only be awarded pursuant to the Members' resolution required by Section 4 herein above. All Department Contracts shall be let to the lowest responsible bidder. This policy does not govern Department Contracts with a municipality as defined under Section 66.0301 Wisconsin Statutes. This policy is optional with respect to Department Contracts for the repair and construction of Department facilities or personalty when damage or threatened damage to the facility or personalty creates an emergency that endangers the public health or welfare of the towns served by the Department, as declared by resolution of the Fire Commission. This emergency exception no longer applies when the Fire Commission declares that the emergency no longer exists. This policy is optional, in the discretion of the Fire Commission, with respect to a Department Contract if the materials related to the Contract are donated or if the labor that is necessary to execute the public Contract is provided by volunteers.

### **Section 23. Fire Auxiliary**

The fire auxiliary is hereby created as a subunit of the Department. Membership in the fire auxiliary shall be limited to Department fire fighters who are employed part-time on a limited basis by the Department because they are capable of assisting the Department. The fire auxiliary shall consist of no more than seven (7) members. All members of the fire auxiliary shall be appointed by the fire chief subject to the approval of the Fire Commission. To be eligible for membership in the fire auxiliary, the fire fighter shall: (1) have been a fire fighter with the Department for not less than ten (10) years; and (2) shall be an active fire fighter in good standing at the time of appointment. Fire auxiliary members will be compensated for attending meetings and fire calls at a compensation rate which is fifty percent (50%) of the fire fighters' compensation rates. Fire fighter auxiliary member activities shall be principally focused upon non-fire fighting activities. Fire fighting activities assigned to a fire auxiliary member shall be limited to those which are considered light duty in the context of fire fighting such as truck driving, accounting for personnel and others at the scene, traffic control, etc. Exceptions to this light duty policy for fire auxiliary members shall be made only with the express written approval of the fire chief who shall deposit a copy of such express written approval into the records of the Department and a second copy into the records of the Fire Commission. Fire auxiliary members may assist the Department at fire scenes or at the station, only if the fire auxiliary member has been trained and continues to train for the task(s) the fire auxiliary member is undertaking. Fire auxiliary members may also assist the Department with fundraisers and cooking at the station. A fire fighter who is appointed to the fire auxiliary will be entitled to keep his pager and fire fighting gear as a member of the fire auxiliary, but only while an active member of the auxiliary. Fire auxiliary members shall not have any voting rights as to fire fighter officer selections or approval ratings. All fire fighter auxiliary members will be invited to the annual fire fighter appreciation banquet.

### **Section 24. Integration**

This Agreement supersedes all prior oral or written agreements or understandings between the Members to this Agreement regarding the subject matter of this Agreement.

### **Section 25. Binding Provisions**

The agreements and covenants contained in this Agreement inure solely to the benefit of the Member parties to this Agreement. The agreements and covenants contained in this Agreement shall be binding on the successors and assigns of the respective Member parties to this Agreement.

### **Section 26. Applicable Law**

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

### **Section 27. Separability of Provisions**

Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions of this Agreement are determined to be invalid or contrary to any existing or future law, the invalidity shall not affect or impair the operation of those portions of this Agreement that are valid.

### **Section 28. Counterparts**

This Agreement may be executed in counterparts all of which taken together shall constitute the same agreement.

### **Section 29. Role of Counsel Representing the Department**

This Agreement has been drafted by Attorney Steven Evan Gillis as counsel for the Department. Each Member acknowledges and agrees that: 1) although Steven Evan Gillis is the Town Attorney for the Town of Humboldt, Attorney Gillis has not represented the Town of Humboldt in any way in connection with this Agreement, nor has Attorney Gillis represented any other Member in any way in connection with this Agreement; 2) a conflict may exist between a Member's interest and the interests of the Department and the other Members; 3) each Member has been advised by Attorney Gillis that this Agreement can have material consequences for a Member; and 4) each Member has been advised to seek the advice of independent legal counsel and has had the opportunity to do so regarding this Agreement.

In witness whereof, the undersigned have executed this Agreement as of this 15 day of January, 2008.

**Member: Town of Green Bay**

By: Lee DeChamps  
Lee DeChamps, Chairman

By: Cary DeQuaine  
Cary DeQuaine, Supervisor

By: Dianne Jacobs  
Dianne Jacobs, Supervisor

**Member: Town of Humboldt**

By: Norbert Dantin, Jr.  
Norbert Dantin, Jr., Chairman

By: Merlin Vanden Plas  
Merlin Vanden Plas, Supervisor

By: Charles Kartopp  
Charles Kartopp, Supervisor

**Member: Town of Scott**

By: Mike Van Lanen  
Mike VanLanen, Chairman

By: Cyrl Van Laanen  
Cyrl Van Laanen, Supervisor

By: Kenneth Jacobs  
Kenneth Jacobs, Supervisor

By: Colleen Harris  
Colleen Harris, Supervisor

By: Thomas R. DePas  
Thomas DePas, Supervisor

Attest: Donald L. Gibson  
Donald L. Gibson, Clerk