

**FIRE DEPARTMENT CONSOLIDATION AGREEMENT  
CITY OF GREEN BAY AND VILLAGE OF BELLEVUE**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Green Bay (hereinafter “City”), a Wisconsin municipal corporation, and the Village of Bellevue (hereinafter “Village”), a Wisconsin municipal corporation.

**WHEREAS**, the Parties have determined that because of budget and geographical considerations it is important for the two local governmental units to consolidate for the effective and efficient provision of Fire and EMS services; with EMS services beginning no later than January 1, 2022; and

**WHEREAS**, the Wisconsin Statute § 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services; and

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits for fire, emergency medical services, with emergency medical services beginning no later than January 1, 2022, rescue services, and treatment and protection of life and property; and

**NOW THEREFORE**, in consideration of the foregoing recitals, and the covenants contained herein, the parties mutually agree as follows:

**SECTION ONE**

**Purpose**

It is recognized and acknowledged that due to the challenging economic climate and resulting budgetary constraints, in addition to the evolving nature of the provision of fire and

emergency medical services, it is necessary for the parties to consolidate fire departments to operate in a more efficient manner as a savings to the taxpayer.

## **SECTION TWO**

### **Authority**

This Agreement is authorized pursuant to Wisconsin Statute §62.13 and §66.0301. Village hereby delegates all legal authority and jurisdiction to City to act as Green Bay Metro Fire to carry out the terms and conditions of this Agreement in addition to code enforcement, inspections, EMS billing and collections beginning no later than January 1, 2022, emergency management services, and any other fire department operations. Village's delegation is based upon any and all relevant legal provisions and authorities including, but not limited to Chapters 62, 66, 213, 256, Wis. Stats., as well as any relevant Wisconsin Administrative Code provisions, and applicable Village Ordinances. City's Fire Chief is delegated legal authority as Fire Chief for Green Bay Metro Fire and all related duties therein for the term of this Agreement.

## **SECTION THREE**

### **Definitions**

For the purpose of this Agreement, the following terms as used in this Agreement shall be defined as follows:

- A. "City": City of Green Bay, a Wisconsin municipal corporation.
- B. "Village": Village of Bellevue, a Wisconsin municipal corporation.
- C. "City's Fire Chief": A Fire Chief who meets all the qualifications from the City of Green Bay's Job Description for Fire Chief.

- D. “Career Personnel”: Village’s current employees that are career firefighters and/or certified paramedics and are not paid on-call or part time employees.
- E. “Fire Officers”: Employees designated as Captains and/or Lieutenants.
- F. “EMS”: Emergency medical, paramedic or rescue services.
- G. “EMT-B”: Emergency Medical Technician-Basic.
- H. “EMT-P”: Emergency Medical Technician-Paramedic.
- I. “Equipment”: Any vehicle, equipment, or other physical asset used to provide any fire or emergency medical service including any in reserve status.
- J. “Green Bay Metro Fire Department” (GBMFD): The identifying name of the department associated with the consolidation of fire and emergency medical services between the City, Village, and any Additional Party.
- K. “NFIRS”: National Fire Incident Reporting System(s).
- L. “S.O.G.”: Standard Operating Guideline(s).
- M. “P.O.C”: Paid On Call employee.

#### **SECTION FOUR**

##### **Scope of Agreement**

City shall provide Fire and EMS services to Village under this Agreement. The scope of services provided may include, but is not limited to, fire administration, training, inspections, emergency medical services beginning no later than January 1, 2022, fire suppression, hazardous material response, technical rescue, public education, and NIMS-compliant emergency management services and coordination.

#### **SECTION FIVE**

##### **Term of Agreement**

This Agreement shall be for a period of fifteen (15) years and may be terminated pursuant to the terms contained in Section Twenty Six of this Agreement.

## **SECTION SIX**

### **Personnel**

Village's Career Personnel shall become City employees subject to passing the physical exam described below. Village's Career Personnel shall become City employees subject to passing a City background check as described below. Village shall pay an Administrative Fee of two and one-half percent (2.5%) of the total contract on a quarterly basis as payment for the cost of services provided by City's administrative staff.

City shall assume liability for sick leave escrow accumulated by Village's Career Personnel in exchange for compensation in the amount of \$17,144.35. Village shall assume liability for any vacation accrual and Village shall pay out such accrual to Career Personnel after the execution of this Agreement.

In the event that any Career Personnel files a claim for Duty Disability under Chapter 102, Wis. Stats., Worker's Compensation, it will be processed following local policies and resolved through Worker's Compensation law.

Village's Career Personnel shall be required to pass a physical exam equivalent to a new-hire physical exam and shall satisfactorily complete a background check, including criminal, Department of Transportation, credit, educational, and medical licensing for the City prior to becoming a City employee.

The City may enter into an Agreement or MOU with Local 141 that provides Career Personnel with seniority for the purposes of promotions, leave accruals and usage, and any other contractual benefits (See the attached executed agreement dated November 6<sup>th</sup>,2014) (Exhibit 1).

## SECTION SEVEN

### Staffing

#### Year 1 (2021)

City shall staff Village's Fire Station with one (1) Fire Engine with 3 full time personnel per shift (Captain, Engineer, Firefighter), unless exigent or other similar circumstances require an adjustment, in the sole discretion of the Fire Chief. At least one of the personnel assigned shall be at the paramedic level.

#### Year 2 (2022) and Subsequent Years

City shall staff Village's Fire Station with one (1) Fire Engine with 4 full time personnel per shift (Captain, Engineer, 2 Firefighters), unless exigent or other similar circumstances require an adjustment, in the sole discretion of the Fire Chief. At least one of the personnel assigned shall be at the paramedic level, until an ambulance is staffed at the station at 3100 Eaton Road.

#### Future Requirement for an Advanced Life Support Ambulance and Paramedic Personnel

At some point in the future, based upon some or all of the benchmarks listed below, the Village will be required to add an Advanced Life Support Ambulance and Paramedic Personnel. This decision will be based upon some or all of the benchmarks listed below. The GBMFD will make every reasonable effort to keep the Village apprised of these benchmarks in order to facilitate budget projections in order to avoid a sudden, unanticipated increase in the budget requirements.

The purchase of the ambulance will be made by the city. 6 Firefighter/Paramedic positions will be hired by the City in order to staff the ambulance when some or all benchmarks are indicated and the personnel costs for 4 Firefighter/Paramedic personnel shall be paid by the Village and the personnel costs for 2 Firefighter/Paramedic personnel shall be paid by the City.

1. Call Volume – 1600 EMS responses in the Village
2. Unit Responses for Existing Ambulances – 2750 responses achieved by any one GBMFD ambulance
3. Population – Population of the Village reaches 17,000 or greater. The current population will be based on official annual population estimates published by the Wisconsin Department of Administration, Demographic Services Center.
4. Response Time – If GBMFD ambulances are not able to maintain a six (6) minute response time to EMS incidents ninety percent (90%) of the time in any ambulance district, as programmed in to the Brown County Computer Aided Dispatch system, within the municipal borders of the City of Green Bay, Village of Allouez.
5. Other Factors – Factors identified by the Fire Chief that may increase incident volume or increase response times, including but not limited to construction of new target hazard occupancies, additional high incident volume users, and/or service expansion with contributions from another municipality.

The City reserves the right to adjust staffing levels and apparatus placement at all Green Bay Metro Fire Department Stations at the sole discretion of the Fire Chief. The Fire Chief's staffing and apparatus placement decision(s) will be based on NFPA Standard 1710 (2020). Any changes by the Fire Chief shall be preceded by sixty (60) days written notice to the Village Administrator unless such notice is impractical based upon exigent or other similar circumstances.

Any changes made by the Fire Chief that cause the performance measures set forth in Section Eleven not to be met may be subject to the Dispute Resolution process pursuant to Section Eighteen.

## **SECTION EIGHT**

### **Training**

City shall provide EMS training to Career Personnel within the sole discretion of the City, which shall be compliant with state requirements for EMS licensure and City's training programs. City shall provide fire training to Career Personnel compliant with Wisconsin Administrative Code SPS 330. Fire Officers shall be offered training, at a minimum, on a quarterly basis and shall include Officer Development Training and Leadership Education and Development training delivered by the City.

## **SECTION NINE**

### **Vehicles**

The City shall, immediately upon execution of this agreement, take ownership of the following apparatus: Engine 511, Engine 521, Truck 511, Tender 511, Battalion Chief 511, Utility 511, and Utility All Terrain 511. The Village may liquidate, sell, or reallocate all other apparatus not included in this list. The Village shall retain a percentage of the revenues collected from Emergency Medical Responses originating in the Village as set forth in Section 13 and Addendum A beginning on January 1, 2022. City shall perform all routine preventative maintenance,

repair and equipment testing following recognized national standards and industry practices. Such maintenance to follow a schedule as identified within those standards.

### **Equipment**

Village shall transfer ownership of all equipment listed in Addendum B to City and City shall assume all liability concerning this equipment after all equipment is transferred. The equipment includes the inventory list in Addendum B.

## **SECTION TEN**

### **Real Estate/Land**

Village shall retain ownership of the Fire Station located at 3100 Eaton Road. Village shall be responsible for any and all maintenance, repairs, renovations, and utilities for the Station and providing adequate technological infrastructure, including, but not limited to, high-speed internet, for the duration of this Agreement. City shall return a portion of net revenues collected from Emergency Medical Responses originating in the Village pursuant to the schedule set forth in Section 13 and Addendum A. As the building at 3100 Eaton Road is a joint use facility, the area highlighted/designated in Exhibit Two (2) (attached), shall be for the sole use of the GBMFD. The area on the apparatus floor currently designated to the Brown County Sheriff's office shall remain for law enforcement use. If law enforcement use ceases, the area shall revert to the GBMFD. The Fire Chief shall have exclusive authority over the areas designated for the Fire Department.

## **SECTION ELEVEN**

### **Level of Service**

City shall make a good-faith effort to maintain a minimum of the current service level at Village's fire station and integrate City's Fire and EMS services, with EMS Services beginning no



later than January 1,2022. Initial fire response may include additional engines, a ladder, an ambulance, and battalion chief.

The following target response times shall not be binding and shall not be construed to have any effect or waiver of any form of immunity provided by law. Target response times are set forth to demonstrate the intended level of service to be provided to be consistent with the City's good-faith effort:

- A. The target response time for EMS within the Village is eight (8) minutes from the time of dispatch to the arrival of an Advanced Life Support (ALS) unit on 90 % of calls that involved a priority *response* requiring the use of red lights and siren. An ALS unit may be defined as either an ambulance with two EMT-P personnel or an Engine with one EMT-P.
- B. The target response time for NFIRS 100 series fire incidents within the Village is nine (9) minutes from the time of dispatch for the assembly of fifteen firefighters on the scene for responses that involved a priority response requiring the use of red lights and siren. The target response time for the arrival of the first staffed fire engine is five minutes and thirty seconds for responses that involved a priority response requiring the use of red lights and siren.

The City shall report response times to the Village on a quarterly basis. Any report shall provide an explanation and details if a response for an ALS call exceeds ten (10) minutes from the time of dispatch to arrival for responses that involved a priority response requiring the use of red lights and siren. Failure to meet the performance measures set forth in Section Eleven in more than three consecutive quarters may be subject to the Dispute Resolution process pursuant to Section Eighteen.

Village agrees that all resources may be used for all obligations and operations including paramedic intercepts, non-emergency responses, and Mutual Aid Box Alarm System.

City shall manage Fire Prevention within Village's limits. Village shall adopt an ordinance incorporating the use of the International Fire Code that is the same as the City's ordinance.

Village shall delegate its authority for fire inspections, investigations, code enforcement, or any other fire department operations to the City.

## **SECTION TWELVE**

### **Personnel and Operational Costs**

Personnel costs to be paid by the Village are projected and reflected in Addendum C, which is incorporated herein by reference and shall become part of this Agreement.

Operational Costs during the first year of this agreement (2021) will include \$15,000 for apparatus maintenance and \$5000 for station supplies due to the absence of emergency medical services revenue in this year. Additionally, the Village shall pay \$8500 for the lease of the City's Twelve (12) Self Contained Breathing Apparatus that will be assigned to the Bellevue Station. This lease payment will continue through the term of the initial agreement of 15 years.

## **SECTION THIRTEEN**

### **Fire/EMS Revenues**

City shall manage all reporting responsibilities, billing, and collections and retain ambulance service fees, two percent State dues, and State EMS funding. The Village shall retain all revenue derived from the annual fire prevention inspections, fire works permits, and accidents

occurring on all roadways within the Village. The Village shall adopt the current billing schedule that the City uses for emergency medical services in 2022 and subsequent years and agrees to modify or increase the fees as determined by the City on an annual basis. Any new service related revenue generated shall be retained by the City unless agreed to otherwise. The revenues to be generated are projected and reflected in Addendum A, which is incorporated herein by reference and shall become part of this Agreement.

## **SECTION FOURTEEN**

### **Payment**

Village shall pay the City quarterly based upon the terms and conditions of this Agreement. City shall submit invoices to the Village for such quarterly payments which shall be paid within 30 days of receipt.

## **SECTION FIFTEEN**

### **Miscellaneous Conditions**

- A. The name of the consolidated Department shall be the Green Bay Metro Fire Department.
- B. Any vehicles regularly operating out of the Village's Station shall have the Department logo displayed on the apparatus with "Bellevue Station" displayed underneath.

## **SECTION SIXTEEN**

### **Additional Parties**

Any municipality or political subdivision may become an Additional Party to this Agreement at any time upon written consent of the parties and provided that the Additional Party

executes an amendment to this Agreement after obtaining approval from its governing body for this Amendment. Said consent shall not be unreasonably withheld by any party.

In the event the City enters into another Fire Department Consolidation or Services Agreement with another municipality, the terms and conditions of which are more financially favorable than this Agreement, this Agreement will be amended to incorporate those terms and conditions as of the effective date of the other Agreement.

## **SECTION SEVENTEEN**

### **Advisory Group**

An Advisory Group shall be established to receive regular reports and updates as agreed upon by the Fire Chief and Village Administrators regarding operations of the Green Bay Metro Fire Department. The Advisory Group shall be known as the “Green Bay Metro Fire Advisory Group” and shall consist of six (6) members. City and Villages of Allouez and Bellevue shall each appoint two members to serve on the Advisory Group. The Fire Chief or their designee will serve as the liaison to the Group. The Advisory Group is a public group and shall be subject to the Open Meetings law.

## **SECTION EIGHTEEN**

### **Dispute Resolution**

If a dispute arises between the parties concerning any terms or conditions of this Agreement, the following procedure shall be utilized to resolve the dispute:

- Step One: Meeting between Administrator/Chief Elected Official and Fire Chief
- Step Two: Mediation
- Step Three: Arbitration

In the event that Mediation occurs, the parties shall mutually agree upon a Mediator. In the event that arbitration occurs, the arbitration shall result in a hearing before a panel of three individuals, which shall include one arbitrator or independent hearing officer selected by each party and one individual selected by mutual agreement of the parties. Any decision by the arbitration panel shall be legally binding and final. The parties shall split equally the total cost of the arbitrators and each party shall bear their own costs incurred during the dispute resolution process.

## **SECTION NINETEEN**

### **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto.

## **SECTION TWENTY**

### **Validity**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

## **SECTION TWENTY ONE**

### **Notices**

All notices hereunder shall be in writing and shall be served either personally, by registered mail or certified mail to the parties, at such addresses as may be designated from time to time, or to other such addresses as agreed upon.

## **SECTION TWENTY TWO**

### **Governing Law**

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

## **SECTION TWENTY THREE**

### **Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

## **SECTION TWENTY FOUR**

### **Amendments**

This Agreement may only be amended in writing by consent of all the parties hereto.

## **SECTION TWENTY FIVE**

### **Non-Discrimination**

In the performance of the services under this Agreement each party agrees not to discriminate against any employee, applicant, subcontractor or person who offers to subcontract on this contract because of actual or perceived sex, race, religion, creed, color, national origin, ancestry, age,

disability, lawful source of income, marital status, familial status, sexual orientation, gender identity, gender expression, gender non-conformity, transgender status, past or present military service, or status as a victim of domestic abuse, sexual assault, or stalking.

## **SECTION TWENTY SIX**

### **Termination**

This Agreement shall not be terminated at any time during the first four (4) years of the term of the Agreement. Thereafter, this Agreement may be terminated by any party at any time for any reason conditioned upon one (1) year written notice to each party to the Agreement. If the Agreement is terminated after the initial four (4) year period, then there shall be no adjustments concerning any assets or liabilities for either party that is subject to this Agreement.

## **SECTION TWENTY SEVEN**

### **Insurance**

City shall be responsible for maintaining insurance on all vehicles and equipment upon all equipment and vehicles being transferred to City. Village shall be responsible for maintaining insurance for Village's Fire Station. Each party shall name the other party as an Additional Insured under its respective insurance policies.

## **SECTION TWENTY EIGHT**

### **Indemnification**

Village hereby agrees to indemnify and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of

them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Village or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Village shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Village employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Village's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

City of Green Bay hereby agrees to indemnify and hold harmless the Village, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims,



demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of City of Green Bay or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Village, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify and hold harmless the Village, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Village, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

City of Green Bay shall reimburse the Village, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that the City of Green Bay employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be the City of Green Bay's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the Village, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

## **SECTION TWENTY NINE**

### **Reservation of Rights**

Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the parties or their insurers from relying upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, the parties or their insurers shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

**SECTION THIRTY**

**Authority to Execute**

The undersigned unit of local government or public agency hereby has adopted, subscribes to, and approves this Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Agreement has been adopted and approved by ordinance, resolution, or any other manner approved by law, a copy of which document is attached hereto.

**CITY OF GREEN BAY**

ATTEST:

\_\_\_\_\_  
Eric Genrich, Mayor

\_\_\_\_\_  
Kris Teske, Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**VILLAGE OF BELLEVUE**

\_\_\_\_\_  
Steve Soukup, Village President

\_\_\_\_\_  
Karen Simons, Finance/Clerk-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADDENDUM A TO CONSOLIDATION AGREEMENT**

**EMS REVENUES:**

<b>Contract Year</b>	<b>Green Bay % Split</b>	<b>Bellevue % Split</b>
<b>1</b>	0%	0%
<b>2 – 15</b>	85%	15%

\*If a change of circumstances results in GBMFD providing EMS response to the Village prior to January 1, 2022, then the revenue sharing shown here begins immediately on the start date of EMS service.

CONFIDENTIAL DRAFT

## ADDENDUM B TO CONSOLIDATION AGREEMENT

### EQUIPMENT:

- A. Inventory List: TO BE PROVIDED AND INCORPORATED.
- B. Stryker Physio Control Cardiac Monitor: Village shall purchase one (1) Stryker Physio Control LifePak 15 Cardiac Monitor to be placed on the fire engine in order to provide an advanced life support paramedic engine on emergency medical services. Village shall make all defibrillators and cardiac monitors compatible with City equipment and Village shall assume all costs for compatibility.
- C. Self-Contained Breathing Apparatus: Village shall lease twelve (12) MSA self-contained breathing apparatus (SCBA) at Village's expense. The cost shall be \$8500.00 on an annual basis over the term of this agreement. Bellevue's Career Personnel who become employees of the city upon execution of the merger shall be trained and required to demonstrate competency with MSA SCBA prior to implementation. City shall not take ownership of the Village's Scott SCBA's and Village may sell and retain the proceeds of all Scott SCBA's after the execution of this agreement or after January 1, 2021 whichever comes later.
- D. Communication System or Radios: The City shall take possession of all portable, mobile, and base station Motorola radios of the same model currently used by the City to be used with the Brown County 700 MHz public safety communications system. Any costs incurred to enable the Village to communicate on this system including station alerting, shall be at Village's expense.

E. Miscellaneous remaining equipment: Village shall pay for the replacement of any other equipment or physical asset owned by the Village.

CONFIDENTIAL DRAFT

## ADDENDUM C TO CONSOLIDATION AGREEMENT

### PERSONNEL AND OPERATIONAL COSTS:

A. Village shall reimburse City on a quarterly basis for the equivalent cost of:

#### 2021

- i. Three (3) Captains (pay rate of “Captain” per the labor agreement)
- ii. Three (3) Engineers (pay rate of “Engineer (after 11 years service)” per the labor agreement)
- iii. Three (3) Firefighters (pay rate of “Private (after 6 years service) Top Firefighter Rate” per the labor agreement)
- iv. At least one personnel shall be certified at the paramedic level

#### 2022 and Subsequent Years

- v. Three (3) Captains (pay rate of “Captain” per the labor agreement)
- vi. Three (3) Engineers (pay rate of “Engineer (after 11 years service)” per the labor agreement)
- vii. Three (3) Firefighters (pay rate of “Private (after 6 years service) Top Firefighter Rate” per the labor agreement)
- viii. Three (3) Firefighters (pay rate of “After 18 months” per the labor agreement)
- ix. At least one personnel shall be certified at the paramedic level, until an ambulance is staffed at the station at 3100 Eaton Road.

## Future Requirement for an Advanced Life Support Ambulance and Paramedic Personnel

At some point in the future, based upon all or some of the benchmarks listed below, (Refer to Section Seven Staffing) the Village will be required to add an Advanced Life Support Ambulance and Paramedic Personnel. This decision will be based upon some or all of the benchmarks listed below. The GBMFD will make every reasonable effort to keep the Village apprised of these benchmarks in order to facilitate budget projections in order to avoid a sudden, unanticipated increase in the budget requirements. The purchase of the ambulance will be made by the city. 6 Firefighter/Paramedic positions will be hired by the City in order to staff the ambulance when some or all benchmarks are indicated and the personnel costs for 4 Firefighter/Paramedic personnel shall be paid by the Village and the personnel costs for 2 Firefighter/Paramedic personnel shall be paid by the City. All paramedic personnel salaries will be at the Private (after 6 years service) Top Firefighter Rate per the labor agreement plus the paramedic stipend stipulated in the contract.

1. Call Volume – 1600 EMS responses in the Village
2. Unit Responses for Existing Ambulances – 2750 responses achieved by any one GBMFD ambulance
3. Population – Population of the Village reaches 17,000 or greater. The current population will be based on official annual population estimates published by the Wisconsin Department of Administration, Demographic Services Center.
4. Response Time – If GBMFD ambulances are not able to maintain a six (6) minute response time to EMS incidents ninety percent (90%) of the time in any ambulance district, as programmed in to the Brown County Computer Aided Dispatch system, within the municipal border of the City of Green Bay, Village of Allouez.

5. Other Factors – Factors identified by the Fire Chief that may increase incident volume or increase response times, including but not limited to construction of new target hazard occupancies, additional high incident volume users, and/or service expansion with contributions from another municipality.

B. Personnel costs shall include the following:

- i. Salaries and Overtime, with Overtime calculated at 5% of salaries and benefits
- ii. 2.5 % Administrative Fee
- iii. Holiday Pay
- iv. EMS Licensure Pay
- v. Longevity Pay
- vi. Shift Differential
- vii. EMS Ride Pay
- viii. Wisconsin Retirement System
- ix. Medicare
- x. Workers Compensation
- xi. General Liability
- xii. Health Insurance
- xiii. Dental Insurance
- xiv. Life Insurance
- xv. Clothing Allowance



## Exhibit One

### Merger Agreement Between IAFF Local 141 and Bellevue Fire Fighters

Merger Agreement  
Between  
IAFF Local 141 and Bellevue Fire Fighters

We, the undersigned representatives of IAFF Local 141 and Bellevue Fire Fighters (BFF), hereby agree to the following conditions to facilitate a complete merging of the 2 organizations;

Members of BFF understand that upon the effective date of the merger, they will become a part of IAFF Local 141, but they will be treated as a separate bargaining unit.

Any and all monetary assets of BFF shall become the property of IAFF Local 141. Any property (computers, desks, phones, etc.) of BFF shall remain the property of the current members of BFF.

IAFF Local 141 is unaware of any current financial obligations of BFF. Any unforeseen liabilities of BFF from any pre-merger that may arise after the merger shall remain the liability of BFF.

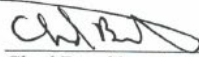
BFF members agree to submit to IAFF Local 141, either through payroll deduction or through personal payment, an amount equal to 1.125% for full-time employees and 9/16% for Paid on call employees of the top City of Green Bay fire fighter pay rate. Payment, if through payroll deduction, shall be on a bi-weekly basis. If through personal payment, payment shall be on a monthly basis payable to the Secretary-Treasurer of IAFF Local 141 by the 15<sup>th</sup> day of the month. Members who become delinquent in their dues payment shall be subject to the provisions of Article XIII of the Constitution and By-Laws of the IAFF.


If the merging parties dissolve at a later date, the Executive Board of IAFF Local 141 shall determine a monetary amount to be granted to those members of BFF to be utilized for the purpose of establishing their own IAFF union.

BFF shall be granted a seat on the Executive Board of IAFF Local 141 for a period of three (3) years. After the initial three (3) year period, any subsequent term on the Executive Board shall be according to the Constitution and By-Laws of Local 141.

Should a future merger take place between the Bellevue Fire Department and the Green Bay Metro Fire Department or one of its subordinate Jurisdictions, seniority dates for those full-time members of the BFD shall be considered as August 7, 2014 the date the IAFF began providing service to them. Paid on call Employees shall retain no seniority in the event of a merger however, they may be considered for part of the hiring pool of a merged department.

Signed and dated this 6 day of November, 2014.

  
Chad Bronkhorst, President  
IAFF L-141

  
David Delleman, Representative  
BFF

# Exhibit Two

## Floor Plan of Designated Fire Department Space

