

**CHAPTER 7: JOINT FIRE AND EMS DEPARTMENT OF THE
VILLAGE OF DARIEN AND TOWN OF DARIEN,
WALWORTH COUNTY, WISCONSIN**

7.01 Title/Purpose.

This chapter is entitled the “Joint Fire and EMS Department of the Village of Darien and Town of Darien, Walworth County, Wisconsin” (hereinafter this “Chapter 7”). The purpose of this Chapter 7 is to create and establish the governance of a joint fire and emergency medical services (hereinafter “EMS”) department between the Village of Darien (hereinafter “Village”) and the Town of Darien (hereinafter “Town”), in furtherance of the public’s health, safety and welfare.

7.02 Creation of Joint Fire and EMS Department.

Pursuant to Wis. Stat. §§ 60.55(1)2., 60.565 and 61.64, there is hereby created a joint fire and EMS department of the Village and the Town (hereinafter “Joint Department”). The Joint Department shall be responsible for the delivery of fire protection, EMS, and related services, including, without limitation, fire inspections and petroleum storage tank inspections, to the service area of the Village and Town, and such other areas designated by contract as approved by the Village and the Town, and shall have such other powers and duties as provided by law.

7.03 Joint Commission of Fire and EMS Commissioners.

A. Pursuant to Wis. Stat. § 61.65(3g), there is hereby created a joint commission of fire and EMS commissioners (hereinafter “Joint Commission”). The Joint Commission shall consist of five citizens (three of whom shall constitute a quorum), and be organized in the same manner as boards of police and fire commissioners under Wis. Stat. § 62.13(1); provided, however, that the initial commissioners shall serve staggered terms as provided herein, and further provided that unless otherwise mutually agreed between the Town and the Village, the Town Chairperson shall appoint two commissioners and the Village President shall appoint two commissioners, and one commissioner shall be chosen by agreement between the Town Chairperson and the Village President. In the event the Town Chairperson and the Village President are unable to so agree within a period of 30 days, within 10 days following the end of such period the Town Chairperson and the Village President shall each submit the name of a proposed commissioner to the Town’s attorney, and Town’s attorney shall thereupon select the commissioner by blind draw.

B. The commissioners appointed by the Town Chairperson shall be citizens of the Town. The commissioners appointed by the Village President shall be citizens of the Village. The commissioner appointed by agreement or blind draw may be a citizen of the Town or Village. No appointment shall be made which will result in more than three members of the Joint Commission belonging to the same political party, and no commissioner may serve on the Town Board of Supervisors (hereinafter “Town Board”),

the Village Board of Trustees (hereinafter "Village Board"), or any other board, committee or commission of the Village or Town, or serve in any capacity in the Joint Department.

C. The initial appointments to the Joint Commission shall serve for the following terms:

<u>Appointment By</u>	<u>Term Expires</u>
Village President	April 30, 2018
Town Chairperson	April 30, 2019
Village President	April 30, 2020
Town Chairperson	April 30, 2021
Agreement or Blind Draw	April 30, 2022

Thereafter, the commissioners shall each serve for staggered five year terms, with appointments to the Joint Commission made annually, between the last Monday of April and the first Monday of May, by the Town Chairperson or the Village President of the municipality who previously made the appointment to the position, or, in the case of the position filled by agreement or blind draw, in a similar manner as appropriate to the situation. All vacancies to the Joint Commission shall likewise be filled by the Town Chairperson or Village President, or by agreement or blind draw, as appropriate to the situation, with the successor commissioner serving the remainder of his or her predecessor's term. Commissioners may be removed from their respective positions on the Joint Commission upon the majority vote of the Village Board and the Town Board.

D. The commissioners, by majority vote, shall annually elect a chairperson and secretary of the Joint Commission, along with such other officers as the commissioners deem necessary for the efficient operation of the Joint Commission, with all such persons exercising the powers customarily vested in their respective offices. Vacancies in any office shall be filled by the majority vote of the commissioners, with the successor officeholder serving the remainder of his or her predecessor's term. In the event the chairperson is unable to attend any meeting of the Joint Commission, the commissioners in attendance shall elect a substitute chairperson for such meeting, by majority vote. Meetings of the Joint Commission shall be held at either the Village Hall or the Town Hall, as designated by the chairperson of the Joint Commission, with proper notice given, and with a record of each proceeding kept, or caused to be kept, by the secretary of the Joint Commission. Commissioners shall be entitled to such compensation as may be approved by the Village Board and the Town Board from time to time, with the cost of such compensation and other expenses of the Joint Commission shared by the Village and Town in the same proportion as the expenses of the Joint Department.

E. In addition to the provisions of this Chapter 7 and all other applicable law, the Joint Commission and Joint Department shall be subject to and operate under the provisions of Wis. Stat. § 62.13(2) through (12), which are incorporated into this Chapter 7 by reference as if fully set forth herein, to the extent such provisions apply to 2nd or 3rd class cities; provided that the optional powers of a Joint Commission listed in Wis. Stat. § 62.13(6) shall apply only if the electors in each municipality approve such powers by

referendum. In applying Wis. Stat. § 62.13, the Village President shall have the powers and duties specified for a city mayor; the Village Clerk shall have the powers and duties specified for a comptroller; the Village Board has the powers and duties specified for a common council; the Village has the powers and duties specified for a city; the Town Chairperson has the powers and duties specified for a city mayor; the Town Clerk has the powers and duties specified for a comptroller; the Town Board has the powers and duties specified for a common council; and, the Town has the powers and duties specified for a city.

7.04 **Fire Chief.**

A. The Joint Commission shall appoint a chief of the Joint Department (hereinafter "Fire Chief"), who shall hold his or her office during good behavior, subject to suspension or removal by the Joint Commission for cause. The Fire Chief shall appoint subordinates, subject to approval by the Joint Commission, and except as otherwise provided herein or pursuant to Wis. Stat. § 62.13, the Fire Chief shall have command and control over all personnel connected with the Joint Department, may organize and supervise the Joint Department, shall establish policies, procedures, and protocols to meet the operational needs of the Joint Department, and shall enforce the same. The Fire Chief shall have control and custody, under the direction of the Village Board and the Town Board, of all motorized vehicles, property, and equipment of the Joint Department. The Fire Chief shall see that all equipment is kept in first class working order. The Fire Chief shall not serve on the Village Board or the Town Board, nor be Chief of Police of the Village or Chief Constable of the Town.

B. The Fire Chief shall maintain an adequate record system for the Joint Department, covering all phases of operation, its equipment, emergency operations, and related matters.

C. The Fire Chief shall make whatever reports shall be required by the Joint Commission, the Village Board and/or the Town Board.

D. Personnel of the Joint Department shall have tours of duty as ordered by the Fire Chief.

E. The Fire Chief shall have the right to appoint auxiliary persons to perform specific tasks to meet the operational needs of the Joint Department, within the budget allotments approved by the Village Board and the Town Board.

7.05 **Treasurer.**

A. The Village Treasurer shall be responsible for the collection and disbursement of all funds of the Joint Department. This shall include, without limitation, billing for fire and EMS calls, pursuant to Section 7.12, below, and invoicing municipalities with which the Joint Department has contracted to provide service.

B. The Village Treasurer shall report all expenses and revenues of the Joint Department to the Village Board and the Town Board on a monthly basis, and prepare a written annual report of all expenses and revenues for each calendar year.

C. The Village Treasurer shall submit to the Village Board and the Town Board such annual report by March 1 of each year.

D. Withdrawals of any Volunteer Funds, as defined in subsection 7.08.A.(2), below, any Municipal Funds, as defined in subsection 7.09.A., below, or from any joint account of the Village and the Town, established pursuant to subsection 7.09.C., shall only be made through instruments signed by both the Village Treasurer and the Town Treasurer, or their respective designees.

7.06 **Annual Budget.**

A. The Village Board and the Town Board shall appropriate funds to provide for the operation of the Joint Department and for such apparatus and equipment for the use of the Joint Department as the Village Board and the Town Board may deem expedient and necessary to maintain efficiency and properly train and equip the Joint Department.

B. Personnel of the Joint Department may receive such compensation as may from time to time be fixed by the Village Board and the Town Board.

C. The Joint Department shall prepare and submit an annual budget to the Village Board and the Town Board for approval prior to the annual adoption of the budgets by the Village and the Town. These budgets shall be on a calendar year basis. The budget will include all revenue sources, including contributions and all expenditures, including any proposed training programs or equipment purchases.

D. The final decision to fund to a given level will be by appropriations by the Village Board and the Town Board as the taxing authorities at either a joint meeting of the Village Board and the Town Board or by separate meetings.

E. Any unanticipated needs during the budget year shall be considered and, if accepted, the budget shall be amended and the necessary appropriations made by the Village Board and the Town Board.

F. The approved budget will permit appropriate personnel of the Joint Department to draw vouchers for expenditure of funds in accordance with the budget.

G. The Village and the Town will share the expenses for the Joint Department by use of a combined formula comparing the percentage of equalized value of improvements only between the Village and the Town and by comparing the percentage of population between the Village and the Town, with said formula being stated as follows:

For each municipality, determine the total equalized value for the year in question and subtract the land value, leaving the equalized value for improvements. Total that and calculate each municipality's percentage thereof. Then calculate the total population for each municipality as of the year in question and calculate the percentage of the total thereof for each municipality. Average each municipality's percentage for improvement and population and that percentage becomes the final figure in determining shared expenses.

7.07 **Assets.**

All assets of the Joint Department shall be titled to and under the ownership of the Village and the Town jointly. In the event this Chapter 7 is rescinded by either the Village or the Town, as provided herein, all assets of the Joint Department shall be then apportioned between and distributed to the Village and the Town in the same percentages as the Village and the Town were sharing the expenses of the Joint Department immediately prior to the time of rescission.

7.08 **Volunteer Funds.**

A. **Definitions.**

(1) "Public Depository" means a federal or state credit union, federal or state savings and loan association, state bank, savings and trust company, federal or state savings bank, or national bank in this state that receives or holds any public deposits or the local government pooled investment fund.

(2) "Volunteer Funds" means funds that are raised by the Joint Department or by donation to the Joint Department for the benefit of the Joint Department.

B. **Accounts.** The Village Treasurer is authorized to deposit Volunteer Funds in an account in the name of the Joint Department in any Public Depository, segregated from all other Village funds. The Fire Chief shall have exclusive control over the expenditure of Volunteer Funds, subject to the provisions of subsection 7.08.C., below, and as otherwise provided in this Chapter 7.

C. **Limitations on Accounts.**

(1) Withdrawals and expenditures of Volunteer Funds from the account described in subsection 7.08.B., above, may not exceed the funds available in the account.

(2) All such withdrawals and expenditures must be promptly reported by the Village Treasurer to the Fire Chief.

(3) Withdrawals and expenditures of Volunteer Funds may only be made for purposes which promote the ability of the Joint Department to provide the services for which it is organized, or in the event the Joint Department accepts any Volunteer Funds in the form of a grant that was earmarked by the grantor or solicited by the Joint Department for a particular purpose, for such particular purpose.

(4) The Village Treasurer shall provide the Village Board and the Town Board with quarterly statements of the Volunteer Funds as of the end of March, June, September, and December of each calendar year. The statements shall be provided within 30 calendar days of the end of the calendar quarter. The statements shall include a detailed itemization of all receipts, expenditures, and the balance on hand at the end of the quarter. The source of all funds and the identity of the payee for each disbursement shall be set forth.

(5) The account described in subsection 7.08.B., above, shall be included in the annual audit of Village funds and shall be audited in the same manner as other Village funds. The result of the audit shall be disclosed to the Village Board and the Town Board.

7.09 **Municipal Funds.**

A. The Village Treasurer shall deposit all Joint Department funds that are not Volunteer Funds (hereinafter "Municipal Funds") into a Joint Department fund, segregated from all other Village funds, for the use of the Joint Department only.

B. All Municipal Funds shall be disbursed pursuant to the annual budget appropriations and other approvals given by the Village Board and the Town Board for expenditures on an annual basis. The approved budget will permit the appropriate Joint Department personnel to draw vouchers of expenditure of funds in accordance with the budget.

C. The Village Board and the Town Board may each establish and maintain a separate account, or together establish and maintain one or more joint accounts, for fire and EMS equipment purchase and replacement, and the funds deposited in any such accounts shall not be used for general operating purposes for the Joint Department or for the Town or the Village.

7.10 **Insurance.**

The Village and the Town will maintain insurance coverage as necessary and determined by the Village Board and the Town Board for the Joint Department as an annual budgeted expense, naming the Village and the Town as additional insureds.

7.11 **Equal Opportunity.**

The Joint Department shall conduct its personnel and other practices in a manner that does not discriminate against any person on the basis of age, race, creed, color, disability, sex, marital status, national origin, ancestry, sexual orientation, arrest or conviction record, subject to Wis. Stat. §§ 111.321, 111.322, and 111.335, or membership in the National Guard, state defense force, or any other reserve component of the military forces of the United States, in violation of Wisconsin's Fair Employment Law or of Title VII of the Civil Rights Act of 1964, as amended, or as otherwise prohibited by law.

7.12 **Fees for Fire and EMS Calls.**

A. The Joint Department shall charge to each owner of all real property involved in a fire, on a joint and several basis, the actual cost to the Joint Department for services rendered for the fire call, plus the actual charge for water usage, or such other charges as may be established by the Fire Chief with the approval of the Village Board and the Town Board; provided, however, that the minimum charge under this section shall be \$100.00.

B. In the event that a call is not made to real estate but is instead made to personal property such as a vehicle, the charges imposed under subsection 7.12.A., above, shall be imposed on all owners of such personal property, on a joint and several basis. This section shall apply regardless of whether a fire is involved or not, and shall specifically include car accidents where the Joint Department is called out, regardless of the presence of fire.

C. The Joint Department shall charge to each individual who receives emergency medical services in accordance with a schedule of charges established by the Fire Chief with the approval of the Village Board and the Town Board.

D. The Village Treasurer shall prepare and send, or cause to be prepared and sent, an invoice detailing such fees, within 10 working days of the date of the fire or EMS call. All such fees shall be paid in full by the responsible party or parties no later than 60 days after the date of the fire or EMS call. Failure to so pay such fees will result in interest being charged at the rate of 1.5% per month from the due date.

E. Collection of fees imposed pursuant to subsections 7.12.A., B. and C., above, may be delegated to a third party agency by contract. In the absence of such a contract, those fees shall be collected using the following procedure:

(1) The Village Treasurer shall send statements detailing the balance due for such fees every 30 days while said fees remain unpaid, unless instructed otherwise by the Fire Chief.

(2) After three such statements are sent, the Village Treasurer shall report the delinquency to the Fire Chief.

(3) After receiving a delinquency report from the Village Treasurer under subsection 7.12.E.(2), above, the Fire Chief shall:

(a) If the outstanding balance is \$500.00 or less, have the authority to do any of the following:

- (i) Write off the balance due;
- (ii) Reduce the balance due;
- (iii) Continue collection efforts under for an additional specified period of time; or
- (iv) Refer the matter to the Village Board and the Town Board.

(b) If the outstanding balance is over \$500.00, refer the matter to the Village Board and the Town Board. The Village Board and the Town Board shall have the authority to do any of the following, by the majority vote of both boards, for any outstanding balance referred under this subsection or subsection 7.12.E.(3)(a)(iv), above:

- (i) Write off the balance due;
- (ii) Reduce the balance due;
- (iii) Continue collection efforts for an additional specified period of time;
- (iv) Contract with a third party to collect the outstanding balance; or
- (v) Hire legal counsel to commence formal collection action.

7.13 **Fire Inspections.**

A. **Fire Inspector.** The Fire Chief shall, by virtue of his office, be fire inspector for the Joint Department (hereinafter "Fire Inspector"). The Fire Inspector shall have the power to appoint one or more deputy fire inspectors from the personnel of the Joint Department (hereinafter "Deputy Fire Inspectors"), who shall perform the same duties and have the same powers as the Fire Inspector.

B. **Inspection of Premises.** The Fire Inspector and his or her duly authorized Deputy Fire Inspectors may enter and inspect any building within the Village and the Town, at any reasonable hour in the performance of their duties under this section.

C. **Duties Generally.** The Fire Inspector shall be responsible for having all public buildings and places of employment within the territory of the Joint Department inspected for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire, or any violations of any law or ordinance relating to fire hazards or to the prevention of fires, and shall perform such other duties as are required by law, ordinance, or by the Village Board and the Town Board.

D. **Inspections.**

(1) **Determination of the Buildings to be Inspected.** The Fire Inspector shall be responsible for determining those public buildings and places of employment that are to be inspected within the Village and the Town.

(2) **Inspection Period.** It shall be the duty of the Fire Inspector to inspect all such buildings and places of employment at least once per calendar year.

(3) **Frequency of Inspections.** Fire inspections of such buildings and places of employment may be made as often as may be deemed necessary by the Fire Inspector under the provisions of applicable state law, for the purpose of ascertaining and causing to be corrected any conditions deemed in violation of any state or local law or code or any other condition deemed dangerous by the Fire Inspector. In no case shall the period between inspections of any given premises exceed 15 months.

E. **Removal of Fire Hazards.** Should the Fire Inspector or the Deputy Fire Inspectors discover that there is any condition deemed in violation of any state or local law or code, or that any danger from fire exists by reason of any other cause, they shall give notice in writing to the owner(s) or occupant(s) detailing any such defects, requiring them to make reasonable changes and repairs within the specified period of time to render the premises or buildings as safe as possible from fire.

F. **Reports.** The Fire Inspector shall make and keep on file reports of fire prevention inspections. For at least 7 years, the reports shall be maintained in written form or in another form capable of conversion into written form within a reasonable amount of time.

G. **Fees and Payment.** The owner of any building or premises inspected pursuant to subsection 7.13.D., above, shall pay a fee of \$75.00 per inspection. This fee may be amended from time to time, as approved by the Village Board and the Town Board. Fees for all other services rendered in performing fire inspection duties shall be charged and paid in the same manner and at the same rate as Joint Department personnel are paid for attendance of fire calls. The Village Treasurer shall prepare and

send an invoice detailing all fees due under this subsection within 10 working days of the inspection or provision of services, as appropriate to the situation. Said fees shall be paid in full to the Village Clerk no later than 60 days after the date of the inspection or provision of services. Failure to timely pay any amount due under this subsection will result in interest being charged at the rate of 1.5% per month from the due date, and any delinquent amounts may be collected in the same manner as provided in subsection 7.12.E., above.

7.14 **Training Reimbursement.**

The Joint Department shall be responsible for paying for all initial classes and all other required courses and training of all department personnel. If an individual does not pass a class he or she is enrolled in, such person may have the opportunity to retake the class by paying 50% of the cost thereof. The Joint Department shall pay 50% of the cost of the retaken class. If the individual successfully passes the second class, the Joint Department shall reimburse such person for the portion of costs paid by such person. If the individual does not pass the class the second time it is taken, such person shall not be reimbursed and must return all course materials to the Joint Department.

7.15 **Intergovernmental Agreement.**

This Chapter 7 constitutes an intergovernmental agreement, made pursuant to Wis. Stat. § 66.0301(2), enforceable by both the Village and the Town, which supersedes all prior agreements between the Village and the Town to the extent they conflict with the provisions hereof, and which shall be in effect unless and until either the Village or the Town rescinds this Chapter 7 upon 120 days prior written notice to the other.