

Town of Draper, Sawyer County, Wisconsin
Draper-Loretta Fire Dept., Inc.

2023 FIRE FIGHTING AGREEMENT

WHEREAS the Town of Draper, Sawyer County, Wisconsin (known hereafter as “the Town”) is a small rural town government which does not maintain a municipal fire department, and

WHEREAS Wisconsin Statutes 60.55 authorizes a Town to provide and appropriate funds for fire protection, and

WHEREAS The Draper-Loretta Fire Dept., Inc. (known hereafter as “the Department”) is a duly organized and long-standing volunteer fire department incorporated as a Ch. 181 nonstock, nonprofit corporation for the purpose of providing fire fighting services within and to the citizens of the Town of Draper, Wisconsin and its mutual aid partners, and

WHEREAS FIREFIGHTING IS A HAZARDOUS UNDERTAKING OF THE UTMOST IMPORTANCE AND SERIOUSNESS,

THEREFORE it is HEREBY AGREED that the Town and the Department shall work together in a public facing manner for the protection of life and property in the Town of Draper as follows:

1. The Department shall respond to any fire call delivered to it for any fire occurring within the Town.
2. Mutual Aid notwithstanding, the Department shall strive to recruit and maintain a minimum rank of five fully trained members who are physically able and legally permitted to engage in firefighting activities on a fireground as defined by the State of Wisconsin and NFPA, including the required certifications ICS 100, NIMS, The Courage to be Safe, Driver Operator, HAZMAT, and other coursework and training certifications that guarantee positive outcomes and public and firefighter safety in the line of duty.
3. The Department shall maintain standards of organization and inspection-readiness of the Fire Hall building, firefighting apparel and equipment and all firefighting apparatus at all times. This means a clean and well-organized fire hall, up to date well-maintained gear and equipment, and operational vehicles.
4. The Department shall maintain a regular program of rigorous and continuing training of every member on an ongoing basis, encouraging a high standard of safety and professionalism to achieve positive outcomes and maximum protection of life and property for its members and the public.
5. The Department shall perform semi-annual Fire Inspections of public buildings and local businesses within the Town as required by DSPS and ensure compliance with codes; the Department shall maintain all records of such inspections.
6. The Department shall file NFIRS reports for calls as required and maintain all records.
7. The Department shall adopt a working set of Standard Operating Guidelines in 2023 to be incorporated into training and followed by all members at all times. A copy of this document shall be placed on file with the Town Clerk by March 31, 2023, prior to the annual renewal of the Rural Mutual Insurance policy.

8. The Department shall file a list of its elected officers and active members with birthdates and driver's licenses with the Town Clerk by March 31, 2023 as required by Rural Mutual Insurance. Changes to add or remove a member from insurance must be communicated to the Town Clerk immediately. If a member is asked to provide a social security number to insurance for the purposes of making a claim, compliance is up to the individual member. The town will not be held liable for claims that are denied on the basis of a member's failure to provide a social security number.

9. The Fire Chief or his authorized representative shall attend the monthly Town Board Meetings to update the Town and provide reports and maintain good communication in the interest of public safety. Once a year at the December Town Board Meeting, the Department shall provide a year-end summary of its performance including fire calls, trainings and certifications of members, recruitment status, and any other public service or benefits provided to the Town citizens. The Financial Officer shall provide the Town with a Financial Report for the current year and the Department's Adopted Budget for the coming year.

10. The Town shall provide funding for operating expenses based on the Department's 2019 Budget, which established a baseline of \$30,000.00 annual funding with 4% CPI, payable in six payments in January, March, May, July, September, and November. In 2023 this amount is \$33,746.00. The Town attests and the Department acknowledges that this amount plus insurance fairly approximates the state average paid by towns for fire protection.

11. The Town shall provide the Fire Hall building and property for use by the Department and maintain insurance on the building, the property and the contents; the Department shall allow the town board access to the inside of the building upon request with 24 hours notice. Damages or proposed changes to the Fire Hall building must be reported to the Town at once for insurance.

12. The Town shall register, license and insure all firefighting apparatus on behalf of the Department.

13. The Town shall provide Work Comp and liability insurance for the Department members; all claims shall be reported within 24 hours to the Town Clerk. The Town shall not be held separately liable for an insurance claim that is denied on the basis of negligence, improper or unsafe practices or failure to comply with equipment standards or Department SOGs.

14. The Town shall periodically provide consideration for purchasing updated firefighting apparatus as necessary and assist in the financing, including access to loans, to support the needs of the Department. Requests must be made well in advance for budgeting purposes.

15. The Town shall provide use of the Town Hall or other Town property for training upon the request of the Department.

16. The Town Clerk shall provide a website page and social media support for the Department for the purposes of recruiting, communication, and Fire Prevention Awareness, and cooperate with the Fire Chief to complete the Annual DSPS 2% Dues Audit; funds from the 2% dues will be passed on to the Department for use in Fire Prevention activities.

17. Donations and proceeds from Department fundraising belong solely to the Department.

18. The Department is entitled to all compensation derived from services provided under the Department's MOUs with the U.S. Forest Service and Wisconsin DNR for assistance in wildland fire suppression.

19. Pursuant to Wisconsin Statutes 60.557, the Town Clerk shall submit to the appropriate authorities the Department's reports and requests for reimbursement for fire calls on state highways and remit those funds to the Department.

20. The Town shall be responsible for the cost of any extraordinary equipment needed to handle an emergency; in addition, the town crew employees may be called upon under ICS to operate town equipment in the course of an emergency.

COMMENCEMENT AND TERMINATION

This agreement between the Town and the Department shall commence on January 1, 2023 and run through December 31, 2023.

The services under this agreement are funded by public tax dollars and for that reason the Town has the duty to oversee compliance. Should membership fall below five qualified members the Department shall notify the Town immediately and request a Special Board Meeting to be held within thirty (30) days to review the situation and discuss options. Should Department noncompliance come to the attention of the Town, the Town shall notify the Department immediately and request a Special Board Meeting to be held within thirty (30) days to discuss the situation and review options to correct the problem.

The Department agrees to notify the Town immediately if it becomes unable to provide the agreed upon services, including compliance with number of physically capable, trained, legal members or breakdown of apparatus or other necessary equipment.

If the Department cannot provide service under the terms of this agreement, the agreement shall be terminated and control of the building, equipment and apparatus shall be returned to the Town.

In witness whereof, the parties named below have executed this agreement:

Brenda Adler, Chair Town of Draper

Paul Zmuda, Chief Draper-Loretta Fire Dept., Inc.

Attested by Elizabeth Klein, Clerk Town of Draper on January 9, 2023