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MEMORANDUM

May 2, 2024

TO: Town of Beloit Board of Supervisors
FROM: Tim Wellnitz, Town Administrator
Daniel Pease, Fire Chief
RE: Discussion and possible action on intergovernmental agreement for firefighting and emergency medical services with the City of South Beloit, Illinois

STAFF RECOMMENDATION

We recommend that the proposed agreement be approved.

RECOMMENDED MOTION

I move to approve the proposed intergovernmental agreement for firefighting and emergency medical services with the City of South Beloit, Illinois.

BACKGROUND

City of South Beloit officials approached Town of Beloit officials about a potential contract to provide firefighting and emergency medical services staff to staff the City of South Beloit fire station as the City has struggled to maintain desired staffing levels. The City of South Beloit would continue to maintain their fire station and all equipment.

The proposed agreement would have an initial term from July 1, 2024 to December 31, 2029. Either party would be able to terminate the agreement with a written one-year notice to the other party. The Town cannot staff the City of South Beloit fire station with current staffing levels and would need to hire 9 full-time personnel (three shifts of three personnel) in order to staff the City of South Beloit fire station. The City of South Beloit would pay for the full costs for the Town to staff the City of South Beloit.

The City of South Beloit would pay the Town of Beloit \$489,720 for 2024 (partial year beginning July 1), \$1,008,823 for 2025, \$1,039,088 for 2026, \$1,129,644 for 2027, \$1,234,615 for 2028, and \$1,315,706 for 2029. The South Beloit City Council has approved of the proposed agreement.

ANALYSIS

The Town of Beloit is able to provide reliable and high-quality fire and EMS services to the neighboring City of South Beloit. The Town of Beloit will receive payment for the full costs to staff the City of South Beloit fire station. The proposed agreement would be a vital boost to improve the availability of fire and EMS resources for the City of South Beloit and the entire region.

July 1, 2024

**INTERGOVERNMENTAL AGREEMENT
FOR FIREFIGHTING AND EMERGENCY MEDICAL SERVICES
BETWEEN THE TOWN OF BELOIT
AND THE CITY OF SOUTH BELOIT**

This Intergovernmental Agreement ("Agreement") is made as of _____, 2024, between the TOWN OF BELOIT, Rock County, Wisconsin, a Wisconsin body corporate and politic under Wis. Stat. § 60.01, ("Beloit" or "Town") and the City of South Beloit, Winnebago County, Illinois, an Illinois body corporate and politic under Illinois Stat. § 65 ILCS 5/ ("City"), (collectively "Party" and/or "Parties").

Section 1. Background

A. On March 29, 1956 the Town of Beloit Board of Supervisors voted to form the fire department. Beloit has a fire department comprised of full-time and part-time personnel. Wisconsin State Statute Section 66.0301 Intergovernmental Cooperation provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. Wisconsin State Statute Section 66.0303 Municipal Interstate Cooperation provides that a municipality may contract with municipalities of another state for the receipt or furnishing of services including specifically for the "receipt, furnishing, or joint exercise of fire fighting or emergency medical services."

B. Pursuant to section 10, Article VII of the Illinois Constitution "[u]nits of local government... may contract or otherwise associate among themselves, with the State, with other states and their units of local government... to obtain and share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance." The Illinois Intergovernmental Cooperation Act (5 ILCS 220/ et seq.) also encourages intergovernmental cooperation.

C. Beloit has successfully provided assistance and services to South Beloit over the years under various mutual aid, auto-aid and informal agreements.

D. Beloit and the City have thoroughly studied the firefighting and emergency medical services, fire safety inspection services and dispatch services, and the Parties believe that the delivery of these services to the City will increase efficiency, provide quicker response times, decrease redundancy, decrease costs; and thereby, enhance the delivery of public safety services in both Communities.

E. The structure and staffing of Beloit's Fire Department is currently sufficient to serve the Towns two fire stations with at least two employees each day. The Town will hire 9 full time personnel for the purpose of staffing the City's fire station. The Town will staff the City's Fire Department with up to three employees each day. The staffing of a South Beloit Engine or Quint shall be staffed at a minimum with 3 personnel. It is understood and agreed between the parties that when PTO, furlough days, or sick time require, the staffing model can vary based upon PTO, furlough days, and sick time usage. It is anticipated that the City's fire station will be staffed with 3 personnel, a majority of the time. However, at no time will staffing fall below two personnel minimally trained as firefighter/paramedics.

F. The Parties desire to enter into this Agreement to set forth their rights and responsibilities with respect to the delivery of fire and emergency medical services.

Section 2. Agreed upon Responsibilities under this Agreement

A. Emergency Services.

(1) Beloit's Fire Department ("Fire Department") will provide to the City full-time firefighting services; paramedic-level emergency medical services, ambulance transport services and related services customarily provided by the Fire Department (collectively "Emergency Services"). All personnel serving in South Beloit shall be licensed and qualified to participate in the Beloit Hospital System, as City of South Beloit Fire Department Medical Director, and provide such services as they are assigned. At all times, shall the City of South Beloit be staffed by Beloit with appropriately licensed personnel to maintain paramedic level service for the City. If, for any reason, staffing levels fall below that which is required under the terms of this Agreement to provide appropriate paramedic-level service, that shall be considered a default under the terms of this Agreement.

(2) The Fire Department will provide Emergency Services to the City in the same manner as Emergency Services are provided within Beloit, applying the same response model and other protocols equally to both Parties.

B. Inspection Services. The City shall continue to provide fire safety inspection services during the term of this Agreement. The City shall provide the results of such fire safety inspections to Beloit which may request follow-up inspections for compliance. The City shall be responsible for any enforcement proceedings required to correct violations discovered through fire safety inspections.

C. Dispatch Services. City will continue to provide 911 Dispatch through outside contracted services or through Winnebago County, Illinois Sheriff's Department 911 Telecommunication Center at a cost covered by the City.

D. Security of Fire Station. City shall maintain ownership of its Fire Station, however, City shall make arrangements to provide Beloit with the means to regulate access to the Fire Station by means of a dedicated key fob system to be under the control of Beloit.

E. Maintenance of Fire Station Grounds. City shall be responsible for maintenance of Fire Station grounds including yard maintenance, trash and snow removal.

F. Annual Testing. City shall pay for annual ladder and pump testing.

G. Turn Out Gear. City's inventory of turn out gear shall be distributed by Beloit. Beloit shall replace turn out gear required after the City inventory is used on a schedule in accordance with acceptable industry standards.

H. Fire Hose Inspection. Beloit will service check all fire hose in the possession of the City; the City shall pay for the replacement of all failed fire hose.

I. Documents to be Provided. City shall provide to Beloit the reports or documents set forth in Exhibit A attached to this Agreement.

Section 3. City's Payments for Services

A. Emergency Services Costs.

(1) The City shall pay Beloit quarterly installments to cover Beloit's costs to deliver the Services ("Quarterly Services Fee") payable on January 1, April 1, July 1 and October 1 annually. For the first year of services, from July 1, 2024 through December 31, 2024, the Annual Services Fee is \$489,720.00. For the second year of services, from January 1, 2025 through December 31, 2025, the Annual Services Fee shall be \$1,008,823.00. For the third year of services, from January 1, 2026 through December 31, 2026, the Annual Services Fee shall be \$1,039,088.00. For the fourth year of services, from January 1, 2027 through December 31, 2027, the Annual Services Fee shall be \$1,129,644.00. For the fifth year of services, from January 1, 2028 through December 31, 2028, the Annual Services Fee shall be \$1,234,615.00. For the sixth year of services, from January 1, 2029 through December 31, 2029, the Annual Services Fee shall be \$1,315,706.00

(2) The City shall pay the Quarterly Services Fee on January 1, April 1, July 1, October 1 annually. The Parties' representatives may agree from time to time, in writing, on a different payment schedule.

(3) The City shall manage all aspects of billing and collection of ambulance services via its outside contracted service for billing. Beloit will prepare all required reports under the NFIRS National Fire Incident Reporting System and all necessary patient care reports required by the state of Illinois (IDHP), NEMSIS, or any other reports that required by the City of South Beloit.

Section 4. Personnel and Equipment; Command Authority

A. Personnel and Equipment. All personnel provided by Beloit under this Agreement shall at all times remain the employees of Beloit. Beloit is responsible for all employment matters related to the personnel, including but without limitation to, hiring, salaries, benefits, discipline and all other employee-related matters. The City shall be responsible for the cost of the care and maintenance of all City equipment, apparatus, and the City's fire station. Beloit shall be responsible for regular and on-going inspections of all department equipment and apparatus and shall timely report to the City any need for repair or replacement. With regard to the fire station building, Beloit shall report to the City Street Superintendent and/or City Administrator any issues observed by Beloit in need of repair. The City shall timely perform the repair, or make arrangements to do so, subject to approval by the City Council.

B. Command Authority. The Town of Beloit Fire Chief, or his or her designees, will be primarily responsible for all services provided to the City under this Agreement, including without limitation command authority and decision-making at fires and other emergency scenes and delivery of emergency medical services, Inspection Services, and Dispatch Services. The Town of Beloit Fire Chief will have discretion at all times whether, and when, to collaborate with, or transfer command authority to City representatives. Command staff will make itself available to the City 24/7/365. Non-emergent meetings shall be scheduled two weeks in advance.

Section 5. Communications

A. Regular Communications. The Parties shall communicate regularly regarding services provided under this Agreement. The primary channel of communication will be

between representatives designated by the City Administrator, or designee, and the Beloit Fire Chief.

B. Emergency Communications. In the event of an emergency, the Parties will communicate with each other through the City Administrator, the Beloit Town Administrator and the Beloit Fire Chief.

C. Annual Meeting; Records. Each month for the first six (6) months of this Agreement, and at least quarterly each year thereafter, representatives of both communities shall meet to discuss matters related to this Agreement. The purpose of the meetings are to ensure that the Parties have the opportunity to talk in person about the management, delivery, costs, and other matters related to the various services and generally about the relationship between the Parties. Beloit's Town Administrator and the City Administrator may choose not to hold some meetings if they determine there is no need to do so. Beloit agrees to keep records for the City in the same manner as records are kept for Beloit and to provide those records to the City upon request. The records may include, but are not limited to, call volumes, response times and fire incident reports.

D. Hydrant and Contact Information. Within one week after the Commencement Date, and every year thereafter, the City will give Beloit a list of out-of-service fire hydrants.

Section 6. Defense of Claims; Indemnification; Insurance

A. Defense Against Claims. Except as provided in Subsections B and C below, if a lawsuit or other claim is brought against one Party from a third-party relating to a matter arising from this Agreement, the Party against which the claim is brought shall notify the other Party and the Parties shall conduct a mutual defense against the claim and shall share costs and otherwise cooperate to defend against the claim.

B. Indemnification by Beloit. Beloit shall hold harmless and indemnify the City and its officials, officers and employees (collectively "Indemnitees") from all liability, personal injuries, property damage, claims, causes of action, damages, losses and other obligations related to a claim asserted by any third-party at any time against the City if the claim arises from the Towns performance of its obligations under this Agreement, except that this indemnity shall not apply to the negligence or willful or wanton misconduct of the City. This subsection shall not be intended, and may not be deemed or construed, as a waiver by Beloit of any immunity provided under law.

C. Indemnification by the City. The City shall hold harmless and indemnify Beloit and its officials, officers, and employees (collectively "Indemnitees") from all liability, personal injuries, property damage, claims, causes of action, damages, losses and other obligations related to a claim asserted by any third-party at any time against Beloit if the claim arises from an act or failure to act by the City, except that this indemnity shall not apply to the negligence or willful or wanton misconduct of Beloit. This subsection shall not be intended, and may not be deemed or construed, as a waiver by the City of any immunity provided under law.

D. Insurance. The City shall purchase and maintain during the term of this Agreement, and any extension thereto, public liability insurance with policy limits in the amount of \$1,000,000.00/\$3,000,000.00 covering any actions brought against the City or Beloit for any damages to persons or property asserted by a third party allegedly caused by actions of the City or an employee of Beloit working under the terms of this Agreement. The City shall name Beloit as an additional insured under this policy and shall provide a certificate of insurance to Beloit as evidence of insurance coverage described herein.

Section 8. Term; Termination.

A. Initial Term and Renewal Terms. The delivery of services under this Agreement shall commence on July 1, 2024 (“Commencement Date”) and this Agreement shall expire on December 31, 2029 (“Initial Term”).

B. Termination. Either Party may terminate this Agreement by twelve (12) months written notice to the other Party.

Section 9. General Provisions

A. Notice. All notices required or permitted to be given under this Agreement must be given by one of the following: personal delivery; deposit in the United States mail with first class postage thereon; or deposit with a nationally recognized overnight delivery service, addressed as outlined below. Mailed notice shall be deemed given and received within three (3) days after notice was mailed. Overnight courier delivery shall be deemed given and received twenty-four (24) hours after pick-up by courier. Notices and communications must be addressed as follows:

To Town of Beloit:
Town of Beloit
2445 S. Afton Rd
Beloit, WI 53511
Attention: Town
Administrator

To South Beloit:
South Beloit
519 Blackhawk Blvd.
Suite 2
South Beloit, IL 61080
Attention: City
Administrator

B. Non-Waiver. Neither Party is under any obligation to exercise any of its rights under this Agreement. The failure of a Party to exercise a right shall not be deemed or construed to be a waiver of that right or of the right for the Party to exercise that right in the future.

C. Consents. Unless otherwise provided in this Agreement, whenever the consent or approval of a Party is necessary, that consent or approval must be in writing.

D. Entire Agreement. This Agreement is the entire agreement between the Parties. This Agreement supersedes all prior negotiations, understandings, and agreements between the Parties, whether written or oral, relating to the subject matters of this Agreement.

E. Interpretation. This Agreement must be construed as though the Parties participated equally in the drafting of this Agreement. Further, this Agreement shall be governed by the laws of the State of Wisconsin with venue for actions brought in a State Court being proper only in Rock County, Wisconsin, and if federal jurisdiction is properly invoked, with the Western District of Wisconsin.

F. Amendments. Any amendment or modification to this Agreement shall be effective only after it is in writing and executed by both Parties authorized representatives in accordance with applicable law.

G. Authority to Execute. Each Party represents that the persons executing this Agreement on its behalf have been properly authorized to do so by their respective Parties.

H. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

TOWN OF BELOIT

By:

Diane M. Greenlee, Town Chairperson

ATTEST:

By:

Karry DeVault, Town Clerk

CITY OF SOUTH BELOIT

By:

Tom Fitzgerald, Mayor

ATTEST:

By:

Tracy Patrick, City Clerk

Exhibit A

Reports and Documents to be Provided by City of South Beloit

1. Serial numbers and locations of all mobile radios used by City's Fire Department
2. Itemized list of all equipment in the current City Fire Station
3. Most recent budget figures to maintain the City Fire Station and equipment
4. Itemized list of all City fire apparatus including major equipment
5. Current vehicle replacement schedule
6. Inventory of fire hose
7. Hydrant Location List