AGENDA
Fire & EMS Committee
6:30 p.m. - Wednesday, November 18, 2026
Village Hall
300 W. Spring St. Rochester, WI

A meeting of the Fire & EMS Committee will be held at 6:30 p.m. Wednesday, November 18, 2026 at the Village Hall.

Page

1. Roll Call:

Committee Members: Nick Ahlers, Russ Kumbier, Adam Schaefer, Ted Cain, Mike Vos, Steve Denman, Lori Peternell

Staff Members: Betty Novy, Administrator-Treasurer; Janelle Leiting, Deputy Clerk-Treasurer

2. Submitted for Review and Approval

2.1. Minutes — 2 - 4

Fire & EMS Committee - Sep 16 2026 - Minutes - Pdf

3. Agenda Items

3.1. Review Record, System & Software, Contractual Agreement, and Licensing Transition Itemizations — 5 - 13

Agenda Item Report - AIR-26-235 - Pdf

3.2. Review and Provide Recommendation: RVFC Transition Agreement — 14 - 68

Agenda Item Report - AIR-26-237 - Pdf

3.3. Review Updated Committee Task List and Determine Future Meeting Needs — 69

Updated Fire-EMS Task List - 11.18.2026

4. Adjourn

Janelle Leiting, Deputy Clerk-Treasurer
Posted: November 13, 2026

It is possible that members and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the Village Hall at 262-534-1180.

MINUTES
Fire & EMS Committee Meeting

6:30 PM - Wednesday, September 16, 2026
Village Hall

The Fire & EMS Committee of the the Village of Rochester was called to order on Wednesday, September 16, 2026, at 6:30 PM, in the Village Hall.

1. ROLL CALL BY CHAIRPERSON:

PRESENT:	Russell Kumbier, Nick Ahlers, Ted Cain, Lori Peternell, Mike Vos, and Steve Denman
ABSENT:	Adam Schaefer
STAFF PRESENT:	Betty Novy, Village Administrator-Treasurer and Janelle Leiting, Deputy Clerk/Treasurer

2. SUBMITTED FOR REVIEW AND APPROVAL

2.1. MINUTES

Steve Denman made a motion to approve the August 19, 2026 minutes, with the correction that Nick Ahlers called roll because Chairperson Lori Peternell was absent. Russell Kumbier seconded the motion. Carried unanimously.

3. AGENDA ITEMS

3.1. DISCUSS AND POSSIBLY RECONCILE DIFFERENCES IN VILLAGE AND RVFC EMPLOYEE POLICIES

Betty Novy reviewed differences between Village employee policies and Rochester Volunteer Fire Company (RVFC) policies.

Leave of Absence: The committee compared the Village's policy, which allows up to 12 weeks of unpaid leave without guaranteeing return to the same position, with the fire company's policy, which allows up to 180 days of leave with position protection. Members discussed how leave provisions might apply differently to officers, paid staff, and volunteers, as well as how the department would maintain operations during extended absences. Novy will continue researching whether federal or Wisconsin family and medical leave laws would apply to the Village or a future municipal fire and EMS department.

Benefit Eligibility: The committee discussed how Village benefit rules may apply to Fire and EMS employees. Eligibility for Village benefits is tied to the Wisconsin Retirement System. Current full-time Fire and EMS staff receive health, dental, and vision coverage paid by the employer, along with an annual retirement contribution of $5,500. Members acknowledged that benefit levels and cost-sharing arrangements under the Village structure are governed by

the State's retirement and health insurance programs.

Light Duty Assignments: The village policy addresses disability accommodations generally, while the RVFC policy is more specific about what physical limitations preclude operational duty. The committee agreed that keeping the village's language general was preferable, as a specific light duty policy would obligate the department to create work assignments - a burden given current staffing levels and the volunteer-heavy workforce.

Discipline and Grievance Procedures: The committee reviewed the fire company's current chain-of-command process for handling grievances and disciplinary matters. Members discussed how personnel issues would be addressed under a municipal Fire and EMS department, noting that the current executive board would no longer exist. The committee discussed the roles of the Fire Chief, Village Board, and any committee designated by the Village Board in handling personnel matters and recognized that these responsibilities will need to be defined in future ordinances and policies.

The committee noted that future personnel policies will need to clearly distinguish between paid staff and volunteers. Members also discussed creating a separate Fire and EMS personnel policy manual, rather than including all department-specific policies in the Village employee handbook.

3.2. DISCUSS POTENTIAL FIRE AND EMS EMPLOYEE TRANSITION PLAN

The committee discussed personnel-related aspects of transitioning Fire and EMS services to a municipal department. Members discussed maintaining existing personnel requirements, including background checks and physical examinations, and continuing to recognize years of service for department awards. The committee noted that the personnel transition is expected to be a relatively straightforward part of the overall transition to a municipal department.

3.3. DISCUSS THE 2027 FIRE AND EMS BUDGET PLANNING PROCESS, INCLUDING POTENTIAL COSTS ASSOCIATED WITH TRANSITIONING TO A MUNICIPAL DEPARTMENT

Novy outlined several new or increased cost items the village must account for as part of the transition to a municipal department, including WRS enrollment for applicable employees, life insurance premiums, health insurance coverage, increased municipal liability insurance (estimated at approximately $2,500), legal costs for entity dissolution and document drafting, vehicle title transfers for apparatus still titled to the RVFC, and a contingency of approximately 15%. It was noted that truck numbers 835 and 840 remain titled to the RVFC and will need to be transferred; other apparatus and the new ambulance are already titled to the village.

Regarding unemployment insurance, the committee determined that the village should retain its current reimbursement-financing method rather than switching to tax-based financing, given the historically low utilization. A contingency of approximately $2,000 was recommended for the village budget.

The committee also discussed the future of the Rochester Volunteer Firefighter Association, the organization's nonprofit fundraising entity. Members agreed that while the existing Fire Company would be dissolved upon formation of a municipal Fire and EMS Department, the Rochester Volunteer Firefighter Association should be preserved to continue fundraising

activities and provide ongoing support for Fire and EMS services. The committee discussed the importance of maintaining the Association's nonprofit status, fundraising authority, and separate assets, while establishing a formal agreement that defines the relationship between the Rochester Volunteer Firefighter Association and the future municipal department to ensure continued support of Fire and EMS operations.

Novy confirmed that existing office staff is likely sufficient to absorb payroll and accounts payable functions for fire and EMS departments without requiring additional hires. She also requested that the fire company's 2027 budget proposal be updated to reflect actual figures rather than earlier estimates, with particular attention to revised EMS assessment fee projections (now estimated at approximately $8,000 rather than the $25,000 previously budgeted) and updated rescue income figures.

The committee agreed to continue work on outstanding research items and to meet again on October 21, 2026.

4. ADJOURN

Russell Kumbier made a motion to adjourn at 7:45 P.M. Steve Denman seconded the motion. Carried unanimously.

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Janelle Leiting, Deputy Clerk-Treasurer

Village of Rochester

Agenda Report

Fire & EMS Committee - Nov 18 2026

Prepared For:	Staff Contact:
Fire & EMS Committee	Betty Novy, Village Administrator-Treasurer

Agenda Item:

Review Record, System & Software, Contractual Agreement, and Licensing Transition Itemizations

Purpose/Nature of the Proposal:

Committee members are asked to review the attached itemizations and identify any additions, corrections, or concerns that should be addressed during the transition from a private company to a municipal department.

Attachments:

Fire-EMS Records Itemization (Draft) 11.10.26
Software, Contract, and Licensing Itemization - (Draft) - 11-11-26

Record Series	Custodian	Location of Records	Retention Period	Public Access Classification	Authority / Source
Fire Incident Reports	Fire Chief	Fire Station	Permanent	Limited	Wis. Stat. § 19.21; incident reports may require redaction of protected information. [wisconsinhistory.org], [dhs.wisconsin.gov], [publicreco...ard.wi.gov]
EMS Patient Care Reports (PCRs)	Fire Chief	Fire Station	Permanent	Confidential	HIPAA-protected health information. [dhs.wisconsin.gov]
CAD Incident Records	Fire Chief	Fire Station	7 Years	Limited	Subject to public records review and redaction. [wisconsinhistory.org], [dhs.wisconsin.gov]
Fire Investigation Reports - Routine	Fire Chief	Fire Station	20 Years	Limited	May be withheld during active investigations.
Fire Investigation Reports - Arson/Fatality/Major Loss	Fire Chief	Fire Station	Permanent	Limited	Investigative and evidentiary records.
Incident Photographs/Videos	Fire Chief	Fire Station	Same as Parent Record	Mixed	Access dependent on content.
Commercial Inspection Reports	Fire Chief	Fire Station	10 Years After Superseded	Open	Generally public regulatory records.
Residential Inspection Reports	Fire Chief	Fire Station	7 Years	Limited	May contain private residential information.
Pre-Incident Plans	Fire Chief	Fire Station	Superseded + 7 Years	Confidential	Security-sensitive information.
Mutual Aid Response Records	Fire Chief	Fire Station	7 Years	Limited	Incident-related records.
MABAS Agreements	Fire Chief	Fire Station	Permanent	Open	Intergovernmental agreements.
SOPs/SOGs	Fire Chief	Fire Station	Permanent	Open	Department policy records.
Disciplinary Records	Fire Chief	Fire Station	Separation + 7 Years	Limited	Subject to balancing test and legal review.
Certification & Licensing Records	Fire Chief	Fire Station	Separation + 7 Years	Limited	Portions may be public.
Training Attendance Records	Fire Chief	Fire Station	Permanent	Limited	Qualifications generally public; personal information may require redaction.
Training Course Materials	Fire Chief	Fire Station	Superseded + 3 Years	Open	Administrative records.
Officer Appointment Records	Fire Chief	Fire Station	Permanent	Open	Governance records.
Attendance Records	Fire Chief	Fire Station			
Exposure Records (Bloodborne Pathogens, HazMat)	Fire Chief	Fire Station	Employment + 30 Years	Confidential	Medical records.
SCBA Fit Testing Records	Fire Chief	Fire Station	Employment + 30 Years	Confidential	Occupational health records.
Apparatus Maintenance Records	Fire Chief	Fire Station	Life of Asset + 7 Years	Open	Asset management records.
Apparatus Inspection Records	Fire Chief	Fire Station	Life of Asset + 7 Years	Open	Equipment records.
Equipment Maintenance Records	Fire Chief	Fire Station	Life of Asset + 3 Years	Open	Administrative records.
Controlled Substance Records	Fire Chief	Fire Station	5 Years Minimum	Confidential	Drug security and regulatory records.
HIPAA Privacy Logs & Breach Records	Fire Chief	Fire Station	6 Years Minimum	Confidential	HIPAA compliance records.
Personnel Files	Village Administrator	Village Hall	Separation + 7 Years	Confidential	Personnel records containing personal information.
Employment Applications - Hired Employees	Village Administrator	Village Hall	Separation + 7 Years	Confidential	Personnel record.

Employment Applications - Non-Hired Applicants	Village Administrator	Village Hall	2 Years	Confidential	Employment record.
Background Investigations	Village Administrator	Village Hall	Separation + 7 Years	Confidential	Sensitive employment information.
Workers' Compensation Files	Village Administrator	Village Hall	Closure + 12 Years	Confidential	Medical and employment information.
Insurance Claims Files	Village Administrator	Village Hall	Closure + 12 Years	Limited	Litigation-sensitive records.
Mutual Aid Agreements	Village Clerk	Village Hall	Permanent	Open	Contracts and agreements.
Payroll Records, including Timecards	Village Clerk	Village Hall	7 Years	Confidential	Contains personal financial information.
Apparatus Purchase Records	Village Clerk	Village Hall	Life of Asset + 7 Years	Open	Fiscal records.
Grant Records	Village Clerk	Village Hall	Grant Closeout + 7 Years	Open	Public financial records.
Accounts Payable/Receivable	Village Clerk	Village Hall	7 Years	Open	Public fiscal records.
Annual Financial Statements	Village Clerk	Village Hall	Permanent	Open	Public accountability records.
Audit Reports	Village Clerk	Village Hall	Permanent	Open	Public accountability records.
Board Minutes	Village Clerk	Village Hall	Permanent	Open	Official governmental records. [publicreco...ard.wi.gov], [wisconsinhistory.org]
Board Agendas & Packets	Village Clerk	Village Hall	Permanent	Open	Subject to limited closed-session exceptions.
Ordinances	Village Clerk	Village Hall	Permanent	Open	Public law.
Real Estate Records	Village Clerk	Village Hall	Permanent	Open	Property records.
Deeds, Easements, Surveys	Village Clerk	Village Hall	Permanent	Open	Property records.
Open Records Request Files	Village Clerk	Village Hall	7 Years	Limited	May contain exempt material.

Legacy RVFC Records

Record Series	Custodian	Location of Records	Retention Period	Public Access Classification
Articles of Incorporation	Village Clerk	Village Hall	Permanent	Open
Constitution and Bylaws	Village Clerk	Village Hall	Permanent	Open
Amendments	Village Clerk	Village Hall	Permanent	Open
Membership Minutes	Village Clerk	Village Hall	Permanent	Limited
Board Minutes	Village Clerk	Village Hall	Permanent	Open
Officer Rosters	Village Clerk	Village Hall	Permanent	Open
Dissolution Resolutions	Village Clerk	Village Hall	Permanent	Open
Asset Transfer Documents	Village Clerk	Village Hall	Permanent	Open
Real Estate Transfer Documents	Village Clerk	Village Hall	Permanent	Open
Apparatus Transfer Documents	Village Clerk	Village Hall	Permanent	Open
Insurance Policies	Village Clerk	Village Hall	Permanent	Limited
Claims Files	Village Clerk	Village Hall	Permanent	Confidential
Transition Agreement	Village Clerk	Village Hall	Permanent	Open
Tax Filings	Village Clerk	Village Hall	Permanent	Open

Rochester Volunteer Fire Company

Municipal Fire & EMS Department Transition

Contracts, Agreements, Licenses, and Registrations

Preliminary Working List | November 11, 2026

This document identifies the contracts, service agreements, licenses, registrations, and regulatory authorizations requiring review as Rochester Volunteer Fire Company transitions to a municipal Fire & EMS Department under the Village of Rochester.

The list reflects currently identified vendors, systems, and operating arrangements. Final requirements may change following consultation with Wisconsin fire and EMS authorities, the EMS billing contractor, the Drug Enforcement Administration (DEA), and other applicable agencies.

Items are categorized by the type of action anticipated. Some existing arrangements may continue with an administrative update, while others may require amendment, reassignment, or replacement.

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1. Software, Technology, and Service Contracts

- **First Due:** Amend or reexecute the existing annual contract under the Village of Rochester. Preserve the existing system, data, and integrations.
- **Microsoft 365:** Update email subscription ownership, billing information, and administrative contacts.
- **GoDaddy:** Update domain registration, website hosting, account ownership, and billing information.
- **TDS Telecommunications:** Update telephone and internet service accounts to the Village.
- **EMS Billing Contractor:** Amend or reexecute the existing billing services agreement under the Village. Address existing accounts receivable, historical claims, and future billing.
- **Copier Lease:** Transfer or replace the existing copier lease and associated maintenance agreement. Vendor to be identified.

2. Operational and Interagency Agreements

- **MABAS Division 102:** Update participating agency name and legal entity information.
- **Automatic Aid Agreements:** Amend existing agreements with surrounding municipalities to reflect the Village Fire & EMS Department.

- **Mutual Aid Agreements:** Amend existing agreements with surrounding municipalities as necessary.
- **Aurora Medical Control:** Update the medical control agreement to reflect the municipal EMS service.
- **Aurora Medical Director:** Confirm continued medical director appointment and update applicable agreements and service information.
- **Aurora Medication Supply:** Update medication supply, exchange, and restocking arrangements.
- **Bound Tree Medical:** Update medical supply purchasing account, legal entity, and billing information.
- **MacQueen Emergency, SCBA:** Update annual SCBA inspection, testing, and maintenance arrangements.
- **MacQueen Emergency, SCBA Compressor:** Update compressor maintenance arrangements.
- **Hose Testing Provider:** Update annual hose testing service arrangements and billing information.
- **Ladder Testing Provider:** Update annual ladder testing service arrangements and billing information.
- **Tri-County Fire Association:** Update annual maintenance agreement, membership/dues information, and participating entity.
- **Gateway Technical College:** Update department affiliation and administrative contacts for Fire and EMS training, if necessary. No existing contract identified.

3. Wisconsin EMS Licenses and Authorizations

- **EMS Service License:** Coordinate with Wisconsin DHS to amend the existing license or obtain a new municipal EMS service license.
- **Ambulance Licenses:** Update Wisconsin DHS ambulance licensing records for Ambulances 833 and 835.
- **EMS Operational Plan:** Submit a new or amended operational plan reflecting the Village as the EMS service provider.
- **EMS Service Director:** Confirm or update service director information with Wisconsin DHS.
- **EMS Medical Director:** Confirm or update medical director information with Wisconsin DHS.
- **EMS Provider Affiliations:** Update personnel affiliations through Wisconsin EMS E-Licensing if the service agency changes.
- **EMS Local Credential Agreements:** Review and update provider credentialing agreements as required.
- **EMS Protocols:** Confirm continued authorization of Aurora medical protocols under the municipal EMS service.
- **EMS Scope of Practice:** Confirm continued authorization of approved service-level skills and procedures.
- **WARDS:** Update EMS service identification, reporting configuration, and authorized users as necessary.

- **EMS Funding Assistance Program (FAP):** Update service applicant information, funding administration, and applicable restricted fund records.

4. Controlled Substance Registration and Authorization

- **DEA Registration:** Determine whether the municipal EMS service requires a new DEA controlled-substance registration.
- **Wisconsin Controlled Substance Requirements:** Confirm applicable state registration and authorization requirements.
- **Aurora Medication Authorization:** Confirm continued medication supply and exchange authority under the municipal service.
- **Controlled Substance Inventory:** Reconcile existing inventory and document any required transfer between legal entities.
- **Controlled Substance Records:** Update authorized personnel, responsible entity, and required accountability records.

5. EMS Billing Licenses, Registrations, and Provider Enrollment

- **National Provider Identifier (NPI):** Determine whether the Village requires a new organizational Type 2 NPI.
- **Medicare Enrollment:** Complete required change-of-ownership or new ambulance supplier enrollment with CMS.
- **Medicare PTAN:** Obtain or update the Medicare Provider Transaction Access Number as applicable.
- **Wisconsin Medicaid / ForwardHealth:** Update or establish municipal ambulance provider enrollment.
- **Commercial Insurance Providers:** Update provider enrollment with applicable insurance carriers.
- **Electronic Claims Clearinghouse:** Update provider identifiers and electronic claims submission authorization.
- **Electronic Remittance:** Update electronic remittance enrollment and processing arrangements.
- **Electronic Funds Transfer:** Establish payment routing to authorized Village accounts.
- **EMS Billing Fee Schedule:** Establish or adopt the municipal ambulance billing fee schedule.

6. Fire Department Registrations and Reporting

- **Wisconsin DSPS Fire Department Registration:** Update department information to reflect the municipal organization.
- **NERIS:** Update department legal identity, organizational information, and authorized administrators as necessary.

- **Fire Department Identification:** Confirm continued use or reassignment of existing state and federal department identifiers.
- **Fire Inspection Administration:** Update responsible department and inspection authority information as necessary.
- **Wisconsin DNR:** Update department information and applicable cooperative fire control arrangements, if any.

7. Federal Registrations and Grants

- **SAM.gov:** Review and update federal registration information, including the appropriate Unique Entity Identifier (UEI) for the Village.
- **FEMA Grants:** Update applicant and organizational information for existing and future grants.
- **Existing Grant Awards:** Review outstanding grant obligations and obtain required approval for any transfer or amendment.
- **Federal Employer Identification Number (EIN):** Confirm the appropriate Village tax identification number for payroll, EMS billing, and applicable federal registrations.
- **Federal Grant Payment Information:** Update authorized financial institution and payment information where necessary.

8. Vehicle and Equipment Registrations

- **Company-Owned Apparatus:** Transfer titles and registrations of any RVFC-owned vehicles being conveyed to the Village.
- **Ambulance Vehicle Registrations:** Update Wisconsin DOT ownership and registration records where necessary.
- **UTV Registration:** Update ownership and applicable registration information if transferred to the Village.
- **Vehicle Insurance Records:** Confirm all department vehicles are included under Village insurance coverage.
- **Equipment Ownership Records:** Document transfer of company-owned equipment and identify equipment remaining with the independent association.

9. Existing Village-Administered Services

The following services are already administered through the Village or are expected to continue without a separate contractual transfer.

- **Racine County Dispatch:** Confirm department name and CAD information are updated. Dispatch is already administered through the Village.
- **Radio Communications:** Confirm agency identification and administrative information. Radio services are already administered through the Village.
- **Wisconsin 2% Fire Dues:** Verify that administration remains with the Village and no registration change is necessary.

- **2% Fire Dues Restricted Funds:** Confirm whether RVFC holds any unspent restricted balances requiring transfer.

10. Existing Services Without Formal Contracts

The following services are currently provided without identified ongoing contracts. Only vendor account, purchasing, or administrative changes may be necessary.

- **Apparatus Maintenance:** Update vendor customer and billing information as necessary.
- **Medical Waste Disposal:** Update customer and billing information for as-needed disposal services.
- **ProHealth Occupational Medical Evaluations:** Update employer and billing information for firefighter medical evaluations.
- **Gateway Technical College Training:** Confirm department affiliation and billing arrangements, if applicable.

11. Existing Systems Without Separate Subscriptions

The following systems do not currently require subscription or software contract transfers. Ownership, administrative access, and support arrangements should be reviewed as part of the equipment and IT transition.

- **Microsoft Defender:** Existing antivirus protection; no separate subscription identified.
- **Security Cameras:** Privately purchased equipment; no subscription.
- **Network Infrastructure:** Privately purchased equipment; no subscription.
- **Wi-Fi Infrastructure:** Privately purchased equipment; no subscription.
- **Building Access Control:** Privately purchased equipment; no subscription.
- **Scheduling Software:** Homegrown system; no vendor contract.
- **Equipment Management:** Included within First Due.
- **Training Management:** Included within First Due, with Aurora providing applicable EMS training.
- **NERIS:** Federally provided reporting system; no subscription.
- **WARDS:** Wisconsin DHS reporting system; no subscription.
- **Cloud Storage / Backup Subscriptions:** None currently identified.
- **Other SaaS Subscriptions:** None currently identified.

Document Notes

This list is intended as a preliminary inventory of external contracts, agreements, licenses, registrations, and systems affected by the transition. It does not represent a determination that each item requires formal transfer.

Wisconsin DHS, Wisconsin DSPS, the DEA, CMS, the EMS billing contractor, and other applicable organizations will determine the required procedures for their respective licenses, registrations, and authorizations.

Existing agreements and contracts will be reviewed for assignment provisions, required approvals, and effective dates to maintain uninterrupted Fire and EMS operations.

Village of Rochester

Agenda Report

Fire & EMS Committee - Nov 18 2026

Prepared For:	Staff Contact:
Fire & EMS Committee	Betty Novy, Village Administrator-Treasurer

Agenda Item:

Review and Provide Recommendation: RVFC Transition Agreement

Recommended Action:

to recommend approval of the Rochester Volunteer Fire Company (RVFC) Transition Agreement as presented (OR with changes) with an Operational Effective Date of (TBD), 2027, subject to legal review and recommendations.

Background/Summary:

Preparation of the RVFC Transition Agreement has been fast-tracked due to Lori Peternell's resignation as the RVFC Treasurer effective January 1. Since the Committee's last meeting, the Village Board has agreed to the Village taking over RVFC financial administration duties as of that date.

To facilitate that happening, the proposed RVFC Transition Agreement has been revised to include a new Section 6, "Early Administrative Services," and to provide additional detail throughout the agreement. These revisions more fully address the liability, operational, administrative, and risk management considerations of both the Village and RVFC.

Under the proposed framework, RVFC and the Village would establish an Operational Effective Date several months after execution of the agreement. This phased approach allows time to complete the transfer of operations, assets, records, revenues, financial accounts, and related responsibilities while allowing the Village to assume financial administration duties effective January 1.

Attached to this report are a summary of the revisions, a redlined version of the agreement showing all changes, and a clean copy of the current draft.

RVFC membership reviewed the revised agreement at its November 2 meeting and generally supports its terms. The agreement is expected to return to the membership for further consideration and a vote in early December. To enable the Village to assume financial administration responsibilities on January 1, both RVFC membership and the Village Board must approve the agreement before that date.

The Village Board referred the current draft to the Village Attorney for legal review on November 9 and is seeking a recommendation from the Fire & EMS Committee at this meeting. The Committee may recommend approval of the agreement as presented or approval subject to any recommended revisions.

The Committee is also asked to provide a recommendation in regards to establishing an "Operational Effective Date" for the agreement.

Attachments:

Summary of Key Revisions- RVFC Transition Agreement
RVFC Transition Agreement-red line copy- 10.21-10.29
RVFC Transition Agreement-clean copy -10.29.26 version
Exhibits needed Fire-EMS Transition Agreement

Rochester Volunteer Fire Company Transition Agreement
Summary of Key Revisions

The revised transition agreement is substantially expanded and more detailed. The overall structure and purpose remain the same, but the revised draft significantly strengthens governance, liability allocation, records control, personnel transitions, and dissolution provisions.

1. Governance and Fire Chief Authority Expanded

The revised draft adds extensive language defining the Fire Chief's authority, disciplinary powers, personnel management responsibilities, and relationship to a future Board of Fire Commissioners. It establishes:

- Fire Chief authority over day-to-day personnel matters.
- Board approval requirements for major personnel actions.
- Immediate operational authority to remove personnel from incidents for safety reasons.
- Transition rules until a Board of Fire Commissioners is created.

The working draft only provided for appointment of a Fire Chief and contemplated a future Board of Fire Commissioners.

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2. Personnel Transition Clarified and Protected

The revised draft greatly expands employee transition provisions by:

- Preserving existing officer ranks and appointments.
- Distinguishing between "Municipal Employment Date" and "Department Service Date."
- Recognizing prior RVFC service for seniority and ceremonial purposes.
- Clarifying that prior service does not automatically create Village benefit or compensation obligations.
- Providing stronger assurances that existing members will transition unless disqualifying issues are identified.

The working draft simply stated that personnel would transfer subject to background checks.

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3. SOPs and SOGs Preserved

A significant addition in the revised draft is preservation of RVFC operational policies.

The revised agreement:

- Keeps existing SOPs and SOGs in effect after transition.
- Establishes a process for eventual integration into Village policies.
- Clarifies that operational SOPs govern emergency response matters while the Employee Handbook governs employment matters.

No comparable provision exists in the working draft.

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4. Asset Transfer Structure Significantly Improved

The working draft treated most equipment transfer under a single "Personal Property" section.

The revised draft:

- Separates personal property from vehicles and capital equipment.
- Defines what transfers.
- Identifies treatment of grant-funded or replacement equipment.
- Addresses liens, leases, and transfer restrictions.
- Creates explicit exclusions for Association-owned property.

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5. Association Assets Better Protected

One of the most notable changes is the clearer protection of assets belonging to the Rochester Volunteer Firefighter Association or successor charitable organization.

The revised agreement expressly excludes:

- Benevolent accounts.
- Charitable funds.
- Social funds.
- Scholarship funds.
- Memorial funds.
- Morale and recognition assets.
- Association-owned property.

The working draft only generally acknowledged the continued existence of a successor charitable organization without addressing asset ownership in detail.

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6. Revenue Transfer Provisions Expanded

The revised draft significantly expands the handling of:

- Accounts receivable.
- Ambulance billing collections.
- Uncollected revenues.
- ACH deposits.
- Third-party billing contracts.
- Restricted grants and funding streams.

The working draft addressed revenue assignment but with far less operational detail.

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7. Financial Accounts Section Strengthened

The revised agreement:

- Moves account transfers to the Operational Effective Date.
- Authorizes temporary transition accounts.
- Defines treatment of recurring deposits and withdrawals.
- Connects account administration to administrative wind-up activities.

The working draft simply required transfer of accounts within seven days of execution.

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8. Liability Allocation Clarified

This is one of the most important legal changes.

The revised agreement:

- Separates Financial Liabilities from Claims.
- Defines both terms.
- Requires a Schedule of Assumed Liabilities and Contracts.
- Clarifies the Village may assume contractual obligations without assuming tort liability.
- States that transfer of assets and receivables does not create successor liability.

The working draft attempted to reach the same result but with much less detail.

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9. Insurance Section Rewritten

The insurance language was substantially expanded.

The revised version:

- Distinguishes occurrence-based from claims-made coverage.
- Addresses tail coverage and runoff coverage.
- Requires preservation of historical insurance protection.
- Makes the Village the claims administrator after RVFC dissolution.
- Clarifies that administrative responsibility is not an assumption of liability.

The working draft contained only a brief insurance provision.

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10. New Workers' Compensation Section Added

A completely new section was added addressing:

- Pre-transition injuries.
- Occupational disease claims.
- Claim administration responsibilities.
- Insurance coverage responsibilities.
- Separation of claim administration from legal liability.
- Post-transition workers' compensation obligations.

This topic was not separately addressed in the working draft.

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11. Records and Technology Transfer Completely Rewritten

This is perhaps the largest expansion in the document.

The revised agreement now covers:

- Department records ownership.
- HIPAA and protected health information.
- Legal custodianship.
- Software systems.
- Websites and domains.

- Email accounts.
- Electronic patient care records.
- Cloud applications.
- User access controls.
- Administrative permissions.
- Fire Chief primacy over department systems.
- Required transfer of passwords, MFA credentials, and system documentation.

The earlier draft addressed records and software transfer in only a few paragraphs.

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12. Mutual Aid Language Expanded

The revised draft broadens the section to include:

- Formal mutual aid agreements.
- Automatic aid agreements.
- MABAS participation.
- Regional operational practices.
- Informal and customary response relationships.
- Continuity of existing emergency-response arrangements.

This appears consistent with the revisions you previously requested.

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13. DEA and Medical Direction Section Expanded

The revised agreement adds detailed provisions relating to:

- DEA registrations.
- Controlled substances.
- Medical director transition.
- Drug inventory management.
- Regulatory compliance.

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14. Dissolution and Wind-Up Provisions Substantially Enhanced

The revised draft fundamentally changes how RVFC's dissolution is handled.

It now:

- Defines a post-transition wind-up period.
- Limits RVFC activities to administrative wind-up activities.
- Enumerates specific permitted wind-up functions.
- Allows continued charitable/fundraising activities through the Association.
- Requires eventual dissolution after completion of wind-up obligations.

The working draft simply stated that RVFC would dissolve after transition activities were completed.

Overall Assessment

The revised agreement is much more sophisticated and legally protective than the working draft. Key themes of the revisions are:

1. **Clear separation between RVFC liabilities and Village liabilities.**
2. **Reduction of successor-liability risk to the Village.**
3. **Preservation of insurance coverage for pre-transition events.**
4. **Protection of Firefighter Association charitable assets.**
5. **Detailed transfer of records, technology, and operational systems.**
6. **Preservation of Fire Chief operational authority.**
7. **Structured dissolution and administrative wind-up process.**

From a municipal risk-management perspective, the most significant improvements are the rewritten **Liabilities**, **Insurance**, **Workers' Compensation**, **Records/Technology**, and **Administrative Wind-Up** sections, which collectively eliminate many of the ambiguity issues present in the earlier working draft.

AGREEMENT BETWEEN THE VILLAGE OF ROCHESTER AND ROCHESTER VOLUNTEER FIRE COMPANY, INC. RELATED TO THE CREATION OF ~~THEVILLAGE~~THE VILLAGE OF ROCHESTER FIRE DEPARTMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between the Village of Rochester, a Wisconsin municipal corporation (hereinafter referred to as the "Village"), and Rochester Volunteer Fire Company, Inc., a Wisconsin nonstock corporation organized under Chapter 181, Wis. Stats. (hereinafter referred to as "RVFC") (individually a "Party" and collectively "the Parties").

RECITALS

WHEREAS, since 1927, RVFC has faithfully and efficiently provided fire protection services, since expanding those services to include emergency medical services ("EMS"), to the Village, with a coverage area of roughly 18 square miles consisting of approximately 4,000 residents, both urban and rural housing developments, numerous farming operations, several commercial and institutional use areas; Wisconsin State Highways 20, 36, and 83, and approximately 1,500 acres of park and recreational sites, including the Fox River and several small lakes.

WHEREAS, RVFC also provides aid to neighboring municipalities and participates in the Mutual Aid Box Alarm System ("MABAS") program that is utilized for deploying rescue and emergency medical personnel in a multi-jurisdictional and/or multi-agency response; and

WHEREAS, RVFC currently provides EMS and fire protection services to the Village pursuant to an agreement that renews annually; and

WHEREAS, the Parties agree that it has become increasingly difficult to provide the adequate staffing needed to continue providing the high-level of EMS and fire protection services enjoyed by the community, while relying largely upon a volunteer firefighting force, and that the creation of a Village fire department, incorporating the personnel and assets of RVFC, will allow the high-level EMS and fire protection services to continue serving the area.

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NOW THEREFORE, in consideration of the above recitals and the following mutual covenants and conditions, RVFC and the Village agree as follows:

1. **Village of Rochester Fire Department**. Pursuant to Section 61.65 of the Wisconsin Statutes, the Village shall create the "Village of Rochester Fire Department" by adoption of an ordinance repealing and recreating Chapter 3 of the Village's Code of Ordinances. The Village Board shall establish an operational budget for the Fire Department including salary and benefits for the Fire Chief.

2. **Combination Department.** The Village of Rochester Fire Department shall operate as a combination fire and EMS department utilizing a combination of full-time, part-time, paid-on-call, volunteer, and auxiliary personnel as determined by the Village Board.

3. **Board of Fire Commissioners; Fire Department Chief.** When deemed appropriate by the Village, the Village shall consider adoption of an ordinance creating a Board of Fire Commissioners as authorized by Sections 61.65 and 62.13 of the Wisconsin Statutes.

   ~~The~~ Effective on the Operational Effective Date and until such time as a Board of Fire Commissioners is established, the Village Board shall appoint the ~~initial~~ Fire Chief. ~~Future appointments~~

   The Fire Chief shall be ~~made in accordance with~~ responsible for the supervision and management of Fire Department personnel and may administer day-to-day corrective and disciplinary actions, including counseling, verbal and written warnings, performance improvement measures, operational restrictions, and temporary administrative or operational suspensions pending investigation, consistent with Department policies and procedures.

   The Fire Chief shall make recommendations to the Village Board regarding the recruitment, appointment, promotion, demotion, suspension exceeding fourteen (14) days, termination of employment, removal from appointed office, or other significant

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personnel actions involving subordinate officers and personnel. Such actions shall require Village Board approval before becoming effective.

Nothing herein shall limit the Fire Chief's authority to immediately remove personnel from emergency incidents, apparatus operations, patient care activities, or other assignments when necessary to protect public safety, Department operations, Department property, or the health and safety of personnel.

Upon the establishment of a Board of Fire Commissioners, authority over Fire Department personnel shall thereafter be governed by applicable provisions found in Wis. Stats. 61.65, Wisc. Stats. 62.13, Village ordinances, and ~~any~~the rules and regulations of the Board of Fire Commissioners ~~established thereafter~~.

4. **RVFC Personnel.** ~~All employees of the RVFC, subject to~~ Subject to successful completion of a background check~~, will transfer over and become Village~~ demonstrating no disqualifying conduct, criminal history, or other cause for concern that would reasonably warrant denial of employment, discipline, or dismissal under Village policies or applicable law, all individuals serving as members, volunteers, paid-on-call personnel, part-time employees, and other employees ~~staffing~~of RVFC as of the Operational Effective Date shall be appointed or employed by the Village of Rochester Fire Department ~~as of the Operational Effective Date~~ on the Operational Effective Date, or sooner if agreed to by the Parties. The Village Board acknowledges the Parties' intent that all such personnel transition to the Village Fire Department unless a background check reveals a disqualifying issue.

Individuals serving in appointed officer positions with RVFC immediately prior to the Operational Effective Date, including the Fire Chief and subordinate officers identified in Exhibit A, shall retain their respective appointments and rank upon transition to the Village Fire Department. Such appointments shall remain in effect until modified through resignation, retirement, promotion, demotion, discipline, removal, or other personnel

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action taken in accordance with Section 3 of this Agreement ~~(set forth below) or sooner if the Parties agree.~~ and applicable Village policies.

Attached as Exhibit A is a listing of the anticipated positions ~~being~~to be transferred, seniority status, hours~~/~~, wage~~/~~ and salary information, ~~and~~ personnel assigned to ~~all those~~such positions~~. Future hirings will be approved by~~, and officer appointments anticipated to continue following the ~~Board of Fire Commissioners when created~~transition.

~~Village employment shall be conditioned upon completion of applicable pre-employment requirements. Existing years of service with RVFC shall be recognized for purposes determined by Village policy.~~Until such time as a Board of Fire Commissioners is established, appointments, promotions, discipline, and removals of Fire Department personnel shall be administered in accordance with Section 3 of this Agreement. Upon the establishment of a Board of Fire Commissioners, personnel matters shall thereafter be governed by applicable Wisconsin Statutes, Village ordinances, and the rules and regulations of the Board of Fire Commissioners.

As part of the transition, personnel shall complete customary employment onboarding, payroll, and employment eligibility documentation required by the Village. Accrued leave balances, personnel classifications, certifications, ~~and~~ training records, and other personnel records shall be reviewed and transferred as authorized by Village policy and applicable law.

For purposes of municipal employment, compensation, employee benefits, leave accruals, retirement participation, and other employment matters governed by Village policy or applicable law, an individual's Municipal Employment Date shall be the date on which such individual becomes an employee of the Village, except as otherwise expressly provided by Village policy or this Agreement.

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Each transitioning member's original date of service with RVFC shall be retained and recognized as that individual's Department Service Date for purposes of departmental seniority, years-of-service recognition, service awards, length-of-service programs, ceremonial precedence, and similar departmental traditions and acknowledgments.

The retention of a Department Service Date shall not, by itself, create any entitlement to compensation, benefits, leave accruals, retirement credit, or other employment-related rights beyond those otherwise established by Village policy, this Agreement, or applicable law.

4.5. **Personnel Policy.** ~~All employees~~Employees of the Village of Rochester Fire Department shall be subject to the terms and conditions of the ~~Village's "~~Village's Employee Handbook~~" ("~~ ("Personnel Manual~~")~~") and shall be entitled to ~~the~~ applicable compensation and benefits ~~set forth in the Personnel Manual~~provided therein. A copy of the Personnel Manual is on file with the Village.

Notwithstanding the foregoing, the operational Standard Operating Procedures (SOPs), Standard Operating Guidelines (SOGs), rules, regulations, and operational directives of RVFC in effect immediately prior to the Operational Effective Date shall remain in force and effect as the operational policies of the Village of Rochester Fire Department unless and until amended, superseded, or repealed by the Village Board or, following its creation, the Board of Fire Commissioners, in accordance with this Agreement and applicable law.

Following the Operational Effective Date, the Fire Chief shall work collaboratively with Village staff to review the Department's operational SOPs and SOGs and develop recommendations for Village Board consideration. To the extent practicable, such operational policies shall be incorporated into the Personnel Manual where consistent with existing Village policies and procedures, or otherwise referenced therein as separate departmental SOPs governing operational, training, safety, and emergency response matters. The Parties acknowledge that the intent of this process is to ultimately

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incorporate or reference the Department's operational policies within the Personnel Manual while preserving the Department's ability to maintain operational procedures specific to fire and emergency medical services.

To the extent of any conflict between the Personnel Manual and such operational SOPs or SOGs, the Personnel Manual shall govern employment-related matters, and the applicable SOP or SOG shall govern operational and emergency response matters.

The Village shall take all actions necessary to enroll eligible Fire Department employees in applicable employee benefit programs, including participation in the Wisconsin Retirement System when participation requirements are met.

~~5.~~6. **Early Administrative Services.** Prior to the Operational Effective Date, the Village may provide administrative services to the Rochester Volunteer Fire Company, including payroll processing, accounts payable processing, financial reporting, budget preparation, grant accounting, and related administrative support. During this period, Rochester Volunteer Fire Company shall retain responsibility for operational decisions and expenditures, while Village staff shall perform accounting and payroll functions under procedures approved by both parties

The parties acknowledge that the assumption of accounting and payroll services by the Village is intended to facilitate an orderly transition, improve financial reporting consistency, familiarize personnel with Village administrative procedures, and reduce operational risk associated with the transfer of fire and EMS services.

~~6.~~7. **Personal Property.** Effective on the Operational Effective Date, RVFC shall transfer ~~ownership of its personal property~~ to the Village~~. The Parties hereby agree to collaboratively work together to develop a detailed list of~~ ownership of all personal property owned by RVFC and utilized in connection with fire, rescue, and EMS operations, including vehicles, apparatus, capital equipment, communication equipment, medical equipment and supplies ~~and office~~ , SCBA equipment, furnishings,

~~supplies,~~office equipment, technology assets, tools, inventories, and other related ~~fixtures currently utilized by the RVFC. The Village reserves the right to inspect all such personal property prior to acceptance of ownership and may decline acceptance of any transfer in its sole discretion. Generally, the following types of large item personal property will be transferred to the Village:~~personal property.

~~a. **Vehicles.** RVFC shall transfer ownership of the vehicles/boats listed on the titles set forth in the attached Exhibit B and any other vehicles/boats that are agreed to by the Parties. The specific types of vehicles/boats include but are not limited to the following: XX fire engines, XX water tender, two advanced life support ambulances, a command vehicle, a brush truck, and ?.~~

~~b. **Furniture and Equipment.** RVFC shall transfer ownership of all furniture, supplies, and equipment ("Personal Property Assets"). The Parties will develop a schedule of Personal Property Assets and mutually agree on its contents.~~

Notwithstanding the foregoing, property owned solely by the Rochester Volunteer Firefighter Association, Inc., or any successor charitable or benevolent organization, and not owned by RVFC, shall not be subject to transfer under this Agreement. Such excluded property may include association fundraising assets, charitable funds, memorabilia, awards, social-use equipment, and other property maintained exclusively for benevolent, charitable, fraternal, or association purposes and not for departmental operations.

Prior to the Operational Effective Date, the ~~parties~~Parties shall jointly complete and approve a comprehensive inventory of all assets to be transferred. Such inventory shall identify all vehicles, apparatus, equipment, furnishings, supplies, communication equipment, SCBA equipment, medical equipment, ~~and other assets to be transferred~~technology assets, and other personal property utilized in departmental operations. The inventory shall also identify any property excluded from transfer because it is owned solely by the Rochester Volunteer Firefighter Association, Inc., or any successor charitable or benevolent organization.

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8. **Vehicles and Capital Equipment.** RVFC shall transfer ownership of the vehicles and capital equipment identified in Exhibit B, together with any replacement, newly acquired, donated, or grant-funded vehicles or capital equipment placed into service prior to the Operational Effective Date and utilized in departmental operations.

Assets subject to ~~ownership interests,~~ liens, grants, lease obligations, contractual restrictions, ~~or~~third-party ownership ~~claims by third parties~~interests, or other transfer limitations shall be specifically identified on the inventory schedule. The ~~parties~~Parties shall ~~obtain~~cooperate in obtaining any required approvals ~~or execute separate transfer agreements prior to~~and executing any documents necessary to effectuate transfer.

~~**Real Estate/Land**. The Village shall retain its ownership~~ The Village may inspect assets prior to the Operational Effective Date and identify any assets it does not wish to retain for departmental use. The Parties shall cooperate to determine the disposition of any such assets prior to the dissolution of RVFC.

Except for property expressly identified on the inventory schedule as being owned solely by the Rochester Volunteer Firefighter Association, Inc., or any successor charitable or benevolent organization, all vehicles, apparatus, capital equipment, and other personal property utilized in departmental operations and owned by RVFC shall transfer to the Village or be disposed of at the direction of the Village. No provision of this Agreement shall be construed to transfer ownership of property that is independently owned by the Rochester Volunteer Firefighter Association, Inc., or any successor charitable or benevolent organization.

~~7.~~9. **Real Property.** The Village shall retain ownership of all real property ~~which includes one Fire Station~~ used in connection with fire and EMS operations, including the fire station located at 31020 Academy Road, Rochester, ~~WI 53105, as well as~~ Wisconsin 53167, together with the underlying ~~three parcels of land known as parcel numbers~~real estate

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commonly identified as Tax Parcel Nos. 176-03-19-10-029-001~~;~~, 176-03-19-10-029-002, and 176-03-19-11-343-001 (collectively, the "Station Property").

The Station Property includes all buildings, structures, improvements, fixtures, permanently installed equipment, easements, rights-of-way, licenses, appurtenances, utility connections, parking areas, driveways, signage, landscaping, and other rights and interests customarily associated with the ownership and use of the real property. Nothing in this Agreement shall be construed to alter or impair the Village's ownership of the Station Property.

10. **Fire/EMS Revenues.** Until the Operational Effective Date, all revenues generated through RVFC ~~shall assign~~operations shall continue to be deposited into RVFC accounts and utilized for RVFC operating expenses, payroll, debt service, contractual obligations, and other lawful purposes.

Effective upon the Operational Effective Date, RVFC hereby assigns, transfers, and conveys to the Village all ~~contracts for the~~ accounts receivable, billing claims, collection ~~of revenues related to billings for fire and rescue services. Until such time as such contracts are assigned or terminated, revenue received by RVFC shall be transferred to the Village upon receipt. Upon execution of this Agreement, the Village shall retain the contractually allotted portion of~~ rights, and rights to payment arising from fire and EMS operations, including ambulance ~~service fees~~billing revenues, State dues ~~received pursuant to Wis. Stat. Sections 101.573 and 101.575~~, State EMS funding ~~as well as retain all revenue derived from fire prevention inspections, and permits issued~~, inspection fees, permits, grants, and other operational revenues, whether accrued, billed, unbilled, pending collection, or otherwise existing as of the Operational Effective Date, regardless of whether the underlying services were provided before, on, or after the Operational Effective Date.

Any revenues received by RVFC after the Operational Effective Date that are attributable to fire or EMS operations, including payments for services provided before, on, or after

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the Operational Effective Date, shall be held in trust for the Village and promptly remitted to the Village.

The Parties acknowledge that RVFC has contracted with one or more third-party billing and collection service providers for the administration and collection of ambulance billing and related receivables. Any such contracts shall be assigned to the Village as provided elsewhere in this Agreement, and, following the Operational Effective Date, all amounts collected by such service providers shall be remitted to and deemed the property of the Village, including amounts collected on accounts arising before the Operational Effective Date.

Funds received pursuant to Wis. Stat. §§ 101.573, 101.575, Act 102 Fire Prevention ~~grants~~Grants, EMS Flex ~~grants~~Grants, or other restricted grants shall remain restricted funds and shall be maintained in separate accounts and utilized only for their authorized purposes.

8. ~~**Financial Accounts.** Ownership of the financial accounts of RVFC shall be transferred to the Village within 7 days of execution of this Agreement. The Parties agree that a transition account may need to be maintained for a limited period of time to allow for receipts to post.~~

The Parties acknowledge that certain revenues may continue to be deposited into RVFC accounts following the Operational Effective Date as a result of existing ACH instructions, billing arrangements, or payment processing systems. Receipt of such funds by RVFC shall not affect the Village's ownership of such revenues, and RVFC shall promptly transfer all such funds to the Village until all payment streams have been successfully redirected to Village-controlled accounts.

11. **Financial Accounts.** On the Operational Effective Date, RVFC shall transfer to the Village all bank accounts, investment accounts, certificates of deposit, and other financial accounts used for or associated with the provision of fire and EMS services, including accounts containing operating revenues, governmental funding, grants, service fees,

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donations restricted for departmental operations, and other funds held for the benefit of the fire and EMS department. RVFC shall cooperate with the Village and all applicable financial institutions to complete the transfer of ownership, signatory authority, and control of such accounts as of the Operational Effective Date.

Notwithstanding the foregoing, any RVFC financial account utilized for automated clearing house (ACH) transactions, electronic funds transfers, merchant services, payroll processing, ambulance billing remittances, recurring deposits, automatic withdrawals, or similar financial transactions may remain open following the Operational Effective Date for a temporary transition period. During such period, RVFC and the Village shall cooperate to transfer all recurring receipts and disbursements to Village-controlled accounts. The continued existence of such accounts during the transition period shall constitute an authorized administrative wind-up activity under Section 20.

Any revenues received into such accounts following the Operational Effective Date that are attributable to Village fire or EMS operations shall be promptly remitted or transferred to the Village. Upon verification that all recurring deposits, withdrawals, and other financial transactions have been successfully redirected to Village accounts, the remaining account balances shall be transferred to the Village and the accounts shall be closed. RVFC shall retain no beneficial interest in such funds except as otherwise expressly provided in this Agreement.

~~9.~~12. **Nothing in this Agreement shall require the dissolution of the Rochester Volunteer Firefighter Association, Inc., or any successor charitable or benevolent organization.** The ~~parties~~Parties acknowledge the continued value of an independent nonprofit organization supporting fire and EMS services through fundraising, community outreach, scholarships, member welfare programs, and other charitable activities.

Notwithstanding any provision of this Agreement to the contrary, bank accounts, investment accounts, and other financial assets owned and maintained by the Rochester Volunteer Firefighter Association, Inc., or any successor charitable or benevolent

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organization, exclusively for social, charitable, or benevolent purposes, including member welfare, community charitable activities, scholarships, memorials, and relief funds, and not designated, restricted, or held specifically for the operation of fire or EMS services, shall not transfer to the Village and shall remain the property of such organization.

For the avoidance of doubt, proceeds from fundraising activities conducted for social, charitable, or benevolent purposes of the Rochester Volunteer Firefighter Association, Inc., or its successor organization shall remain the property of such organization and shall not be transferred to the Village unless such proceeds were specifically solicited, designated, restricted, or held for fire or EMS operational purposes.

13. **Liabilities and Other Contracts.** RVFC shall create a schedule, within fifteen (15) days of execution of this Agreement, ~~of~~identifying all known financial liabilities ~~(including any~~, contractual obligations, and pending or threatened claims~~) and contracts~~ of RVFC and ~~disclose~~shall provide such schedule ~~and~~, together with copies of ~~scheduled~~applicable documents, to the Village for review and approval.

For purposes of this Agreement, "Financial Liabilities" means debts, accounts payable, accrued expenses, contractual payment obligations, loans, lease obligations, tax obligations, payroll-related obligations, and other monetary obligations owed by RVFC. "Claims" means claims, demands, causes of action, lawsuits, administrative proceedings, workers' compensation claims, employment-related claims, patient care claims, property damage claims, bodily injury claims, and other asserted liabilities arising from RVFC operations.

It is the intention of the Parties that ~~contracts to which RVFC is a party~~those Financial Liabilities and contractual obligations identified on the approved Schedule of Assumed Liabilities and Contracts shall be assumed by the Village ~~upon~~effective as of the Operational Effective Date ~~of this Agreement.~~. The Village reserves the right to review all scheduled ~~liabilities, claims~~Financial Liabilities, Claims, and contracts and ~~decline~~

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~~assumption of one or more liabilities or contracts for any reason,~~ in its sole discretion, decline to assume any Financial Liability or contract. As it relates to vendor contractual obligations, the Parties agree to work in good faith to determine which contracts should terminate, be assigned, or otherwise be renegotiated.

In the ~~case that~~event the Village declines to assume any ~~such known liability~~ identified Financial Liability or contract, RVFC ~~will~~shall make arrangements prior to the transfer of assets for ~~a transition account maintained in order to cover those potential liabilities. Under no circumstances shall~~ sufficient funds or other resources to satisfy such Financial Liability or contractual obligation.

The assumption by the Village of any Financial Liability or contract shall not constitute an assumption of responsibility for any Claim arising out of RVFC operations occurring prior to the Operational Effective Date. Any such Claim shall remain subject to the applicable insurance coverage maintained by RVFC and shall be tendered to the appropriate insurer for investigation, defense, adjustment, and payment in accordance with the applicable policy terms and conditions.

The transfer of accounts receivable, billing claims, collection rights, or other assets to the Village shall not constitute an assumption by the Village of liability for any Claim arising from services rendered, acts or omissions occurring, or operations conducted by RVFC prior to the Operational Effective Date.

The Village shall not be deemed a legal successor to RVFC for purposes of liability for Claims arising from pre-Operational Effective Date operations; provided, however, that the Village shall serve as the successor administrator for the handling of such Claims as provided elsewhere in this Agreement.

14. **Insurance and Risk Management.** Until the Operational Effective Date, RVFC shall maintain, at its expense, all insurance coverages reasonably necessary for its continued ownership of assets and operation of fire and EMS services, including property, casualty,

general liability, professional liability, automobile liability, workers' compensation, directors and officers liability, employment practices liability, and any other insurance customarily maintained by RVFC.

RVFC shall remain responsible for maintaining such coverage through the Operational Effective Date and for taking all actions reasonably necessary to preserve coverage for Claims arising from acts, omissions, injuries, losses, exposures, or occurrences taking place prior to the Operational Effective Date.

Effective as of the Operational Effective Date, the Village shall assume responsibility for maintaining insurance coverage for all assets, personnel, operations, and liabilities assumed by the Village under this Agreement. The Village's assumption of scheduled Financial Liabilities under this Agreement shall not be construed ~~to be the~~as an assumption ~~by the Village~~ of ~~liability or~~ responsibility for ~~any claims against RVFC and the Village is not a successor entity to RVFC~~Claims arising from events occurring prior to the Operational Effective Date.

~~**Insurance.**~~ The Parties acknowledge that certain liability policies maintained by RVFC ~~will work cooperatively to provide~~ are written on an occurrence basis and are intended to respond to covered acts, omissions, injuries, losses, exposures, or occurrences taking place during the ~~Village with copies~~applicable policy periods regardless of ~~all policies and schedules of~~ when a Claim is asserted or whether RVFC has subsequently dissolved. Any Claim arising from RVFC operations occurring prior to the Operational Effective Date shall be tendered to the applicable RVFC insurance carrier for review, defense, adjustment, settlement, or payment pursuant to the applicable policy.

Prior to dissolution, RVFC shall take all actions reasonably necessary to preserve such coverage and ~~to transfer such policies~~ shall cooperate with the Village in transferring policy records, claim records, underwriting information, and ~~schedules to the Village.~~ other documentation reasonably necessary for the future administration of Claims.

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The Parties ~~will work cooperatively~~shall cooperate prior to the Operational Effective Date to ~~secure tail~~identify any insurance ~~coverage (~~policies maintained by RVFC that are written on a claims-made basis or that otherwise require an extended reporting period~~) for~~, runoff coverage, business cessation ~~for RVFC~~ coverage, dissolution coverage, or similar protection. Any such coverage reasonably determined to be necessary shall be obtained prior to RVFC's dissolution. Unless otherwise agreed by the Parties, the cost of such coverage shall be paid from RVFC assets.

Upon dissolution of RVFC, the Village shall serve as the administrator of Claims arising from pre-Operational Effective Date RVFC operations, including receiving notices of Claims, tendering Claims to applicable insurers, maintaining records, communicating with insurers and ~~its members~~claimants, and cooperating in the defense, adjustment, settlement, and resolution of such Claims. Such administrative responsibilities shall not constitute an assumption by the Village of legal liability for the underlying Claim. The Village shall be responsible only for such insurance deductibles, claim administration expenses, and other financial obligations, if any, expressly assumed by the Village pursuant to this Agreement. Nothing in this Agreement shall be construed as an assumption by the Village of liability for any Claim or loss not covered by applicable insurance.

Upon dissolution of RVFC, the Village shall ~~remain~~be responsible only for ~~obligations~~insurance deductibles and ~~liabilities~~reasonable claim administration expenses associated with Claims arising from pre-Operational Effective Date RVFC operations. Nothing in this Agreement shall be construed as an assumption by the Village of any uninsured claim, uninsured loss, or liability not covered by applicable insurance.

14. Workers' Compensation Claims. Any workers' compensation claim, occupational disease claim, disability claim, or other employment-related injury claim arising from an injury, illness, exposure, or event occurring prior to the Operational Effective Date ~~unless specifically assumed in writing by the Village.~~ shall be tendered to and processed through

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the workers' compensation insurance coverage applicable to RVFC at the time of the injury, illness, exposure, or event.

Following the Operational Effective Date and dissolution of RVFC, the Village shall serve solely as the administrator of such claims, including maintaining records, receiving claim notices, communicating with claimants and insurers, and coordinating claim handling activities. Such administrative duties shall not constitute an assumption of legal responsibility for the underlying injury, illness, exposure, occurrence, claim, or liability.

The Village shall be responsible ~~for liabilities incurred by the Village Fire Department~~only for claim administration expenses and any deductible applicable under the workers' compensation coverage maintained by RVFC for such claims. Nothing in this Agreement shall be construed as an assumption by the Village of any uninsured workers' compensation claim, uninsured loss, uninsured obligation, or other liability not covered by the applicable workers' compensation insurance policy.

The Village shall be solely responsible for workers' compensation coverage and claims arising from injuries, illnesses, exposures, occupational diseases, or other covered events occurring on or after the Operational Effective Date.

~~10. **Paper and Computerized Records and Computer Applications.** RVFC shall provide all its records (paper and electronic) to the Village as a part of the transfer of operations. The Village shall retain RVFC's departmental records (paper and electronic) until such time as the documents may be destroyed pursuant to any applicable records retention ordinance or the provisions of Wis. Stat. Section 19.21. RVFC shall work with the Village to have the software utilized in its operations transferred to the Village.~~

15. **Records, Data, and Information Systems.** Effective on the Operational Effective Date, all records, data, and information maintained by RVFC in connection with the provision of fire, EMS, rescue, administrative, financial, personnel, training, incident response,

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inspection, prevention, and other departmental functions, whether maintained in paper, electronic, cloud-based, audio, video, photographic, or other format, shall become the property of the Village. Upon the dissolution of RVFC, the Village shall succeed to and assume ownership, custody, control, and responsibility for all such records and information.

The Fire Chief, or their designee, shall serve as the legal custodian and primary administrator of all departmental records, data, and information systems in accordance with applicable law, Village policy, and the authority granted under this Agreement. Such records may be maintained at the fire station, Village offices, cloud-based systems, or other locations designated by the Village; however, all such records shall remain Village property and shall be subject to Village records retention schedules, public records policies, applicable privacy and security requirements, and all applicable provisions of federal and Wisconsin law.

Without limitation, all patient care reports, EMS records, protected health information ("PHI"), billing records, quality assurance records, treatment records, clinical protocols, exposure records, medical documentation, and other health-related records generated or maintained in connection with EMS operations shall become the property of the Village. The Village shall become the custodian of such records and shall maintain, use, disclose, retain, and destroy such records in accordance with HIPAA, applicable Wisconsin law, and applicable records retention requirements. Nothing in this Agreement shall authorize the unauthorized disclosure of PHI, but rather shall facilitate the lawful transfer of custody and control to the Village as the successor operator of the EMS service.

RVFC shall cooperate fully with the Village to transfer possession, custody, access rights, control, and administrative authority over all departmental records, databases, information systems, and technology resources. To the fullest extent permitted by law and by applicable vendor agreements, RVFC shall transfer, assign, or otherwise convey to the Village all software licenses, databases, subscriptions, applications, cloud-based services, electronic patient care reporting systems, records management systems, billing platforms,

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scheduling systems, learning management systems, websites, domain names, email accounts, electronic storage systems, technology platforms, and other technology resources utilized in connection with departmental operations.

Effective on the Operational Effective Date, all rights, title, interests, account ownership, administrative rights, licenses, permissions, and control of such technology resources shall vest exclusively in the Village. Prior to or concurrent with the Operational Effective Date, RVFC shall provide the Village Administrator, Fire Chief, and such other Village representatives as designated by the Village with full administrative ownership and administrator-level access sufficient to access, retrieve, export, preserve, manage, administer, audit, and operate all departmental records, data, and technology resources.

The Fire Chief, or their designee, shall serve as the primary administrator and operational authority for departmental technology resources and information systems utilized in connection with fire, EMS, rescue, training, inspection, prevention, emergency management, administrative, and other departmental functions. Subject to applicable Village policies and oversight, the Fire Chief shall have authority to administer the creation, modification, suspension, and removal of user accounts, permissions, security roles, system access rights, operational settings, and other configurations necessary for the effective management and operation of departmental systems and records.

The Village Administrator and authorized Village information technology personnel shall retain such administrative access and oversight authority as necessary to ensure compliance with Village policies, cybersecurity requirements, records management requirements, legal obligations, continuity of operations, and technology governance standards. The Village Administrator, Fire Chief, and authorized Village staff shall work cooperatively to ensure that departmental technology resources are administered in a manner that supports operational effectiveness, information security, regulatory compliance, and the preservation of public records and protected health information. Nothing herein shall be construed to limit the Fire Chief's primary operational authority

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over departmental technology resources or the management of departmental records and data.

RVFC shall execute all vendor forms, authorizations, assignments, business associate agreement amendments, account transfer documents, security role assignments, multifactor authentication transfers, and other documents reasonably necessary to transfer ownership and administrative control of departmental technology resources to the Village. RVFC shall further provide all usernames, passwords, authentication credentials, licensing records, vendor contacts, system documentation, backup data, encryption keys, authentication devices, recovery information, data export files, and other information reasonably necessary to ensure the orderly transition, preservation, and continued operation of such systems.

Upon completion of the transition and dissolution of RVFC, the Village shall serve as the sole owner of all departmental records, data, and information systems. RVFC shall certify that no former officer, director, member, employee, contractor, or volunteer retains exclusive administrative control over any departmental record, database, account, application, or technology resource utilized in connection with departmental operations.

~~11.~~16. **Mutual Aid ~~Contractual Services.~~ and Intergovernmental Service Arrangements.** RVFC currently participates in various mutual aid~~ agreements with other~~, automatic aid, intergovernmental service, and cooperative response arrangements with neighboring fire departments, emergency medical service providers, and municipalities, ~~as well as participates~~including participation in the Mutual Aid Box Alarm System ~~("~~("MABAS"~~) program that is utilized for deploying~~"). Such arrangements facilitate the deployment of fire, rescue, EMS, and ~~emergency medical personnel in~~specialty response resources on a multi-jurisdictional and~~/or~~ multi-agency ~~response~~basis. A list of ~~all such~~formal agreements and contractual obligations known to the Parties as of the date of this Agreement is set forth in Exhibit C. ~~The Village agrees to renegotiate as necessary and fully assume the requirements of those agreements upon the Operational Effective Date (see below).~~

The Parties acknowledge and intend that the Village Fire Department shall continue, without interruption to the greatest extent practicable, the operational relationships, response practices, and cooperative arrangements historically maintained by RVFC. Effective on the Operational Effective Date, the Village shall succeed to and assume, to the extent assignable, all rights, responsibilities, and obligations of RVFC under the agreements identified in Exhibit C and shall take all actions reasonably necessary to effectuate such assumption, including obtaining approvals, executing assignments, entering into replacement agreements, or adopting successor agreements as may be required.

The Village further intends to continue participation in MABAS and to maintain existing automatic aid agreements, mutual aid agreements, box alarm assignments, response plans, operational understandings, and customary mutual aid practices with neighboring jurisdictions that have historically supported fire, rescue, and EMS operations serving the Village and surrounding area. Nothing in this Agreement shall be construed to terminate or impair the continuity of such cooperative emergency response relationships except as may be mutually agreed upon by the Village and the affected agencies or otherwise required by law.

The Village, Fire Chief, and neighboring response agencies shall work cooperatively following the Operational Effective Date to ensure the seamless continuation of emergency response services and regional cooperation arrangements for the protection of the public health, safety, and welfare.

~~12.~~17. **Dry Fire Hydrants**. RVFC currently has a number of agreements with various property owners to access private water supplies for fire department use. The Parties will work together with the affected property owners and the Department of Natural Resources to seek new agreements for the benefit of the Village of Rochester Fire Department.

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~~13.~~18. **Drug Enforcement Administration Registration~~,~~ and Medical Direction.**

RVFC ~~will work~~shall cooperate with and provide reasonable assistance to the Village ~~to obtain a registration with the Drug Enforcement Administration~~in obtaining, prior to the Operational Effective Date, all registrations, permits, authorizations, and approvals necessary for the Village of Rochester Fire Department to ~~enable the handling of~~ lawfully possess, store, administer, transport, and account for controlled substances in ~~carrying out~~ connection with the provision of emergency medical services. ~~The Parties will~~Such assistance shall include the provision of records, inventories, policies, and other documentation reasonably necessary to facilitate the ~~appointment of a medical director as required by State and Federal regulations~~transition.

The Parties shall work cooperatively to identify and facilitate the appointment of a qualified medical director and to complete all agreements, approvals, and regulatory requirements necessary for the continuation of emergency medical services by the Village on the Operational Effective Date.

The Parties shall further cooperate to transfer, dispose of, or otherwise account for all controlled substances, related inventories, logs, records, and equipment in compliance with applicable federal and state laws and the requirements of the medical director and any applicable regulatory agencies.

19. **Operational Effective Date; Dissolution of RVFC.** The current agreement between the Parties provides that either party may terminate the agreement upon one hundred twenty (120 ~~days'~~) days' notice unless a shorter period ~~of time~~ is agreed upon by both Parties. Both Parties hereby agree that, while this ~~agreement~~Agreement has been executed ~~early to work towards its purpose~~in advance to facilitate the transition contemplated herein, the operational effective date of this ~~agreement is~~ Agreement shall be (DATE) ~~("~~(the "Operational Effective Date~~") Both~~").

The Parties ~~will~~shall work together in good faith to ~~accomplish~~complete the actions ~~set forth above~~contemplated by this Agreement as soon as reasonably possible, but in no event later than the Operational Effective Date~~,~~ unless ~~said date is~~ extended by written

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agreement of the Parties. ~~However, until~~Until the Village of Rochester Fire Department becomes fully operational, RVFC ~~will~~shall remain in place to provide ~~EMS and~~ fire protection ~~to the Village or for any~~ , emergency medical services, and such other ~~purpose~~services as may be required by the Village. ~~After~~

Following the Operational Effective Date, operational responsibility for fire, rescue, and EMS services shall transfer to the Village of Rochester Fire Department ~~is fully operational and all actions~~ as provided ~~for under~~in this Agreement ~~have been completed~~. Thereafter, RVFC shall cease all fire, rescue, EMS, and other operational activities and shall remain in existence solely for the purpose of completing administrative wind ~~down and~~ -up activities in accordance with applicable law and the terms of this Agreement.

Notwithstanding the foregoing, RVFC shall remain incorporated and in existence for such period as is reasonably necessary to complete administrative wind-up activities, including collecting and reconciling outstanding receivables; receiving and transferring revenues attributable to departmental operations; resolving, contesting, or satisfying outstanding liabilities and obligations; administering insurance matters and open claims; completing audits, tax filings, and governmental reporting requirements; transferring records, accounts, contracts, and other assets as contemplated by this Agreement; maintaining corporate records; and fulfilling any remaining legal, contractual, regulatory, or administrative obligations arising from its prior operations or the implementation of this Agreement.

During such wind-up period, RVFC shall not engage in the provision of fire, rescue, EMS, training, business, or other operational activities except to the extent reasonably necessary to accomplish its administrative wind-up activities or as otherwise expressly authorized in writing by the Village. Nothing herein shall prohibit the Rochester Volunteer Firefighter Association, Inc., or any successor charitable or benevolent organization, from continuing fundraising, charitable, benevolent, community outreach, employee recognition, morale, recreational, or similar activities for the benefit of the Village of Rochester Fire Department and its personnel, provided that such activities are

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conducted independently of RVFC's administrative wind-up activities and do not interfere with the Village's ownership, management, or operation of the Fire Department.

Upon completion of such administrative wind-up activities and satisfaction of its remaining obligations, RVFC shall take all actions necessary to dissolve in accordance with applicable law. The Parties shall cooperate in good faith to facilitate the orderly completion of such administrative wind-up activities and the subsequent dissolution of RVFC.

16. **Governing Law.** This Agreement shall be governed by and construed according to the Laws of the State of Wisconsin.

17. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between RVFC and the Village regarding the subject matter hereof and may only be amended by a written agreement executed by RVFC and the Village.

Dated this XX day of XXXX, 2026.

VILLAGE OF ROCHESTER

By: _____
Village President

Attest:

By: _____
Village Clerk

Dated this XX day of XXXX, 202.

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ROCHESTER VOLUNTEER FIRE COMPANY, INC.

By: _____

Title

Attest:

By: _____

Title

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AGREEMENT BETWEEN THE VILLAGE OF ROCHESTER AND ROCHESTER VOLUNTEER FIRE COMPANY, INC. RELATED TO THE CREATION OF THE VILLAGE OF ROCHESTER FIRE DEPARTMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between the Village of Rochester, a Wisconsin municipal corporation (hereinafter referred to as the "Village"), and Rochester Volunteer Fire Company, Inc., a Wisconsin nonstock corporation organized under Chapter 181, Wis. Stats. (hereinafter referred to as "RVFC") (individually a "Party" and collectively "the Parties").

RECITALS

WHEREAS, since 1927, RVFC has faithfully and efficiently provided fire protection services, since expanding those services to include emergency medical services ("EMS"), to the Village, with a coverage area of roughly 18 square miles consisting of approximately 4,000 residents, both urban and rural housing developments, numerous farming operations, several commercial and institutional use areas; Wisconsin State Highways 20, 36, and 83, and approximately 1,500 acres of park and recreational sites, including the Fox River and several small lakes.

WHEREAS, RVFC also provides aid to neighboring municipalities and participates in the Mutual Aid Box Alarm System ("MABAS") program that is utilized for deploying rescue and emergency medical personnel in a multi-jurisdictional and/or multi-agency response; and

WHEREAS, RVFC currently provides EMS and fire protection services to the Village pursuant to an agreement that renews annually; and

WHEREAS, the Parties agree that it has become increasingly difficult to provide the adequate staffing needed to continue providing the high-level of EMS and fire protection services enjoyed by the community, while relying largely upon a volunteer firefighting force, and that the creation of a Village fire department, incorporating the personnel and assets of RVFC, will allow the high-level EMS and fire protection services to continue serving the area.

NOW THEREFORE, in consideration of the above recitals and the following mutual covenants and conditions, RVFC and the Village agree as follows:

1. **Village of Rochester Fire Department**. Pursuant to Section 61.65 of the Wisconsin Statutes, the Village shall create the "Village of Rochester Fire Department" by adoption of an ordinance repealing and recreating Chapter 3 of the Village's Code of Ordinances. The Village Board shall establish an operational budget for the Fire Department including salary and benefits for the Fire Chief.

2. **Combination Department.** The Village of Rochester Fire Department shall operate as a combination fire and EMS department utilizing a combination of full-time, part-time, paid-on-call, volunteer, and auxiliary personnel as determined by the Village Board.

3. **Board of Fire Commissioners; Fire Department Chief.** When deemed appropriate by the Village, the Village shall consider adoption of an ordinance creating a Board of Fire Commissioners as authorized by Sections 61.65 and 62.13 of the Wisconsin Statutes.

   Effective on the Operational Effective Date and until such time as a Board of Fire Commissioners is established, the Village Board shall appoint the Fire Chief.

   The Fire Chief shall be responsible for the supervision and management of Fire Department personnel and may administer day-to-day corrective and disciplinary actions, including counseling, verbal and written warnings, performance improvement measures, operational restrictions, and temporary administrative or operational suspensions pending investigation, consistent with Department policies and procedures.

   The Fire Chief shall make recommendations to the Village Board regarding the recruitment, appointment, promotion, demotion, suspension exceeding fourteen (14) days, termination of employment, removal from appointed office, or other significant personnel actions involving subordinate officers and personnel. Such actions shall require Village Board approval before becoming effective.

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Nothing herein shall limit the Fire Chief's authority to immediately remove personnel from emergency incidents, apparatus operations, patient care activities, or other assignments when necessary to protect public safety, Department operations, Department property, or the health and safety of personnel.

Upon the establishment of a Board of Fire Commissioners, authority over Fire Department personnel shall thereafter be governed by applicable provisions found in Wis. Stats. 61.65, Wisc. Stats. 62.13, Village ordinances, and the rules and regulations of the Board of Fire Commissioners.

4. **RVFC Personnel.** Subject to successful completion of a background check demonstrating no disqualifying conduct, criminal history, or other cause for concern that would reasonably warrant denial of employment, discipline, or dismissal under Village policies or applicable law, all individuals serving as members, volunteers, paid-on-call personnel, part-time employees, and other employees of RVFC as of the Operational Effective Date shall be appointed or employed by the Village of Rochester Fire Department on the Operational Effective Date, or sooner if agreed to by the Parties. The Village Board acknowledges the Parties' intent that all such personnel transition to the Village Fire Department unless a background check reveals a disqualifying issue.

   Individuals serving in appointed officer positions with RVFC immediately prior to the Operational Effective Date, including the Fire Chief and subordinate officers identified in Exhibit A, shall retain their respective appointments and rank upon transition to the Village Fire Department. Such appointments shall remain in effect until modified through resignation, retirement, promotion, demotion, discipline, removal, or other personnel action taken in accordance with Section 3 of this Agreement and applicable Village policies.

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Attached as Exhibit A is a listing of the anticipated positions to be transferred, seniority status, hours, wage and salary information, personnel assigned to such positions, and officer appointments anticipated to continue following the transition.
Until such time as a Board of Fire Commissioners is established, appointments, promotions, discipline, and removals of Fire Department personnel shall be administered in accordance with Section 3 of this Agreement. Upon the establishment of a Board of Fire Commissioners, personnel matters shall thereafter be governed by applicable Wisconsin Statutes, Village ordinances, and the rules and regulations of the Board of Fire Commissioners.

As part of the transition, personnel shall complete customary employment onboarding, payroll, and employment eligibility documentation required by the Village. Accrued leave balances, personnel classifications, certifications, training records, and other personnel records shall be reviewed and transferred as authorized by Village policy and applicable law.

For purposes of municipal employment, compensation, employee benefits, leave accruals, retirement participation, and other employment matters governed by Village policy or applicable law, an individual's Municipal Employment Date shall be the date on which such individual becomes an employee of the Village, except as otherwise expressly provided by Village policy or this Agreement.

Each transitioning member's original date of service with RVFC shall be retained and recognized as that individual's Department Service Date for purposes of departmental seniority, years-of-service recognition, service awards, length-of-service programs, ceremonial precedence, and similar departmental traditions and acknowledgments.

The retention of a Department Service Date shall not, by itself, create any entitlement to compensation, benefits, leave accruals, retirement credit, or other employment-related rights beyond those otherwise established by Village policy, this Agreement, or applicable law.

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5. **Personnel Policy.** Employees of the Village of Rochester Fire Department shall be subject to the terms and conditions of the Village's Employee Handbook ("Personnel Manual") and shall be entitled to applicable compensation and benefits provided therein. A copy of the Personnel Manual is on file with the Village.

   Notwithstanding the foregoing, the operational Standard Operating Procedures (SOPs), Standard Operating Guidelines (SOGs), rules, regulations, and operational directives of RVFC in effect immediately prior to the Operational Effective Date shall remain in force and effect as the operational policies of the Village of Rochester Fire Department unless and until amended, superseded, or repealed by the Village Board or, following its creation, the Board of Fire Commissioners, in accordance with this Agreement and applicable law.

   Following the Operational Effective Date, the Fire Chief shall work collaboratively with Village staff to review the Department's operational SOPs and SOGs and develop recommendations for Village Board consideration. To the extent practicable, such operational policies shall be incorporated into the Personnel Manual where consistent with existing Village policies and procedures, or otherwise referenced therein as separate departmental SOPs governing operational, training, safety, and emergency response matters. The Parties acknowledge that the intent of this process is to ultimately incorporate or reference the Department's operational policies within the Personnel Manual while preserving the Department's ability to maintain operational procedures specific to fire and emergency medical services.

   To the extent of any conflict between the Personnel Manual and such operational SOPs or SOGs, the Personnel Manual shall govern employment-related matters, and the applicable SOP or SOG shall govern operational and emergency response matters.

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The Village shall take all actions necessary to enroll eligible Fire Department employees in applicable employee benefit programs, including participation in the Wisconsin Retirement System when participation requirements are met.

6. **Early Administrative Services.** Prior to the Operational Effective Date, the Village may provide administrative services to the Rochester Volunteer Fire Company, including payroll processing, accounts payable processing, financial reporting, budget preparation, grant accounting, and related administrative support. During this period, Rochester Volunteer Fire Company shall retain responsibility for operational decisions and expenditures, while Village staff shall perform accounting and payroll functions under procedures approved by both parties

   The parties acknowledge that the assumption of accounting and payroll services by the Village is intended to facilitate an orderly transition, improve financial reporting consistency, familiarize personnel with Village administrative procedures, and reduce operational risk associated with the transfer of fire and EMS services.

7. **Personal Property.** Effective on the Operational Effective Date, RVFC shall transfer to the Village ownership of all personal property owned by RVFC and utilized in connection with fire, rescue, and EMS operations, including vehicles, apparatus, capital equipment, communication equipment, medical equipment and supplies, SCBA equipment, furnishings, office equipment, technology assets, tools, inventories, and other related personal property.

   Notwithstanding the foregoing, property owned solely by the Rochester Volunteer Firefighter Association, Inc., or any successor charitable or benevolent organization, and not owned by RVFC, shall not be subject to transfer under this Agreement. Such excluded property may include association fundraising assets, charitable funds, memorabilia, awards, social-use equipment, and other property maintained exclusively for benevolent, charitable, fraternal, or association purposes and not for departmental operations.

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Prior to the Operational Effective Date, the Parties shall jointly complete and approve a comprehensive inventory of all assets to be transferred. Such inventory shall identify all vehicles, apparatus, equipment, furnishings, supplies, communication equipment, SCBA equipment, medical equipment, technology assets, and other personal property utilized in departmental operations. The inventory shall also identify any property excluded from transfer because it is owned solely by the Rochester Volunteer Firefighter Association, Inc., or any successor charitable or benevolent organization.

8. **Vehicles and Capital Equipment.** RVFC shall transfer ownership of the vehicles and capital equipment identified in Exhibit B, together with any replacement, newly acquired, donated, or grant-funded vehicles or capital equipment placed into service prior to the Operational Effective Date and utilized in departmental operations.

   Assets subject to liens, grants, lease obligations, contractual restrictions, third-party ownership interests, or other transfer limitations shall be specifically identified on the inventory schedule. The Parties shall cooperate in obtaining any required approvals and executing any documents necessary to effectuate transfer.

   The Village may inspect assets prior to the Operational Effective Date and identify any assets it does not wish to retain for departmental use. The Parties shall cooperate to determine the disposition of any such assets prior to the dissolution of RVFC.

   Except for property expressly identified on the inventory schedule as being owned solely by the Rochester Volunteer Firefighter Association, Inc., or any successor charitable or benevolent organization, all vehicles, apparatus, capital equipment, and other personal property utilized in departmental operations and owned by RVFC shall transfer to the Village or be disposed of at the direction of the Village. No provision of this Agreement shall be construed to transfer ownership of property that is independently owned by the Rochester Volunteer Firefighter Association, Inc., or any successor charitable or benevolent organization.

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9. **Real Property.** The Village shall retain ownership of all real property used in connection with fire and EMS operations, including the fire station located at 31020 Academy Road, Rochester, Wisconsin 53167, together with the underlying real estate commonly identified as Tax Parcel Nos. 176-03-19-10-029-001, 176-03-19-10-029-002, and 176-03-19-11-343-001 (collectively, the "Station Property").

   The Station Property includes all buildings, structures, improvements, fixtures, permanently installed equipment, easements, rights-of-way, licenses, appurtenances, utility connections, parking areas, driveways, signage, landscaping, and other rights and interests customarily associated with the ownership and use of the real property. Nothing in this Agreement shall be construed to alter or impair the Village's ownership of the Station Property.

10. **Fire/EMS Revenues.** Until the Operational Effective Date, all revenues generated through RVFC operations shall continue to be deposited into RVFC accounts and utilized for RVFC operating expenses, payroll, debt service, contractual obligations, and other lawful purposes.

    Effective upon the Operational Effective Date, RVFC hereby assigns, transfers, and conveys to the Village all accounts receivable, billing claims, collection rights, and rights to payment arising from fire and EMS operations, including ambulance billing revenues, State dues, State EMS funding, inspection fees, permits, grants, and other operational revenues, whether accrued, billed, unbilled, pending collection, or otherwise existing as of the Operational Effective Date, regardless of whether the underlying services were provided before, on, or after the Operational Effective Date.

    Any revenues received by RVFC after the Operational Effective Date that are attributable to fire or EMS operations, including payments for services provided before, on, or after the Operational Effective Date, shall be held in trust for the Village and promptly remitted to the Village.

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The Parties acknowledge that RVFC has contracted with one or more third-party billing and collection service providers for the administration and collection of ambulance billing and related receivables. Any such contracts shall be assigned to the Village as provided elsewhere in this Agreement, and, following the Operational Effective Date, all amounts collected by such service providers shall be remitted to and deemed the property of the Village, including amounts collected on accounts arising before the Operational Effective Date.

Funds received pursuant to Wis. Stat. §§ 101.573, 101.575, Act 102 Fire Prevention Grants, EMS Flex Grants, or other restricted grants shall remain restricted funds and shall be maintained in separate accounts and utilized only for their authorized purposes.
The Parties acknowledge that certain revenues may continue to be deposited into RVFC accounts following the Operational Effective Date as a result of existing ACH instructions, billing arrangements, or payment processing systems. Receipt of such funds by RVFC shall not affect the Village's ownership of such revenues, and RVFC shall promptly transfer all such funds to the Village until all payment streams have been successfully redirected to Village-controlled accounts.

11. **Financial Accounts.** On the Operational Effective Date, RVFC shall transfer to the Village all bank accounts, investment accounts, certificates of deposit, and other financial accounts used for or associated with the provision of fire and EMS services, including accounts containing operating revenues, governmental funding, grants, service fees, donations restricted for departmental operations, and other funds held for the benefit of the fire and EMS department. RVFC shall cooperate with the Village and all applicable financial institutions to complete the transfer of ownership, signatory authority, and control of such accounts as of the Operational Effective Date.

    Notwithstanding the foregoing, any RVFC financial account utilized for automated clearing house (ACH) transactions, electronic funds transfers, merchant services, payroll processing, ambulance billing remittances, recurring deposits, automatic withdrawals, or similar financial transactions may remain open following the Operational Effective Date

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for a temporary transition period. During such period, RVFC and the Village shall cooperate to transfer all recurring receipts and disbursements to Village-controlled accounts. The continued existence of such accounts during the transition period shall constitute an authorized administrative wind-up activity under Section 20.

Any revenues received into such accounts following the Operational Effective Date that are attributable to Village fire or EMS operations shall be promptly remitted or transferred to the Village. Upon verification that all recurring deposits, withdrawals, and other financial transactions have been successfully redirected to Village accounts, the remaining account balances shall be transferred to the Village and the accounts shall be closed. RVFC shall retain no beneficial interest in such funds except as otherwise expressly provided in this Agreement.

12. **Nothing in this Agreement shall require the dissolution of the Rochester Volunteer Firefighter Association, Inc., or any successor charitable or benevolent organization.** The Parties acknowledge the continued value of an independent nonprofit organization supporting fire and EMS services through fundraising, community outreach, scholarships, member welfare programs, and other charitable activities.

    Notwithstanding any provision of this Agreement to the contrary, bank accounts, investment accounts, and other financial assets owned and maintained by the Rochester Volunteer Firefighter Association, Inc., or any successor charitable or benevolent organization, exclusively for social, charitable, or benevolent purposes, including member welfare, community charitable activities, scholarships, memorials, and relief funds, and not designated, restricted, or held specifically for the operation of fire or EMS services, shall not transfer to the Village and shall remain the property of such organization.

    For the avoidance of doubt, proceeds from fundraising activities conducted for social, charitable, or benevolent purposes of the Rochester Volunteer Firefighter Association, Inc., or its successor organization shall remain the property of such organization and shall

not be transferred to the Village unless such proceeds were specifically solicited, designated, restricted, or held for fire or EMS operational purposes.

13. **Liabilities and Other Contracts.** RVFC shall create a schedule, within fifteen (15) days of execution of this Agreement, identifying all known financial liabilities, contractual obligations, and pending or threatened claims of RVFC and shall provide such schedule, together with copies of applicable documents, to the Village for review and approval.

    For purposes of this Agreement, "Financial Liabilities" means debts, accounts payable, accrued expenses, contractual payment obligations, loans, lease obligations, tax obligations, payroll-related obligations, and other monetary obligations owed by RVFC. "Claims" means claims, demands, causes of action, lawsuits, administrative proceedings, workers' compensation claims, employment-related claims, patient care claims, property damage claims, bodily injury claims, and other asserted liabilities arising from RVFC operations.

    It is the intention of the Parties that those Financial Liabilities and contractual obligations identified on the approved Schedule of Assumed Liabilities and Contracts shall be assumed by the Village effective as of the Operational Effective Date. The Village reserves the right to review all scheduled Financial Liabilities, Claims, and contracts and, in its sole discretion, decline to assume any Financial Liability or contract. As it relates to vendor contractual obligations, the Parties agree to work in good faith to determine which contracts should terminate, be assigned, or otherwise be renegotiated.

    In the event the Village declines to assume any identified Financial Liability or contract, RVFC shall make arrangements prior to the transfer of assets for sufficient funds or other resources to satisfy such Financial Liability or contractual obligation.

    The assumption by the Village of any Financial Liability or contract shall not constitute an assumption of responsibility for any Claim arising out of RVFC operations occurring prior to the Operational Effective Date. Any such Claim shall remain subject to the

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applicable insurance coverage maintained by RVFC and shall be tendered to the appropriate insurer for investigation, defense, adjustment, and payment in accordance with the applicable policy terms and conditions.

The transfer of accounts receivable, billing claims, collection rights, or other assets to the Village shall not constitute an assumption by the Village of liability for any Claim arising from services rendered, acts or omissions occurring, or operations conducted by RVFC prior to the Operational Effective Date.

The Village shall not be deemed a legal successor to RVFC for purposes of liability for Claims arising from pre-Operational Effective Date operations; provided, however, that the Village shall serve as the successor administrator for the handling of such Claims as provided elsewhere in this Agreement.

14. **Insurance and Risk Management.** Until the Operational Effective Date, RVFC shall maintain, at its expense, all insurance coverages reasonably necessary for its continued ownership of assets and operation of fire and EMS services, including property, casualty, general liability, professional liability, automobile liability, workers' compensation, directors and officers liability, employment practices liability, and any other insurance customarily maintained by RVFC.

    RVFC shall remain responsible for maintaining such coverage through the Operational Effective Date and for taking all actions reasonably necessary to preserve coverage for Claims arising from acts, omissions, injuries, losses, exposures, or occurrences taking place prior to the Operational Effective Date.

    Effective as of the Operational Effective Date, the Village shall assume responsibility for maintaining insurance coverage for all assets, personnel, operations, and liabilities assumed by the Village under this Agreement. The Village's assumption of scheduled Financial Liabilities under this Agreement shall not be construed as an assumption of

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responsibility for Claims arising from events occurring prior to the Operational Effective Date.

The Parties acknowledge that certain liability policies maintained by RVFC are written on an occurrence basis and are intended to respond to covered acts, omissions, injuries, losses, exposures, or occurrences taking place during the applicable policy periods regardless of when a Claim is asserted or whether RVFC has subsequently dissolved. Any Claim arising from RVFC operations occurring prior to the Operational Effective Date shall be tendered to the applicable RVFC insurance carrier for review, defense, adjustment, settlement, or payment pursuant to the applicable policy.

Prior to dissolution, RVFC shall take all actions reasonably necessary to preserve such coverage and shall cooperate with the Village in transferring policy records, claim records, underwriting information, and other documentation reasonably necessary for the future administration of Claims.

The Parties shall cooperate prior to the Operational Effective Date to identify any insurance policies maintained by RVFC that are written on a claims-made basis or that otherwise require an extended reporting period, runoff coverage, business cessation coverage, dissolution coverage, or similar protection. Any such coverage reasonably determined to be necessary shall be obtained prior to RVFC's dissolution. Unless otherwise agreed by the Parties, the cost of such coverage shall be paid from RVFC assets.

Upon dissolution of RVFC, the Village shall serve as the administrator of Claims arising from pre-Operational Effective Date RVFC operations, including receiving notices of Claims, tendering Claims to applicable insurers, maintaining records, communicating with insurers and claimants, and cooperating in the defense, adjustment, settlement, and resolution of such Claims. Such administrative responsibilities shall not constitute an assumption by the Village of legal liability for the underlying Claim. The Village shall be responsible only for such insurance deductibles, claim administration expenses, and other

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financial obligations, if any, expressly assumed by the Village pursuant to this Agreement. Nothing in this Agreement shall be construed as an assumption by the Village of liability for any Claim or loss not covered by applicable insurance.

Upon dissolution of RVFC, the Village shall be responsible only for insurance deductibles and reasonable claim administration expenses associated with Claims arising from pre-Operational Effective Date RVFC operations. Nothing in this Agreement shall be construed as an assumption by the Village of any uninsured claim, uninsured loss, or liability not covered by applicable insurance.

14. Workers' Compensation Claims. Any workers' compensation claim, occupational disease claim, disability claim, or other employment-related injury claim arising from an injury, illness, exposure, or event occurring prior to the Operational Effective Date shall be tendered to and processed through the workers' compensation insurance coverage applicable to RVFC at the time of the injury, illness, exposure, or event.

Following the Operational Effective Date and dissolution of RVFC, the Village shall serve solely as the administrator of such claims, including maintaining records, receiving claim notices, communicating with claimants and insurers, and coordinating claim handling activities. Such administrative duties shall not constitute an assumption of legal responsibility for the underlying injury, illness, exposure, occurrence, claim, or liability.

The Village shall be responsible only for claim administration expenses and any deductible applicable under the workers' compensation coverage maintained by RVFC for such claims. Nothing in this Agreement shall be construed as an assumption by the Village of any uninsured workers' compensation claim, uninsured loss, uninsured obligation, or other liability not covered by the applicable workers' compensation insurance policy.

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The Village shall be solely responsible for workers' compensation coverage and claims arising from injuries, illnesses, exposures, occupational diseases, or other covered events occurring on or after the Operational Effective Date.

15. **Records, Data, and Information Systems.** Effective on the Operational Effective Date, all records, data, and information maintained by RVFC in connection with the provision of fire, EMS, rescue, administrative, financial, personnel, training, incident response, inspection, prevention, and other departmental functions, whether maintained in paper, electronic, cloud-based, audio, video, photographic, or other format, shall become the property of the Village. Upon the dissolution of RVFC, the Village shall succeed to and assume ownership, custody, control, and responsibility for all such records and information.

    The Fire Chief, or their designee, shall serve as the legal custodian and primary administrator of all departmental records, data, and information systems in accordance with applicable law, Village policy, and the authority granted under this Agreement. Such records may be maintained at the fire station, Village offices, cloud-based systems, or other locations designated by the Village; however, all such records shall remain Village property and shall be subject to Village records retention schedules, public records policies, applicable privacy and security requirements, and all applicable provisions of federal and Wisconsin law.

    Without limitation, all patient care reports, EMS records, protected health information ("PHI"), billing records, quality assurance records, treatment records, clinical protocols, exposure records, medical documentation, and other health-related records generated or maintained in connection with EMS operations shall become the property of the Village. The Village shall become the custodian of such records and shall maintain, use, disclose, retain, and destroy such records in accordance with HIPAA, applicable Wisconsin law, and applicable records retention requirements. Nothing in this Agreement shall authorize

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the unauthorized disclosure of PHI, but rather shall facilitate the lawful transfer of custody and control to the Village as the successor operator of the EMS service.

RVFC shall cooperate fully with the Village to transfer possession, custody, access rights, control, and administrative authority over all departmental records, databases, information systems, and technology resources. To the fullest extent permitted by law and by applicable vendor agreements, RVFC shall transfer, assign, or otherwise convey to the Village all software licenses, databases, subscriptions, applications, cloud-based services, electronic patient care reporting systems, records management systems, billing platforms, scheduling systems, learning management systems, websites, domain names, email accounts, electronic storage systems, technology platforms, and other technology resources utilized in connection with departmental operations.

Effective on the Operational Effective Date, all rights, title, interests, account ownership, administrative rights, licenses, permissions, and control of such technology resources shall vest exclusively in the Village. Prior to or concurrent with the Operational Effective Date, RVFC shall provide the Village Administrator, Fire Chief, and such other Village representatives as designated by the Village with full administrative ownership and administrator-level access sufficient to access, retrieve, export, preserve, manage, administer, audit, and operate all departmental records, data, and technology resources.

The Fire Chief, or their designee, shall serve as the primary administrator and operational authority for departmental technology resources and information systems utilized in connection with fire, EMS, rescue, training, inspection, prevention, emergency management, administrative, and other departmental functions. Subject to applicable Village policies and oversight, the Fire Chief shall have authority to administer the creation, modification, suspension, and removal of user accounts, permissions, security roles, system access rights, operational settings, and other configurations necessary for the effective management and operation of departmental systems and records.

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The Village Administrator and authorized Village information technology personnel shall retain such administrative access and oversight authority as necessary to ensure compliance with Village policies, cybersecurity requirements, records management requirements, legal obligations, continuity of operations, and technology governance standards. The Village Administrator, Fire Chief, and authorized Village staff shall work cooperatively to ensure that departmental technology resources are administered in a manner that supports operational effectiveness, information security, regulatory compliance, and the preservation of public records and protected health information. Nothing herein shall be construed to limit the Fire Chief's primary operational authority over departmental technology resources or the management of departmental records and data.

RVFC shall execute all vendor forms, authorizations, assignments, business associate agreement amendments, account transfer documents, security role assignments, multifactor authentication transfers, and other documents reasonably necessary to transfer ownership and administrative control of departmental technology resources to the Village. RVFC shall further provide all usernames, passwords, authentication credentials, licensing records, vendor contacts, system documentation, backup data, encryption keys, authentication devices, recovery information, data export files, and other information reasonably necessary to ensure the orderly transition, preservation, and continued operation of such systems.

Upon completion of the transition and dissolution of RVFC, the Village shall serve as the sole owner of all departmental records, data, and information systems. RVFC shall certify that no former officer, director, member, employee, contractor, or volunteer retains exclusive administrative control over any departmental record, database, account, application, or technology resource utilized in connection with departmental operations.

16. **Mutual Aid and Intergovernmental Service Arrangements.** RVFC currently participates in various mutual aid, automatic aid, intergovernmental service, and cooperative response arrangements with neighboring fire departments, emergency

medical service providers, and municipalities, including participation in the Mutual Aid Box Alarm System ("MABAS"). Such arrangements facilitate the deployment of fire, rescue, EMS, and specialty response resources on a multi-jurisdictional and multi-agency basis. A list of formal agreements and contractual obligations known to the Parties as of the date of this Agreement is set forth in Exhibit C.

The Parties acknowledge and intend that the Village Fire Department shall continue, without interruption to the greatest extent practicable, the operational relationships, response practices, and cooperative arrangements historically maintained by RVFC. Effective on the Operational Effective Date, the Village shall succeed to and assume, to the extent assignable, all rights, responsibilities, and obligations of RVFC under the agreements identified in Exhibit C and shall take all actions reasonably necessary to effectuate such assumption, including obtaining approvals, executing assignments, entering into replacement agreements, or adopting successor agreements as may be required.

The Village further intends to continue participation in MABAS and to maintain existing automatic aid agreements, mutual aid agreements, box alarm assignments, response plans, operational understandings, and customary mutual aid practices with neighboring jurisdictions that have historically supported fire, rescue, and EMS operations serving the Village and surrounding area. Nothing in this Agreement shall be construed to terminate or impair the continuity of such cooperative emergency response relationships except as may be mutually agreed upon by the Village and the affected agencies or otherwise required by law.

The Village, Fire Chief, and neighboring response agencies shall work cooperatively following the Operational Effective Date to ensure the seamless continuation of emergency response services and regional cooperation arrangements for the protection of the public health, safety, and welfare.

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17. **Dry Fire Hydrants**. RVFC currently has a number of agreements with various property owners to access private water supplies for fire department use. The Parties will work together with the affected property owners and the Department of Natural Resources to seek new agreements for the benefit of the Village of Rochester Fire Department.

18. **Drug Enforcement Administration Registration and Medical Direction.** RVFC shall cooperate with and provide reasonable assistance to the Village in obtaining, prior to the Operational Effective Date, all registrations, permits, authorizations, and approvals necessary for the Village of Rochester Fire Department to lawfully possess, store, administer, transport, and account for controlled substances in connection with the provision of emergency medical services. Such assistance shall include the provision of records, inventories, policies, and other documentation reasonably necessary to facilitate the transition.

    The Parties shall work cooperatively to identify and facilitate the appointment of a qualified medical director and to complete all agreements, approvals, and regulatory requirements necessary for the continuation of emergency medical services by the Village on the Operational Effective Date.
    The Parties shall further cooperate to transfer, dispose of, or otherwise account for all controlled substances, related inventories, logs, records, and equipment in compliance with applicable federal and state laws and the requirements of the medical director and any applicable regulatory agencies.

19. **Operational Effective Date; Dissolution of RVFC.** The current agreement between the Parties provides that either party may terminate the agreement upon one hundred twenty (120) days' notice unless a shorter period is agreed upon by both Parties. Both Parties hereby agree that, while this Agreement has been executed in advance to facilitate the transition contemplated herein, the operational effective date of this Agreement shall be (DATE) (the "Operational Effective Date").

    The Parties shall work together in good faith to complete the actions contemplated by this Agreement as soon as reasonably possible, but in no event later than the Operational

Effective Date unless extended by written agreement of the Parties. Until the Village of Rochester Fire Department becomes fully operational, RVFC shall remain in place to provide fire protection, emergency medical services, and such other services as may be required by the Village.

Following the Operational Effective Date, operational responsibility for fire, rescue, and EMS services shall transfer to the Village of Rochester Fire Department as provided in this Agreement. Thereafter, RVFC shall cease all fire, rescue, EMS, and other operational activities and shall remain in existence solely for the purpose of completing administrative wind-up activities in accordance with applicable law and the terms of this Agreement.

Notwithstanding the foregoing, RVFC shall remain incorporated and in existence for such period as is reasonably necessary to complete administrative wind-up activities, including collecting and reconciling outstanding receivables; receiving and transferring revenues attributable to departmental operations; resolving, contesting, or satisfying outstanding liabilities and obligations; administering insurance matters and open claims; completing audits, tax filings, and governmental reporting requirements; transferring records, accounts, contracts, and other assets as contemplated by this Agreement; maintaining corporate records; and fulfilling any remaining legal, contractual, regulatory, or administrative obligations arising from its prior operations or the implementation of this Agreement.

During such wind-up period, RVFC shall not engage in the provision of fire, rescue, EMS, training, business, or other operational activities except to the extent reasonably necessary to accomplish its administrative wind-up activities or as otherwise expressly authorized in writing by the Village. Nothing herein shall prohibit the Rochester Volunteer Firefighter Association, Inc., or any successor charitable or benevolent organization, from continuing fundraising, charitable, benevolent, community outreach, employee recognition, morale, recreational, or similar activities for the benefit of the Village of Rochester Fire Department and its personnel, provided that such activities are

conducted independently of RVFC's administrative wind-up activities and do not interfere with the Village's ownership, management, or operation of the Fire Department.

Upon completion of such administrative wind-up activities and satisfaction of its remaining obligations, RVFC shall take all actions necessary to dissolve in accordance with applicable law. The Parties shall cooperate in good faith to facilitate the orderly completion of such administrative wind-up activities and the subsequent dissolution of RVFC.

16. **Governing Law.** This Agreement shall be governed by and construed according to the Laws of the State of Wisconsin.

17. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between RVFC and the Village regarding the subject matter hereof and may only be amended by a written agreement executed by RVFC and the Village.

Dated this XX day of XXXX, 2026.

VILLAGE OF ROCHESTER

By: _____
Village President

Attest:

By: _____
Village Clerk

Dated this XX day of XXXX, 202.

DRAFT

ROCHESTER VOLUNTEER FIRE COMPANY, INC.

By: _____

Title

Attest:

By: _____

Title

DRAFT

Exhibit A – List of Anticipated positions to be transferred, seniority status, hours, wage and salary information, personnel assigned to such positions, and officer appointments anticipated to continue following the transition.

Exhibit B – List of Vehicles and Capital Equipment separated by RVFC ownership (to be transferred); and Rochester Volunteer Firefighter Association ownership (to remain in RVFA ownership).

Exhibit C - List of formal agreements and contractual obligations known to the Parties as of the date of this Agreement to include: mutual aid, automatic aid, intergovernmental service, and cooperative response arrangements with neighboring fire departments, emergency medical service providers, and municipalities, including participation in the Mutual Aid Box Alarm System ("MABAS")

Schedule of Assumed Liabilities and Contracts to be compiled within 15 days of execution of agreement:

Within 15 days of execution of the agreement, a schedule identifying all known financial liabilities, contractual obligations, and pending or threatened claims of RVFC and shall provide such schedule, together with copies of applicable documents, to the Village for review and approval

For purposes of this Agreement, “Financial Liabilities” means debts, accounts payable, accrued expenses, contractual payment obligations, loans, lease obligations, tax obligations, payroll-related obligations, and other monetary obligations owed by RVFC.

“Claims” means claims, demands, causes of action, lawsuits, administrative proceedings, workers’ compensation claims, employment-related claims, patient care claims, property damage claims, bodily injury claims, and other asserted liabilities arising from RVFC operations.

Comprehensive Inventory of all assets to be transferred (compiled prior to Operational Effective Date):

Prior to the Operational Effective Date, the Parties shall jointly complete and approve a comprehensive inventory of all assets to be transferred. Such inventory shall identify all vehicles, apparatus, equipment, furnishings, supplies, communication equipment, SCBA equipment, medical equipment, technology assets, and other personal property utilized in departmental operations. The inventory shall also identify any property excluded from transfer because it is owned solely by the Rochester Volunteer Firefighter Association, Inc., or any successor charitable or benevolent organization.

Fire/ EMS Committee Transition Timeline:

Meeting Dates	Primary Task: Develop recommendations regarding transitioning RVFC to a municipal department of the village	Responsibility:	Target Date of Completion:
June 17, 2026	**Develop outline of tasks to be completed in alignment with items to be addressed in Transition Agreement**		
	Preliminary Task List:		
August 19, 2026	Complete reconcilation of bank balances, including all revenue and expense data, and provide copies of monthly bank statements	**RVFC**	**Partially Complete thru 10.31.2026**
	Provide copies of all insurance policies and schedules of insurance coverage	**RVFC**	**7.5.2026**
	Obtain Quote to incorporate coverage into Village Policy for Consideration	**VILLAGE**	**8.14.2026**
	Identify any Concerns and Develop Recommendation on Insurance Coverage	**COMMITTEE**	**8.19.2026**
September 16, 2026	Provide Personnel Policy	**RVFC**	**9.16.2026**
	Identify Differences and any Potential Conflicts	**RVFC-VILLAGE**	**9.16.2026**
	Develop recommendation on Governance Structure- Board of Commissioners or Village Board	**COMMITTEE**	**9.16.2026**
	Develop recommended revisions to Village Employee Handbook	**COMMITTEE**	**9.16.2026**
	Develop Recommendation on Employee Transition Plan	**COMMITTEE**	**9.16.2026**
	Provide Itemized Inventory of equipment, supplies and furnishings	**RVFC**	**9.16.2026**
	Provide Inventory of Liabilities, Financial Obligations, & Contracts	**RVFC**	**9.16.2026**
	Review Liabilities, Financial Obligations, and Contracts and identify any concerns	**COMMITTEE**	**9.16.2026**
	Develop Recommendation on Timing, Terms, of Transfer of Assets	**COMMITTEE**	**9.16.2026**
November 18, 2026	**Incorporate compiled information and recommendations into Transition Agreement and forward to Village Board**	**COMMITTEE**	
Note:	**Due to RVFC's request for the Village to take over financial administration effective 1.1.27, creation of the transition**		
	agreement has been fast-tracked. The following tasks are addressed in these corresponding sections (for review):	**Agreement**	
		Section (s)	
	Itemize, and Develop Recommendations on RVFC Record Transfer	**15**	
	Itemization of RVFC Records by Type	**15**	
	Determine Record Handling and Transfer Needs (by type)	**15**	
	Develop Recommendation on Transfer of Agreements and Licensing to Village	**15**	
	Itemize System & Software contracts that may need to Transition to Village	**15**	
	Identiy any other Agreements that may require updating: i.e., Medical Director, Mutual Aid, and Dry Hydrant Agreements	**16,17,18,**	
	Itemize DEA & other Licensing that may have to transition to Village	**18**	
Upcoming Meetings:			
December 16	Most remaining tasks are administrative, discuss possible switch to "meet as needed" basis		