

FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT EDGERTON FIRE PROTECTION DISTRICT

I. AUTHORIZATION.

This Agreement is entered into pursuant to the provisions of s. 60.55, 60.555, 60.565, 61.34, 66.0301 and 66.0609 Wis. Stats.

II. PURPOSE AND INTENT.

A. This Agreement is entered into for the purpose of providing fire and emergency medical services protection within the areas designated herein to be protected by the Edgerton Fire Protection District and within such other areas as may be contracted for by the Board of Commissioners (collectively, the “District”) and to provide for the admission of the City of Milton, Town of Milton, Town of Harmony, Town of Johnstown and the Town of Lima (“New Municipalities”) into the District.

B. The District shall be a municipality, as defined in s. 66.0301 (1) (a) Wis. Stats.

C. This Agreement further hereby creates a commission under s. 66.0301 Wis. Stats., to be known as the "EDGERTON FIRE PROTECTION DISTRICT COMMISSION".

D. As provided in Section V., below, the affairs of the District shall be administered by a board of commissioners.

E. The Board may subcontract for emergency medical services, or at its discretion, develop and maintain said services for the purpose of providing said services within the District.

III. SIGNATORY MUNICIPALITIES AND AREA TO BE PROTECTED

The following municipalities, with areas as defined in Appendix A, are hereby designated as signatories of the Edgerton Fire Protection District.

Town of Albion-Dane County

Town of Fulton-Rock County

Town of Porter-Rock County

Town of Sumner-Jefferson County

City of Edgerton-Rock and Dane Counties

Town of Milton-Rock County

Town of Harmony-Rock County

Town of Lima-Rock County

Town of Johnstown-Rock County

City of Milton-Rock County

IV. DISPOSITION OF EQUIPMENT AND FACILITIES.

A. The signatory municipal bodies to this Agreement agree to assign any present interest in fire and emergency medical services assets and equipment which they may have as of the effective date of this Agreement to the District unless otherwise agreed to in this Agreement or in a separate Memorandum of Understanding between the District and the municipality(ies).

B. Notwithstanding the foregoing, the District agrees that the current Milton Fire Department Station, located at 614 West Madison Avenue in Milton, Wisconsin (“Milton Station”), shall remain the property of the City of Milton and Town of Milton. The City and Town of Milton agree that the Milton Station shall be made available for use by the District at no cost until the new Milton East and Milton West fire stations (“New Milton Fire Stations”) are constructed and operational, or until otherwise determined by the District.

C. If after the effective date of this Agreement, the District determines to acquire new real property to serve as a District fire station, or to acquire any new piece(s) of equipment, such property and/or equipment shall be the property of the District. If any signatory municipality or group of municipalities chooses to build a separate fire station(s) to provide, in whole or part, protection to any area defined in Section III. above, or to acquire additional equipment, said fire station(s) and/or equipment shall be the property of the District subject to Section VII. D. herein.

V. BOARD OF COMMISSIONERS.

A. Membership. The affairs of the District shall be administered by a Board of Commissioners (“Board”). The Board shall consist of eleven (11) regular members and eleven (11) alternates (individually, “Commissioner” or “Alternate”). Said Commissioners and Alternates shall represent the signatory municipal bodies of this Agreement. Each representative of the signatory municipalities shall be selected in the manner prescribed by the respective municipality. The number of representatives of each signatory shall be the following:

	<u>Regular Commissioner</u>	<u>Alternate</u>
Town of Albion	1	1
City of Edgerton	2	2
Town of Fulton	1	1
Town of Porter	1	1
Town of Sumner	1	1
City of Milton	1	1
Town of Milton	1	1
Town of Harmony	1	1
Town of Lima	1	1
Town of Johnstown	1	1

Alternates shall serve as voting Commissioners only if the respective regular Commissioner is unable to perform his/her duty, or is otherwise absent during a specific meeting of the Board.

B. Vacancies. Any vacancy on the Board, by virtue of a death or resignation, or removal, shall be filled by a new representative of the respective Municipality.

C. Removal. The Board may request the removal any Commissioner or Alternate because of continued physical inability to perform the duties of office or gross neglect of duty upon an affirmative vote of no less than eight (8) Commissioners. Removal shall be in the discretion of the appointing Municipality.

D. Organization. Annually at the first meeting of May, the Board shall elect a President, Vice-President, and a Secretary-Treasurer. Their duties shall be as follows:

1. President. The President shall preside at all meetings of the Board. The President shall insure that all actions of the Board are put into effect. The President shall execute all documents authorized by the Board. The President shall do all other things as directed from time to time by the Board.
2. Vice-President. The Vice-President shall discharge the duties of the President in the event of his/her absence or disability and shall perform such additional duties as may from time to time be prescribed by the Board.

3. Secretary-Treasurer. The Secretary-Treasurer shall keep a complete record of all transactions and proceedings conducted by the Board. The Secretary-Treasurer shall act as custodian of monies received by the District and shall sign with the President all checks written for the District. The Secretary-Treasurer shall insure that Generally Accepted Accounting Principles are observed in maintenance of all the District's financial records.

E. By-laws. The Board is authorized to adopt by-laws and other reasonable rules of order and conduct in its sole discretion, except that such rules or by-laws may not contravene any explicit right or restriction enumerated herein.

VI. MEETINGS.

A. The Board shall meet in regular session on a schedule and at a time established from time to time by resolution of the Board. A specific regular meeting may be scheduled on a different date and time due to conflict or other circumstances if mutually agreeable by a majority of the members of the Board. Such meetings shall be had at the place designated by the Board. Such meetings shall be open to the public, except as authorized by s. 19.85 (1) Wis. Stats. The purpose of such meetings shall be to conduct any and all business germane to the District and to hear any resident citizens of the District regarding the business and affairs of the District. Such meetings shall be noticed in accordance with s. 19.84, Wis. Stats.

B. At the call of the President or any two (2) Commissioners, the Secretary-Treasurer shall call a special meeting at such reasonable time and place as the President may direct. Such special meetings shall be noticed by the Secretary-Treasurer by mail or generally accepted electronic means at least five (5) days prior to such special meeting to all Commissioners and Alternates; and shall be posted at all normal posting locations in accordance with s. 19.84, Wis. Stats. Notices of special meetings shall contain a statement as to the purpose of such special meeting and no other business may properly come before such special meeting. Notwithstanding the foregoing, in the case of emergencies, the Board may meet at such times as it deems appropriate and as permitted by s. 19.84, Wis. Stats.

C. Actual presence or a written waiver of notice of any special meeting will serve to negate the necessity of a five (5) day notice to such meeting, providing that public notice has been given in accordance with s. 19.84, Wis. Stats.

D. A majority of the regular Commissioners, shall constitute a quorum for all purposes, except as otherwise provided by this Agreement.

E. A simple majority of a quorum shall be sufficient to pass all motions, ordinances, and resolutions of the Board, except as otherwise specified by this Agreement.

F. An affirmative vote of at least eight (8) Commissioners shall be required to adopt the annual budget, to authorize the purchase of land or the construction of facilities housing fire department personnel and equipment, or the subcontracting of emergency medical services.

VII. FISCAL MATTERS.

A. Annually as part of the September Board meeting the Fire Chief shall submit to the Board a budget for the operation and maintenance of fire protection and of appropriate emergency medical service programs for the next calendar year. Said budget shall be reviewed by the Board at their October meeting. A public hearing on said budget shall be conducted at said meeting. The Board shall then approve a final budget for the next year. The Secretary-Treasurer shall immediately forward a complete copy of the approved budget to the signatory municipalities.

B. The Parties intend that the financial management of the operating and capital tax levies of the New Municipalities shall be managed independently of those of the rest of the District until such time as the Board determines to integrate the operating and capital budgets. Further, from time to time thereafter, the Board may choose to manage the operating and/or capital levies and assessments of the District, of a specific municipality, or group of municipalities independently for a period of time. Any such a decisions shall require an affirmative vote of at least eight (8) Members to enact, modify, or discontinue such a practice.

C. The percentage of the total of any tax levied against the signatories of this Agreement shall be based on the equalized value of the whole or a segregated group as determined by the State of Wisconsin, Department of Revenue of the total Real Property of those parts of the signatory municipalities within the District or group (exclusive of TID districts), divided by the total equalized value as determined by the State of Wisconsin, Department of Revenue of all Real Properties within the District or group (exclusive of TID districts) ("District Assessment"). However, the Board shall not adopt a total budget which would impose a tax rate or a payment from the general fund of any individual municipality exceeding one (1) mill without the unanimous consent of the signatory municipalities.

D. An individual municipality or group of municipalities may separately choose to enhance the level of services provided by the District to that municipality or group at an additional cost to be borne exclusively by that/those municipality(ies). The enhancements may be in the form of additional staff, equipment or property ("Enhancements"). The Enhancements, associated costs and start date of the Enhancements shall be defined in a Memorandum of Understanding (MOU) between the District and the requesting municipality(ies). Such an MOU must be approved by the Board. Additional cost(s) for the enhancement will accrue as of the date the Enhancements begin, and payment(s) as defined in the MOU shall be paid in the budget year of accrual unless otherwise mutually agreed to in the MOU.

E. The clerks of the signatory municipalities shall cause payment of the District Assessment to the District with 50% of the amount due to be paid in January of each calendar year, and the remaining 50% to be paid in August of each calendar year.

F. The signatories agree that the City of Edgerton and City of Milton Water Utilities may charge the District a hook-up fee and charge for water used for fires outside their municipal limits, and that the District will be reimbursed by the affected municipalities. Said fees shall be determined by the Public Service Commission and the respective utility. The signatories also agree to pay public fire protection service charges based on meters installed per the Public Service Commission. The City of Edgerton and City of Milton Water Utilities will not charge a hook-up fee nor charge for water use when used for District training, testing equipment, and for fighting fires within their City limits.

G. Annually, at the time the Secretary-Treasurer submits his/her approved budget to the Clerks of the signatory municipalities, the Secretary-Treasurer shall also submit to the Clerks a complete financial statement covering the operations and fiscal status of the District. Said budget shall be verified by audit pursuant to s. 66.0609 (3) Wis. Stats.

H. The signatories to this Agreement agree to pursue any claims they may have by virtue of s. 66.0609 Wis. Stats., when notified of the possibility of such claim by the District. They further agree that any funds received by virtue of said claims shall be remitted directly to the Secretary-Treasurer of the District for such use as the Board deems proper.

I. The signatories agree that Fire Dues, commonly referred to as “2% Dues” as defined in s. 101.573 Wis. Stats. shall be remitted to the District within thirty (30) days of receipt annually. For municipalities partially served by the District, the municipalities agree to remit a percentage of the Fire Dues equal to the percentage of the municipality’s Equalized Value (exclusive of TID districts) in the protected area compared to the municipality’s total Equalized Value (exclusive of TID districts).

J. The Parties agree that the New Municipalities shall share amongst themselves all costs associated with the design and construction of the New Milton Fire Stations pursuant to the Intergovernmental Agreement adopted by the New Municipalities and that the District shall not incur any capital expenditures related to their initial construction. (See Appendix B)

VIII. POWERS OF THE COMMISSIONERS.

A. The Board shall have the exclusive power to transact the business and affairs of the District. Included herein, without limitation, is the power to purchase and dispose of property of the District and to employ, suspend or terminate District personnel.

B. The Board shall have the power to authorize the President and Secretary-Treasurer to borrow money and execute all necessary documents on such terms as the Board may direct.

C. The Board shall maintain ultimate control and be responsible for the operation of the District. However, it is deemed essential to operations of the District that they, the Board, will rely heavily upon the judgment and advice of the Fire Chief in all matters germane to the technical requirements of the Fire Department.

IX. PERSONNEL MATTERS.

A. The Board or its designee shall administer all personnel matters of the District. Said authority to administer shall include, but is not limited to, the selection of employees of the District not subject to appointment by the Fire Chief.

B. Hiring, termination and discipline of subordinates appointed by the Fire Chief shall generally follow the concepts outlined in s. 62.13 Wis. Stats. In the event of a conflict between the language of Chapter 66 or existing District Policy and s. 62.13 Wis. Stats., in all cases the language of Chapter 66 or District Policy shall take precedence. The Fire Chief or Board of Commissioners may initiate action under this clause to remove any subordinate or other employee of the District. Any subordinate appointed by the Fire Chief who is so removed may have such determination reviewed as provided for in s. 66.0509 Wis. Stats unless otherwise agreed to in a Collective Bargaining Agreement. As to any other employees so removed, they may have such determination reviewed as provided by District Policy.

C. Edgerton Fire Protection District shall be an Equal Opportunity Employer.

X. ATTACHMENT, DETACHMENT, AND WITHDRAWAL FROM THE EDGERTON FIRE PROTECTION DISTRICT.

A. The Board may from time to time either attach or detach from the District such contiguous areas as requested by a signatory municipality, and only area(s) that fall within the signatory municipality's legal boundaries, provided that there is an affirmative vote of at least eight (8) Members of the Board on any proposed attachment or detachment. Provided further that any proposed detachment shall not alleviate the portion detached from their responsibilities regarding any pre-existing long-term indebtedness of the District. Provided further that detachment or attachment shall be predicated upon the overall consideration of sound fire protection for the areas involved. This paragraph shall not permit detachment of the entire area of a signatory municipality that is within the District.

B. The Board may contract with any contiguous municipality or parts thereof, for the furnishing of fire protection and/or emergency medical services to such municipality or portion thereof upon such terms as the Board deems proper.

C. In deference to the complexities and critical nature of the services being provided, a signatory to this Agreement may at any time after having given a minimum three hundred sixty four (364) days' notice to the Secretary-Treasurer, withdraw from this Agreement, ("Withdrawal Notice"). The length of the Withdrawal Notice may be shortened upon mutual agreement between the District and withdrawing municipality.

Except as provided in Sections IV. B above and X. E. below, a withdrawal by a party to this Agreement of all of the area of the party that is within the District shall not entitle the withdrawing party to its pro rata share of any capital assets of the District, including specifically any real property of the District that said withdrawing municipality shared in the funding while the municipality was a member of the District, unless mutually agreed to by the

District and the withdrawing party, nor shall such withdrawal relieve the withdrawing party from their responsibility to pay any pre-existing indebtedness incurred by the District. Any reimbursement or disbursement associated with real property not required for continued service delivery to the remaining members of the District shall be subject to mutual agreement at the time of the withdrawal.

D. Upon providing notice of its intent to withdraw, the withdrawing municipality's Members must relinquish their position on the Board as President, Vice President, or Secretary-Treasurer if such position is being held. The withdrawing municipality's Members will also be automatically recused from matters directly affecting the withdrawal. Such recusal will only extend to voting on matters related to the withdrawal. The withdrawing municipality's Members will have the right to participate in Board discussions related to such issues; however, the withdrawing municipality's Members may be excluded from any closed session(s), properly held pursuant to s. 19.85 (1) Wis. Stats., held to discuss matters related to the withdrawal of the municipality. If a municipality's intent to withdraw is rescinded, the municipality's Members status shall be reinstated.

E. If during the term of this Agreement, a withdrawing municipality had secured Enhancements by approved MOU per VII. D. above, upon the effective date of the withdrawal, the District shall transfer title/ownership of such Enhancement(s) to the withdrawing municipality. If the Enhancement(s) are in the form of additional staff, the withdrawing municipality shall become the employer of record for such staff as of the effective date of the withdrawal. The withdrawing municipality agrees to assume any remaining indebtedness related to such Enhancement(s) and shall indemnify and hold harmless the District against any and all claims related to such items, or for expenses related to staff arising after the date of withdrawal.

XI. DISSOLUTION.

In the event that the signatories to this Agreement should determine to dissolve said District at any future date, upon unanimous action of said signatories, said District shall be dissolved on a date agreed to by the municipalities. Except as provided below, in the event the District is dissolved in accordance with this provision, District assets based on their Fair Estimated Market Value, as determined by an independent third-party agreed to by the municipalities, may be purchased utilizing a sealed bid process by the signatory municipal bodies. Any remaining assets will be liquidated, and all proceeds from such liquidation shall be distributed to each signatory municipality based on a formula unanimously agreed to by the Board. In the event the Board is not able to reach unanimous agreement, the distribution shall be based on each municipality's percentage of Equalized Value of the District as defined in Section VII. C. above. Any municipality which has secured Enhancements by approved MOU per VII. D. above during the term of this Agreement shall take ownership of such Enhancements in the manner provided in Section X. E. above.

XII. COMPENSATION.

The Board shall have the exclusive power to establish and pay out of the funds of the District, compensation to the Fire Chief, fire department employees and contracted emergency medical services.

XIII. AMENDMENTS.

The signatory municipalities may from time to time, alter, amend or rescind any provision(s) of this Agreement provided that a two-thirds (2/3) vote of all the signatory municipalities vote affirmatively for the proposed change and provided further that the Board is given at least five (5) days written via notice to the Secretary-Treasurer of the Board at his/her residence or by generally acceptable electronic means prior to the consideration of any such proposed change. Provided further that such notice to the Board shall contain a statement as to the purpose of such a meeting of the signatory municipal bodies.

XIV. SUPERSEDES PRIOR AGREEMENTS

This Agreement shall supersede any prior Agreement or Memorandum of Understanding entered into by and between the parties to this Agreement concerning the provision of fire and emergency medical services. Notwithstanding the foregoing, to the extent not contradicted herein, this Agreement shall be subject to the ongoing obligations of the signatory municipalities as contained in the Memorandum of Understanding Regarding Petition for Membership to the Edgerton Fire Protection District dated March 31, 2022 (Appendix C) and Appendix B.

XV. EFFECTIVE DATE

The District shall begin providing fire and emergency medical services protection within the areas designated in Appendix A effective February 1, 2023 or such earlier date as may be determined as part of the transition plan, and approved by subsequent action of the Signatory Municipalities.

IN WITNESS WHEREOF, the signatory bodies to this Agreement have caused their legal representative to execute this Agreement on the dates set forth below.

Robert Venske, Chairperson
Town of Albion
Date _____

Mayor Chris Lund
City of Edgerton
Date _____

David Viney, Chairperson
Town of Porter
Date _____

Evan Sayer, Chairperson
Town of Fulton
Date _____

John Dohner, Chairperson
Town of Sumner
Date _____

Mayor Anissa Welch
City of Milton
Date _____

Bryan Meyer, Chairperson
Town of Milton
Date _____

Jeff Klenz, Chairperson
Town of Harmony
Date _____

Robert Mawhinney, Chairperson
Town of Johnstown
Date _____

Dave Kyle, Chairperson
Town of Lima
Date _____

APPENDIX A – AREAS OF SIGNATORY MUNICIPALITIES TO BE PROTECTED

NOTE: Per Section X. ATTACHMENT, DETACHMENT, AND WITHDRAWAL FROM THE EDGERTON FIRE DISTRICT, “The Board may from time to time either attach or detach from the District such contiguous areas as requested by a signatory municipality, and only area(s) that fall within the signatory municipality’s legal boundaries, provided that there is an affirmative vote of at least 8 Members of the Board on any proposed attachment or detachment. Provided further that any proposed detachment shall not alleviate the portion detached from their responsibilities as regards any pre-existing long-term indebtedness of the District. Provided further that detachment or attachment shall be predicated upon the overall consideration of sound fire protection for the areas involved.”

Signatory Municipalities and areas to be protected:

Town of Albion – Dane County – Entirety.

Town of Fulton – Rock County – Entirety.

Town of Porter – Rock County – Sections 1 through 3; 10 through 15; 22 through 27; and 34 through 36.

Town of Sumner – Jefferson County – Sections 5 through 8; and 17 through 20.

City of Edgerton – Rock and Dane County – Entirety.

Town of Harmony – Rock County – Sections 1, 2, 3, 10, 11, 12, 13, 14, and 15; and the portions of Sections 4, 5, 7, 8, 9, 16, 22, and 23 that remain in the Town.

Town of Johnstown – Rock County – Entirety.

Town of Lima – Rock County – Sections 5 through 8; 17 through 21; 27 through 36.

Town of Milton – Rock County – Entirety.

City of Milton – Rock County – Entirety.