

## FIRE PROTECTION CONTRACT

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day October of 2022, by and among the City of Marion, Town of Dupont, Town of Wyoming, Village of Big Falls, and the Town of Larrabee, all being Wisconsin municipal corporations.

WHEREAS, the City of Marion has a part-time volunteer fire department reasonably equipped for service outside of the city limits and has authority by law to contract for the provision of fire protection service to the above-named towns desiring such service protection and,

WHEREAS, the Towns are without firefighting facilities of their own and desire to obtain such protection for their residents and are authorized by virtue of section 60.55 of the Wisconsin Statutes to enter into such agreements for such protection with the City of Marion.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED, by and among the City of Marion and the Towns of Dupont, Wyoming, Larrabee and the Village of Big Falls as follows:

### 1. PROVIDING FIRE SERVICE

Commencing January 1, 2023, and ending December 31, 2025 the City agrees and undertakes to furnish to the Towns, fire protection by the use of City or Town equipment and the city firemen insofar as the present city equipment for that purpose can supply that service, upon call of any resident of the Towns or within the Towns where damage by fire is threatening real or personal property within the Towns, whether on private property or a public highway.

### 2. MAINTENANCE OF EQUIPMENT AND SERVICE

The City agrees to maintain the community fire fighting service, fire vehicles and fire department crew in an efficient manner to provide such contracted protection to the Towns and to keep the equipment for such purpose in a reasonable state of repair and to answer promptly on all calls for fire protection, and to supply protection to the best of its ability, having in mind, however, difficulties that may be encountered by reason of the weather, road, inadequacy of water supply, accidents or such other factors that are not within the reasonable control of the City.

### 3. SHARED COST ALLOCATION

Each Township agrees to pay the City of Marion a proportionate share of the cost of operating the Marion Fire Department with the monthly expense bills being itemized for any and all purchases \$500.00 or greater. Shared costs shall include but not be limited to the following: 1.) Office supplies 2.) Training expenses 3.) Insurance on building 4.) Insurance on vehicles and equipment 5.) Phone 6.) Salaries, wages, employee benefits and expenses of fire personnel 7.) Gas and oil for vehicles 8.) Maintenance and repair of all vehicles, radios and equipment 9.) Clothing and uniforms 10.) Mutual Aid.

Itemized billings will be sent quarterly for the previous quarter expenses.

Hydrant rental and the City Fire Inspectors wages and benefits shall not be included in the shared cost allocation.

The current sub-committee or their successors are to meet to approve any purchases exceeding budget.

#### 4. SHARED COST

Each townships shared costs will be determined by equalized value of improvements for each township for property lying within the Marion Fire Department coverage area.

#### 5. RESPONDING CREWS & PAY RATES

Each call handled uniquely to circumstances, puts the commanding officer in charge of determining the number of fire fighters dispatched & the number to stay at the station. With an hourly pay rate for those on scene and a minimum of 1 hour pay rate for those on standby. The rate of pay will be reviewed and decided at each annual meeting.

#### 6. ADVISORY COMMITTEE

The shared costs shall be established in the City budget for each succeeding year. An advisory committee composed of the Chairman or designee from each of the Towns will meet in September with the Marion Fire Department to discuss and review the fire services provided, the proposed budget and the capital equipment needs. The advisory committee may be consulted in the event of unforeseen or catastrophic problems.

#### 7. BILLING

The city shall provide to each of the towns a billing for each call made in each town within 15 days following the incident.

#### 8. OWNERSHIP OF VEHICLES

All jointly owned vehicles as of January 1, 2017, shall be purchased by the townships based upon a jointly approved appraisal process. Replacement of new vehicles will be determined by the Fire Chief and township fire departments and one advisory representative from each of the Townships and will be purchased by the Townships or the City consistent with existing ownership. All fire vehicles purchased by the Townships shall be titled as City property for insurance purposes only.

## 9. USE OF ANY AND ALL EQUIPMENT

The parties agree that all fire trucks and associated equipment owned by any party to this agreement may be used at any time within any of the municipalities and for mutual aid outside the municipalities. In the event of multiple emergencies, the Fire Chief will dispatch fire equipment and services without delay. The City will answer promptly on all calls and supply protection to the best of its ability, considering difficulties that may be encountered by reason of weather, road, and inadequacy of water supply, accidents, or such factors that are not within the reasonable control of the City. The City retains all personnel and operational oversight for the department through the Marion Police and Fire Department.

## 10. FIRE DUES

Fire Dues, (for each municipality's area covered by the Marion Fire Department) as distributed by the State of Wisconsin per section 601.93 of Wisconsin Statutes shall be turned over to the City upon receipt and credited to a designated account in the Fire Department's Budget. Revenues so collected shall be used to offset expenses.

## 11. UNEXPENDED BUDGET

Townships will be billed only for actual expenses. Unexpended budget amounts will remain with each individual township.

## 12. DESIGNATION OF OWNERSHIP

With respect to ownership of materials, equipment, supplies, or anything of material consequence associated with the operation of the Marion Fire Department, it is understood by and between the parties that all such existing equipment and acquisitions henceforth made are titled as property of the City of Marion for insurance purposes only.

## 13. DISPUTE RESOLUTION PROCESS

In the event of a dispute between any two or more of the five municipalities involved in this agreement, there shall be established a Dispute Resolution Process that will provide for a representative from each entity, with the majority vote ruling. This panel shall conduct a hearing of the items in dispute and come to a conclusion which shall be final and binding upon all parties involved in the dispute. The decision as to the use of any and all vehicles and equipment in emergencies by the Fire Chief is a non-disputable item.

## 14. BUDGET SUBMISSION

The Marion Fire Department shall present a proposed budget annually in the month of September to each of the participating municipalities. Following the presentation, the Marion Public Protection Committee shall invite the Towns' Advisory Committee to discuss the budget proposal. Included in the budget packet shall be a Fire Chart of Accounts with a description of each account.

15. WITHDRAWAL PROVISION

Each or any of the parties to the agreement may elect not to continue participation beyond the expiration date of the agreement, by virtue of a written notice to that effect, supported by a resolution of the respective Town Board or Common Council. This resolution shall be presented to the other parties to this agreement on or before June 30<sup>th</sup> of the latest fiscal operating year of the agreement. Such withdrawal can only be done at the end of the following fiscal year.

16. PAYMENTS

Parties will remit as billed, failure of any party to make prompt payment for services rendered in this agreement shall be assessed a penalty of one and one half percent (1.5%) per month interest charge on all accounts 90 days past due, from original billing date.

17. AMENDMENTS TO AGREEMENT

The parties to this agreement may amend the agreement at any time during its term, provided all parties concur in such amendment.

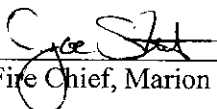
18. DISPOSAL OF EQUIPMENT

Any jointly owned equipment no longer used by the department that can be or is sold the proceeds are to be returned to each township in the form of a credit on the quarterly billing.

EXECUTION OF AGREEMENT

This agreement may be executed in counterparts and shall be effective by all five (5) municipalities.

IN WITNESS HEREOF, the parties have hereunto set their hands and seals the day and year first above written, both parties being first duly authorized to do so in accordance with the law.

  
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Fire Chief, Marion Fire Department

Date: 2-16-23

  
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Secretary, Marion Fire Department

Date: 12-20-2022

  
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Mayor, City of Marion

Date: 12/20/2022

Mary D Rogers  
Clerk-Treasurer, City of Marion

Date: 12-24-2022

Diane Barnett  
Chairman, Town of Dupont

Date: 1-31-23

April Huggins  
Clerk, Town of Dupont

Date: 12-19-22

Lynn E Jenson  
Chairman, Town of Larrabee

Date: 12-20-22

Maureen Pangel  
Clerk, Town of Larrabee

Date: 12-20-22

Burton Brady  
Chairman, Town of Wyoming

Date: 2-21-23

Ruthann Jaslinsky  
Clerk, Town of Wyoming

Date: 12-28-2022

Lee E Baldwin  
Chairman, Village of Big Falls

Date: Dec, 21/22

Amy H Boyle  
Clerk, Village of Big Falls

Date: 12-19-2022