

FIRE PROTECTION CONTRACT and AMENDMENT #1

THIS AGREEMENT, made and entered into this 1st day of January, 1995, and amended in 2000, by and among the City of Clintonville, Town of Bear Creek, Town of Matteson and Town of Larrabee, all being Wisconsin municipal corporations. (This document incorporates the original 1995 agreement with the Amendments from 2000 and 2013, and 2017)

WHEREAS, The City of Clintonville 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 complete fire fighting 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 Clintonville,

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED, by and among the City of Clintonville and the Towns of Bear Creek, Matteson and Larrabee as follows:

1. PROVIDING FIRE SERVICE

Commencing January 1, 1995, the City agrees and undertakes to furnish to the Towns, fire protection by the use of City or Town equipment and the City of Clintonville 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 on a public highway.

2. MAINTENANCE OF EQUIPMENT AND SERVICES

The City agrees to maintain the community fire fighting services, 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 AND FORMULA

The annual budget will be divided into two categories – Fixed Charges and Non-Fixed Charges. Fixed charges will include line items such as salaries for Officers Pay, Practice Pay, Stand-By Pay and Clothing-Vehicle Allowance, Employee Benefits Associated with the Previously Listed Salaries, Donation to Firemen's Association, Membership Fees for Wisconsin Firefighters Association, Insurance, Rent, and Annual Maintenance on Each Vehicle. All other charges would be included in the Non-Fixed Charges section.

Fixed Charges will be divided amongst the four municipalities on a per capita basis. Each municipality will only be charged for the residents within the Clintonville Fire Department's service area. Non-Fixed Charges will be charged according to the Shared Cost Formula. The municipalities will discuss any additional items not listed as a fixed charge above in order to determine which category to include it in. Each Township agrees to pay to the City of Clintonville a proportionate share of the cost of operating the Clintonville Fire Department. Shared costs shall include but not be limited to the following: 1.

Contracted Services, 2. Office supplies, 3. Training expenses, 4. Phone, 5. Salaries, fire call salaries and benefits, 6. Gas and oil for vehicles, radios and small equipment, 7. Clothing and uniforms.

Each Town's share of shared costs for each calendar year shall be determined by the following formula: The total shared costs for the year shall be multiplied by a fraction, the numerator of which is the total number of service calls for the preceding three (3) years in that Town and the denominator of which is the total number of service calls for the preceding three (3) years in all three Towns and the City.

The City and Townships will share in the cost of capital purchases as listed in Exhibit A. and according to a population allocation. The population will be changed every ten (10) years.

Clintonville Fire Department rent will be determined on an annual basis as part of the City of Clintonville's budgeting process. The rent payment shall include but not be limited to the following costs: 1. Utilities, 2. Building maintenance and repair, 3. Salaries and benefits of maintenance staff. If the amount allocated for building maintenance and repair is under budget at the end of the year, forty percent (40%) of the unexpended building maintenance and repair budget shall be designated in the General Fund Balance for Fire Department building repair expenses only in order to help offset the costs of future expenses related to the building. These designated funds may also be used in the purchase, building, or remodeling of a new Fire Department facility in the future.

Items with a useful life of one year or less, or with a value if \$2,000.00 or less, will be expensed in the shared cost allocation.

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

The Townships will be billed for water supplied during rural fires. The bill will be determined according to the Public Service Commission Order dated April 18, 1994 as may be amended from time to time by the Public Service Commission. (See last page of contract.)

4. PAYMENT SCHEDULES

Each Town agrees to pay to the City the amount owing for the fiscal year in four equal installments. Payments are due on the last working day of the following months: February, May, August and November of each fiscal year.

5. 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 Clintonville Police and Fire Commission 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.

6. MEMO BILLING

The City shall provide to each of the Towns a "Memo Billing" for each fire call made in each Town within 15 days following the last concluded month. The Base Charge in each Memo Bill will be determined by

each township. A monthly tabulation of each Towns fire emergency and DNR calls as well as the City calls shall be provided to the Police and Fire Commission, as well as the Town Clerk of each of the Towns in the agreement. This billing is at the Towns' request and has no reference to the actual bill.

7. OWNERSHIP OF VEHICLES

As of November 2013, all vehicles are jointly owned and will be purchased together according to the approved population formula. Replacement of new vehicles will be recommended by the Fire Chief to a committee of the Police and Fire Commission and one advisory representative from each of the Townships. All fire vehicles shall be titled as City property for insurance purposes only.

8. USE OF ANY AND ALL EQUIPMENT

The parties agree that all fire trucks and associated equipment owned by the communities 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 retains all personnel and operational oversight for the department through the Clintonville Police and Fire Commission.

9. DNR FIRES, JAWS CALLS, MUTUAL AID, FALSE ALARMS

DNR Fires, JAWS Calls, Mutual Aid and False Alarms will be billed by the City to appropriate agencies, individuals and/or insurance companies. False alarm charges are for City calls and are City only revenue. If at any time a township desires to charge for false alarms, it shall provide written notice of such a decision to the City. Revenues will be collected by the City and credited to a designated account in the Fire Department's Budget. Revenues so collected shall be used to offset expenses. These services will not be tallied against any individual municipality's fire calls.

10. FIRE DUES

Fire Dues, (for each municipality) 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 of which are approved by the State.

11. MUTUAL AID

With respect to mutual aid received by the municipalities, each shall be responsible for payment for such service required within its boundaries.

12. DESIGNATION OF OWNERSHIP

With respect to ownership of materials, equipment, supplies, or anything of material consequence associated with the operation of the Clintonville 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 Clintonville.

13. DISPUTE RESOLUTION PROCESS

In the event of dispute between any two or more of the four municipalities involved in this agreement, there shall be established a Dispute Resolution Process that will provide for an outside panel, composed of; a city Fire Chief, a Town Board Member, and a Commissioner from another Police and Fire Commission. This panel shall be selected by the parties involved in the dispute as follows: The City Fire Chief selected by the Commission. A Town Board Member selected by the Townships. The Commissioner selected by the Commission and the Townships. 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 cost of the dispute process shall be borne by the petitioner 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. NOTICES TO TOWNSHIPS

It is agreed that Notices and Minutes of the Clintonville Police and Fire Commission shall be sent to a designee of each Townships on a timely basis by the City's PFC recording secretary.

15. BUDGET SUBMISSION

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

16. TERM OF AGREEMENT, AMENDMENT AND TERMINATION

This agreement will renew automatically for 2-year terms after December 31, 2019 unless any one of the parties involved requests a change or requests withdrawal. The request for a change must be presented to all parties in writing by June 30, 2019 and prior to June 30 of each fiscal year thereafter. If agreement on the proposed change cannot be reached by December 31, then all parties are advised that the terms and conditions of this agreement will expire along with all obligations contained herein by December 31 of the following year. If a party gives notice of the intent to withdraw, the provisions of Paragraph 19 shall apply. The dispute resolution process can be requested by any party in the agreement to aid in a resolution of any differences.

17. WITHDRAWAL PROVISION

Each of 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 of Common Council. This resolution shall be presented to the other parties to this agreement on or before June 30 of the latest fiscal operating year of the agreement. Such withdrawal can only be done at the end of the following fiscal year.

18. FAILURE TO MAKE PAYMENTS

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.

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

Amendment #2

Lois Bessette
City of Clintonville, Mayor

1-16-18
Date

[Signature]
City of Clintonville, Clerk

01-17-2018
Date

Deborah Bolech
Town of Bear Creek, Chairman

11-13-2017
Date

Cami Kriepentz
Town of Bear Creek, Clerk

11-13-2017
Date

Jim E. Johnson
Town of Larrabee, Chairman

1-8-18
Date

Julene Kratke
Town of Larrabee, Clerk

1-10-18
Date

Don Wayne Tedeschi
Town of Matteson, Chairman

12-21-2017
Date

Michael J. McElroy
Town of Matteson, Clerk

1-9-18
Date