

INTERMUNICIPAL AGREEMENT
CONCERNING THE EAGLE FIRE DEPARTMENT,
EAGLE FIRE BOARD, AND EAGLE FIRE COMMISSION

This Agreement is entered into pursuant to § 66.0301, Wis. Stats., by and between the Village of Eagle, a municipal corporation (hereinafter referred to as "Village"), and the Town of Eagle, a municipal entity (hereinafter referred to as "Town") (collectively the "Municipalities").

WHEREAS, the Eagle Fire District was established in approximately 1957 under an intermunicipal agreement to provide fire protection and emergency medical services within the Village and Town; and

WHEREAS, it has become necessary to update the existing agreement; and

WHEREAS, it is the desire of the municipalities to provide for a continuation of the tradition of excellence the Eagle Fire District has long sustained,

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I: PURPOSE

The purpose of entering into this Agreement by the Eagle Village Board, and the Eagle Town Board shall be to continue to provide proper fire and emergency medical service protection for all persons and properties located within the Village and Town and consistent with intergovernmental cooperation as described in § 66.0301, Wis. Stats.

It is the common belief of the participating Municipalities that greater protection against fire losses and medical emergencies within the area described below can be secured by the joint ownership and operation of fire and emergency medical service equipment and that a more effective Fire Department (as defined herein) can be promoted by the joint and mutual cooperation of the Municipalities (as defined herein), and that the cost of protection can be more equitably shared.

The governing bodies of the Municipalities (as defined herein), in regard to the operation of the Fire Department, Fire Board, and Fire Commission (as defined herein), only reserve to themselves the duties and responsibilities as outlined herein.

**ARTICLE II: CREATION OF FIRE DEPARTMENT
AND FIRE BOARD AND FIRE COMMISSION**

A. Municipalities. The Village of Eagle and the Town of Eagle shall hereinafter be referred to as the "Municipalities."

B. Fire Department. The Municipalities hereby establish a joint municipal fire department as a department of the Municipalities, which shall be known as the Eagle Fire District (hereinafter “Fire Department” or “EFD”).

C. Fire Board. The Municipalities hereby establish a joint municipal fire board as an agency of the Municipalities which shall be known as the Eagle Fire Board (hereinafter “Fire Board”).

D. Fire Commission. The Municipalities hereby establish a joint municipal fire commission as an agency of the Municipalities which shall be known as the Eagle Fire Commission (hereinafter “Fire Commission”).

ARTICLE III: BOUNDARIES

A. Area. The area that shall be served by the Fire Department shall consist of the following territory on the date hereof:

- Village of Eagle: entire incorporated area
- Town of Eagle: entire jurisdiction of the Town of Eagle

B. Modifications to Area. The boundaries of the area may be changed from time to time upon recommendation of the Fire Board and approval by the Municipalities. Any lands annexed by any of the Municipalities shall be automatically included in the boundaries and any lands detached to or annexed out of any of the Municipalities shall be automatically excluded from the boundaries.

C. Mutual Aid Agreements. A certified letter will be mailed to all mutual aid departments informing them of the change in boundaries. To the fullest extent allowed by law, the Municipalities intend that:

1. All mutual aid agreements currently in place on the effective date of this Agreement will continue in effect;
2. The Fire Department will assume all mutual aid obligations heretofore accepted by the Municipalities or any previously existing fire departments of the Municipalities; and
3. Continuation of the existing mutual aid agreements will provide the Municipalities and Fire Department with the same benefits that the Municipalities and/or their previously existing fire departments received prior to entering this agreement.

D. Contract Agreements. Contract agreements with other municipalities or fire departments of municipalities for fire and/or emergency medical services shall be determined by the Fire Board with approval of the Municipalities.

ARTICLE IV: FIRE DEPARTMENT

A. Duties. The Fire Department shall be responsible for fire protection, emergency medical services, rescue operations, Haz-Mat (Level B and C) services, fire prevention and education, fire inspections, and such other duties as assigned by joint resolution of the Municipalities.

B. Composition. The Fire Department shall be comprised as set forth in the rules and regulations of the Fire Department. The rules and regulations of the Fire Department shall include in the same a provision that no elected official of the Municipalities, no member of the Fire Board, and no member of the Fire Commission may serve in any capacity on the Fire Department.

C. Operational Policies. The Fire Department membership shall adopt rules and regulations for its control, management, and government and for the regulation of its business and proceedings that, after adoption by the Fire Chief of the Fire Department, shall become effective and operative upon approval by the Fire Board. Amendments of the same shall be adopted in the same manner.

D. Compensation. All compensation and benefits to be paid to the officers of the Fire Department and all other employees who are members of the Fire Department shall be determined by the Fire Board and payment of the same shall be made from the funds of the Fire Board, all which must be specifically approved as part of the budget process.

E. Fire Chief. The Fire Chief shall serve as the liaison between the Fire Board and Fire Department.

ARTICLE V: FIRE BOARD

A. Duties. The Fire Board shall be responsible for overseeing the operation of the Fire Department and shall have the specific duties and responsibilities as set forth herein.

B. Composition. The Fire Board shall be composed of five (5) members consisting of one Village Board member, one Town Board member, two Town residents that are not members of the Town Board, and one Village resident that is not a member of the Village Board. The members designated as being from the Village shall be appointed by the Village President and approved by the Village Board and those members designated as being from the Town shall be appointed by the Town Chairman and approved by the Town Board. If any non-elected resident member appointment(s) cannot be filled by the responsible Board, a Village Trustee shall be appointed by the Village President with Village Board approval or a Town Supervisor shall be appointed by the Town Chairman with Town Board approval as the case may be.

C. Terms.

1. Terms. All appointments shall commence on June 1st. The terms of the Village and Town Board members shall be for a term of one (1) year. The terms of the resident members shall be for a term of two (2) years. The seats of the Village resident position and one (1) Town resident position shall be appointed in the odd years and the remaining seat for one (1) Town resident shall be appointed in the even years.
2. Unfilled Vacancies. When a voting member resigns or is removed from membership on the Fire Board as outlined in § 17.12 or 17.13, Wis. Stats., or other applicable laws, the affected Municipality shall appoint an appropriate person to fill such vacancy for the remainder of the term, subject to confirmation and the restrictions as set forth above. All Municipalities shall be notified when a new Fire Board member is appointed to fill a vacancy.

D. Officers and Secretary.

1. Election of Officers. At its first meeting after its creation and after its first meeting after June 1 each year, the Fire Board shall choose from its members a President to preside at its meetings, and a Vice President to act in the absence of the President.
2. Secretary: The Fire Board shall be responsible for hiring a Secretary. The Secretary shall hold his/her position until he/she resigns or until the Fire Board releases him/her of his/her duties. The wages for the Secretary shall be set by the Fire Board subject to the budget approved by the Municipalities. The Secretary for the Fire Board shall keep a record of the Fire Board's proceedings. The Secretary shall also maintain the accounting for the Fire Board's bank accounts. The person hired as Secretary of the Fire Board may be the same person who serves as Secretary of the Fire Commission, per Section VII(D)(2).
3. Bond. All Officers of the Fire Board whose duty it is to sign checks shall furnish a bond, paid for by the Fire Board, in such amount as shall be required and approved by the Fire Board, which shall be adequate to cover the funds entrusted to his/her care.
4. Duties.
 - a. **President.** The President shall:
 - (1) preside at all meetings of the Fire Board;
 - (2) see that all orders and resolutions of the Fire Board are carried out;

- (3) execute all contracts and agreements and approve the bill list as duly authorized by the Fire Board;
- (4) initiate the audit/compilation process pursuant to Article V, Section O and submit a complete and detailed report of the financial condition of the Fire Department to the Municipalities on or before June 30 of each calendar year for the previous calendar year;
- (5) report to the Fire Board all matters within the President's knowledge regarding the Fire Department;
- (6) communicate with the Municipalities as reasonably requested and needed. Municipalities can receive copies of communications between the President and any of the Municipalities on request, and no such communications shall be confidential between the President and any single Municipality;
- (7) perform such additional duties as may be prescribed by the Fire Board;
- (8) countersign checks as required by the Fire Board policies; and
- (9) set meeting agendas.

b. **Vice President.** The Vice President shall:

- (1) discharge the duties of the President in the event of the President's absence or disability; and
- (2) perform such additional duties as may be prescribed by the Fire Board.

c. **Secretary.** The Secretary shall:

- (1) countersign all checks after the same have been signed by the President or Vice President;
- (2) keep a correct and complete record of all of the proceedings of the Fire Board meetings held pursuant to Article V, Section F;

- (3) keep an accurate account in accordance with generally accepted accounting practices (GAAP) of all monies received and disbursed;
- (4) provide a financial report to the Fire Board monthly or as requested by the Fire Board;
- (5) distribute agendas to members and media; and
- (6) perform all general duties which are incidental to the offices of the Secretary subject to direction of the Fire Board.
- (7) perform such additional duties as may be prescribed from time to time by the Fire Board.

E. Compensation. No salary shall be paid to the Fire Board members either as officers or as members.

F. Meetings.

1. Regular and Special. The Fire Board shall hold monthly meetings at a place, and at a time, to be fixed by the Fire Board for transacting such business as may require their attention. Special meetings of the Fire Board may be held whenever called by the Secretary upon direction of the President or upon written direction of three (3) members of the Fire Board or upon written direction of the Municipalities. The Clerks of the Municipalities shall be notified of any regular or special meetings before such meeting is held. The Fire Board shall keep a written record of its proceedings which shall be transmitted in a timely manner to the Municipalities, Fire Board, Fire Commission, and Fire Chief.
2. Quorum. Three (3) members present of the Fire Board shall constitute a quorum for all purposes.
3. The Fire Chief shall report to all Municipalities at a frequency determined by the Fire Board.
4. Notice. All meetings of the Fire Board shall be properly noticed as prescribed in § 19.84, Wis. Stats., and, except as provided in § 19.85, Wis. Stats., all meetings of the Fire Board shall be open to the general public.

G. Required Votes. In order for a motion to be adopted, a simple majority vote from members of the Fire Board present is required.

H. By-Laws. The Fire Board shall have the authority to adopt rules, policies, and by-laws as it deems necessary for its control, management, disbursement of funds, and governance and for the regulation of its business and proceedings which, after adoption by the Fire Board, shall become effective and operative. Amendments of the by-laws shall be adopted in the same manner.

I. Budget.

1. The Fire Department, Fire Board, and Fire Commission shall each have their own operating budget line items within the overall budget.
2. Fire Department Budget.
 - a. The Fire Chief shall submit the proposed budget items for the Fire Department (and the Fire Commission shall submit its proposed budget items pursuant to Article VI, Section I) to the Fire Board not later than August 1 of each year for the next fiscal year beginning January 1. Such budget requests shall be as set forth on a line-by-line basis the items of revenue (including without limitation interest income, charges to the Municipalities, charges to end users, and monies received from the State of Wisconsin for a highway call) and operating and capital expenditures of the Fire Department. Upon receipt of the same, a special meeting or meetings shall be called by the Fire Board to discuss, amend, enlarge, or reduce the various items of the proposed budget requests and to make final recommendation regarding the same. In the event the Fire Chief does not submit a budget request by August 1, then the Fire Board shall prepare the same.
 - b. For the particular purpose of presenting the proposed budget request and for the additional purpose of acting as an advisor to the Fire Board, the Fire Chief or his/her designee shall serve as the only representative of the Fire Department membership, and all requests, suggestions, advice, and problems shall be presented to the Fire Board by the Fire Chief or his/her designee who shall in all respects represent the Fire Department membership. The Fire Chief and/or his/her designee(s) shall be the sole representative(s) of the Fire Department to the Fire Board for the purposes of presenting and discussing the budget.
 - c. Financing Formula (Distribution of Costs).
 - (1) Each Municipality's annual financial contribution to the Fire Department's budget shall be based on equalized value as follows. Each Municipality shall pay that percentage of the budgeted costs that is equal to each Municipality's

percentage share of the total equalized valuation of improvements of all the Municipalities. The equalized value used in this calculation shall be as determined by the State of Wisconsin Department of Revenue (or any successor).

3. The Fire Board shall submit a budget to the Municipalities no later than October 1, and if the Fire Board fails to do so, the budget items, as submitted by the Fire Chief and the Fire Commission, shall be submitted to the Municipalities. The budget shall then be reviewed by a joint meeting of the Municipalities and the Fire Chief or his/her designee for the purpose of discussing and considering said budget, including any reductions thereof or additions thereto prior to the adoption thereof by the Municipalities. Said joint meeting shall be held between October 1 and October 31 each year. The Fire Board shall not have elective or taxing powers. All funding and expenditures in the budget must be authorized and approved by the Municipalities. A final budget shall be adopted by the Municipalities no later than December 1 as part of the regular municipal budgeting process of each year. If the Municipalities do not adopt identical budgets for the Fire Board for the upcoming year by December 1 of each year, the last budget, less amounts budgeted specifically for capital expenditures, approved by the Municipalities shall be deemed to be adopted by the Municipalities for the next calendar year.
4. Capital Improvement Fund. There is hereby established a Capital Improvement Fund, which shall be presented in the budget, for the purpose of providing a systematic method of funding major equipment purchases. Each Municipality shall make contributions to the Fund in the same percentage as Section V (1) (2) (c). The Fire Chief shall make a request to both the Village and Town Boards to purchase equipment with funds from the Capital Improvement Fund. Disbursements from this account shall be made only after approval by both the Municipalities, with the signatures of both the Town and Village Treasurers.

J. Expenditures. The Fire Chief is responsible for administering the annual budget items applicable to the Fire Department and shall be accountable to the Fire Board for same. The Fire Chief shall present an itemized list of all invoices to be paid each month. The Fire Department shall not pay any invoice until approved by the Fire Board, unless otherwise authorized in the Fire Board rules, and which are in accordance with the annual budget approved by the Municipalities. Notwithstanding the foregoing, at no time may the Fire Chief, Fire Board, or Fire Commission exceed, by any amount, the total budget except as follows. Any expenditure over the annual budget must receive unanimous prior approval by the Municipalities.

K. Property, Equipment and Supplies. The Fire Board shall have the power to purchase, lease, sell, and dispose of all of the property, equipment, apparatus, and supplies of the

Fire District, as authorized in the approved budget or as set forth in Article XI. Sale of equipment owned by the Municipalities is set forth in Article VIII.

L. Borrowing/Leasing. The Fire Board shall have the power to borrow money for or lease capital expenditures and to execute in the name of the Fire Board all notes or mortgages or other evidences of indebtedness or leases that it may incur on such terms as the Fire Board shall determine, with the prior approval of the Municipalities.

M. Assessment of Costs to End Users. The Fire Chief under the direction of the Fire Board shall have authority to bill end users for all assessments of costs of fire and rescue services, fire inspections, emergency medical services, and any other services performed by the Fire Department and shall be responsible for collecting the same. General policies regarding costs for such services shall be established in the rules, policies, and/or by-laws of the Fire Board. The Fire Board shall be responsible for hearing and determining appeals of aggrieved persons respecting assessment of costs of such services. The Municipalities agree, upon request of the Fire Board, after reasonable attempts to collect the same by the Fire Board, to place on their respective tax rolls as special charges pursuant to § 66.0627, Wis. Stats., all costs as determined by the Fire Board. Any monies collected hereunder shall be remitted to the Fire Board within forty-five (45) days of receipt of the same. Further, any monies collected under this section shall be shown as revenue of the Fire Board in the budget.

N. Insurance. The Fire Board shall at all times keep in full force and effect insurance for replacement value of the equipment and the participating Municipalities shall be named as additional insureds affording them full protection (less reasonable deductibles) against claims, casualties, losses, and liabilities occurring in operation of the Fire Department, Fire Commission, and Fire Board, including insurance for the equipment referenced in Article VIII, and provide the participating Municipalities with copies of the same.

O. Audit/Compilation. The Fire Board shall have a financial audit or compilation performed on an annual basis by an independent certified public accountant (or firm of certified public accountants). The results of the audit or compilation must be transmitted to the Municipalities no later than June 30 of each year for the preceding fiscal year.

P. Excess Funds.

1. Surplus Funds. All budgeted funds which are not spent prior to the end of the year shall be retained by the Fire Department. These surplus funds shall be shown on the annual budget request, and in the budget approved by the participating Municipalities. Surplus funds may, upon approval of the Municipalities, be used to fund shortfalls in current or future budgets or added to Fire Department savings accounts for future expenditures. Upon termination of the Fire Department, surplus funds shall be returned to the participating Municipalities as determined by the current year Financing Formula percentages set forth in Article V, Section I (2) (c).

2. Capital Equipment Fund Line Item. All proposed capital equipment expenditures included in the budget which are not spent prior to the end of the year shall be retained by the Fire Department. These remaining budgeted funds shall be shown on the annual budget request as a fund reserve set aside for capital purchases. The reserve fund may, upon approval of the Municipalities, be used to fund shortfalls in capital equipment purchases identified in current or future budgets. Upon termination of the Fire Department, the capital equipment fund shall be returned to the participating Municipalities as determined by the current year Financing Formula percentages set forth in Article V, Section I (2) (c).
3. Contingency Fund Line Item. The budget shall include a contingency fund, which in addition to the surplus funds, may be used by the Fire Department to fund shortfalls in current budgets. Any unspent contingency funds at the end of the year should be deemed surplus funds.
4. Municipalities shall retain any and all monies received from the State and/or Federal Government for any purposes (except as set forth below). All other fire and emergency medical service programs as authorized by the Fire Board upon which monies are received (including charges to end users, fire dues, grants, and monies received from the State of Wisconsin for highway calls) shall go directly to the Fire Board. Funds may be used to fund shortfalls in future budgets or for capital purchases and shall be shown as revenue of the Fire Department in the budget.

ARTICLE VI: FIRE COMMISSION

A. Duties. The Fire Commission shall have the duties as set forth by § 62.13, Wis. Stats., excluding the optional powers as set forth in § 62.13 (6), Wis. Stats.

B. Composition. The Fire Commission shall be composed of five (5) members consisting of two Village members and three Town members. The members designated as being from the Village shall be appointed by the Village President and approved by the Village Board and those members designated as being from the Town shall be appointed by the Town Chairman and approved by the Town Board. If any non-elected resident member appointment(s) cannot be filled by the responsible Board, a Village Trustee shall be appointed by the Village President with Village Board approval or a Town Supervisor shall be appointed by the Town Chairman with Town Board approval as the case may be. The members of the Fire Commission are not obligated to be the same members as the Fire Board, however if so chosen by either the Village President, and approved by the Village Board, or by the Town Chairman, and approved by the Town Board; the members of the Fire Commission may be the same members as the Fire Board.

C. Terms.

1. Terms. All appointments shall commence on June 1st. The terms of the members shall be for a term of two (2) years. The seats of one Village position and one (1) Town position shall be appointed in the odd years and the remaining seats for one (1) Village position and two (2) Town positions shall be appointed in the even years.
2. Unfilled Vacancies. When a voting member resigns, was also a municipal board member that no longer retains a position on the municipal board, or is removed from membership on the Fire Commission as outlined in § 17.12 or 17.13, Wis. Stats., or other applicable laws, the affected Municipality shall appoint an appropriate person to fill such vacancy for the remainder of the term, subject to confirmation and the restrictions as set forth above. All Municipalities shall be notified when a new Fire Commission member is appointed to fill a vacancy.

D. Officers and Secretary.

1. Election and Duties of Officers. At its first meeting after its creation and after its first meeting after June 1 each year, the Fire Commission shall choose from its members a Chairperson to preside at its meetings, and a Vice Chairperson to act in the absence of the Chairperson.
2. Secretary: The Fire Commission shall be responsible for hiring a Secretary. The Secretary shall hold his/her position until he/she resigns or until the Fire Commission releases him/her of his/her duties. The wages for the Secretary shall be set by the Fire Board subject to the budget approved by the Municipalities. The Secretary for the Fire Commission shall keep a record of the Fire Commission's proceedings. The person hired as Secretary of the Fire Commission may be the same person who serves as the Secretary of the Fire Board, per Section V(D)(2).

E. Compensation. No salary shall be paid to the Fire Commission members either as officers or as members.

F. Meetings.

1. Regular and Special. The Fire Commission shall not hold regular meetings. The Fire Commission shall hold special meetings at the call of the Municipalities, Fire Board, Fire Chief, or Assistant Fire Chief. The Clerks of the Municipalities and Secretary of the Fire Board shall be notified of any special meeting before such meeting is held. The Fire Commission shall keep a written record of its proceedings which shall be transmitted in a timely manner to the Municipalities, Fire Commission, and Fire Board.

2. Quorum. Three (3) members present of the Fire Commission shall constitute a quorum for all purposes.
3. Notice. All meetings of the Fire Commission shall be properly noticed as prescribed in § 19.84, Wis. Stats., and, except as provided in § 19.85, Wis. Stats., all meetings of the Fire Commission shall be open to the general public.

G. Required Votes. In order for a motion to be adopted, a simple majority vote from members of the Fire Commission present is required.

H. By-Laws. The Fire Commission shall adopt rules, policies, and by-laws as it deems necessary for its operation and for the regulation of its business and proceedings which, after adoption by the Fire Commission, shall not become effective and operative until approved by the Municipalities. Amendments of the by-laws shall be adopted in the same manner.

I. Budget Request. The Fire Commission shall submit a proposed budget request to the Fire Board not later than August 1 of each year for the next fiscal year beginning January 1. All expenditures of the Fire Commission shall be as set forth in the line items of the budget. Upon receipt of the same, a special meeting or meeting shall be called by the Fire Board to discuss, amend, enlarge, or reduce the various items of the proposed budget and to make final recommendations regarding the same. In the event the Fire Commission does not submit a budget request by August 1, then the Fire Board shall prepare the same.

J. Hiring.

1. Fire Chief. The appointment of the Fire Chief shall be made by the Fire Commission. The duties of the Fire Chief shall be as follows:
 - a. Management. The Fire Chief shall be responsible for the daily management and operation of the Fire Department, subject to local ordinances and state and federal laws.
 - b. Budget. The Chief shall recommend a budget request to the Fire Board on or before August 1st each year.
 - c. Appointments and Discipline of Subordinates. Appointments of subordinates shall be made in accordance with Wisconsin Statute Section 62.13(4) and discipline of subordinates shall in accordance with Section 62.13(5).
 - d. Number of Personnel and Compensation. The Chief shall recommend to the Municipalities the number of fire fighting, emergency personnel and other staff needed, and compensation for such personnel. Approval of the number of personnel shall fall

upon the Municipalities, which may request the recommendation of the Fire Board. Approval of compensation for Fire Department personnel shall be by the Fire Board, and reflected in the budget approval by the Municipality.

e. Deputy State Fire Marshall. The Chief shall also perform the duties of the deputy state fire marshal.

2. Appointment and Promotions. The Fire Chief shall appoint subordinates subject to approval by the Fire Commission.

K. Disciplinary Actions Against Members. The Fire Commission shall be responsible for hearing and determining disciplinary actions against the Fire Chief and subordinates of the Fire Department pursuant to § 62.13, Wis. Stats.

L. Legal Advice/Legal Fees. The Fire Commission may retain its own attorney with approval of the Fire Board.

ARTICLE VII: PAYMENT OF BUDGETED EXPENSES

Budgeted expenses of the Fire Board, Fire Commission, and Fire Department shall be paid as follows. Without the necessity of billing for or receiving an invoice, one-quarter of the monies owed by each Municipality, as shown in the adopted budget, shall be remitted to the Fire Board quarterly. Specifically, the first payment is due on or before January 10; the second payment is due on or before April 10; the third payment is due on or before July 10; and the fourth payment is due on or before October 10.

If a participating Municipality fails to make all or any portion of any payment required under this agreement in a timely manner, such Municipality shall remit to the Fire Board interest at the rate of one percent (1%) per month or any fraction of a month on the outstanding balance due.

ARTICLE VIII: OWNERSHIP OF EQUIPMENT

The Eagle Fire District shall own and control all equipment and apparatus used for operation. The Fire Board shall keep records showing the dates and cost of each purchase of personal property, and the financing formula percentage in effect on the date of purchase.

ARTICLE IX: FIRE STATIONS

The Fire Board and Fire Department shall keep the firefighting equipment and apparatus in the fire stations as determined by the Fire Chief and reported to the Fire Board at its regular monthly meeting.

ARTICLE X: AMENDMENTS

The Municipalities may alter, amend, and/or rescind all or any of the provisions of this Agreement; however, such changes shall not take effect until approved by the Municipalities.

ARTICLE XI: TERMINATION

A. Agreement. This Agreement shall take effect upon the date stated herein after the adoption by the governing body of each Municipality of a motion or resolution approving the Agreement and authorizing its execution. This Agreement shall remain in effect in perpetuity subject to the following:

1. All Municipalities shall participate in this Agreement for a minimum of seven (7) years.
2. After the expiration of the initial five (5) year period, any Municipality wishing to withdraw from this Agreement may do so on at least two (2) years written notice addressed to the Clerk of each of the other Municipalities, provided however, that no such notice be given until expiration of the initial five (5) year period set forth in the prior paragraph.
3. Termination. This Agreement may be terminated at any time by the written consent of all Municipalities or upon the withdrawal of any Municipality, provided that this Agreement and the joint Fire Board and Fire Commission shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to terminate the affairs of the Fire Department.
4. Assets. In the event of the termination of this Agreement, the Fire Board shall cause all of the assets it owns and the property owned as tenants in common by the participating Municipalities and used by the Fire Department to be appraised by competent appraisers, and the Fire Board is authorized to sell such assets to the Municipalities at the appraised value provided, however, that if more than one participating Municipality desires to purchase a particular asset, it shall be sold to the highest bidder. Failing to dispose of such assets to the Municipalities, the Fire Board is authorized to sell or dispose of the remaining assets at the best price obtainable therefore. Sale of the assets may not commence prior to four (4) months before the Dissolution Date. No delivery of any asset to the purchasing party may occur until the Dissolution Date.
5. Remaining Funds. In the event of termination, the Fire Board shall pay all outstanding liabilities and obligations first. The proceeds from the sale of property owned as tenants in common by the participating Municipalities, net of costs of appraisal and costs of sale (if any), shall be divided in

proportion to each respective Municipality's ownership interest therein (i.e., based on the financing formula in effect on the date of acquisition) on a property by property basis. Lastly, all remaining funds of the Fire Board shall be divided between and paid to the Municipalities in proportion to the then current year Financing Formula percentages set forth in Article V, Section I (2) (c).

B. Amendments. Amendments to this Agreement may be proposed by any member of the Fire Board. The amendment shall be submitted to the Fire Board at least thirty (30) days prior to the meeting of the Fire Board at which such amended is to be considered.

ARTICLE XII: ADDITIONAL PROVISIONS

A. Binding Effect. The terms and provisions of this Agreement shall be binding upon and shall be beneficial to all of the parties hereto and their permitted assigns. No party to this Agreement may assign any of its rights or delegate any of its duties or obligations under this Agreement without the prior written consent, in its sole discretion, which cannot be unreasonably withheld, of the other parties.

B. Rules of Construction. The captions in this Agreement are inserted only as a matter of convenience and in no way affect the terms or intent of any provision of this Agreement. All defined phrases, pronouns, and other variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the actual identity of the organization, person, or persons may require. No provision of this Agreement shall be construed against any party hereto by reason of the extent to which such party or its counsel participated in the drafting hereof.

C. Choice of Law and Severability. This Agreement shall be construed in accordance with the internal laws of Wisconsin. If any provision of this Agreement shall be contrary to the internal laws of Wisconsin or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with applicable law and this Agreement shall then be construed in such a way as will best serve the intention of the parties at the time of the execution of this Agreement.

D. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto regarding the terms and operations of the Fire Board, Fire Commission, and Fire Department, except for any amendments to this Agreement adopted in accordance with Article X hereof. This Agreement supersedes all prior and contemporaneous agreements, statements, understandings, and representations of the parties regarding the terms and conditions of the Fire Board, Fire Commission, and Fire Department, except as provided in the preceding sentence. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making such waiver.

E. Notices. All notices, requests, consents, or other communication provided for in or to be given under this Agreement shall be in writing, may be delivered in person, by facsimile transmission, by overnight courier, or by mail, and shall be deemed to have been duly given and to have become effective: 1. one (1) day after having been delivered in person or by facsimile; 2. one (1) day after having been delivered to an overnight courier; or 3. three (3) days after having been deposited in the mail as certified or registered mail, all fees prepaid, directed to the parties or their assignees at the following addresses (or at such other address as shall be given in writing by a party hereto): Village Clerk, Village of Eagle, 820 E. Main Street, Eagle, Wisconsin 53119, with a copy to the Village President and Village Attorney; Town Clerk, Town of Eagle, P.O. Box 327, Eagle, WI 53119, with a copy to the Town Chairman and Town Attorney.

F. Expenses. Except as otherwise specifically provided in this Agreement, the parties shall pay their respective expenses and costs incurred or to be incurred in negotiating and carrying out the terms of this Agreement, including without limitation all of their respective attorneys' fees.

G. Dispute Resolution.

1. If disputes arise between the Village and the Town relating to this Agreement, the Village and Town Boards shall meet and attempt to resolve their differences. If the Boards cannot agree, each Board shall appoint two (2) board members to a conference committee. The conference committee shall meet and agree by a majority vote on any disputed items. The decision of the conference committee shall be binding upon both the Town and Village Boards.
2. In the event that the conference committee is unable to resolve a disputed item within 60 days after the matter is referred to the conference committee, either board may request arbitration. The demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The decision of the arbitrator shall be final and binding. The cost of the arbitrator shall be borne equally by the Village and the Town.

ARTICLE XIII: ADOPTION OF ORDINANCE

The Municipalities will repeal any respective ordinances creating the heretofore existing Fire Department, and adopt this Agreement as an ordinance for purposes of creating the Eagle Fire District, Eagle Fire Board, and Eagle Fire Commission.

ARTICLE XIV: EFFECTIVE DATE

This Agreement is effective immediately upon full execution of the parties, subject to the following. The Fire Department described herein shall be in existence with full authority at 12:01:01 a.m. on _____. The Fire Board described herein shall be in

existence with full authority immediately upon full execution of this agreement, following the appointment of the Fire Board as described herein. The Fire Commission described herein shall be in existence immediately upon full execution of this agreement, following the appointment of the Fire Commission as described herein, for the limited purpose of preparing for the timely full implementation, and shall have full authority at 12:01:01 a.m. on _____.

Dated this _____ day of _____, 2016.

VILLAGE OF EAGLE


Richard Spurrell, Village President

ATTEST:

Cheri A. Zindars, Village Clerk/Treasurer

Dated this _____ day of _____, 2016.

TOWN OF EAGLE



Robert Kwiatkowski, Town Chairman

ATTEST:



Lynn Pepper, Town Clerk

