

**INTER-GOVERNMENTAL AGREEMENT BY AND BETWEEN
THE VILLAGE OF ARENA AND THE TOWN OF ARENA FOR THE
ESTABLISHMENT OF THE ARENA FIRE AND EMS DISTRICT**

WHEREAS, the Village of Arena, a Wisconsin municipal corporation (“Village”), and the Town of Arena, a Wisconsin body corporate and politic (“Town”), both located in Iowa County, Wisconsin, (together, the “Municipalities”), through their respective governing bodies, desire to address common needs to provide fire protection, rescue services and emergency medical services; and

WHEREAS, the Municipalities have the power and authority under the laws of the State of Wisconsin to enter into an agreement for fire protection, rescue services and emergency medical services in the hereinafter described area and for the purchase, acquisition and maintenance of fire and rescue vehicles, and all necessary equipment therefor, and for the payment for the same in the manner hereinafter set forth; and

WHEREAS, the Municipalities deem it necessary, advantageous and efficient to provide fire protection, rescue and emergency medical services jointly for the Municipalities; and

WHEREAS, in consideration of the mutual promises herein set forth the Municipalities agree to cooperate for the public good as set forth herein.

NOW THEREFORE, it is hereby agreed as follows:

1. **Purpose.** The purpose of the Arena Fire Department (AFD) and the Arena Emergency Medical Service (AEMS) is to provide fire protection, rescue and emergency medical services to the public, residents, businesses, and non-profit entities of the Village and the Town.
2. **Definitions.**
 - A. **Commission.** The Intermunicipal body appointed to govern the affairs of the Fire and EMS District.
 - B. **The District.** The basic territory to be furnished with fire protection, rescue and emergency medical services under this Agreement. The District is further identified in Section 4 of this Agreement.
 - C. **AFD.** Arena Fire Department.
 - D. **AEMS.** Arena Emergency Medical Services.
 - E. **Contract Municipality.** A neighboring municipality that may receive fire protection, rescue and/or emergency medical services as a customer of the Fire

and EMS District by signing a contract with the Commission and paying a fee for services but does not have a seat/position on the Commission.

3. **Legal Status.** The Village and the Town do contract, each with the other, and as authorized by the provisions of Wis. Stats. §§62.13, 60.55, 60.57, 66.0301 and 256.12, and do hereby agree to form the District for the participating municipalities, for the safety of residents and visitors to the participating municipalities.
4. **Boundaries of The District.** The basic territory to be furnished with fire protection, rescue and emergency medical services is as follows:
 - A. All lands located in the Village of Arena;
 - B. All lands located in the Town of Arena.
5. **Commission Composition and Legal Duties.**
 - A. The District, AFD and AEMS herein created shall be governed by the Commission. The Commission shall consist of three (3) voting representatives: one (1) from the Village of Arena and two (2) from the Town of Arena. Representatives shall be appointed annually in May of each year by the Village and Town and shall serve until the new appointment is made. Neither the Fire Chief nor the EMS Director, nor any paid or volunteer member of the Fire Department or EMS Service shall be appointed to serve as voting members of the Commission.
 - B. **Powers, Duties and Administration.**
 - (1) In order that there may be direct and prompt action on all administrative matters and problems arising hereunder, the Commission is hereby delegated the right to exercise any required administrative function and duty for and on behalf of the District including, without limitation because of enumeration:
 - (a) the right to contract with personnel for operation of the fire equipment or to provide emergency medical services;
 - (b) the right to establish the charges for services rendered and to make collections for the same;
 - (c) the power to deposit, expend and disburse funds appropriated by the Municipalities pursuant to the annual budget approved by the Municipalities;
 - (d) the power to approve and make capital purchases and to dispose of capital equipment that is no longer needed or obsolete as provided in the annual budget approved by the Municipalities;

- (e) the duty to propose and submit the annual budget in accordance with Section 10 of this Agreement;
- (f) The duty to require and approve financial reports, a monthly Fire Chief and EMS Director report and other status reports deemed necessary.

(2) The Commission may hire employees or enter into agreements with contractors to assist it in performing its administrative functions, including, but not limited to, bookkeeping and accounting services.

C. **Quorum.** A majority of the voting members of the Commission, shall constitute a quorum except that for the annual budget recommended to the Municipalities, all voting members of the Commission shall be in attendance when the Commission votes on the proposed annual budget.

D. **Commission Officers.** The Commission shall establish and elect its own officers to-wit: a President, Secretary and Treasurer.

E. **Rules for Meetings.** The rules contained in the latest edition of Robert's Rules of Order shall guide the Commission in all cases to which they are applicable and in which they are not inconsistent with any special rules of order the Commission may have adopted. However, the failure to abide by Robert's Rules of Order shall not invalidate any Commission action. All meetings of the Commission shall be conducted pursuant to the requirements of the Wisconsin Open Meetings Law.

F. **By-laws.**

- (1) The Commission may develop its own written By-laws regarding the conduct of business of the Commission which shall be provided to each of the municipalities which are parties to this Agreement.
- (2) The volunteer members of the AFD and AEMS may develop written By-laws, subject to approval by the Commission. Changes to the AFD or AEMS By-laws shall be submitted to the Municipalities when they occur.

G. **Commission Policies.** Policies may be made by the Commission at any time.

H. **Commission Compensation.** Commission representatives shall be compensated at a rate established in the annual District budget.

I. Commission Meetings.

- (1) The Commission shall fix a date and time for its regular meetings, providing its meetings are held at least monthly.
- (2) Special meetings may be called upon with a twenty-four (24) hour written notice by the President or the Secretary or when requested in writing by two Commission members.
- (3) A copy of the minutes of each Commission meeting shall be provided to the AFD, AEMS, Village of Arena and Town of Arena Clerks.

J. Disbursement of Commission Funds. Funds shall be disbursed by checks signed by the President and Treasurer of the Commission. The Treasurer shall be primarily responsible for overseeing the disbursement and accounting activities.

K. Appointment of Fire Chief, EMS Director and Other Officers.

- (1) By a majority vote, the Commission shall appoint the Fire Chief for the AFD. By a majority vote, the Commission shall appoint the EMS Director for the AEMS.
- (2) The volunteer membership of the AFD and AEMS shall nominate individuals for Line and Civil Officers of the respective organizations. The Chief or Director will select from those nominated as Line Officers, Assistant Chiefs to be recommended and submitted for appointment by the Commission. Captains and Civil Officers will be elected by the volunteer membership of the AFD and AEMS.

L. Audit. The Commission shall have the financial records of the District audited by an independent certified public accountant within 3 months following the execution of this Agreement and then during the first quarter of each year thereafter, starting in 2026, for the 2025 calendar year. The auditor shall provide copies of the audit report and any management letter to the Clerks of the Municipalities within 15 days after completion of the audit. Except as provided otherwise in this paragraph, the costs of the audit shall be paid by the Commission. Any of the Municipalities shall have the authority to audit the books of the Commission at any other time, and the Commission shall provide full disclosure in the event of any requested additional audit. Any such additional audit shall be at the expense of the municipality or municipalities requesting the additional audit.

M. Monthly Reporting. Monthly, by the first day of each month, or more often, at the option of the Commission, or upon a written request by any one of the

municipalities, the Commission Treasurer shall prepare an itemized statement of all revenues and expenditures of the District and shall submit a copy of such statement to the Clerk of each Municipality and to an accounting firm hired by the Commission to prepare the monthly report. The monthly report from the accounting firm shall include balance sheets and income statements with actual revenues and expenditures identified by month and a comparison tracking to the annual budget. The firm shall provide these monthly reports to each Municipal Clerk.

6. **Financing.**

- A. The costs of the operation, capital acquisitions and necessary equipment shall be paid by the Municipalities after applying any direct income or proceeds received by the AFD and AEMS. The cost of vehicles used by the AFD and AEMS and the necessary associated equipment, the cost of operating, staffing, maintaining, housing and repairing said vehicles and equipment, the cost of providing public liability insurance, property damage insurance to protect the parties hereto and the public, and workers compensation insurance for employees and volunteers of the AFD and AEMS shall be calculated between and paid by the Municipalities by using the average of the following three factors as calculated for each municipality:
 - (1) equalized values for the areas of the Fire District in each municipality as a percentage of the equalized values for the entire District;
 - (2) population of each municipality as a percentage of all people residing in the District; and
 - (3) actual Fire and EMS calls made to each municipality in the previous year as a percentage of all calls made to the entire district during that period.
- B. After the three percentages have been calculated for a municipality, the percentages shall be added together and divided by three to reach that municipality's proportionate share.
- C. Equalized Values shall be determined for each municipality by the Wisconsin Department of Revenue Certificate of Equalized Value by class and item website. on or before October 1 of each calendar year, the clerk for each municipality shall provide the other municipal clerk with the information pertaining to equalized values as of January 1 of that year.
- D. The population considered for each municipality shall be determined by the Wisconsin Department of Administration Demographic Services Center. The municipal clerks shall share the information received by the Department by October 15 of each year, effective as of January 1 of that year.

- E. The number of Fire and EMS calls to each municipality shall be determined by the Commission from a review of dispatch records and call logs. Mutual aid calls shall not be counted as part of this calculation. All calls for Fire or EMS to the Wisconsin River shall be counted as a Town call. Calls to Highway 14 within the jurisdictional boundaries of the Village shall be counted as Village calls and calls to Highway 14 within the jurisdictional boundaries of the Town shall be counted as Town calls. The Commission Secretary shall provide the actual dispatch records and call logs regarding calls to the municipality to each of the municipal clerks with information as of January 1 of that year. The clerks shall then verify the information is correct and calculate each municipality's proportionate share pursuant to the formula set forth in this paragraph.
- F. The Commission shall pay the Village a monthly fee for hydrant usage that shall be determined by the Village on an annual basis pursuant to rules established by the Wisconsin Public Service Commission. The Commission shall pay the Village for water usage at the rate per one thousand gallons determined by the Wisconsin Public Service Commission.
- G. The Municipalities shall work in good faith to consider any resolutions allowed by Wis. Stat. § 66.0602(3)(h)1. to exceed the levy limit for fire or EMS service charges.
- H. The Municipalities shall each pay their proportionate share to the Commission in two installments each year. The first installment shall be due on or before February 1 and the second installment shall be due on or before August 1.

7. **Ownership Interest of Assets.**

- A. The Municipalities shall create a list of all AFD and AEMS assets used by the District as of the date of this Agreement. Those assets shall be owned 70% by the Town and 30% by the Village.
- B. From the date of this Agreement forward, all assets purchased by the District shall be owned by the Municipalities in the same proportion as its contribution as calculated for the previous budget year pursuant to section 6 above.
- C. The ownership interest of each participating municipality in any real estate and improvements, owned or acquired by the District shall be owned 50% by the Village and 50% by the Town.

8. **Revenues.**

- A. All revenues shall be disbursed by the Commission in accordance with the approved budget. Disbursement shall be made as required to defray the

operational costs incurred in connection with the service provided under this agreement, and to provide an operation and depreciation reserve fund for unanticipated repairs, contingencies, and the purchase of replacement equipment and vehicles. The amount and any anticipated use of the operation and depreciation reserve fund shall be reflected in the approved annual budget.

- B. Should revenue prove insufficient for such purposes described in Section 8.A., then each of the Municipalities will pay proportionate shares of any deficit on the basis of their proportionate shares as set forth in section 6 above.
- C. The Commission may, at its discretion, establish a system for billing for fire and/or EMS calls.

9. **Municipal Borrowing.**

- A. The Commission shall create a five-year Capital Improvement Plan to assist the Municipalities with budgeting for capital improvement projects in the future. The Capital Improvement Plan shall be submitted to the Municipalities with the annual budget and approved by each Municipality.

10. **Annual Budget.** Annually the Fire Chief and EMS Director shall submit an itemized annual budget (both capital and operating) request to the Commission. The Commission shall work with the Chief and Director to address budget issues and complete a budget. The Commission shall submit an itemized budget request to each of the Municipalities not later than the fourth Monday in September. The Commission annual budget shall contain a comparison of budget vs actual revenues and expenditures for the three years prior, and the current year to date. The Commission budget is approved when adopted by all Municipalities. The expenditures of the Commission shall not exceed the amount budgeted unless such expenditures are approved by all Municipalities. In the event the Commission has unexpended funds at the end of a budget cycle, the unexpended funds shall be carried forward for use in the next approved annual budget. Any funds proposed for the operation and depreciation reserve fund established under section 8, above, shall be identified and approved as part of the annual budget. In the event the Municipalities do not both approve an annual budget, then the previous year's approved costs of operation budget shall control until the Municipalities approve a budget.

11. **Mutual Aid Agreement.** It is further agreed by the parties hereto that fire protection, rescue and emergency medical services may be furnished to residents of non-participating municipalities to the extent approved and permitted by the Commission. The Commission shall review and approve the mutual aid agreement pursuant to Section 66.3125, Wis. Stats., and shall establish the radius or area within which mutual aid will be provided.

12. **Additional Member Municipalities.** Neighboring municipalities may join and

become members of the District by submitting a written request to the Commission which shall work out all financial details related to such membership, and such membership must be approved by all the Municipalities. Any change in territory served as set forth in section 4 above must be approved by the Commission and by all the Municipalities. Municipalities joining the District shall add representatives to the Commission as determined by the Commission and the Municipalities.

13. **Providing Services to Contract Municipalities.** Fire, rescue and emergency medical services may be furnished to residents of Contract Municipalities to the extent permitted by the Commission, which shall establish the radius within which fire and emergency service calls will be answered and the charge to be made for such calls. All contracts for services shall be approved by all the Municipalities following recommendation by the Commission. All amounts received for service calls outside the District are to be credited toward the operation and maintenance of the District and to reduce the Municipalities' proportionate shares of funding the District as determined by this agreement.
14. **Automatic Renewal of Agreement, Termination of this Agreement and Miscellaneous Provisions.**
 - A. This Agreement shall be in force for ten (10) years following approval by the last Municipality. This Agreement shall renew for successive ten-year terms, and shall automatically continue in full force and effect as to all parties unless terminated by providing one (1) year written notice by any one of the Municipalities wishing to terminate no later than, one (1) year prior to approval of the District annual budget, with the termination taking effect not later than December 31 of the following year.
 - B. The Municipalities participating in this Agreement recognize that this Agreement supersedes all prior Agreements between the parties concerning the establishment of the Arena Fire and EMS District. The ownership of equipment, vehicles and property currently held under prior agreements are intended to continue under the name of the District, and under the management and control of the Commission. Additionally, the Commission shall provide management and control of the jointly owned municipal real estate which is utilized in carrying out the functions of the District.
 - C. This Agreement may be amended by the Municipalities at any time following approval of such amendment by all of the Municipalities.
13. **Recognition of Existing National and State Fire Codes.**
 - A. The Municipalities hereby recognize the following national and state fire codes:
 - (1) The International Fire Code as may be amended from time to time;

- (2) The National Fire Protection Association Code as may be amended from time to time;
- (3) Chapters SPS 314 and 361-366 of the Wisconsin Administrative Code as may be amended from time to time.

B. The Fire Chief, as a recognized deputy of the Wisconsin Department of Safety and Professional Services, is responsible for fire inspections. The Fire Chief may designate a properly licensed and qualified person employed by the AFD to perform fire inspections. The Fire Chief shall obtain enforcement of the above-mentioned codes where necessary, with the cooperation of the respective Village Attorney or Town Attorney.

14. **Withdrawal from District.** Any of the municipalities to this Agreement may elect to withdraw from and terminate their participation under this Agreement as of the end of any calendar year, provided that the withdrawing party shall give at least twelve (12) months' written notice to the Commission and to each participating municipality.

In the event of withdrawal from this Agreement, the remaining municipalities may purchase the interest of the withdrawing municipality in any equipment or vehicles at the then book value thereof (i.e., proportionate share less depreciation) less salvage value. Depreciation of fire trucks, ambulances or similar long-lived equipment which was purchased new shall be computed on a straight-line basis of fifteen (15) years and depreciation of all other equipment, including that which was not purchased new when purchased by the District, shall be depreciated on the useful life for such equipment.

The withdrawing municipality shall receive its percentage of the salvage value from the remaining municipalities

In the event that the remaining municipalities so elect, upon withdrawal by any municipality, any portion of the firefighting vehicles or equipment of the District having a remaining cost basis to the District which is not needed by the remaining municipalities to furnish adequate fire protection to the District, may be sold by the remaining municipalities to any third party at public or private sale, with or without notice to the withdrawing municipality and the reimbursement to be made to the withdrawing municipality shall be conclusively limited to its proportionate interest in the proceeds of the sale.

The withdrawing municipality shall also receive its proportionate share of any surplus funds of the District on hand as of the date of withdrawal. This shall include a proportionate share of any funds set aside for future expenditures.

The withdrawing municipality shall also be obligated to pay its proportionate share

of any outstanding debt, including leases, incurred by the District as of the date of the withdrawal. The amount owed by the withdrawing party shall be repaid at book value within not less than 5 years from the effective date of withdrawal.

The Town and the Village currently each have a 50% interest in real estate owned by the Commission. Upon withdrawal by either the Village or Town, the withdrawing party shall be reimbursed for its interest in the real estate. If the Commission elects to sell the real estate, the withdrawing municipality shall receive 50% of the net proceeds following sale. If the Commission elects to keep the real estate, the real estate shall be appraised by an appraiser chosen by the Commission and the withdrawing party shall be paid by the Commission a sum equal to the withdrawing party's 50 % interest. If the withdrawing party is reimbursed under this subsection, then the real estate shall be wholly owned the remaining municipality(ies), and the parties shall execute any documents needed to reflect the change in ownership.

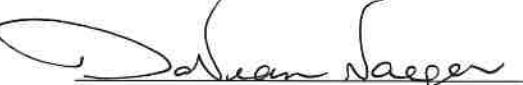
15. **Disputes.** In the event of a dispute which the signatories of this Agreement cannot resolve amongst themselves, the Parties agree as a precondition of instituting legal proceedings to first submit the dispute or controversy to mediation unless waived by all parties. Proceeding with mediation does not waive or affect the obligation of the Parties to resolve their dispute(s) by any other mechanism. Mediation shall be conducted by a mediator selected jointly by the Parties. The Parties agree to work cooperatively to select such a mediator and to move forward with mediation without undue delay. If mediation cannot be accomplished within six (6) months of the initial request, any party may elect to proceed with litigation. Mediation costs will be paid equally by each of the Parties.

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In witness whereof, the Village Board of the Village of Arena has authorized its President and Village Clerk to sign this Agreement this 4th day of February, 2025.

VILLAGE OF ARENA

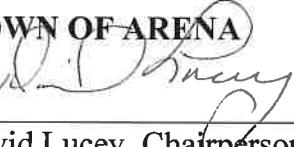

Kate Reimann, President

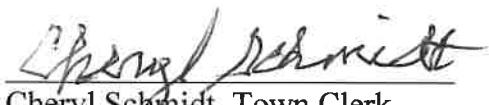

DaNean Naeger

Village Clerk

In witness whereof, the Town Board of the Town of Arena has authorized its Board Chair and Town Clerk to sign this Agreement this _____ day of February, 2025.

TOWN OF ARENA


David Lucey, Chairperson


Cheryl Schmidt

