

**FIRE AND EMERGENCY SERVICES  
AGREEMENT BY AND BETWEEN THE TOWN OF  
CHESTER, TOWN OF TRENTON, TOWN OF  
WAUPUN AND CITY OF WAUPUN**

WHEREAS, the Town of Chester, Town of Trenton, and Town of Waupun (collectively “Towns”) provide fire protection and prevention services to their residents through the Community Fire Department (“Community Fire Department”); and

WHEREAS, City of Waupun (“City”) provides fire protection and prevention services to its residents through its municipal fire department (“Waupun Fire Department” or “WFD”); and

WHEREAS, the Waupun Community Fire Department and Waupun Fire Department face the same challenges confronting many communities across the country: how to provide quality fire services, given the high cost of fire apparatus and equipment and the long-term ability to attract volunteers, given an aging and declining population; and

WHEREAS, the City and Towns have cooperated in the past in providing fire protection and prevention services; however, to ensure the long-term stability of operations and funding and to equitably distribute the cost of providing those services, the Parties hereto deem it to be in the best interest of the citizens of the Towns and the citizens of the City to enter into an Agreement regarding the provision of such services; and

WHEREAS, Section 66.0301, Wis. Stats., allows municipalities to contract with other municipalities for the receipt or furnishing of services required or authorized by law;

NOW, THEREFORE, Town of Chester, Town of Trenton, Town of Waupun and the City (collectively, “Parties”) for good and valuable consideration and the covenants contained herein agree as follows:

1. Recitals incorporated. The above recitals are hereby incorporated by reference as if fully set forth herein.
2. Purpose and intent. (a) The purpose of this Agreement is to establish an arrangement whereby the City provides fire protection and prevention services to the Town of Chester and portions of the Towns of Trenton and Waupun, in exchange for the payment of an annual service fee and capital contribution by each Town. (b) During the term of this Agreement, it is the intent of the Parties that the City be solely responsible for providing a ladder truck and that the Towns be solely responsible for providing a tender. City shall be responsible for paying for all ordinary operating expenses of both the ladder truck and the tender. (c) The Parties currently own a variety of apparatus and equipment. It is the intent of this Agreement that the Parties retain title to said apparatus and equipment until such time as they are retired or replaced. New and replacement apparatus, except for the aforementioned tender and ladder truck, shall be purchased jointly as provided in this Agreement and titled in the name of the City. (d) It is not the intent of the Parties to create a joint fire department or to, in any manner, limit or interfere with the statutory authority and responsibility of the City of Waupun Police

& Fire Commission.

(e) Unless a different treatment is specified in this Agreement, it is the intent of the Parties that costs to be allocated based on the following formula as set forth in detail in this Agreement: (i) Equalized Value- 50 %; (ii) Population- 25%; (iii) Call Volume- 25%.

3. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below unless the context clearly indicates otherwise:

(a) “Agreement” means this Fire and Emergency Services Agreement, including all exhibits attached hereto, as may be amended from time to time.

(b) “Capital Contribution” means the annual contribution of the Towns to the WFD’s capital budget as determined under Section 10.

(b) “City” means the City of Waupun, Wisconsin.

(c) “Committee” means the Joint Emergency Services Committee described in Section 16

(d) “Extraordinary Expenses” means repair or replacement costs for apparatus, equipment, or facilities that (i) are not included in the approved annual operating budget, and (ii) individually exceed the sum of \$10,000.00 in cost, or (iii) involve major structural, mechanical, or safety failures requiring specialized service beyond routine maintenance, inspection, or repair.

(e) “Fire Chief” means the Chief of the Waupun Fire Department.

(f) “Fire Department” or “WFD” means the Waupun Fire Department.

(g) “NFPA” shall mean the National Fire Protection Association.

(h) “Ordinary operating expenses” means expenses including fuel, fluids, tires, brakes, routine servicing, minor parts replacement, testing, inspections, and preventive maintenance, which are expressly budgeted items, and which exclude Extraordinary Expenses.

(i) “Party” or “Parties” means, individually or collectively, the Towns and the City, as applicable.

“Served Population” means the population of the Service Area or the population of that portion of a Town which lies within the Service Area.

(j) “Service Area” means the geographic area to be served by the WFD as described in Exhibit A.

(k) “Service Fee” means the annual fee paid by each Town to the City as described in Section 10.

(l) “Towns” means the Towns of Chester, Trenton, and Waupun

4. Term. The initial term of this Agreement shall be for ten years from January 1, 2026, until December 31, 2035, unless sooner terminated by the provisions contained in this Agreement. In the event this Agreement has not been terminated on or before December 31, 2035, and the Parties have not negotiated a successor agreement, the terms of this Agreement shall be in effect for a two-year period, terminating on December 31, 2037.

5. City Responsibilities.

- (a) The City, through its WFD, agrees to provide fire protection and prevention services to those areas set forth in Exhibit A ("Service Area"). Services include, but are not limited to, responding to fires, fire protection calls, fire inspections, and similar services.
- (b) In providing service, City shall comply with sec. 101.575 (3)(a)(2) Wis. Stats. and meet the emergency response standards of NFPA 1720.
- (c) City shall be solely responsible for:
  - (1) Compensating and providing the employment benefits, if any, to its employees.
  - (2) Making all required deductions from compensation paid to its employees and timely remitting such deductions and any required contributions from the City to the appropriate government agency as required by law.
  - (3) Complying with all applicable federal, state and local laws and regulations regarding the employment of such personnel.
  - (4) Properly and timely filing all required reports and other information with the Internal Revenue Service, Social Security Administration, and all applicable state and local tax agencies.
  - (5) Maintaining compliance with Wisconsin SPS 330 Fire Department Safety and Health Program.
  - (6) Maintaining Compliance with the Wisconsin SPS 314 Fire Prevention and the 2% Fire Dues Program.
  - (7) Maintaining training and certification records for City employees and providing such records upon request by any oversight agency within the required timeframe.
  - (8) Providing a ladder truck during the term of this Agreement. The ladder truck shall meet all applicable NFPA standards and shall be reevaluated annually by a certified professional emergency vehicle technician. All ordinary operating expenses associated with the ladder truck shall be included in the annual WFD operating budget. The cost of any extraordinary expenses related to the ladder truck is the responsibility of the City.

(9) Processing all reports, as required under federal, state, or local rules and regulations. Each Town will cooperate fully in processing such forms. City shall provide a copy of said reports to each Town. City shall have primary responsibility for complying with all agency requests and shall truthfully respond to the same, with notice to each Town, to the extent such notice is permitted by law or the applicable agency, and the City shall preserve such books and records for the legally required time period.

(10) Operating equipment or apparatus owned by the Towns in a safe, competent, and careful manner and in accordance with the City's operating policies for such equipment or apparatus.

(d) Notwithstanding the foregoing, support for special events shall not be the responsibility of daily operational staff and shall be billed separately to the Town requesting such support.

#### 6. Towns' Responsibilities.

(a) Each Town shall pay the annual Service Fee calculated and apportioned in accordance with Section 9.

(b) Towns shall be responsible for providing a tender during the term of this Agreement. The tender shall meet all applicable NFPA standards and shall be reevaluated annually by a certified professional emergency vehicle technician. All ordinary operating expenses associated with the tender shall be included in the annual WFD operating budget. The cost of any extraordinary expenses related to the tender is the responsibility of the Towns.

(c) Each Town shall make its appropriate Capital Contribution as calculated and apportioned according to Section 10.

(d) Towns shall make necessary ordinance amendments to recognize the WFD as its fire department and the authority of the Fire Chief within each Town or within the Service Area located in that Town.

7. Withdrawal from Agreement. Any Party may withdraw from this Agreement, for any reason, by providing the other parties with notice as follows: If notice of withdrawal is delivered on or before June 30 of any calendar year, termination shall be effective on December 31 of the following calendar year. If notice of withdrawal is delivered after June 30 but on or before December 31 of any calendar year, termination shall be effective on December 31 of the second calendar year following the year in which notice is given. If any one party withdraws from the Agreement, the Agreement will terminate unless the remaining Parties agree to continue.

#### 8. Dispute Resolution.

(a) If a Party disputes the interpretation of any term of this Agreement (“Aggrieved Party”), it shall proceed in the following manner:

- (1) The City Fire Chief and a single representative of each Party to this Agreement will meet in good faith and attempt to resolve the dispute.
- (2) If the matter is not resolved to the satisfaction of the Aggrieved Party within thirty days, unless an extension is agreed to in writing between both parties, the Aggrieved Party shall reduce its dispute to writing and forward it to the Waupun City Clerk and the Town Clerk of the Towns of Chester, Trenton and Waupun.
- (3) Within ninety days of receipt of the notice provided pursuant to (a)(2), the governing bodies of each Party will conduct a joint meeting to resolve the issue.

All deadlines in steps 2 and 3 can be extended if agreed to in writing by the Parties.

(b) If the Parties are unable to resolve the dispute or are unable or unwilling to meet within the time provided by (a)(3), the matter shall proceed to mediation as follows:

- (1) Any unsettled claims, counterclaims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement shall be submitted to mediation by a mediator mutually selected by the Parties before the Parties proceed with remedial action as specified in this Agreement. Nevertheless, nothing here shall prohibit the Parties from proceeding with mediation during any period in which a Party has a right to cure as specified above.
- (2) The City and the Towns each agree to participate in the mediation process in good faith. The mediation process shall be conducted on a confidential basis and shall be completed within sixty (60) days, unless all Parties agree to an extension. If such mediation is unsuccessful in resolving the dispute, then the Parties may mutually agree to a further dispute resolution process, or either Party may seek to pursue remedial action as authorized in this Agreement, or as otherwise permitted by statute or common law provision.
- (3) The Parties shall each be responsible for its own attorney fees and costs of litigation if suit is commenced; however, if the circuit court determines that a party has participated in this dispute resolution process in bad faith at any stage, the court may order such party to be responsible for the other party’s attorney fees, costs, and expenses for all or any part of the dispute resolution process, including litigation.

#### 9. Service Fee

(a) The Service Fee shall be determined annually as follows:

- (1) The WFD Chief shall:
  - (i) Prepare annual operating and capital budgets for the fire department and complete Exhibits B and C and forward the same to each member of the Emergency Services Committee no later than September 1 of the year preceding the start of the next annual budget. The annual budgets presented to the Committee shall include funds to pay normal operating expenses of

all apparatus, which expenses include, but are not limited to, by way of illustration, fuel, routine maintenance and repairs, tires, inspection fees, and similar expenses.

- (ii) By the deadline set forth in (a) (1) (i) forward to the Committee Exhibit D, which exhibit will contain the latest Department of Administration (“DOA”) population estimate of each Party being served by the WFD; the most recent equalized value estimate prepared by the Wisconsin Department of Revenue (including TIDs) of the Property of each jurisdiction being served by the WFD and call volume of each Party for the past year ending on June 30th. Where only part of a Town is located in the Service Area, Census data shall be used to determine population.

(b) Prior to September 15, the Emergency Services Committee will take one of the following actions with respect to Exhibit B and notify the City:

- (1) Approve Exhibit B as presented, in its entirety;
- (2) Not approve Exhibit B in its entirety.

(c) In the event the Committee approves Exhibit B as provided in (b)(1), the annual Net Operating Cost for the WFD for the upcoming calendar year shall be the expenses set forth in said Exhibit B minus revenues. The Net Operating Cost shall be apportioned among the Parties as set forth in (e), which sum shall constitute the annual Service Fee for each Town.

(d) In the event the Committee fails to approve Exhibit B in its entirety as provided in (b)(2), the City may, at its option, create a new Exhibit B which may increase each item of revenue and expense by the Consumer Price Index for the Midwest Region as calculated by the Bureau of Labor Statistics. The Net Operating Cost shall be the difference between the expenses and revenue set forth on the new Exhibit B created by the City. The Net Operating Cost shall be apportioned among the Parties as set forth in (e), which sum shall constitute the Service Fee for each Town. In the event the Waupun Common Council adopts an operating budget that is lower than the budget provided to the Towns pursuant to 9(a)(1)(i), the Service Fee shall be based on the lower amount.

(e) The Net Operating Cost calculated in (c) or (d) shall be apportioned among the Parties as follows:

- (1) Population. Twenty-five percent (25%) of the total budget contribution shall be shared among the municipalities in proportion to each municipality’s percentage share of the total population of the municipalities, as determined by the State of Wisconsin for the prior year.
- (2) Equalized Valuation. Fifty percent (50%) of the total budget contribution shall be shared among the municipalities in proportion to each municipality’s percentage share of the total equalized valuation of all the municipalities, as determined by the State of Wisconsin for the prior year and as adjusted as hereafter provided.

- (3) Usage. Twenty-five percent (25%) of the total budget contribution shall be shared among the municipalities in proportion to each municipality's percentage share of usage.
- (f) City and Towns will promptly furnish to the other party such information that the other party may request to enable each of them to analyze the services and the activities of the other party.
10. Capital Contribution. In addition to paying the Service Fee, the Towns will contribute annually towards the acquisition of apparatus and equipment ("Capital Contribution"). Each Party's Capital Contribution shall be determined as follows:
- (a) The WFD Fire Chief shall prepare and furnish Exhibit C to the Committee pursuant to 8(a)(1)(i). Said Exhibit C will contain the Fire Department's Capital Request and Capital Plan. The Capital Request will be to fund purchases in the upcoming budget year and will identify specific items to be purchased, the estimated cost thereof, and a source of funding for each. The Capital Plan will show a minimum of five years of proposed capital purchases, including cost estimates and sources of funding.
  - (b) Prior to September 1, the Emergency Services Committee will take one of the following actions with respect to the Capital Request contained in Exhibit C and notify the City:
    - (1) Approve the Capital Request contained in Exhibit C as presented;
    - (2) Not approve the Capital Request Exhibit C in its entirety.
    - (3) In the event the Committee approves the Capital Request as provided in (b)(1) for the upcoming year, said Capital Request shall be apportioned according to the formula set forth in 8 (e) and shall become the Capital Contribution of each Party.
    - (4) In the event the Committee rejects Exhibit C, no Capital Contribution shall be required of any Party during the next budget year.
    - (5) In the event City fails to purchase a capital item approved by the Committee, the Parties shall confer to determine whether the purchase will be made in a subsequent year or not pursued. Funds paid by the Towns for capital purchases that are not made shall, at the option of the Towns, be returned or applied to another purchase.
  - (c) It is anticipated that the Parties will each provide their own funds (whether borrowed or levied) to make major purchases. By way of example, if a pumper is jointly purchased and the Towns provide their contribution with tax levy funds and City with borrowed funds, the Towns shall not be responsible for the City's interest payments. It is anticipated that the Parties will execute a memorandum of understanding outlining the terms and conditions of each purchase, which terms and conditions shall be consistent with this Agreement.

## 11. Miscellaneous Provisions

- (a) The City shall invoice each Town quarterly for its share of the Service Fee and its Capital Contribution. Payment shall be due within 30 days of receipt by the Town. Towns will promptly advise the City in writing of any billing dispute or any other problem.
- (b) The Parties will identify and attempt to promptly resolve all billing disputes through face-to-face meetings between a representative of the aggrieved Town and the Fire Chief. If the Parties are unable to resolve the dispute through face-to-face meetings, the Parties agree to submit the dispute to the resolution process set forth in section 8, except that the step set forth in 8(a) (1) shall be deemed completed. The Town will pay the undisputed portion of the billable transactions within 30 days of receipt of an invoice from the City.
- (c) City represents and warrants that the rates described in this Agreement are set in advance, reflective of fair market value for the services rendered.
- (d) Personnel provided. City shall utilize its best efforts to provide personnel with the required skills, experience, licenses, education and other qualifications for the duties set forth herein, and shall be solely responsible for recruiting, interviewing, testing, performing background checks, physical exams, drug screening, selecting, hiring, disciplining, controlling, firing and terminating the personnel that it furnishes pursuant to this Agreement. However, in no event does City guarantee the qualifications or fitness of any personnel provided by the City for any particular purpose and, in fact, disclaims such guarantee, liability, or warranty.
- (e) All of City's responsibilities under this Agreement shall be performed by City employees. City has complete discretion to choose all personnel to fulfill its responsibilities under this Agreement, subject only to the provisions of (d) above.
- (f) The City shall keep adequate and original records at the City's principal place of business to allow the Towns and its agents to obtain information regarding the personnel, equipment and space furnished and services rendered under this agreement. This provision shall survive the termination of this agreement. The City shall maintain the records pertaining to the services rendered on behalf of the Towns during the term of this agreement and for a period of not less than seven years following any termination.
- (g) In the event new communities wish to be served by WFD or Towns partially served under this Agreement wish to increase the territory covered by WFD, the Parties will meet in good faith to discuss the impact of such additional members on this Agreement. Consent to adding members or adding to the area served will not be unreasonably withheld. Reasonable grounds for objections include a diminished level of service or increased cost to any Party to this Agreement.



- (h) The WFD annual budget covers ordinary operating expenses. If any apparatus (except the ladder truck or tender) requires extraordinary expenses, not included in the budget, the Parties shall promptly meet in good faith to determine the appropriate course of action. Unless all Parties agree differently, the allocation of costs for the repair shall be according to the formula set forth in 9 (b).
- (i) Reconciliation of budget. On an annual basis, and after the City has had a reasonable period of time to close its financial records, it shall provide the Towns with a report comparing actual revenues and expenditures to the adopted budget. In the event revenues exceed expenditures for the year, the resulting surplus shall be deposited into a restricted capital fund. Monies in this fund shall be applied to offset the cost of future capital purchases.
- (j) Disposition of assets upon termination of the Agreement. All equipment and apparatus purchased jointly during the term of this Agreement will be titled by the City, in the name of the City, and will remain an asset of the City. In the event this Agreement is terminated for any reason, the following terms shall govern the distribution of restricted capital funds and the valuation of jointly purchased capital equipment:

(1) Distribution of Restricted Capital Funds

- (i) Upon termination, any restricted capital funds contributed by the exiting member and not yet expended shall be returned to the exiting member, in accordance with the agreed-upon funding formula used during the contribution period as follows:

Refund Amount = (exiting member Funding Share × Total Unexpended Capital Fund Balance), less any outstanding debt service obligations attributable to the exiting member.

- (ii) The funding share shall be calculated based on the formula in effect at the time of the most recent approved budget to determine each entity's proportionate share. Refund shall be made within 180 days of dissolution.

(2) Valuation and Repayment for Joint Capital Equipment

For jointly purchased capital equipment in which an exiting member had a funding share, the following shall apply:

- (i) The book value of the capital equipment shall be calculated using straight-line depreciation over its estimated useful life, in accordance with GASB principles.
- (ii) The repayment to the exiting member shall be calculated as follows: Repayment Amount = (exiting member's Funding Share × Book Value of the Equipment) – Outstanding Debt Service Attributable to the exiting member's share.

- (iii) The funding share shall be calculated based on the agreed formula in place with the most recent approved budget.
- (iv) Repayment shall occur within 180 days of dissolution, subject to verification of values and debt service amounts by the Governing Committee or an independent auditor.

(3) Limitation on Refund and Repayment

- (i) Under no circumstances shall the total refund or repayment exceed the net amount contributed by the exiting member, minus applicable liabilities or debt service obligations.
- (ii) City may withhold a reasonable reserve to address any pending or foreseeable obligations associated with the exiting member's participation.

(4) No Accrual of Interest

No interest shall be paid or accrue on any refunded or repaid capital amounts.

12. Municipal Levy Limit Worksheet. During the term of this Agreement, no Town shall add any fees paid to the City under this Agreement to the Municipal Levy Limit Worksheet, Department of Revenue Form SL-202m, Section D, Line H or Line I, that would require the City to lower its levy limit. The Town further agrees that this is not an intergovernmental cooperation agreement (Section D, Line H), or a joint fire department, or a joint emergency medical services district (Section D, Line I). In the event of a breach of this covenant that the Town shall add any fees for this service to the Town's Levy Limit Worksheet, SL-202m, Section D, Line H or Line I, the Town shall have 60 days to remedy the breach, after receiving written notice from the City of said breach. If the breach is not remedied, the Town shall be liable to the City for all actual damages suffered by the City because of said breach by the Town.
13. Limitation of Authority. City and its employees shall have the authority to provide services under this Agreement, make and implement day-to-day decisions that are necessary in the performance of its obligations herein, and render directions to all third Parties in connection therewith. Notwithstanding anything contained herein to the contrary, in no event shall either party have the right or authority, express or implied, to commit, bind or obligate the other party contractually or otherwise to any liability or agreement or to cause the other party to incur any obligation to any third party.
14. Insurance. The Parties shall maintain, or cause to be maintained, for not less than the duration of the Agreement and for a period of two (2) years after the expiration of the Agreement, the following types and amounts of insurance for claims which may arise from or in connection with services or products provided:
  - a. Worker's Compensation Insurance. The City shall purchase workers' compensation insurance for its workers or, if self-insured, shall ensure that it has fulfilled its obligations under Wisconsin law. The City shall, upon request, provide evidence of such coverage or compliance to the Towns. It is the intention and understanding of the Parties hereto that the worker's compensation coverage provided by the City for

its employees apply to any and all claims which may arise in the course of the employee's action while fulfilling the terms of the Agreement. The Town shall not be responsible for providing separate or additional worker's compensation coverage for City personnel.

- b. Non-Owned, Owned, and Hired Automobile Insurance. City shall purchase, maintain, and upon request shall provide evidence that it has secured coverage for City and its officers and employees for occurrences arising while City employees are driving the Towns' vehicles, with a minimum single limit of One Million (\$1,000,000.00) Dollars and additional aggregate coverage of at least Three Million (\$3,000,000.00) Dollars. The policies of the City shall name the Towns as additional insured. City's insurance carrier requires the City to schedule or list all vehicles insured under this provision and will only insure such vehicles if they are scheduled before any loss occurs. To the extent that a participant acquires a new vehicle and fails to advise the City of the new vehicle such that the vehicle is not scheduled, that participant shall bear the entire uncovered financial loss associated with that vehicle.
- c. Commercial General Liability. The City shall carry Commercial General Liability Insurance with limits of at least One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000.00) Dollars general aggregate. The policy of the City shall name the Towns as an additional insured.
- d. Professional Liability. The City shall provide professional liability insurance with limits of at least One Million (\$1,000,000.00) Dollars per claim, and Three Million (\$3,000,000.00) Dollars annual aggregate. The policy shall cover all others identified under this Agreement, including employees, agents, to include coverage for acts, errors, and/or omissions related to rendering or failure to render such services. When this policy is renewed or replaced the policy retroactive date must coincide with or precede the commencement of services by the City under this Agreement. The City shall name the Towns as additional insureds under this policy.
- e. Umbrella or Excess Liability. The City shall provide with limits in the amount of Two Million (\$2,000,000.00) Dollars per occurrence and in the aggregate. Such Umbrella or Excess shall be excess over the general liability, automobile liability, worker's compensation, and employer's liability. The policy of the City shall name the Towns as additional insureds.
- f. Primary and Non-Contributory. For all services provided under the terms of this Agreement, the City's Commercial General Liability, and Umbrella or Excess Liability must be endorsed as Primary and Non-Contributory as to any insurance maintained by the Towns and shown on the Certificate of Insurance, provided the Town in question is not solely negligent for the actions giving rise to the claim.
- g. Waiver of Subrogation. An endorsement in favor of the Towns waiving the City and its insurer's rights of subrogation shall be issued with respect to the Commercial General Liability, and Worker's Compensation policies. Evidence of this endorsement must be noted on the Certificate of Insurance. The policies will not provide coverage to a Town if that Town is solely negligent for the actions giving rise to the claim.
- h. Notice of Material Change/Cancellation. The City's policies under this section shall endorse and provide to the Towns at least 30 days' written notice of cancellation other than non-payment of premium, or material change. The City agrees to notify

the Towns if there are material changes in each of their respective insurance policies wherein the other party is named as an additional insured. A material change shall be defined as any change to the insurance limits, terms, or conditions that would limit or alter the Town's available recovery under any of the policies required above.

15. Miscellaneous Revenues.

(a) City may bill and collect fees and charges from any person or entity using or receiving any service under this Agreement within the Service Area. City, through its billing contractor, shall process all billing on behalf of the Town. In the event of a call for service on a state trunk highway, Towns shall cooperate with City to bill the appropriate parties and remit the funds to City. All revenue of any kind received by any Party from the State of Wisconsin or another governmental agency, intended to offset fire or rescue costs of both the City and Town, shall be used to reduce the annual City budget for the Fire Department. Private donated funds of any kind received by the Towns intended to offset fire or rescue costs of a Town shall be retained by the Town. Private donated funds of any kind received by City intended to offset fire or rescue costs of the City shall be retained by City.

(b) The WFD Fire Chief shall be solely responsible for all grant applications and shall determine what portion of grant proceeds shall be tendered to each Town in compliance with the terms of this Agreement. Grant funds received by or on behalf of the Town shall be expended under the direction of the WFD Fire Chief as outlined in the terms of the grant received.

(c) The Parties agree that Fire Dues, commonly referred to as "2% Dues" as defined in s. 101.573 Wis. Stats. shall be included as a Fire Department revenue and reflected as a revenue in determining the Service Fee.

(d) City shall include in the calculation of the Service Fee a portion of the shared revenue that it receives from the State, calculated as follows: total shared revenue payment multiplied by the percentage of the total City expense budget attributable to fire operations. Likewise, City will include a proportional share of the Municipal Service Payment that it receives from the State, calculated in the same manner.

16. Joint Emergency Services Committee. There shall be established a Joint Emergency Services Committee ("Committee").

(a) The Committee shall be comprised of the following members:

- (1) One representative from the City;
- (2) One representative from each Town
- (3) The WFD Chief or his or her designee;
- (4) The Waupun City Administrator shall serve as a non-voting ex officio member.

- (b) The Committee shall meet at least twice per year and upon the call of any member of the Committee. The WFD Fire Chief shall chair the Committee.
  - (c) The Committee shall have the following responsibilities:
    - (1) Review the proposed annual operating and capital budgets proposed by the WFD in Exhibits B and C for the upcoming year and approve said Exhibits in their entirety by a majority vote of those members entitled to vote or decline to approve said Exhibits.
    - (2) Discuss issues of concern regarding finances and services provided under this Agreement.
  - (d) The Committee's authority regarding all items of business brought before it, except approval of Exhibits B and C prepared pursuant to this Agreement, shall be advisory only. Nothing herein shall be construed to limit the statutory powers of the Waupun Police and Fire Commission. The Committee shall not hear any matter that is subject to the Commission's authority pursuant to section 62.13 Wis. Stats.
17. Relationship of the Parties. (a) Notwithstanding anything to the contrary, the City is an independent contractor with respect to the Towns. There is no agency, employment relationship, partnership, or joint venture between City, its employees, and the Towns and/or the Towns' employees. Neither party, by virtue of this agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. No one connected with the City, except in a writing signed by the Mayor of the City, has any authority to make any binding promises or agreements contrary to the foregoing.
- (b) City's employees shall be, for all purposes, bona fide employees of City and not of any Town. All employment-related costs, benefits and expenses arising out of the relationship between Towns and City, including, but not limited to wages, state, local and federal taxes, benefits, insurance premiums, and contributions to insurance, pension, or other deferred compensation plans, including Social Security, unemployment insurance and worker's compensation obligations, shall be the sole responsibility of City. City's employees shall also be subject to all personnel policies and regulations applicable to City employees generally, including time off with or without pay and leave of absence, including under the Family and Medical Leave Act or any similar state law. The City, including its employees, shall not be considered, entitled or eligible to participate in any benefits or privileges given or extended by any Town or be deemed an employee of any Town for any purposes, including but not limited to, for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation and other employer contributions not specifically provided for in this Agreement.
- (c) City shall retain exclusive right to hire, discipline, compensate and terminate its employees pursuant to City policies and procedures and consistent with the terms of this Agreement.
18. The Parties declare and acknowledge that they are governmental entities entitled to governmental immunity under the common law and under Section 893.80 of the

Wisconsin Statutes, and the Parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Sections 345.05 and 893.80 of the Wisconsin Statutes. The Parties also agree that they are not waiving any other immunities or defenses available to them under state, federal or administrative law. All of the provisions of Section 895.46 of the Wisconsin Statutes also apply to each municipality for their respective employees.

19. Compliance with Law. The Parties agree to use their best efforts to adhere to all county, state and federal rules, regulations, codes, ordinances, and charters as they may apply to fire protection and emergency medical services.
20. Confidentiality. Trade secrets and confidential information that may be received by any party or its employees, directly or indirectly, that are exempt from public disclosure under applicable public records laws shall remain the property of the disclosing party and shall be kept confidential by the party to whom such trade secrets or confidential information was disclosed. Such information will be utilized only for the purposes of carrying out the services and purposes of this Agreement, and each party to which such information is disclosed shall cause each of its employees to comply with the foregoing. Upon termination of this Agreement, each party agrees to surrender to the disclosing party all trade secrets, confidential information, material or tangible items or written information supplied by the disclosing party. The obligations of this article will survive the termination or expiration of this Agreement.
21. Force Majeure. No party shall be liable for any delay in delivery or nonperformance in whole of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including, without limitations, acts of nature or public enemy, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required, and the non-performing party shall promptly notify the other party of such event and use reasonable efforts to remedy its inability to perform.
22. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same and the same instrument.
23. Notices. All notices provided for or permitted herein shall be in-writing and shall be delivered personally sent by a national overnight courier service or sent by United States certified or registered mail, postage paid, return receipt requested, directed to the Parties at the following addresses or to such address as any party shall designate by notice delivered or sent in the above manner. If a notice is sent by mail, it shall be deemed to have been received by the addressee two (2) days after the postmarked date which it bears.

City of Waupun  
Attn: City Administrator

Town of Chester  
Attn: Town Chair

Town of Trenton  
Attn: Town Chair

Town of Waupun  
Attn: Town Chair

24. Entire Agreement, Amendment, and Waiver. This agreement contains the entire agreement and understanding between the Parties regarding the subject matter hereof; it supersedes and replaces all prior agreements, negotiations, and arrangements concerning its subject matter; and this agreement is not subject to modification, alteration or amendment, except by further written agreement signed by all Parties. No waiver of any provision shall constitute a waiver of any other provision, nor shall any waiver be deemed continuing unless otherwise expressly so provided in writing by the party against which the waiver is asserted. A waiver of right or remedy on any one occasion will not be construed as a bar to or waiver of any such right to remedy on any other occasion. If the consent of any party is necessary pursuant to the terms of this agreement, such consent shall not be unreasonably withheld.
25. Governing Law. This Agreement and the Parties' relationship shall be construed in accordance with and governed by the laws of the State of Wisconsin without regard to applicable conflict of law principles. In the event of any dispute between the parties, the prevailing party or parties shall be entitled to their reasonable attorney fees and costs. All disputes relating to or arising out of this Agreement or the parties' relationship shall be resolved exclusively in the state courts of Wisconsin and venue of such action shall be in the Circuit Court for Dodge County, Wisconsin. The Parties hereby waive all objections to personal jurisdiction, venue, or forum non-convenience therein.
26. Severability. If any portion of this Agreement is determined to be invalid by subsequent passage of law or court interpretation, the court or other tribunal may "blue pencil" or revise said portion so that it is enforceable to the fullest extent permitted by law or, if such revision is deemed impermissible, that portion shall be removed from this Agreement. All other portions of this Agreement shall remain in full force and effect. Should any provision of this Agreement be deemed by either party to be contrary to the provisions of said laws, then the court may revise such provision so that it is enforceable, or the Parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the Parties. In the event the Parties are not able to mutually agree on modification of the problematic provision, then any party may terminate this Agreement upon thirty (30) calendar days written notice to the other party if the terminating party has a good faith belief based on the advice of legal counsel that the problematic provision creates an unfavorable exposure under applicable laws.

27. Authority. The City represents that this Agreement is executed pursuant to approval of its City Council, and the Towns represent that this Agreement is executed pursuant to resolution of each respective Town Board of Supervisors.
28. Headings. The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
29. HIPAA. The Parties agree that any duties undertaken under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the obligations undertaken pursuant to this Agreement, including but not limited to regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) and all subsequent amendments, regulations, and guidance thereto ("HIPAA"). The Parties agree that for the purposes of HIPAA, the City's employees and personnel shall be considered workforce members, as that term is defined in 45 CFR 160.103, of Town and that no business associate Agreement is necessary. Furthermore, the Parties shall amend this Agreement or execute any additional documentation to amend the Agreement to conform with HIPAA or any new or revised legislation, rules, or regulations to which they are subject now or in the future (collectively, "Code") in order to ensure that the Parties are always in conformance with HIPAA and the Code.
30. Assignment. No Party may assign or delegate its obligations hereunder to a third party without the prior written consent of all parties to this agreement. Any attempted assignment without such consent shall be considered null and void. This Agreement shall be binding upon and inure to the benefit of the Parties' successors, assigns, affiliates, or other legal representatives.
31. Modifications to Exhibit B, Service Fee. The City agrees to notify the Towns within thirty (30) days if any of the following occur:
- (a) Annexation of property into the City;
  - (b) Intent of City to provide Fire coverage to a third-party;
  - (c) Addition of a Fire station
  - (d) Change in State law impacting Fire funding

If any of the abovementioned occur, the Parties agree to meet within thirty (30) days unless an extension is agreed to in writing between both parties, to discuss the subject of the notification and in good faith may renegotiate the Service Fee (Exhibit B) of this Agreement.

IN WITNESS WHEREOF: the Parties have executed this Agreement to be effective on the date first stated above this \_\_\_\_\_ day of \_\_\_\_\_, 2025.



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Authorized Signatory  
For and on behalf of City of Waupun  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Authorized Signatory  
For and on behalf of Town of Waupun  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Authorized Signatory  
For and on behalf of Town of Chester  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Authorized Signatory  
For and on behalf of Town of Trenton  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A Service Area Description**

This Exhibit A defines the Service Area to which the Waupun Fire Department will provide fire protection and prevention services.

The Service Area consists of the following:

- A. All lands within the corporate limits of the City of Waupun.
- B. All lands within the town limits of the Town of Chester.
- C. Those lands within the Town of Waupun and the Town of Trenton shown on the maps attached hereto.

Maps Attached

## Exhibit B Operating Budget Request/Service Fee Calculation

**Instructions.** This Exhibit contains the operating budget request of the Waupun Fire Department, which is used in calculating the Service Fee.

### Part 1

Part 1 is the Fire Department's operating budget request for next year. The Committee's options are to approve or not approve the table set forth below in its entirety. Failure to approve this request in its entirety will result in all items of expense (lines 1-14) being increased by the Consumer Price Index as set forth in the Agreement.

#### 2026 FIRE DEPARTMENT OPERATING BUDGET - COMBINED DEPARTMENT

Line		2026 Request	Prior Year's Budgeted Amount
1	Wages and Salaries	\$ 387,352	
2	Fringe Benefits	92,470	
3	Telephone	3,150	
4	Operating Expenses	106,434	
5	Training and Travel	1,690	
6	Membership/Dues	2,345	
7	HR/Recruitment	25,000	
8	Legal	9,000	
9	Workers Compensation	11,174	
10	Property/Liability Insurance	3,028	
11	Administrative Fee	22,000	
12	Auto Insurance	15,150	
13	Capital & Equipment	77,254	
14	Facilities Maintenance	25,700	
15	<b>Total Expenses</b>	\$ 781,747	
16	<b>Revenue</b>		
17	Fire Insurance Tax (2% Dues)	35,288	
18	Shared Revenue (Fire Department Allocation)	235,263	
19	MSP	4,654	
20	<b>Total Revenues</b>	\$ 275,204	
21	<b>Net Operating Costs</b>	<b>506,543</b>	

#### Line Detail

Line 4 (Operating Expenses) includes the following: Utilities, IT, office supplies, policies (Lexipol), Department training, supplies, fire prevention and education promotions, fuel, annual subscriptions, respiratory testing, employee recognition, uniforms, pre-employment testing, newspaper publications, accident and sickness insurance.

Line 11 (Administrative Fee) includes costs for audit, software and staff time for AP, AR and payroll.

Line 13 (Capital and Equipment includes: Allocation of shared equipment and training tower depreciation costs in lieu of replacing the Community pumper.

Line 14 (Facilities Maintenance) includes: Equipment repairs and maintenance, snow removal/lawn, building maintenance and routine repairs, labor expenses related to equipment, building, and maintenance, and repairs.

## Part 2.

A. Pursuant to Section 9 (e) of the Agreement, the Service Fee for each Town is determined by applying the following formula to the Net Operating Cost (Line 21). Exhibit D contains the most recent data concerning population, equalized valuation and usage.

- (1) Population. Twenty-five percent (25%) of the total budget contribution shall be shared among the municipalities in proportion to each municipality's percentage share of the total population of the municipalities, as determined by the State of Wisconsin for the prior year.
- (2) Equalized Valuation. Fifty percent (50%) of the total budget contribution shall be shared among the municipalities in proportion to each municipality's percentage share of the total equalized valuation, excluding land, of all the municipalities, as determined by the State of Wisconsin for the prior year and as adjusted as hereafter provided. For the Towns of Waupun and Trenton, where WFD covers a portion of their municipal boundaries, the Equalized Value is prorated based on a calculation provided by the Wisconsin Department of Revenue. The methodology for prorated calculations is described in Exhibit D.
- (3) Usage. Twenty-five percent (25%) of the total budget contribution shall be shared among the municipalities in proportion to each municipality's percentage share of usage.

B. To calculate the Service Fee:

1. Calculate share of each factor for each municipality as follows:

- a. Equalized Value Share = Served Community EV / Total EV
- b. Population Share = Served Population / Total Population
- c. Call Volume Share = Fire Calls per Municipality / Total Fire Calls

2. Apply weighting for each municipality as follows:

- a. Equalized Value = Equalized Value Share x 50%
- b. Population Value = Population Share x 25%
- c. Call Volume = Call Volume Share x 25%

3. Calculate final cost share for each municipality by adding the three weighted percentages together as follows:

- a. Final Cost Share = EV weighted value + Population weighted value + Call Volume weighted value.

C. Example. The following example, calculated for the City of Waupun is shown to illustrate application of the cost-share formula set forth in this Agreement.

City of Waupun EV Contribution:  $(\$841,228,700 / \$1,214,178,339) * 50\% = 34.6\%$

City of Waupun Population:  $(11,151 / 13,520) * 25\% = 20.6\%$

City of Waupun Call Volume:  $(171 / 228) * 25\% = 18.8\%$

City of Waupun Total Share of Expenses:  $34.6\% + 20.6\% + 18.8\% = 74\%$

## Exhibit C. Capital Request and Capital Plan

### Exhibit C. Capital Outlay and Capital Plan

#### Capital Outlay and Plan

	2025	2026	2027	2028	2029	2030	2031+
<b>City of Waupun</b>							
Aerial Ladder Truck**	1,900,000						
SCBAs**	270,000						
Turnout Gear (3 sets, annual schedule)	35,000	18,000	60,000	60,000	60,000	18,000	
Mobile Radios (2029-unit 599, 2030-units 594 & 597)	14,000				14,000	14,500	
Portable Radios				77,000	79,100	58,000	
Brush Truck							104,250
UTV - Polaris							42,000
UTV - CanAm							
Thermal Imaging Camera			5,200				
4-Gas Meter			2,700	2,800			
Extrication Equipment (JAWS)						60,000	
Tender							520,000
Squad							1,300,000
Pumper							1,600,000
HCN gas meter					1,500		
Computer Upgrades					9,000		
Command Vehicle (Tahoe)						75,000	
	<b>2,219,000</b>	<b>18,000</b>	<b>67,900</b>	<b>139,800</b>	<b>163,600</b>	<b>225,500</b>	<b>3,566,250</b>

<b>Combined Capital Costs</b>	<b>319,000</b>	<b>\$18,540</b>	<b>69,937</b>	<b>\$143,994</b>	<b>\$168,508</b>	<b>\$ 232,265</b>	<b>3,673,238</b>
<b>(With 3% cost adjustment)</b>							

*\*Expenses for City do not include capital building maintenance expenses.*

*\*\*Costs do not reflect interest payments*

## **Exhibit D. Population, Equalized Value and Usage Data**

### **PRORATED EQUALIZED VALUE CALCULATIONS (Towns of Trenton and Waupun)**

Because assessment ratios vary by municipality, Equalized Value as certified in the year prior by the Department of Revenue is used to ensure that each municipality pays their fair share of total expenses. The Department of Administration, Local Government Service Group, has provided the formula to proportion equalized value for the Towns of Trenton and Waupun as follows.

#### **SOURCE DATA:**

- County Land Information provides share of assessed value, less land, for the areas within Towns of Waupun and Trenton.
- Equalized Value of Improvements is obtained from WI Department of Revenue Certifications for Prior Year.
- Statement of Assessments for Improved Value is obtained from WI Department of Revenue for Prior Year.

#### **WI-DOR EQUALIZED VALUE CALCULATION:**

##### **1. Calculate District Assessed Value Ratio**

- a. Fire Districts Parcel Total Assessed Value, Less Land (obtain from County Land Information)
- b. Municipality's Total Assessed Value (DOA's Statement of Assessment, less MFG)
- c. Fire District Value (1a) / Municipality Value (1b) = District Assessed Value Ratio

##### **2. Apply Ratio to Equalized Value**

- a. Municipality's Equalized Value, excluding MFG (obtain from DOR Certified EV Prior Year)
- b. Multiply by District Assessed Value Ratio (from 1C above)
- c. Equals the Municipality's non-MFG Equalized Value

##### **3. Add MFG Value to Determine TID In Equalized Value**

- a. EV of MFG Property in District
- b. Plus EV of non-Mfg Property in Fire District (from 2C above)
- c. Equals TID In Equalized Value (used in final calculation)

The City of Waupun and Town of Chester do not need prorate their EV because their entire municipality is served by the fire department. Hence, 100% of the Certified Equalized Value from Prior Year as report by Department of Revenue is used to represent their calculation.

EXAMPLE: Town of Waupun

2024 Assessed Value Ratio

Fire District Total Improved Assessed Value	\$166,120,000
Total Improved Assessed Value	\$170,260,600
Divide \$166,120,000/\$170,260,600	.975680809

Apply Ratio to Equalized Value

Total Equalized Value Improved, Less Mfg	\$169,291,500
Multiple be Ratio .975680809	
TOTAL non-MFG Equalized Improve Value	\$165,174,467.73

Add MFG Value Back In

EV of Improved MFG Property in District	\$305,200
EV of non-MFG Property (prior calculation)	\$165,174,467.73
TOTAL Improved Equalized Value	\$165,479,667.73

This Exhibit contains the most recent population estimate published by the Wisconsin Department of Administration (DOA), the equalized value certified amounts for the prior year prepared by the Wisconsin Department of Revenue (including Tax Incremental Districts), and the call volume for each Party for the year ending on December 31 of the prior year. Where only part of a Town is located in the Service Area, Census block or tract data shall be used to determine population.

Jurisdiction	Population Estimate (DOA)	Equalized Value Less Land (DOR-Prior year)	Call Volume (Year Ending Dec. 31)
City of Waupun	11,151	\$661,816,800	171
Town of Chester	676	\$ 72,998,300	15
Town of Trenton (partial)	320	\$37,595,780.79	26
Town of Waupun (partial)	1,373	\$165,479,667.73	16