

**FIRE PROTECTION AND EMERGENCY SERVICES
AGREEMENT OF THE RICHLAND FIRE DEPARTMENT
AMENDMENT #2**

WHEREAS the City of Richland Center, Wisconsin, (the "City") is desirous of operating a fire department in cooperation with the Village of Boaz and certain townships;

AND, WHEREAS the village of Boaz and certain towns or parts thereof lying outside of the incorporation limits of the City have previously formed a joint fire department known as the Richland Rural fire District (the "Rural District") and have empowered the board of Trustees of the Rural District to enter into an agreement with the City on behalf of, and binding upon, the village of Boaz and said towns for the furnishing of equipment and personnel in response to calls as defined in this Agreement in the Rural Area;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the City and the rural District, effective February 14, 2022, as follows:

1. FORMATION OF FIRE DEPARTMENT:

The parties do hereby form a fire department for the purpose of carrying out the objectives of this Agreement. The fire department shall be known as the "Richland Fire Department" (the "Department"), which may also be referred to as the "Richland Rural Fire Department" and the "Richland Center Fire Department",

2. DESIGNATION OF AREAS SERVED:

The Department shall provide equipment and personnel in response to calls as set forth in this Agreement to the City and the Rural Area. The Rural District shall designate the Rural Area in the manner following:

Immediately upon execution of this Agreement, the Rural District shall deliver personally to the Fire Chief (the "Chief") a detailed map, which clearly designates thereon those areas outside of the City to which the Department is bound to respond pursuant to this Agreement (the "Rural Area"). In the event that at any time in the future the Rural District or the City wishes to add or delete any areas to or from its area of service, it shall present the proposed change to the Department at its next meeting, and such change shall be approved in order for the addition or deletion to become effective. The Department shall bear no responsibility under this Agreement to respond to calls at any location outside of the City Limits of the City of Richland Center, and not shown on the most recent revised map received from the Rural District by the Chief.

3. DEPARTMENT PROCEDURE:

A Board of Directors (the "Board") shall govern the Department. The City and the Rural District shall each designate representatives to serve on the Board, pursuant to applicable law, or the rural District Fire Protection Agreement. Directors need not be Town

Supervisors, or village Board or City Council members. Each director shall serve at the pleasure of his or her respective governmental unit. Board of Directors members shall not be Department Personnel of the Richland Fire Department.

Any vacancy in the office of a director representing the City shall be filled by the City. Any vacancy in the office of a director representing the Rural District shall be filled by the Rural District. The City shall designate one of its board members to act as co-Chairperson and one of its board members to act as co-Vice Chairperson, and the Rural District shall do likewise. The City and the Rural District shall mutually elect or hire a Secretary-Treasurer. The officers so designated must be directors, except that a person not a director may be elected or appointed to the position of Secretary-Treasurer, to serve with or without compensation.

Meetings of the Richland Fire Department shall be held monthly, and more often if the parties so desire. Initially, meetings shall take place on the second Monday of each month. The co-Chairpersons shall share the customary duties of a chairperson. The co-Chairpersons shall alternately preside over meetings of the Richland Fire Department with the City's co-Chairperson presiding over the meeting one month, and the Rural District's co-Chairperson presiding over said meeting the next month. In the event that either the City, or the Rural District, co-Chairperson is unavailable to act, the City or Rural District co-Vice Chairperson shall act in said officer's stead. The Chief shall have a representative present at all such meetings.

The Board of Directors shall adopt By-laws that shall govern the proceedings of the Department. The By-laws shall include a requirement that all motions put to a vote of the Department shall require separate favorable majority votes by both the City representatives and the Rural District representatives to carry. Thus, in all voting matters, the City shall be entitled to one majority vote, and the Rural District shall be entitled to one majority vote. In the event of a tie, the motion shall not pass. The co-Chairpersons shall not have the power to break a tie vote.

The By-laws shall also provide that upon motion, a meeting of the Richland Fire Department may be temporarily suspended, to allow for informal discussion among the members.

The Department shall hold such additional meeting throughout the year, at such times and places as may be necessary to carry out the business of the Department. The Chief shall have a representative present at all such meetings.

There shall be an annual budget meeting in August of each year at which time the budget for the next business year, running from January 1, of that year, through December 31 of the year, shall be proposed, adjusted, and approved for submission to the governing bodies of the parties to this contract at the September Fire Department meeting.

4. DUTY OF THE DEPARTMENT TO PROVIDE SERVICES:

The Department shall furnish trained personnel who shall use all reasonable means to extinguish the fires reported to it, to contain the same, to protect adjoining buildings, to provide extrication which may be part of its mission, to respond to hazardous materials situations, to engage in search and rescue, and to do all other things authorized and required by this Agreement. It shall respond forthwith to calls or requests for services made to the established fire line telephone number, or otherwise transmitted to the Department. The Department personnel will maintain the equipment entrusted to it in the manner specified herein. The Department will have a Chief, officers, and a full complement of members to enable it to fulfill its obligation under this Paragraph.

The Chief shall have absolute discretion in deciding what equipment and personnel will be allocated in response to a given call. In the event that more than one call occurs simultaneously, or one or more subsequent calls are received while operations are ongoing at a prior call, the Chief shall retain the discretion to reallocate equipment and personnel in light of the subsequent call. The Chief may call in from other fire departments or fire districts or other sources such additional equipment and personnel as the Chief deems necessary under the circumstances and this decision shall be final.

The parties recognize that the Chief may, from time to time, be called upon to make equipment and personnel allocations based upon fragmentary knowledge of the magnitude or threat incidental to one or more separate emergency calls. Accordingly, no liability shall attach to the Chief, or other Department personnel based upon an alleged error in allocation or reallocation of equipment or personnel to multiple calls or emergencies.

Department personnel shall be trained in the use and operation of the Department's equipment. The Department shall not respond to a call to any site, which cannot be reached by a highway of good and passable condition for the trucks and equipment. While the Department shall make every reasonable effort to respond to all calls, the Chief's judgment, as to when and where roads are in good and passable condition shall be final. The internal operation of the Department shall be governed by rules and regulations promulgated by the Department personnel, except to the extent that such rules and regulations are inconsistent with or superseded by provisions of this Agreement, as amended from time to time, or are superseded by law.

5. APPOINTMENT OF THE FIRE CHIEF:

The parties specifically agree and understand that, at the present time, the Richland fire Department shall be served by the current Fire Chief, previously hired by the City of Richland Center, whose term continues indefinitely. Upon his death, or his removal for just cause, the Board of Directors shall appoint the Chief at the appropriate time. The Chief so appointed shall serve until his or her death, resignation, or removal from office. The Chief shall appoint all subordinate Department Officers.

The Board of Directors may remove the Chief from office only for good and sufficient cause, and after a hearing held upon proper notice. In the event of a vacancy in the office of Chief, however created, the Board of Directors shall appoint a successor. Annually, the Co-Chairpersons and the Co-Vice Chairpersons of the Board of Directors shall review with the Chief the performance of his or her duties for the preceding year.

6. OWNERSHIP OF EQUIPMENT:

The parties each enter into this agreement with a number of items of personal property, previously owned separately by each of them. In addition, the parties enter this agreement with each owning half interest in the real estate containing the Fire Department Building. The parties specifically agree that they will transfer to the Richland Fire District, title and ownership of all separately owned assets, including, but not limited to: Real Estate; Vehicles; and Equipment. This transfer of title shall occur at the time of execution of this Agreement, or as soon thereafter as may be practicable. A Schedule showing what assets the Richland Center Fire Department is attached hereto as Exhibit "A".

7. CUSTODY AND STORAGE OF EQUIPMENT:

Upon execution of this Agreement, all equipment subject to this Agreement shall be placed into the hands of the Department. The Department shall house all equipment at the Richland Fire Station, or at some other enclosed and heated storage space designated by the parties where such equipment is readily available to respond to emergency calls.

8. USE OF EQUIPMENT BY THE DEPARTMENT:

The Chief and Department personnel designated by the Chief are empowered and authorized to operate all items of equipment so entrusted to the Department, however owned, for any of the following purposes:

- a) Response to emergency calls (including mutual aid requests);
- b) Movement of equipment to a stand-by or enhanced response position;
- c) Community service activities such as parades, fairs, school visits, and such Other non-emergency activities as designated by the Chief;
- d) Training and practice, including controlled burning; and
- e) Maintenance, repairs and testing.

Neither party shall be liable to the other for any damage to any item of equipment incurred during the use of the equipment for any of the purposes set forth above.

9. MAINTENANCE AND REPAIRS:

- A. MINOR REPAIRS AND NORMAL MAINTENANCE. Department personnel shall perform or cause to be performed minor repairs and normal maintenance on

all buildings and equipment, sufficient to insure that the building is properly maintained and the equipment is at all times available to respond to emergency calls. Such normal maintenance shall include the procuring and installation of fuel, lubricants, filters, coolant, batteries, tires, light bulbs and similar items as well as performing or procuring minor repairs to the buildings and equipment. The actual cost of all minor repairs and normal maintenance shall be billed to and paid from the Department treasury.

B. MAJOR REPAIRS. Generally, major repairs to buildings and equipment owned by the Richland Fire Department shall be approved by the Board of Directors in advance, whenever possible. However, if the Chief deems it necessary to secure immediate repairs to equipment in order to maintain a level of equipment readiness required in the Chief's judgment to protect life and property, the Chief may authorize extraordinary repairs to such equipment without prior consultation with the owner in order to keep the equipment at the optimum level of availability for use.

C. DEFINITION OF MAJOR AND MINOR REPAIRS. The Richland fire Department shall define the distinction between major and minor repairs, and shall periodically review this definition, and update it.

10. MUTUAL AID:

The parties recognize that it is the practice of the Department to furnish equipment and personnel, upon request, to fire departments in surrounding municipalities in cases of unusually large emergency. Reciprocally, the Chief is able to call upon such surrounding municipalities for equipment and personnel in the event of need in the Richland Fire Department territory. Such mutual aid may be furnished pursuant to one or more formal mutual aid agreements, or pursuant to a request from another fire department absent a formal agreement. Availability of mutual aid from other fire departments in time of need is a valuable part of the fire protection program of the Richland Fire Department. Accordingly, the Chief is authorized under this Agreement, to dispatch personnel and/or equipment, to respond to mutual aid requests, when in the Chief's discretion, such personnel and equipment can be furnished consistent with the need to maintain at least a basic level of fire protection for the Richland Fire Department. The Board of Directors shall approve such mutual aid agreements with other fire departments and fire protection districts as it deems to be in the best interest of the departments and fire protection districts as it deems to be in the best interest of the Department. The territorial limits specified in this Agreement shall be absolute, and no equipment or Department personnel shall be sent to any call outside of said limits, except pursuant to this paragraph. All costs incurred pursuant to approved mutual aid agreements or responses to departments with which there is no mutual aid agreement shall be paid from the Department Treasury.

The parties hereby ratify all existing and effective mutual aid agreements of which the Department is a member. The Board of Directors hereby further authorizes the Chief to

dispatch equipment or Department personnel to activities, either within or outside the territorial limits specified in this Agreement, as the Chief deems appropriate.

11. INSURANCE COVERAGE:

The Richland Fire Department shall obtain and provide all of the following insurance coverage:

- A) **WORKERS' COMPENSATION INSURANCE.** The Department shall procure and maintain in force a policy or policies of Workers' Compensation Insurance covering the Department personnel in the performance of their duties. The actual cost of said insurance shall be paid from the Department treasury.
- B) **LIABILITY AND OTHER COVERAGE ON VEHICLES, EQUIPMENT, BUILDING, AND ACTIVITIES.** The Department shall provide and maintain in force a policy or policies of insurance covering vehicles, equipment, and buildings, and also the activities of Department personnel incidental to Department operations, providing and following types of coverage: Property Insurance, property Liability, Vehicular Liability; vehicular collision; Vehicle Comprehensive; Uninsured Motorist; Underinsured Motorist and General Liability, in policy limits deemed sufficient by the parties. Each of the parties, individually, shall be named as additional insured on such policies. The actual cost of said insurance shall be paid from the Department Treasury.

Irrespective of whether the Department carries such General Liability Insurance, the Department shall indemnify and hold harmless all Department personnel from all claims made against them arising while in pursuit of their duties hereunder. The duty of the Department toward its personnel in this regard shall be the same as that duty owed to public employees by municipal employers pursuant to Wisconsin Statutes.

12: FIRE INSPECTIONS:

The Laws of the State of Wisconsin place the responsibility for fire inspections on the Chief of the Richland Fire Department and thus, they shall be an obligation of the Richland Fire Department. Fire inspections shall be a part of the budget process for the Richland Fire Department, and the Department will determine the compensation for the fire inspectors. The Richland Fire Department shall maintain adequate liability insurance on all persons performing Fire Inspections. All inspection reports for the properties both the City and the Rural Area shall be filed with, and maintained by, the Fire Chief.

The Department shall maintain adequate records to clearly demonstrate to the parties that the rebate funds have been used in full compliance with applicable law.

13: PAYMENT OF INSURANCE PREMIUM REBATES:

Both parties shall pay all statutory rebates of fire insurance premiums received from the State of Wisconsin arising from policies covering properties in their respective areas (commonly referred to as 2% rebates) to the Department Treasury.

Both the City and the Rural District shall transfer the amount of the 2% rebate received from the State the previous year at the time of payment of the first assessment payment, and no later than January 31 of the year following the receipt of the 2% rebate.

14. PAYMENT OF EXPENSES:

The expenses of the Department not allocated to the individual parties elsewhere herein shall be paid from the Department Treasury. Twice annually, in January and April, the parties shall contribute to the treasury in equal shares, with one-half of the treasury paid by the City, and one-half of the treasury paid by the Rural District.

The Chief shall prepare and submit to the Board of Directors in August of each year, a proposed budget for the next calendar year. The Board of Directors shall act on said proposed budget in August of each year, approving such budget as it deems expenses during the year, the parties shall approve such further contributions as they deem appropriate, and such additional contributions shall be in same proportions as described above.

The City and the Rural Municipalities shall pay all amounts billed to them under this Agreement no later than January 31, and April 30, of the year for which payment is due.

15. PAYMENT BY PARTIES OF RESPONSE PAY FOR CALLS:

The Department clerk/treasurer shall bill the City and the Rural Fire District for all response pay relating to calls in their respective areas. Response pay will be paid at the rates from time to time agreed upon by the parties, no later than thirty (30) days from the date the bill is received by the city or rural municipality clerk. In the event that a single call involves one or more properties lying partly within the City and partly within the Rural Area, the payment of the response pay shall be divided evenly between the City and the affected Rural District. Nothing in the agreement shall prevent the City, or any Rural District, from passing these costs on to individual property owners, if it so chooses, and as provided by law.

The Chief shall determine from the Department's records, the number of Department personnel who responded to each call, and shall compute the amount to be paid to those responding to each such call. In the case of recall of Department personnel, the Department shall control as to whether the Department personnel receive payment for responding to the call. Work hours shall be computed from the time when the Department personnel are notified of a call, and shall continue until the equipment has been returned to the station house, serviced, and put in readiness for response to the next call. Work hours shall be paid from, and after the return, of equipment to the station house only for those persons actually required to service said equipment. Each fractional work hour for Department personnel

shall be computed and paid as a full hour. Charges for meetings, drills, and mutual aid calls shall be paid from the Department Treasury.

16. DEPARTMENT PERSONNEL NOT EMPLOYEES OF INDIVIDUAL PARITES:

Department personnel, in performing any of the services under this Agreement, shall not be deemed to be employees of either individual party rather, the employee shall be deemed and employee of the Department.

17. DELEGATION OF RESPONSIBILITY:

The Chief may designate other Department personnel to carry out duties assigned to the Chief in this Agreement.

18. DURATION OF AGREEMENT; AUTOMATIC RENEWAL; TERMINATION:

This Agreement shall be in full force and effect from the date of execution, through December 31, 2022. This Agreement shall automatically renew on January 1, 2023, for another year, and on each January 1 thereafter for an additional year. Either party may terminate its participation in this Agreement on January 1 of any year after January 1, 2023, providing that said terminating party gives written notice of its intent to do so to the other party hereto no later than July 1 of the previous year. Such written notice of intent to withdraw shall be mailed to the Mayor of the City, or to the President of the Rural District.

19. EFFECTIVE DATE:

This Agreement shall be effective on February 14, 2022

20. WITHDRAWAL BY PARTY:

A) REAL ESTATE: In the event either party withdraws from this Agreement, or disorganizes, or terminates its operations, or separates form the other for any reason whatsoever, the City shall have a Right of First Refusal to purchase the Rural District's interest in the real estate owned jointly by the parties. The City may exercise this Right of First Refusal by any of the following means:

1. If the Rural District has given the City written notice of its intent to withdraw from the Agreement, the City may give written notice of its intent to exercise its Right of First Refusal at any time within Sixty (60) days of having received such written notice from the Rural District.
2. If the Rural District does not provide written notice of its intent to withdraw, but the City has reason to believe the Rural District intends to withdraw, the City may give written notice of its intent to exercise its Right of First Refusal at any time,

but no later than Sixty (60) days after the Rural District has given the City written notice of its intent to withdraw.

3. If the City wishes to withdraw, it may give written notice of its intent to withdraw, and thereafter it shall have Sixty (60) days from the date of said written notice to provide written notice of its intent to exercise its Right of First Refusal.
4. If the Rural District believes the City intends to withdraw from the Agreement, and advises the City of that fact, in writing, the City shall have Sixty (60) days from the receipt of that writing to provide either a written notice of its intent to withdraw, and written notice of its intent to exercise its Right of First Refusal; or a written assurance that it will not withdraw for at least Six Months.

Upon receipt of the City's Notice of Intent to exercise its Right of First Refusal, both the Rural District and the City shall have 120 days to obtain an appraisal of the value of the property. The values of the two appraisals shall then be compared. If the higher appraisal is more than 125% of the lower one, or if the lower appraisal is less than 75% of the higher one, then the parties shall either obtain new appraisals, or adjust the appraisals by mutual agreement. The City shall then pay the Rural District half of the average value of the two appraisals. It is anticipated that the City will recoup half the sum so paid, in that the assets of the Rural District shall be divided equally between the City and the Rural District upon dissolution. In the event the proportion of ownership between the City and the Rural District is no longer half, then appropriate adjustments shall be made.

In the event the City elects not to exercise its Right of First Refusal, then in that event the Rural District shall have Sixty (60) days to notify the City, in writing, of its intent to exercise a Secondary Right of Refusal. In the event the Rural District exercises this right, then both the Rural District and the City shall have 120 days to obtain an appraisal of the value of the property. The Rural District shall then pay the City the average value of the two appraisals, with the same understanding that the Rural District will recoup half the sums so paid upon dissolution.

In the event neither party elects to exercise this Right, the parties may dispose of or use the property as they may mutually agree.

B) EQUIPEMENT AND ASSETS. Upon notification, in writing, by either party that it intends to withdraw from the Richland Fire District, each party shall be entitled to assume ownership of equipment or assets titled in its name, if any. Jointly owned assets shall be divided as follows:

1. Cash and bank accounts shall be divided equally between the parties.
2. Equipment shall be divided equally between the parties taking into account the following:
 - a. A vehicle shall be packaged with appropriate equipment for the appraiser.
 - b. Equipment may be shared, on a continuing basis, with each party responsible for half the maintenance, repairs, and insurance.

- c. Equipment may be divided equally between the parties.
 - d. In the event the parties can agree as to values of assets, their agreed values may be used.
 - e. In the event the parties cannot agree as to values of any assets, each party shall retain its own appraiser, and the values assigned to the assets shall be the average of the two values provided by the party's appraisers. However, if the higher appraisal is more than 125% of the lower one, or if the lower appraisal is less than 75% of the higher one, then the parties shall either obtain new appraisals, or adjust the appraisals by mutual agreement.
3. In no event shall the parties allow the division of assets to compromise the safety of citizens served by the Rural Fire District. In the event division and/or removal of property cause loss by either party of necessary equipment, arrangements shall be made between the parties to provide coverage until appropriate replacement equipment may be obtained.

21. PRIORITY OF CONTRACT:

This Agreement shall supercede all existing contracts for fire protection and other emergency services between the parties hereto.

22. BINDING ACTS OF PARTIES:

The acts of the City and the acts of the Rural District, and all covenants and agreements herein made by each of them, shall be deemed in all respects the acts of the City and the Richland rural Fire District respectively, and all such acts shall be binding upon the City, and each and every rural municipality.

23. DEFINITIONS:

As used in this Agreement, the following terms are defined as follows:

Call: A request for the Richland Fire Department to provide emergency fire suppression or other emergency services as authorized by this Agreement, including, but not limited to: Extrication; hazardous materials incident mitigation; search and rescue; and all other emergency activities as directed by the Chief, also referred to in this Agreement as "emergency call".

Chief: The Chief of the Richland Fire Department appointed as provided in this Agreement or, in the Chief's absence, the ranking officer of the Department present and in charge of the response to a call.

City: The City of Richland Center and the area within the incorporation limits of said City of Richland Center.

Department: The Richland Fire Department, created by this Agreement.

Department Personnel: The Chief, officers, and Department members charged with the responsibility of responding to calls. Department personnel shall not be members of the Board of Directors.

Emergency Call: See "Call".

Fire Department: See "Department".

Mutual Aid: The furnishing of equipment and/or personnel to a municipality or fire department serving an area not within either the City or the Rural Area, whether furnished pursuant to a formal mutual aid agreement or pursuant to an informal request for help in dealing with an emergency in the other municipality or fire department's area.

Response Pay: Amounts actually paid to Department personnel for responding to a call.

Richland Rural Fire District: the Village of Boaz, and the Townships of Akan, Dayton, Sylvan, Marshall, Rockbridge, Richland, Bloom, Willow, Ithaca, Eagle, Orion, and Buena Vista, and their duly constituted governing bodies.


Rural Area: That area outside the incorporation limits of the City of Richland Center designated by the Richland Rural Fire District under Paragraph 2, to which the Department is bound by this Agreement to respond to calls.

Rural Municipalities: See "Richland Rural Fire District".

In Witness Whereof, the parties have set their hands and seal this 14 day of February, 2022.

CITY OF RICHLAND CENTER

By

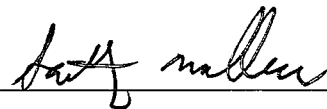


RICHLAND RURAL FIRE DISTRICT

By



By



By

