

Barneveld Brigham Fire-Rescue Protection District Agreement

THIS AGREEMENT, made and entered into this 30th day of May, 2023, is by and between the Town of Brigham, Village of Barneveld, Town of Ridgeway, Village of Ridgeway, Barneveld-Brigham Fire Department, Barneveld Area Rescue Squad, Inc., and Barneveld Brigham Fire-Rescue Protection District, all located in Iowa County, State of Wisconsin.

CHAPTER I – GENERAL PROVISIONS

AUTHORIZATION

THIS AGREEMENT is entered into pursuant to the provisions of Wis. Stats. § 60.55 and Wis. Stats. § 61.34. Portions of this Agreement applicable only to the provision of fire protection services are specified in Chapter II of this Agreement. Portions of this Agreement applicable only to the provision of rescue protection services are specified in Chapter III of this Agreement.

PURPOSE AND INTENT

THIS AGREEMENT is entered into for the sole purpose of providing adequate fire and rescue protection to the areas subject to this Fire-Rescue Protection Agreement. It is intended that through this Agreement a mechanism heretofore not in writing will evolve to continue to assure that the joint Fire and Rescue Departments will be properly operated and maintained. It is understood that the Fire Department and Rescue Squad will each continue to be operated independently as separate departments.

DISPOSITION OF PRESENT EQUIPMENT AND FACILITIES

Any and all vehicles and equipment associated with the Fire Department or Rescue Squad will be under the control of the Barneveld Brigham Fire-Rescue Protection District. The Rescue Squad owns its own supplies and equipment (inventory on file); however, it is insured by the Barneveld Brigham Fire-Rescue Protection District. It is further recognized that the current equipment, whether valued before or on hand prior to the disastrous tornado of 1984, is owned in equal shares between the Town of Brigham and Village of Barneveld, other than as specified in Chapter III of this Agreement.

TITLE DESIGNATION

Hereafter in this Agreement, the Barneveld Brigham Fire-Rescue Protection District shall be referred to as “District”.

FACILITIES FOR VEHICLES AND EQUIPMENT

It is agreed that the District’s vehicles and equipment shall be housed in the Barneveld-Brigham Municipal Building or in a building owned by the Town of Brigham or Village of Barneveld, all on a rent-free basis. The District will secure insurance for the Municipal Building, as well as for the vehicles and equipment owned by the District, and for any future additions thereto.

The District will also be responsible for the heat, electricity, telephone, water, sewer, and other utilities, if any, for the Municipal Building or any building jointly owned by the District, as well as maintenance of the building(s).

GROUNDS MAINTENANCE

The grounds maintenance will be shared equally with by the Town of Brigham and Village of Barneveld, rotating responsibilities every year on April 15th. See Schedule A attached.

USE OF FIRE DEPARTMENT/RESCUE SQUAD OWNED EQUIPMENT

No Fire Department or Rescue Squad equipment including, but not limited to, motorized equipment, air-packs, and turn-out gear, shall be used for personal use or monetary gain.

TRUSTEES

A Board of Trustees shall administer the business and decisions of the District, and the business and decisions relating to public fire protection furnished by the District. The Board of Trustees shall consist of six (6) members, with two (2) resident elector Trustees being appointed from the Town of Brigham and two (2) resident elector Trustees being appointed from the Village of Barneveld. In addition, there will be one (1) Town Supervisor representative and one (1) Village Trustee representative, both appointed and approved by their respective Boards.

In order to pass and/or approve business of the District, a minimum of four (4) of the six (6) members of the District Board of Trustees must be in favor of the action.

Term of Office

The resident elector Trustees representing the Town of Brigham and Village of Barneveld shall serve for terms of two (2) years, effective on the 1st of June following their appointment. The two resident elector Trustees representing the Town of Brigham shall have staggered terms and the two resident elector Trustees representing the Village of Barneveld shall also have staggered terms, so as to avoid both representatives from either municipality having to be appointed/reappointed in the same year.

The Town of Brigham Supervisor representative and the Village of Barneveld Trustee shall serve for terms of one (1) year. These positions shall be appointed/reappointed each year, effective on the 1st of June.

In addition to the foregoing, the Chief of the Barneveld-Brigham Fire Department and the Chief of the Barneveld Area Rescue Squad shall serve in an advisory capacity to the District Board of Trustees. The Chiefs shall be timely notified of meetings and allowed to attend and have the privilege of the floor at said meetings but shall not be afforded a voting membership on the District Board.

The Treasurer of the Barneveld-Brigham Fire Department and the Treasurer of the Barneveld Area Rescue Squad shall also serve in an advisory capacity to the District Board of Trustees of the District Board (if and only if, the respective department submits for budget monies). The Treasurers shall be timely notified of meetings and allowed to attend and have the privilege of the floor at said meetings but shall not be afforded a voting membership on the District Board.

Vacancies

The governmental body of the signatory municipality which appointed the Trustee shall fill vacancies on the District Board of Trustees by virtue of death, resignation, or removal. Appointments to fill vacancies shall be for the unexpired term of the Trustee.

Removal for Cause

The Trustee of any signatory municipality to this Agreement may be removed for just cause by the signatory municipality that appointed the Trustee.

Organization

Annually the District shall elect a President and Vice President from its members. The duties of said officers shall be as follows:

- **President:** The President shall preside at all meetings of the District Board of Trustees. The President shall execute all documents authorized by the District Board of Trustees. The President is a voting member. The President shall do all other things as directed from time-to-time by the District Board of Trustees. This shall be a one (1) year term.
- **Vice President:** The Vice President will act as the President in the absence of the President. This shall be a one (1) year term.

The Board shall appoint a Secretary/Treasurer (as a non-voting member). The duties of the Secretary/Treasurer shall be as follows:

- **Secretary/Treasurer:** The Secretary/Treasurer will prepare documents for meetings, attend and prepare minutes of the meetings, prepare a treasurer's report for the meetings, maintain accounting records, prepare the preliminary annual budget, prepare and mail the monthly payments, working annually with an auditor, work with the Fire Department and Rescue Squad on financial matters, maintain the replacement reserve accounts, handle the insurance for the District, work with the District on building maintenance, process all checks, issue W-2s, work with the Fire Department and Rescue Squad to submit the annual Service Award Program dollars, work with the Fire Department and Rescue Squad on billing and collection of cost recovery money, and any other duties as assigned that fall within the District.

ANNUAL BUDGET

The District budget shall minimally include expenses over the last year, receipts over the last year, budget money expected over the next year, and money at hand. The Secretary/Treasurer will explain the budget in detail for the District Board, who in turn will present the budget to the signatory municipalities after District review.

The Secretary/Treasurer will submit copies of the approved District, Fire Department, and Rescue Squad budgets to the clerks of the respective signatory municipalities by October 1st of each year. The Secretary/Treasurer shall also submit to the clerks a complete financial statement covering the operations and fiscal status of the District.

The annual budget for the District will be paid 50% by the Town of Brigham and 50% by the Village of Barneveld. Payments shall be made as follows:

- The first 50% of the budget money shall be paid by the signatory municipalities by January 20th of each year.
- The second 50% of the budget money shall be paid by the signatory municipalities by August 20th of each year.

These dates coincide with the payment schedule of tax monies and aids from the State, County, School Districts, and Vocational School Districts.

POWER OF TRUSTEES

The District Board of Trustees shall have the power to pay all normal budgeted items, pay the normal monthly bills, and pay any unbudgeted items if less than \$5,000.

Any non-budgeted item(s) in excess of \$5,000 is only payable if approved by both the Town of Brigham Board and the Village of Barneveld Board.

It is deemed essential to the operations of the District that the Trustees will rely heavily upon the judgment and advice of the Fire Chief and Rescue Chief in all matters germane to the technical requirements of the Fire Department and Rescue Squad.

The District Board of Trustees may approve an officer of the Fire Department taking a leave of absence and the length of such absence. Such officer shall not be paid their salary/benefits while on leave.

ATTACHMENT AND DETACHMENT FROM THE DISTRICT

The District Board of Trustees may from time-to-time either attach or detach from the District such contiguous areas as it may direct. However, an affirmative vote of four (4) members of the District Board of Trustees must occur in any proposed detachment and shall not release the portion detached from its responsibilities with regards to any preexisting long-term indebtedness relating to the District, and provided further that detachment or attachment shall be predicated upon the overall consideration of sound fire and rescue protection services for the areas involved.

COMPENSATION

The District shall have the power to establish and pay out of the funds of the District compensation to fire and rescue personnel of the District, the Fire Chief, the Rescue Chief, and others of the respective departments.

The District Board of Trustees may pay to themselves all reasonable expenses incurred in the performance of their duties for the District. All voting members of the District, the Secretary/Treasurer of the District, the Fire Chief, and the Rescue Chief shall be paid per diem for their attendance at meetings of the District. The Fire Department Treasurer and Rescue Squad Treasurer shall be paid per diem for their attendance at meetings of the District if, and only if, the respective department submits for budget monies.

AMENDMENTS

The Boards of the Town of Brigham, Village of Barneveld, Town of Ridgeway, and Village of Ridgeway (the latter two Board in matters pertaining to Rescue Squad only), may, from time-to-time, while meeting jointly amend, alter, or rescind any provision of this Agreement, provided that all of the signatory bodies vote affirmatively for the proposed change, and provided further that the District Board of Trustees is given at least five (5) days written notice of such meeting. Such notice shall be deemed given when written notice is delivered to the Secretary/Treasurer of the District at the residence of the Secretary/Treasurer, and provided further that that such notice to the District Board of Trustees shall contain an agenda of such joint meeting of the signatory municipal bodies.

EFFECTIVE DATE

This Agreement shall take effect on the ____ day of _____, 2023, and shall remain in effect until such time as changed or rescinded by the provisions of this Agreement.

It is recommended that this Agreement is reviewed at least once every five (5) years, but failure to review will not void this Agreement.

CHAPTER II – FIRE PROTECTION SERVICES

AREAS INCLUDED FOR FIRE PROTECTION

The areas designated shall be the lands to which fire protection services are provided as of the date of this Agreement:

1. Town of Brigham in its entirety.
2. Village of Barneveld in its entirety.

ANNUAL BUDGET

Annually, the Chief of the Fire Department shall submit a proposed budget to the Secretary/Treasurer of the District by September 1st. The budget shall minimally include expenses over the last year, receipts over the last year, budget money expected over the next year, and money at hand. The Fire Department will explain the budget in detail for the District Board, who in turn will present the budget to the signatory municipalities after District review.

The District determines the annual amount necessary to maintain insurance coverage for the fire truck(s) and associated equipment for the upcoming calendar year. The annual insurance coverage cost shall be based on total out-of-pocket costs the District pays for the fire truck(s) and associated equipment.

The District's total annual replacement fund contributions shall be determined based on the District's projected cost of replacing a fire truck and the amount needed to grow the fund to meet that cost. The District may annually adjust the budgeted replacement cost for fire replacement and the amount needed to contribute to the fund to meet the projected cost. The planned timeline to replace a fire truck is every 30 years.

The annual budget for the Fire Department and the District's insurance and replacement fund costs will be paid 50% by the Town of Brigham and 50% by the Village of Barneveld. Payments shall be made as follows:

- The first 50% of the budget money shall be paid by the signatory municipalities by January 20th of each year.
- The second 50% of the budget money shall be paid by the signatory municipalities by August 20th of each year.

These dates coincide with the payment schedule of tax monies and aids from the State, County, School Districts, and Vocational School Districts.

In turn, the Secretary/Treasurer of the District shall issue the appropriate funds to the Fire Department immediately following the payment of monies from the signatory municipalities.

All budgeted expenses paid with taxpayer dollars shall be given to the District for approval and payment.

The signatory municipalities agree to pursue any claims they may have by virtue of Wis. Stats. § 60.557 (1) and (2) and § 61.65 (8), when notified of the possibility of such claim by the District. They further agree that any funds received by virtue of said claims shall be submitted directly to the Secretary/Treasurer of the District for such use as the District may deem proper.

The Fire Department shall keep its fundraising money in an account established in accordance with Wis. Stats. § 66.0608.

POWER OF THE FIRE CHIEF

The Fire Department shall elect their Chief and officers, as they deem necessary in accordance with their bylaws. All officers of the Barneveld-Brigham Fire Department shall reside within the Town of Brigham or Village of Barneveld. Prior to taking office, the District Board shall approve the appointments.

It shall be the duty and responsibility of the Fire Department Chief to supervise and direct the day-to-day operations of the Barneveld-Brigham Fire Department, including any personnel whether volunteer or otherwise.

CHAPTER III – RESCUE PROTECTION SERVICES

AREAS INCLUDED FOR RESCUE SERVICES

The areas designated shall be the lands to which rescue protection services are provided as of the date of this Agreement:

- a. Town of Brigham in its entirety;
- b. Village of Barneveld in its entirety; and
- c. The portion of each participating municipality as specified in the Agreement for Provision of Emergency Medical Services with such participating municipality, if any.

RESCUE BOARD TRUSTEES

A Rescue Board of Trustees shall administer the business and decisions relating to public rescue services furnished by the District. The Rescue Board of Trustees shall consist of one (1) member each from among the respective governing bodies of the Town of Brigham, Village of Barneveld, and each participating municipality as appointed and approved by their respective Boards. If no participating municipalities exist, the Rescue Board responsibilities lie with the District Board.

In order to pass and/or approve business of the District, two-thirds of the members of the Rescue Board of Trustees must be in favor of the action.

Term of Office

The Trustees shall serve for terms of one (1) year. These positions shall be appointed/reappointed each year, effective on the 1st of June.

In addition to the foregoing, the Chief of the Barneveld Area Rescue Squad shall serve in an advisory capacity to the Trustees of the Rescue Board. The Chief shall be timely notified of meetings and allowed to attend and have the privilege of the floor at said meetings but shall not be afforded a voting membership on the Rescue Board.

The Treasurer of the Barneveld Area Rescue Squad shall also serve in an advisory capacity to the Trustees of the Rescue Board (if and only if, the Rescue Squad submits for budget monies). The Treasurer shall be timely notified of meetings and allowed to attend and have the privilege of the floor at said meetings but shall not be afforded a voting membership on the Rescue Board.

Vacancies

The governmental body of the signatory municipality which appointed the Trustee shall fill vacancies on the Rescue Board of Trustees by virtue of death, resignation, or removal. Appointments to fill vacancies shall be for the unexpired term of the Trustee.

Removal for Cause

The Trustee of any signatory municipality to this Agreement may be removed for just cause by the signatory municipality that appointed the Trustee.

Organization

Annually, the Rescue Board shall elect a President and Vice President from its members. The duties of said officers shall be as follows:

- **President:** The President shall preside at all meetings of the Rescue Board of Trustees. The President shall execute all documents authorized by the Rescue Board of Trustees. The President is a voting member. The President shall do all other things as directed from time-to-time by the Rescue Board of Trustees. This shall be a one (1) year term.
- **Vice President:** The Vice President will act as the President in the absence of the President. This shall be a one (1) year term.

The District Secretary/Treasurer will prepare documents for meetings and attend and prepare minutes of the meetings.

ANNUAL BUDGET

Annually, the Chief of the Rescue Squad shall submit a proposed budget to the Secretary/Treasurer of the District by April 1st. The budget shall minimally include expenses over the last year, receipts over the last year, budget money expected over the next year, and money at hand. The Rescue Squad will explain the budget in detail to the Rescue Board, who in turn will make a recommendation regarding the proposed budget to the District Board. The District Board will present the budget to the signatory municipalities after District review.

The District determines the annual amount necessary to maintain insurance coverage for the ambulance(s) and associated equipment for the upcoming calendar year. The annual insurance coverage cost shall be based on total out-of-pocket costs the District pays for ambulance(s) and associated equipment.

The District's total annual replacement fund contributions shall be determined based on the District's projected cost of replacing an ambulance and the amount needed to grow the fund to meet that cost. The District may annually adjust the budgeted replacement cost for ambulance replacement and the amount needed to contribute to the fund to meet the projected cost. The planned timeline to replace an ambulance is every 8-10 years.

The annual budget for the Rescue Squad and the District's insurance and replacement fund costs will be paid by the municipalities on the basis of their respective populations, as established by the Annual Population Estimate provided by the Wisconsin Department of Administration. No later than May 31st of each year, the District will inform the municipalities of the proposed prorated portion that will be due as follows:

- The first 50% of the budget money shall be paid by the municipalities by January 20th of each year.
- The second 50% of the budget money shall be paid by the municipalities by August 20th of each year.

These dates coincide with the payment schedule of tax monies to the State, County, School Districts, and Vocational School.

In turn, the Secretary/Treasurer of the District shall issue the appropriate funds to the Rescue Squad immediately following the payment of monies from the municipalities. All budgeted expenses paid with taxpayer dollars shall be given to the District for approval and payment.

The Rescue Squad shall keep its fundraising money in an account established in accordance with Wis. Stats. §66.0608.

POWER OF TRUSTEES

It is deemed essential to the operations of the District that the Trustees will rely heavily upon the judgment and advice of the Rescue Chief in all matters germane to the technical requirements of the Rescue Squad.

The Rescue Board of Trustees may approve an officer of the Rescue Squad taking a leave of absence and the length of such absence. Such officer shall not be paid their salary/benefits while on leave.

POWER OF THE RESCUE SQUAD CHIEF

The Rescue Squad shall elect their Chief and officers, as they deem necessary in accordance with the Barneveld Area Rescue Squad Constitution. All officers of the Barneveld Area Rescue Squad shall reside within the territorial limits of one of the signatory municipalities. Prior to taking office, the Rescue Board shall approve the Rescue Squad Chief appointment.

It shall be the duty and responsibility of the Rescue Squad Chief to supervise and direct the day-to-day operations of the Barneveld Area Rescue Squad, including any personnel whether volunteer or otherwise.

The respective Boards of the signatory bodies to this Agreement at a joint meeting duly called have met and discussed the provisions of this FIRE-RESCUE PROTECTION AGREEMENT and have agreed individually as Town and Village Boards to the provisions of this FIRE-RESCUE PROTECTION AGREEMENT. The Town of Ridgeway and the Village of Ridgeway have agreed solely as to provisions relating to Rescue Protection Services.

IN WITNESS WHEREOF the signatory bodies to this Agreement have caused their legal representatives to execute this Agreement on the ____ day of _____, 2023 at the Barneveld-Brigham Municipal Building, Barneveld, Wisconsin.

[Signature pages to follow]

ATTEST:

TOWN OF BRIGHAM

Megan Mieden, Town Clerk

Jason Carden, Town Chairperson

I, the Clerk of the Town of Brigham, hereby certify that the above Agreement was approved by the Town Board of the said Town on the _____ day of _____, 2023, at a meeting of the Town Board.

Megan Mieden, Town Clerk

ATTEST:

VILLAGE OF BARNEVELD

Michelle Walker, Village Clerk

John Forbes, Village President

I, the Clerk of the Village of Barneveld, hereby certify that the above Agreement was approved by the Village Board of the said Village on the _____ day of _____, 2023, at a meeting of the Village Board.

Michelle Walker, Village Clerk

ATTEST:

Town of Ridgeway

Nicole Wiczorek, Town Clerk

Joe Thomas, Town Chairperson

I, the Clerk of the Town of Ridgeway, hereby certify that the above Agreement was approved by the Town Board of the said Town on the _____ day of _____, 2023, at a meeting of the Town Board.

Nicole Wiczorek, Town Clerk

ATTEST:

Village of Ridgeway

Hailey Roessler, Village Clerk

Michele Casper, Village President

I, the Clerk of the Village of Ridgeway, hereby certify that the above Agreement was approved by the Village Board of the said Village on the _____ day of _____, 2023, at a meeting of the Village Board.

Hailey Roessler, Village Clerk

ATTEST:

BARNEVELD-BRIGHAM FIRE
DEPARTMENT

Doug Manteufel, Secretary

Jerry Schlingen, Fire Department Chief

I, the Secretary of the Barneveld-Brigham Fire Department, hereby certify that the above Agreement was approved by the Barneveld-Brigham Fire Department on the ____ day of _____, 2023, at a meeting of the Fire Department.

Doug Manteufel, Secretary

ATTEST:

BARNEVELD AREA RESCUE SQUAD,
INC.

Jenny Smillie, Secretary

Denise Meudt, Rescue Squad Chief

I, the Secretary of the Barneveld Area Rescue Squad, Inc., hereby certify that the above Agreement was approved by the Barneveld Area Rescue Squad, Inc. on the ____ day of _____, 2023, at a meeting of the Barneveld Area Rescue Squad, Inc.

Jenny Smillie, Secretary

ATTEST:

BARNEVELD BRIGHAM FIRE-
RESCUE PROTECTION DISTRICT

Megan Mieden, Secretary/Treasurer

Jim Ramos, District President

I, the Secretary/Treasurer of the Barneveld Brigham Fire-Rescue Protection District, hereby certify that the above Agreement was approved by the Barneveld Brigham Fire-Rescue Protection District Board on the _____ day of _____, 2023, at a meeting of the Barneveld Brigham Fire-Rescue Protection District Board.

Megan Mieden, Secretary/Treasurer

SCHEDULE A

Mowing – includes lawn care/maintenance, including mowing and trimming, and tree and shrub maintenance, including the flower beds of the Barneveld-Brigham Municipal Building.

Snow Removal – includes parking areas cleared of snow; snow removal around the Municipal Building shall be the priority of the assigned municipality.

Removal of snow and salting of sidewalks and around entrances is contracted through an outside company and shall be cleared of snow within 24 hours of snowfall.

April 15, 2023 – April 14, 2024

- Mowing – Village of Barneveld
- Snow Removal – Town of Brigham

April 15, 2024 – April 14, 2025

- Mowing – Town of Brigham
- Snow Removal – Village of Barneveld

April 15, 2025 – April 14, 2026

- Mowing – Village of Barneveld
- Snow Removal – Town of Brigham

April 15, 2026 – April 14, 2027

- Mowing – Town of Brigham
- Snow Removal – Village of Barneveld

April 15, 2027 – April 14, 2028

- Mowing – Village of Barneveld
- Snow Removal – Town of Brigham

April 15, 2028 – April 14, 2029

- Mowing – Town of Brigham
- Snow Removal – Village of Barneveld

April 15, 2029 – April 14, 2030

- Mowing – Village of Barneveld
- Snow Removal – Town of Brigham