

**A Meeting of the Joint Fire/EMS Committee**  
(Village of Belgium, Village of Fredonia, Town of Belgium, Town of  
Fredonia)

Monday, October 30<sup>th</sup>, 2023 at 6:00 PM

Belgium Town Hall

171 Main Street Belgium, WI 53004

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes from Tuesday, April 25<sup>th</sup>, 2023 meeting.
5. Update on Joint ALS Paramedic-level Service
6. Continued Discussion on Combining Northern Ozaukee Fire  
Departments
7. Adjourn

*Please note – a Quorum of the Village and/or Town Boards may exist. No Village/Town Board action will be taken. Please note, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request services, contact the Town of Belgium (262) 285-3326.*

## **Joint Fire/EMS Committee Minutes**

(Village of Belgium, Village of Fredonia, Town of Belgium, Town of Fredonia)

Tuesday, April 25<sup>th</sup> at 6PM

Belgium Town Hall 171 Main Street Belgium, WI 53004

1. Call to Order – *Called to Order by Chairman Winker at 6PM*
2. Pledge of Allegiance
3. Roll Call – *Representatives from the Village of Belgium, Village of Fredonia, Town of Belgium, and Town of Fredonia were present, along with the Fire Chiefs from the Village Fredonia, Waubeka, and Belgium Fire Departments, and Fredonia Village Administrator Jenkins*
4. Approval of Minutes from February 28, 2023 meeting – *Motion to Approve by Sauter, 2<sup>nd</sup> by Leider. Approved unanimously.*
5. Update from Chief Weyker on Joint ALS Paramedic-level Service – *Winker reported on the \$100k additional grant dollars secured from the County for capital startup costs. Haas and Clerk Jenkins added additional background information. Chief Weyker stated he's received quotes on big ticket items and supplies and has applicants with the following applications: 2 paramedics, 1 EMT, 1 No license.*
6. Discussion on Combining Northern Ozaukee Fire Departments – *Winker introduced the subject of creating a joint fire service for Northern Ozaukee. Chief Weyker stated favor in examining in Fall. Chief Beimborn stated it will be needed eventually. Chief Caswell stated his crew would most likely not be in favor of joining. Tom Bichler stated we need to start discussions. Lance Leider stated we should hold onto volunteers as long as we can. Winker/Dohrwardt/Haas in favor of utilizing shared county sales tax to offset cost, but will be difficult now. Dohrwardt added we should start taking inventory of vehicles and facilities now. Winker fielded questions from the audience. Administrator Jenkins shall send a draft Fire District Agreement in the next few weeks.*
7. Adjourn – *Motion to Adjourn by Tom Bichler, 2<sup>nd</sup> by John Depies. Approved Unanimously.*

*Please note – a Quorum of the Village and/or Town Boards may exist. No Village/Town Board action will be taken. Please note, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request services, contact the Village of Belgium (262) 285-7931.*

INTERMUNICIPAL AGREEMENT  
BY AND BETWEEN  
THE VILLAGE OF FREDONIA, VILLAGE OF BELGIUM, AND  
TOWN OF BELGIUM TO CREATE THE  
NORTHERN OZAUKEE FIRE SERVICE DISTRICT

Agreement is entered into pursuant to Wis. Stat. § 66.0301 by and between the Village of Fredonia, a Wisconsin municipal corporation, the Village of Belgium, a Wisconsin municipal corporation, and the Town of Belgium, a Wisconsin body politic (hereinafter collectively referred to as the “Municipalities”).

WHEREAS, the Village of Fredonia currently receives fire protection services from the Village of Fredonia Fire Department, a governmental agency of the Village of Fredonia and the Village of Belgium and Town of Belgium currently receive fire protection services from the Belgium Volunteer Fire Department, a volunteer fire department organized and existing under Wis. Stat. Chapter \_\_\_\_\_ (collectively referred to as the “Participating Fire Departments”); and

WHEREAS, the municipalities desire to provide for a continuation of the tradition of excellent fire protective services provided by the Participating Fire Departments while providing,

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Municipalities hereby agree as follows:

**ARTICLE I: PURPOSE**

- A. The purpose of this Agreement shall be to enter into an intergovernmental cooperative agreement as described in Wis. Stat. § 66.0301 to provide for the efficient continued provision of proper fire and emergency service protection for all persons and properties located within the territorial boundaries of the Municipalities.
- B. The governing bodies of each of the Municipalities believe that efficient protection against fire losses and other non-medical emergencies within said geographic area can be secured by the joint funding and administration of Participating Fire Department (as defined herein) can be promoted by the joint and mutual cooperation of the Municipalities (as defined herein), and that the cost of protection can be more equitably shared.
- C. The governing bodies of the Municipalities (as defined herein), with respect to the operation of the Participating Fire Departments and the District Fire Board (as defined herein), only reserve to themselves the duties and responsibilities as outlined herein.

**ARTICLE II: CREATION OF FIRE DISTRICT AND FIRE BOARD**

- A. Municipalities. The Village of Fredonia, the Village of Belgium, and the Town of Belgium shall hereinafter be referred to as the “Municipalities.”
- B. Fire District. The Municipalities hereby establish a fire district as a department of the Municipalities, which shall be known as the Northern Ozaukee Fire Service District (hereinafter the “District”).
- C. Fire Board. The Municipalities hereby establish a joint municipal fire board as an agency of the Municipalities which shall be known as the Northern Ozaukee Fire Service District Fire Board (hereinafter the “Fire Board”).

### **ARTICLE III: BOUNDARIES**

- A. Service Area. The area that shall be served by the Fire District (the “Service Area”) shall consist of the following territory on the date hereof:
- Village of Fredonia: entire incorporated area
  - Village of Belgium: entire incorporated area
  - Town of Belgium: entire jurisdiction of the Town of Belgium
- B. Modifications to Service Area. The boundaries of the Service Area may be changed from time to time upon recommendation of the Fire Board and approval by the Municipalities. Any lands annexed by any of the Municipalities shall be automatically included in the boundaries and any lands detached to or annexed out of any of the Municipalities shall be automatically excluded from the boundaries of the Service Area.
- C. Mutual Aid Agreements. A certified letter will be mailed to all mutual aid departments informing them of the change in boundaries. To the fullest extent allowed by law, the Municipalities intend that:
1. All mutual aid agreements currently in place on the effective date of this Agreement will continue in effect;
  2. The Participating Fire Departments will assume all mutual aid obligations heretofore accepted by the Municipalities or any previously existing fire departments of the Municipalities; and
  3. Continuation of the existing mutual aid agreements will provide the Municipalities and Participating Fire Department with the same benefits that the Municipalities and/or their previously existing fire departments received prior to entering this Agreement.
- D. Contract Agreements. Contract agreements with other municipalities or fire departments of municipalities for fire and/or emergency medical services shall be determined by the Fire Board with approval of the Municipalities.

### **ARTICLE IV: PARTICIPATING FIRE DEPARTMENT**

- A. Defined.
1. The Fredonia Fire Department and, subject to entry into a written service agreement with the Fire Board, the Belgium Volunteer Fire Department shall, collectively, be referred to as the “Participating Fire Departments” for purposes of this Agreement.
  2. The Fire Board may enter into a written service agreement with additional fire departments to perform the Duties set forth in Article IV(B) after having received the consent of the Municipalities.
- B. Duties. The Participating Fire Departments shall be responsible for fire protection, rescue operations, Haz-Mat services, fire prevention and education, fire inspections, and such other duties as assigned by joint resolution of the Municipalities, all in accordance with all applicable State and Federal laws, codes, and regulations and all municipal ordinances.
- C. Compensation. All compensation and benefits to be paid to the officers, members, and all other employees of the Participating Fire Departments shall be determined by the Fire Board and

payment of the same shall be made from the funds of the Fire Board, all which must be specifically approved as part of the budget process.

- D. Fire Chiefs. The Fire Chief of each Participating Fire Department shall serve as a liaison between the Fire Board and their respective Participating Fire Department.

#### **ARTICLE V: FIRE BOARD**

- A. Duties. The Fire Board shall be responsible for overseeing all financial matters pertaining to the Participating Fire Departments and shall have control, management, disbursement of funds, and governance and for the regulation of its business and proceedings in addition to any other specific duties and responsibilities as set forth herein.
- B. Composition. The Fire Board shall be composed of three (3) members consisting of one Village of Fredonia Board member, one Village of Belgium Board member, and one Town of Belgium Board member. The members designated as being from each Village shall be appointed by their respective Village President and approved by the respective Village Board and the member(s) designated as being from the Town shall be appointed by the Town Chairman and approved by the Town Board. If any non-elected resident member appointment(s) cannot be filled by the responsible Board, a Village Trustee shall be appointed on an alternating basis by the Village President with Village Board approval or a Town Supervisor shall be appointed by the Town Chairman with Town Board approval as the case may be.
- C. Terms.
1. Terms. All appointments shall commence on June 1st. The terms of the Village and Town Board members shall be for a term of one (1) year.
  2. Unfilled Vacancies. When a voting member resigns or is removed from membership on the Fire Board as outlined in Wis. Stat. §§ 17.12 or 17.13, or other applicable laws, the affected Municipality shall appoint an appropriate person to fill such vacancy for the remainder of the term of the vacated position, subject to confirmation and the restrictions as set forth above. All Municipalities shall be notified when a new Fire Board member is appointed to fill a vacancy.
- D. Officers and Secretary.
1. Election of Officers. At its first meeting after its creation and after its first meeting after June 1 each year, the Fire Board shall choose from its members a President to preside at its meetings, and a Vice President to act in the absence of the President.
  2. Secretary: The Fire Board shall be responsible for hiring a Secretary. The Secretary shall hold his/her position until he/she resigns or until the Fire Board releases him/her of his/her duties. The wages for the Secretary shall be set by the Fire Board subject to the budget approved by the Municipalities. The Secretary for the Fire Board shall keep a record of the Fire Board's proceedings. The Secretary shall also maintain the accounting for the Fire Board's bank accounts.
  3. Bond. All Officers of the Fire Board whose duty it is to sign checks shall furnish a bond, paid for by the Fire Board, in such amount as shall be required and

approved by the Fire Board, which shall be adequate to cover the funds entrusted to his/her care.

4. Duties.

a. **President.** The President shall:

- (1) Preside at all meetings of the Fire Board;
- (2) See that all orders and resolutions of the Fire Board are carried out;
- (3) Execute all contracts and agreements and approve the bill list as duly authorized by the Fire Board;
- (4) Initiate the audit/compilation process pursuant to Article V, Section O and submit a complete and detailed report of the financial condition of the Participating Fire Departments to the Municipalities on or before June 30 of each calendar year for the previous calendar year;
- (5) Report to the Fire Board all matters within the President's knowledge regarding the Participating Fire Department;
- (6) Communicate with the Municipalities as reasonably requested and needed. Municipalities can receive copies of communications between the President and any of the Municipalities on request, and no such communications shall be confidential between the President and any single Municipality;
- (7) Perform such additional duties as may be prescribed by the Fire Board;
- (8) Countersign checks as required by the Fire Board policies; and
- (9) Set and publicize meeting agendas in compliance with Wisconsin's Open Meetings Law.

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

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

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

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

- (3) Keep an accurate account in accordance with generally accepted accounting practices (GAAP) of all monies received and disbursed;
- (4) Provide a financial report to the Fire Board monthly or as requested by the Fire Board;
- (5) Distribute agendas to members and media and post/publish the same in compliance with Wisconsin's Open Meetings Law;
- (6) Perform all general duties that are incidental to the offices of the Secretary subject to direction of the Fire Board.
- (7) Perform such additional duties as may be prescribed from time to time by the Fire Board.

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

F. Meetings.

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

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

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

I. Budget.

1. Each Participating Fire Department and the Fire Board shall each have their own operating budget line items within the overall budget.
2. Participating Fire Department Budget.
  - a. The Fire Chief of each Participating Fire Department shall submit the proposed budget items for their respective fire department to the Fire Board not later than August 1 of each year for the next fiscal year beginning January 1. Such budget requests shall be as set forth on a line-by-line basis the items of revenue (including without limitation interest income, charges to the Municipalities, charges to end users, and monies received from the State of Wisconsin for a highway call) and operating and capital expenditures of the Fire Department. Upon receipt of the same, a special meeting or meetings shall be called by the Fire Board to discuss, amend, enlarge, or reduce the various items of the proposed budget requests and to make final recommendation regarding the same. In the event the Fire Chief does not submit a budget request by August 1, then the Fire Board shall prepare the same.
  - b. For the particular purpose of presenting the proposed budget request and for the additional purpose of acting as an advisor to the Fire Board, each Fire Chief (or their designee) shall serve as the only representative of the Fire Department membership, and all requests, suggestions, advice, and problems shall be presented to the Fire Board by the Fire Chief or his/her designee who shall in all respects represent the Fire Department membership. The Fire Chief and/or his/her designee(s) shall be the sole representative(s) of the Fire Department to the Fire Board for the purposes of presenting and discussing the budget.
  - c. Financing Formula (Distribution of Costs).
    1. Each of the Municipalities' annual financial contributions to the operating budget shall be based on municipality's percentage share of the total population served by this agreement and be updated every ten (10) years based upon U.S. Census Bureau population data. As of the 2021-2030 cycle, percentages shall be as follows:
      - a. Village of Belgium ( \_\_ %)
      - b. Village of Fredonia ( \_\_ %)
      - c. Town of Belgium ( \_\_ %)
    2. Income Generation. Any income generated from the collection of service fees for providing the Joint ALS Paramedic-level Service shall remain within the Joint ALS Paramedic-level Service Fund for the sole purposes of offsetting the annual operating expenses.
3. The Fire Board shall submit a budget to the Municipalities no later than October 1, and if the Fire Board fails to do so, the budget items,



as submitted by the Fire Chiefs shall be submitted to the Municipalities. The budget shall then be reviewed by a joint meeting of the Fire Board, the Municipalities and the Fire Chiefs or their designees for the purpose of discussing and considering said budget, including any reductions thereof or additions thereto prior to the adoption thereof by the Municipalities. Said joint meeting shall be held between October 1 and October 31 each year. The Fire Board shall not have elective or taxing powers. All funding and expenditures in the budget must be authorized and approved by the Municipalities. A final budget shall be adopted by the Municipalities no later than December 1 as part of the regular municipal budgeting process of each year. If the Municipalities do not adopt identical budgets for the Fire Board for the upcoming year by December 1 of each year, the last budget, less amounts budgeted specifically for capital expenditures, approved by the Municipalities shall be deemed to be adopted by the Municipalities for the next calendar year.

4. Capital Improvement Fund. There is hereby established a Capital Improvement Fund, which shall be presented in the budget, for the purpose of providing a systematic method of funding major equipment purchases for the Participating Fire Departments. Each Municipality shall make contributions to the Fund in the same percentage as set forth in Section V(I)(2)(c) of this Agreement. The Fire Chiefs shall make a request to both the Village and Town Boards to purchase equipment with funds from the Capital Improvement Fund. Disbursements from this account shall be made only after approval by the Municipalities, with the signatures of the respective municipal treasurers.
- J. Expenditures. Each Fire Chief shall be responsible for administering their annual budget items applicable to their Fire Department and shall be accountable to the Fire Board for the same. Each Fire Chief shall present an itemized list of all invoices to be paid each month. The Fire Departments shall not pay any invoice until approved by the Fire Board, unless otherwise authorized in the Fire Board rules, and which are in accordance with the annual budget approved by the Municipalities. Notwithstanding the foregoing, at no time may a Fire Chief or the Fire Board exceed, by any amount, the total budget except as follows. Any expenditure over the approved annual budget must have first received unanimous prior approval by the Municipalities in the form of an amendment to the approved annual budget.
- K. Property, Equipment and Supplies. The Fire Board shall have the power to purchase, lease, sell, and dispose of all of the property, equipment, apparatus, and supplies of the Fire District, as authorized in the approved budget or as set forth in Article XI. Sale of equipment owned by the Municipalities shall \_\_\_\_\_.
- L. Borrowing/Leasing. The Fire Board shall have the power to borrow money for or lease capital expenditures and to execute in the name of the Fire Board all notes or mortgages or other evidences of indebtedness or leases that it may incur on such terms as the Fire Board shall determine, with the prior approval of the Municipalities.
- M. Assessment of Costs to End Users. The Fire Chiefs under the direction of the Fire Board shall have authority to bill end users for all assessments of costs of fire and rescue services,

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

- N. Insurance. The Fire Board shall at all times keep in full force and effect insurance for replacement value of the equipment and the Municipalities shall be named as additional insureds affording them full protection (less reasonable deductibles) against claims, casualties, losses, and liabilities occurring in operation of the Participating Fire Departments and Fire Board including, but not limited to, insurance for the equipment referenced in Article VIII, and provide the Municipalities with copies of the same.
- O. Audit/Compilation. The Fire Board shall have a financial audit or compilation performed on an annual basis by an independent certified public accountant (or firm of certified public accountants). The results of the audit or compilation must be transmitted to the Municipalities no later than June 30, of each year for the preceding fiscal year.
- P. Excess Funds.
1. Surplus Funds. All budgeted funds which are not spent by a Participating Fire Department prior to the end of the year shall be retained in the budget for such Participating Fire Department(s). Such surplus funds shall be shown on the annual budget request, and in the budget approved by the participating Municipalities. Surplus funds may, upon approval of the Municipalities, be used to fund shortfalls in current or future budget(s). In the event of the termination of any Participating Fire Department, surplus funds shall be returned to the participating Municipalities as determined by the current year Financing Formula percentages set forth in Article V, Section I (2)(c).
  2. Capital Equipment Fund Line Item. All proposed capital equipment expenditures included in the budget which are not spent prior to the end of the year shall be retained by the Fire Department. These remaining budgeted funds shall be shown on the annual budget request as a fund reserve set aside for capital purchases. The reserve fund may, upon approval of the Municipalities, be used to fund shortfalls in capital equipment purchases identified in current or future budgets. Upon termination of the Fire Department, the capital equipment fund shall be returned to the participating Municipalities as determined by the current year Financing Formula percentages set forth in Article V, Section I (2)(c).
  3. Contingency Fund Line Item. The budget shall include a contingency fund, which in addition to the surplus funds, may be used by the Fire Department to fund shortfalls in current budgets. Any unspent contingency funds at the end of the year should be deemed surplus funds.

4. Municipalities shall retain any and all monies received from the State and/or Federal Government for any purposes (except as set forth below). All other fire and emergency medical service programs as authorized by the Fire Board upon which monies are received (including charges to end users, fire dues, grants, and monies received from the State of Wisconsin for highway calls) shall go directly to the Fire Board. Funds may be used to fund shortfalls in future budgets or for capital purchases and shall be shown as revenue of the Fire Department in the budget.

Q. No Fire Commission Authority.

Notwithstanding anything in this Agreement to the contrary, the Fire Board shall not have the powers of, or exercise any duties of, a fire commission set forth in Wis. Stat. § 62.13 including, without limitation, establishing eligibility requirements, appointment or promotion of Fire Chiefs or subordinates, or imposition of discipline.

#### **ARTICLE VI: PAYMENT OF BUDGETED EXPENSES**

- A. Budgeted expenses of the Fire Board and Participating Fire Departments shall be paid as follows. Without the necessity of billing for or receiving an invoice, one-quarter of the monies owed by each Municipality, as shown in the adopted budget, shall be remitted to the Fire Board quarterly. Specifically, the first payment is due on or before January 10; the second payment is due on or before April 10; the third payment is due on or before July 10; and the fourth payment is due on or before October 10.
- B. If a Municipality fails to make all or any portion of any payment required under this agreement in a timely manner, such Municipality shall remit to the Fire Board interest at the rate of one percent (1%) per month or any fraction of a month on the outstanding balance due.

#### **ARTICLE VII: OWNERSHIP OF EQUIPMENT**

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

#### **ARTICLE VIII: FIRE STATIONS**

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

#### **ARTICLE IX: AMENDMENTS**

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

## **ARTICLE X: TERMINATION**

- A. Agreement. This Agreement shall take effect upon the date stated herein after the adoption by the governing body of each Municipality of a motion or resolution approving the Agreement and authorizing its execution. This Agreement shall remain in effect in perpetuity subject to the following:
1. All Municipalities shall participate in this Agreement for a minimum of seven (7) years.
  2. After the expiration of the initial five (5) year period, any Municipality wishing to withdraw from this Agreement may do so on at least two (2) years written notice addressed to the Clerk of each of the other Municipalities, provided however, that no such notice be given until expiration of the initial five (5) year period.
  3. Termination. This Agreement may be terminated at any time by the written consent of all Municipalities or upon the withdrawal of any Municipality, provided that this Agreement and the joint Fire Board shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to terminate the affairs of the Fire District.
  4. Remaining Assets. In the event of termination, the Fire Board shall pay all outstanding liabilities and obligations first. The proceeds from the sale of property owned as tenants in common by the participating Municipalities, net of costs of appraisal and costs of sale (if any), shall be divided in proportion to each respective Municipality's ownership interest therein (i.e., based on the financing formula in effect on the date of acquisition) on a property by property basis. Lastly, all remaining funds of the Fire Board shall be divided between and paid to the Municipalities in proportion to the then current year Financing Formula percentages set forth in Article V, Section I (2) (c).
- B. Amendments. Amendments to this Agreement may be proposed by any Municipality. The amendment shall be submitted to the Fire Board at least thirty (30) days prior to the meeting of the Fire Board at which such amended is to be considered.

## **ARTICLE XI: ADDITIONAL PROVISIONS**

- A. Binding Effect. The terms and provisions of this Agreement shall be binding upon and shall be beneficial to all of the parties hereto and their permitted assigns. No party to this Agreement may assign any of its rights or delegate any of its duties or obligations under this Agreement without the prior written consent, in its sole discretion, which cannot be unreasonably withheld, of the other parties.
- B. Rules of Construction. The captions in this Agreement are inserted only as a matter of convenience and in no way affect the terms or intent of any provision of this Agreement. All defined phrases, pronouns, and other variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the actual identity of the organization, person, or persons may require. No provision of this Agreement shall be construed against any party hereto by reason of the extent to which such party or its counsel participated in the drafting hereof.
- C. Choice of Law and Severability. This Agreement shall be construed in accordance with the internal laws of Wisconsin. If any provision of this Agreement shall be contrary to the internal laws of Wisconsin or any other applicable law, at the present time or in the future, such provision

shall be deemed null and void, but shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with applicable law and this Agreement shall then be construed in such a way as will best serve the intention of the parties at the time of the execution of this Agreement.

- D. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto regarding the terms and operations of the Fire Board, Fire Commission, and Fire Department, except for any amendments to this Agreement adopted in accordance with Article X hereof. This Agreement supersedes all prior and contemporaneous agreements, statements, understandings, and representations of the parties regarding the terms and conditions of the Fire Board, Fire Commission, and Fire Department, except as provided in the preceding sentence. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making such waiver.
- E. Notices. All notices, requests, consents, or other communication provided for in or to be given under this Agreement shall be in writing, may be delivered in person, by facsimile transmission, by overnight courier, or by mail, and shall be deemed to have been duly given and to have become effective: 1. one (1) day after having been delivered in person or by facsimile; 2. one (1) day after having been delivered to an overnight courier; or 3. three (3) days after having been deposited in the mail as certified or registered mail, all fees prepaid, directed to the parties or their assignees at the following addresses (or at such other address as shall be given in writing by a party hereto):

Village of Fredonia c/o Village Clerk	Village of Belgium c/o Village Clerk	Town of Belgium c/o Town Clerk
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- F. Expenses. Except as otherwise specifically provided in this Agreement, the parties shall pay their respective expenses and costs incurred or to be incurred in negotiating and carrying out the terms of this Agreement, including without limitation all of their respective attorneys' fees.
- G. Dispute Resolution.
1. If disputes arise between the Municipalities relating to this Agreement, the governing bodies of the Municipalities shall meet in a good faith attempt to resolve their differences. If the Boards cannot agree, each Board shall appoint two (2) board members to a conference committee. The conference committee shall meet and agree by a majority vote on any disputed items. The decision of the conference committee shall be binding upon the Municipalities.
  2. If the conference committee is unable to resolve a disputed item within 60 days after the matter is referred to the conference committee, either board may request mediation. If the Municipalities cannot agree on a mediator, any municipalities may submit a request to the Chief Judge of the judicial district to appoint a mediator. The cost of the mediation shall be borne equally by the Municipalities. In the event mediation is unsuccessful, any of the Municipalities may commence litigation in the Circuit Court for Ozaukee County.

**ARTICLE XII: ADOPTION OF ORDINANCE**

The Municipalities will repeal any ordinance(s) conflicting with the provision of this Agreement and adopt this Agreement as an ordinance for purposes of creating the Northern Ozaukee Fire Service District and Fire Board.

**ARTICLE XIII: EFFECTIVE DATE**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

VILLAGE OF FREDONIA

\_\_\_\_\_  
\_\_\_\_\_, Village President

ATTEST: \_\_\_\_\_  
\_\_\_\_\_, Village Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

VILLAGE OF BELGIUM

\_\_\_\_\_  
\_\_\_\_\_, Village President

ATTEST: \_\_\_\_\_  
\_\_\_\_\_, Village Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

TOWN OF BELGIUM

\_\_\_\_\_  
\_\_\_\_\_, Town Chair

ATTEST: \_\_\_\_\_  
\_\_\_\_\_, Town Clerk