

NBR-2

Resolution No. 2022 -

October 11, 2022

APPROVING AN INTERGOVERNMENTAL AGREEMENT AND BYLAWS FOR THE CREATION OF THE BARABOO AREA JOINT FIRE AND EMERGENCY MEDICAL SERVICES DISTRICT

WHEREAS, sections 60.55, 60.565, 61.64, 61.65, 62.13, and 62.133, Wis. Stats., authorize cities, villages and towns in the State of Wisconsin to provide, and contract for, fire protection and emergency medical services; and

WHEREAS, section 66.0301, Wis. Stats., authorizes cities, villages and towns to enter into contracts with each other for the furnishing of services and/or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, the City of Baraboo, Village of West Baraboo, and Towns of Baraboo, Fairfield, and Greenfield, (the "Municipalities") have been operating, together with the Towns of Excelsior and Sumpter, a joint emergency medical service entitled the Baraboo District Ambulance Service (the "District") by mutual agreement for several years; and

WHEREAS, the Municipalities desire to provide for the provision of fire protection and emergency medical services on a cost effective and efficient basis. The Towns of Excelsior and Sumpter do not wish to participate; and

WHEREAS, the District and Municipalities formed a Consolidation Committee to develop an intergovernmental agreement for the joint provision of fire protection and emergency medical services. The Consolidation Committee prepared with the assistance of staff and legal counsel, and recommends approval of, the attached Intergovernmental Agreement and Bylaws; and

WHEREAS, the District Commission approved the attached Intergovernmental Agreement and Bylaws.

NOW, THEREFORE, BE IT RESOLVED by the City of Baraboo Common Council that the attached Intergovernmental Agreement and Bylaws is hereby approved.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

Offered by: Finance/Personnel Comm.

Approved by Mayor: \_\_\_\_\_

Motion:

Second:

Certified by Clerk: \_\_\_\_\_

**BARABOO AREA JOINT FIRE AND EMERGENCY MEDICAL**

**SERVICES DISTRICT**

**INTERGOVERNMENTAL AGREEMENT**

**AND BYLAWS**

**I. CREATION**

**1. CREATION.** This is an Intergovernmental Agreement (“Agreement”) pursuant to Wis. Stat. §66.0301 amending the by-laws creating and governing the Baraboo Area Joint Fire and Emergency Medical Services District (“Joint District”) created and effective, January 1, 2023. This Agreement supersedes any prior agreement with respect to the operation of the Baraboo District Ambulance Service. The purpose of this Agreement is to create a joint district for the Member towns, village, and city for fire suppression and related activities pursuant to Wis. Stat § §60.55(1), 61.65(2)(a), and 62.13(8) and for emergency medical services pursuant to Wis. Stat. 256.12(2)(a).

**2. MEMBERS.** The Members of the Joint District (the “Members”) include the following cities, villages, and towns:

- A. The City of Baraboo
- B. The Village of West Baraboo
- C. The Town of Baraboo
- D. The Town of Fairfield
- E. The Town of Greenfield

This Agreement shall remain in full force and effect until it is terminated pursuant to the provisions set forth in Article IX or amended pursuant to Article XI. The Members agree to adopt such ordinances or resolutions necessary for the creation, management and operation of the Joint District.

## II. JOINT DISTRICT COMMISSION

1. **COMPOSITION.** The Joint District will be governed by a Commission (the “Commission”) consisting of eight (8) voting Commissioners and one (1) non-voting Commissioner. Four Commissioners shall be appointed by the City of Baraboo. One Commissioner shall be appointed by each of the other Members. The non-voting Commissioner shall be appointed by St. Clare Hospital, or its designee
2. **APPOINTMENT.** The Commissioners shall be appointed as determined by the respective Member. Each Commissioner shall serve at the pleasure of the Member that appointed the Commissioner. Members shall notify the Commission in writing on or before June 1 of the year in which the Commissioners begin their appointments to the Commission. Commissioners shall make a good faith effort to attend every Commission meeting. If a Commissioner is absent from three consecutive meetings, the Commission shall notify the Member's appointing municipality to take such action as deemed appropriate by the Member.
3. **TERM.** The term for each appointed Commissioner shall be determined by the appointing municipality. The term of office shall begin as of the Commission’s annual meeting. The initial term shall start on January 1, 2023, but shall be considered for purposes of this section to have commenced as of the annual meeting in June 2023.
4. **VACANCIES.** A municipality shall fill any vacancy in its representation on the Commission within sixty (60) days of the creation of the vacancy. Vacancies may be created by the death, resignation, or removal of the appointee by the respective Member.

5. **COMPENSATION.** Commissioners shall be compensated as determined by the Commission. All payments of compensation to Commissioners shall be charged against the Commission's budget.

6. **INDEMNIFICATION.** The respective Member shall indemnify and hold Commissioners harmless with respect to any actions taken within the scope of their service as Commissioners pursuant to state law.

### III. OFFICERS

1. **ELECTIONS.** The Commission shall elect from the appointed Commissioners a President, a Vice President, a Secretary, and a Treasurer. The Commission may combine the offices of Secretary and Treasurer. Officers shall hold office for a one-year term. Officers shall be elected at the annual meeting. Each officer shall be elected by a majority of all Commissioners present at the annual meeting.

2. **RESIGNATION AND REMOVAL.** Officers serve at the Commission's pleasure and any officer may be removed from office by majority vote of all Commissioners. Any officer may resign at any time by giving written notice to the Commission. Such resignation shall take effect on the first Commission meeting following receipt of such notice. Any officer vacancy shall be filled by Commission election. The elected officer shall serve for the remainder of the term of the replaced officer.

3. **DUTIES.** The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Commission; shall see that the orders and resolutions of the Commission are carried out; shall sign all contracts, agreements, leases, mortgages, deeds, promissory notes and other written instruments; participate in the annual audit; and discharge such other duties as may be required by the Commission.

(b) **Vice President.** The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required by the Commission

(c) **Secretary.** The Secretary shall oversee the recording of Commission votes and the keeping of minutes for all Commission meetings and proceedings; shall oversee Commission compliance with the Wisconsin Open Records and Meetings Laws; shall verify that Commission meeting notices are served on all Commissioners and Members; shall ensure that records of the Joint District Members and current addresses are maintained; shall countersign all documents; and shall perform such other duties as may be required by the Commission. The Secretary shall serve as Treasurer in the Treasurer's absence.

(d) **Treasurer.** The Treasurer shall at each meeting provide a report to the Commission on the collection and investment of Joint District funds and an accounting of all Joint District transactions, including monies received and dispersed by the Joint District; sign, endorse in the name of the Commission all notes, drafts and other orders for payment of money as permitted; report on the Joint District's finances at each regular Commission meeting and at such other times as required by the Commission; direct preparation of reports and accountings by Joint District management; participate and report on the annual audit and on the year-to-date budget requirements; and provide such other reports and perform such other duties as may be required by the Commission.

The City Administrator or designee shall assist the Treasurer in his/her reporting obligations to the Commission and shall perform all accounting and financial services for the Commission consistent with the Commission budgets, produce necessary reports for Commission review, and arrange for and oversee an annual audit of Commission finances

and accounting records. The City's accounting services will be expensed through the Commission's annual operating budget.

#### **IV. POWERS AND DUTIES OF COMMISSION**

- 1. LIMITATION.** The powers of the Commission are limited to those powers expressly granted by this Agreement.
- 2. MANAGEMENT OF SERVICE.** The Commission shall govern, manage, direct and supervise Joint District's operations and carry out the provisions of this Agreement, except as delegated to the Personnel Committee below. Consistent with the provisions of this Agreement, the Commission shall adopt such rules, policies and regulations as are necessary to carry out its responsibilities. In implementing and enforcing its responsibilities under this Agreement, the Commission shall receive the Chief's advice in all matters germane to the Joint District's technical operations and rely upon the Chief's expertise as appropriate under the circumstances. The Commission shall develop and annually update the Joint District long-range plan.
- 3. EQUIPMENT.** The Commission shall oversee the acquisition, maintenance, replacement and upgrading of all fire and ambulance equipment. The Chief may purchase, lease or otherwise acquire equipment he/she deems necessary or expedient for the operations of the Joint District, provided sufficient funds have been budgeted. Equipment costing in excess of \$10,000 shall require prior authorization of the Commission.
- 4. RECORDS.** The Commission shall see to it that complete and accurate records are kept and maintained of all income and expenditures arising from the operation of the Joint District, to see to an annual audit of the service accounts by hiring a reputable certified public accounting firm experienced in conducting municipal audits, and to prepare an annual report of ambulance operations.

5. **FEES.** The Commission shall set fees for the Joint District. Fees shall be reviewed at least annually. Each Member entitled to 2% fire protections fees pursuant to Wis. Stat. §101.575 shall assign those fees to the Commission.

6. **BUDGET.** The Commission shall adopt a budget pursuant to Article VI showing estimated income and expenditures of the service and setting proposed assessments. The Commission may expend funds or authorize purchases in such amounts as authorized by the budget. All notes, drafts and other orders for payment of money shall be signed by the President and Treasurer. All purchases shall be accomplished in compliance with Wis. Stat. § 19.59.

7. **EMPLOYEES.** The Commission shall employ such persons as deemed necessary by the Commission and compensate such employees on terms as approved by the Commission within the scope of the annual budget and pay any and all employer taxes that may arise out of their employment.

The Commission shall hire a Chief who shall report to the Commission. The Chief shall hold the position until resignation, death, disability, retirement or removal as permitted by law pursuant to Wis. Stat. §62.13(5). The Chief shall be responsible for all job duties set forth in the Commission-approved job description, including hiring, discipline and termination. A vacated position authorized by the annual operating budget may be filled by the Chief, unless the Commission directs otherwise. Any employees hired by the Chief shall be Commission employees and not Member employees. The hiring of firefighters and EMTs/paramedics shall be governed by Wis. Stat. §62.13(4). The suspension, demotion or termination of firefighters and EMTs/paramedics shall be governed by Wis. Stat. §62.13(5). The Personnel Board (see Article IX) shall be in charge of hiring and discipline governed by Wis. Stat. §62.13(4) and (5).

8. **SALARIES.** The Chief shall establish salaries, personnel rates, or any other employee benefits as approved by the Commission.

**9. SUPERVISION.** The Commission shall review the Chief's performance at least on annual basis, shall oversee the Chief's administration of Joint District personnel matters, and shall receive at each regular meeting the Chief's report of District operations.

**10. CONTRACTS.** The Commission may enter such contracts as are necessary to carry out Commission duties and responsibilities that are within the scope of the annual and capital budgets.

**11. LEGAL COUNSEL.** The Commission shall retain legal counsel to advise the Commission on matters concerning the Commission and Joint District operations.

**12. INSURANCE.** The Commission shall procure and maintain insurance coverage, including general liability, vehicle, workers' compensation, property and casualty, employment liability, and Directors' and Officers' coverages, naming the Members as additional insureds. The liability policies shall have a minimum coverage of Five Million Dollars (\$5,000,000). The Commission shall provide copies of the policies to the Members.

**13. CONTRACTS FOR SERVICE.** The Commission in its discretion may approve and enter into contracts for service with non-Member municipalities or other non-participating groups. Such contracting parties shall be known as Subscribers. Through such contracts Joint District may provide fire suppression and/or ambulance services to a Subscriber for a set annual fee or any other basis deemed appropriate by the Commission. A Subscriber for service would hold no ownership interest in any assets on the Joint District, would have no voting rights as a Member, and would not be entitled to representation of the Commission. No contract for service may be entered if it would impair the ability of the Joint District to provide fire suppression and/or ambulance service to Joint District Members. The Commission may enter into reciprocal agreements with other governmental units and municipalities for the purpose of assisting in larger incidents or situations (e.g., Mutual Aid, Automatic Mutual Aid and MABAS).

**14. DEPOSITORIES.** The Commission shall designate one or more public depositories for depositing Commission funds and for any other purpose permitted by law, as governed by Chapter

34, Wis. Stats. The Joint District shall utilize direct deposit accounts for payroll purposes and may use electronic payment for other expenditures as approved by the Commission.

**15. ACCOUNTING.** The Commission shall maintain a system of accounting in conformity with Generally Accepted Municipal Accounting Principles, the Government Accounting Standards Board, and state law as appropriate for its operations.

## **V. COMMISSION MEETINGS**

**1. REGULAR MEETINGS.** The Commission shall hold an annual meeting in June at which it seats new Commissioners and elect its officers. Thereafter, the Commission shall meet as often as necessary for the transaction of its normal business, but not less than quarterly

The Commission President shall prepare the agenda for each meeting in consultation with the Chief. Any two Commissioners may request an item to be placed on the agenda provided such request is made at least forty-eight (48) hours prior to the meeting.

**2. SPECIAL MEETINGS.** Special meetings of the Commission may be called at any time by the President or by written request to the President by at least three (3) Commissioners or by a majority vote of the Commission at a Commission meeting.

**3. MEETING REQUIREMENTS AND QUORUM.** The Commission shall only act at meetings convened within the requirements of the Wisconsin Open Meetings Law. Meetings shall take place at a location within the District. A majority of the voting Commissioners then serving shall constitute a quorum regardless of the number of votes possessed (i.e. five Commissioners based on the current membership of eight Commissioners with no vacancies). The Commission may adopt a policy permitting the attendance by some or all of its members remotely. Meetings shall be governed by latest edition of Robert Rules of Order. Minutes shall be kept of all actions taken and matters discussed at every Commission meeting and shall be approved by the Commission at its

next meeting. Approved Commission minutes shall be provided to the Members within ten (10) days of approval.

**4. VOTES OF THE COMMISSION.** If a quorum of Commissioners is present, then a majority of the members represented at the meeting shall be the act of the Commission.

**5. SUPERMAJORITY VOTES REQUIRED.** Notwithstanding the provisions of subsection 4 above, the following actions of the Commission shall require the affirmative vote of at least two-thirds of the entire Commission (notwithstanding absences or vacancies).

- a. Borrow money or otherwise incur indebtedness;
- b. Purchase land;
- c. Purchase buildings;
- d. Construct buildings;
- e. Enter any lease or other contract for a term of longer than one (1) year;
- f. Approve and amend the annual budget pursuant to section VI.1. below;
- g. Approve and amend the capital budget pursuant to section VI.4. below;
- h. Approve any expenditure in excess of \$10,000; and
- i. Amend this Agreement.
- j. Terminate the Joint District pursuant to section I.X. below.

## **VI. EXPENDITURES AND BUDGET**

**1. PREPARATION.** Prior to the first day of September of each year, the Commission shall submit to all Members a proposed budget. The proposed budget shall include an estimate of expenses for the Joint District operations necessary for the ensuing year, including the lease of a building to house Commission operations and insurance costs and expenses associated with the repair, maintenance, and replacement for any equipment with a life expectancy of five (5) years or less or

a replacement cost of fifty thousand dollars (\$50,000.00) or less. The proposed budget shall also include projected receipts from users of the Joint District and the 2% fees received and assigned by the Members. The projected receipts shall be deducted from the total budget amount and upon approval of the budget the balance shall be assessed to all Members. Any input from the Members on the budget must be provided in writing to the Commission on or before the fourth Wednesday in September. The Commission shall adopt its budget on or before November 1 and submit that budget to the Members within three (3) working days of adoption.

**2. ASSESSMENTS.** Each Member shall be responsible for a proportionate share of the Commission approved budgets amount based upon sum of the amounts established for each Member under the following formulas:

- Member shares for the fire department budget shall be based upon an averaging of the relative percentages of each Member's population, equalized value, and calls for service compared to the total population, equalized value, and calls for service of all Members. The population and equalized value shall be determined based upon the certified population and equalized value of each Member for the preceding year. The calls for service shall be based upon an average over the preceding three years. Fire calls shall be measured based upon calls reported in the National Fire Incident Reporting System or any successor report. EMS calls for service shall be based upon departmental run sheets, excluding inter-facility transfers and blood draws.
- Member shares for the EMS budget shall be based upon an averaging of the relative percentages of each Member's population and calls for service compared to the total population and calls for service of all Members. The population shall be determined based upon the certified population of each Member for the preceding year. The calls for service shall be based upon an average over the preceding three years. Fire calls

shall be measured based upon calls reported in the National Fire Incident Reporting System or any successor report.

An example of the proportionate share calculation is appended to this Agreement.

**3. CAPITAL BUDGET.** Within the same time frame and by the same process as set forth for the annual budget, the Commission shall adopt by super majority a capital budget for the succeeding five (5) years of expected expenditures for purchases, construction, repair, and renovation of real property and/or equipment with a life expectancy of greater than five years or a replacement cost of fifty thousand dollars (\$50,000.00) or more. The Capital Budget shall be funded in a manner determined by supermajority by the Commission at the time of its adoption. Funding for capital purchases may be accomplished by any of the following options:

- a. By way of an annual assessment in the annual operating budget with funds deposited in the Reserve Fund to be used for subsequent purchases;
- b. By fundraising efforts;
- c. By lump sum payment assessed to the Members in addition to the annual operating budget;
- d. By borrowing funds and assessing the Members in the annual operating budget for the amortized principal and interest payments; or,
- e. The adoption of user or other fees by the Municipalities.

Different funding options can be used for individual, grouped or all of the contemplated expenditures in the Capital Budget.

**4.** Each Member shall pay its proportionate share of the approved annual operating budget as follows: one-half of the amount due shall be paid by February 15<sup>th</sup> and the balance shall be paid by August 15<sup>th</sup> of each year. Assessments for the capital budget will be determined by the Commission.

**5. ADMINISTRATION OF THE ANNUAL BUDGET.** Once approved, the Commission shall administer the approved annual operating budget. Funds designated for expenditure in the

annual operating budget cannot be used for capital budget items without prior approval of the Members. The Commission may make such other amendments to the annual operating budget to the extent funds are available from the approved budget. Prior to the adoption of the succeeding year's annual operating budget, the Commission shall review the current year's annual operating budget and reconcile and approve changes in revenue and expenditures from the approved annual operating budget. Amendments to the operating budget shall be forwarded to the Members at the time of their adoption.

## **VII. ASSETS AND LIABILITIES**

**1. OWNERSHIP.** All equipment, vehicles, and other property held, acquired or purchased by the Commission shall be Joint District property. Ownership of all such property shall be titled in the Baraboo Area Joint Fire and Emergency Medical Services District. All donations to the Joint District must be formally accepted by the Commission. Once accepted, all donations to the Joint District become Joint District assets. All Joint District assets shall only be used for Joint District purposes and not for personal use. The City shall construct and own the buildings which house Joint District operations and shall lease those premises to the Commission by written lease, a copy of which is found as an addendum to this Agreement.

**2. EQUITABLE INTEREST.** Members of the Joint District shall have an equitable lien in the net equity value of the Joint District in an amount proportionate to the relative contributions of each. At the commencement of this Agreement, the City and Village will transfer all of the vehicles and equipment of the City of Baraboo Fire Department to the Baraboo Joint Fire and Emergency Medical Services District. The City and Village will establish the fair market value of the transferred assets, less outstanding debt, to be used in the calculation of its net equity interest, subject to challenge by any Member pursuant to the process set forth in Article X, Section 5. The Commission shall keep records necessary to determine the proportionate equity interest of each Member and must annually

calculate the Commission's net equity based upon fair market value of its assets, less outstanding debt. Property acquired at a purchase price of \$10,000 or less shall be treated as an expense in the year of purchase with no remaining fair market value. The Commission shall designate upon purchase whether an asset is acquired at a purchase price above that amount.

**3. CONTROL OF PROPERTY.** The Commission shall have exclusive charge and custody of all property and equipment owned or leased by it. The proceeds of the sale of any Joint District asset shall be deposited in the Joint District general account.

**4. ACCOUNTS.** All monies of the Commission shall be kept segregated under the supervision of the Commission Treasurer appointed under section III.3. (d).

**5. EXPENDITURES.** The Commission shall have exclusive oversight of the expenditures of Joint District funds. Joint District staff shall list all expenditures with the names of the payees, the amount of each expenditure and, where not apparent, the purpose of the expenditure. The Commission shall create a Finance Committee which shall review Joint District expenditures prior to each meeting to confirm the appropriateness of such expenditures under the approved budgets and report on such review to the Commission at the Commission's next scheduled meeting.

**6. SURPLUS EQUIPMENT.** The Commission may designate Joint District property other than real estate or buildings, as surplus property if it is no longer necessary for Joint District operations, or cannot reliably or economically perform the work required of it. Upon such designation, the Commission shall determine the method of disposition of the surplus property. Methods of disposition include, but are not limited to; disposal, salvage, donation, negotiated sale, sale by sealed bid, public auction, online sale, and online auction site. The Chief shall be responsible for disposing of the property in the manner designated by the Commission. The proceeds of the sale of any surplus equipment shall be deposited in the Commission's general account.

Notwithstanding the above, for any such property with an estimated value of \$5,000 or less the Chief may designate the property as surplus and the method of disposition. The Chief shall

provide a report to the Commission on an annual basis, or more frequently if requested by the Commission, identifying all property designated as surplus, the reason for dispositions, method of disposition and amount received if any. Commission members, Joint District employees or Member officials or employees shall not receive surplus property except if the disposition is through a public sale.

### **VIII. NEW MEMBERS**

**1. ADMISSION.** The Commission may, by majority vote, admit new municipalities to the Joint District. Such new Members are subject to all Joint District rules, regulations and Bylaws and be required to become a signatory to this Agreement.

**2. PURCHASE REQUIREMENTS.** Each new Member shall purchase an ownership share of Joint District assets. Assets shall be valued by the Commission at their fair market value, less outstanding debt, as of the date of new Member entry. The Commission, in its discretion, may defer payment of such amounts upon such terms and conditions as may be approved by the Commission. In such event, no payment of equity interest as set forth in section X.3. below, shall be issued until the capital purchase amount is first deducted.

### **IX. PERSONNEL BOARD**

**1. Duties.** A Personnel Board shall be appointed as set forth below for the purpose of exercising the duties of a board of police and fire commissioners under Wis. Stat. §§ 62.13(3), (4), and (5) related to the hiring and discipline (demotion, suspension or termination) of the Chief and subordinates.

**2. Composition.** The Personnel Board shall be comprised of five (5) voting members all having one vote. Each Board member shall serve a five (5) year term and no Board member may be an employee of the fire or EMS department, an elected or appointed official of any of the

Members or a member of the City of Baraboo Police Commission. The Personnel Board will be comprised of two (2) residents from the City of Baraboo, one (1) resident from the Town of Baraboo, and two (2) residents from the Village of West Baraboo and the Towns of Fairfield and Greenfield (“rotating positions”). The initial terms filled by the Village of West Baraboo and the Town of Fairfield. After the initial Town of Fairfield term is completed, the Town of Greenfield shall appoint the successor. Upon the completion of the Village of West Baraboo’s initial term, the Town of Fairfield shall appoint the successor. Future appointments shall follow this rotating pattern.

**3. Appointment.** The Personnel Board members shall be appointed by their respective municipality. The initial appointments shall be as follows: City of Baraboo – five (5) year term; Village of West Baraboo – four (4) year term; City of Baraboo – three (3) year term; Town of Baraboo – two (2) year term; and Town of Fairfield (1) year term. The initial terms shall begin on January 1, 2023, but for purposes of measuring the length of the term shall be deemed to commence from the date of the annual meeting in June 2023. Thereafter, the Commission shall appoint a replacement from the municipality of the expiring term for a five (5) year term.

**4. Compensation.** Personnel Board members shall be compensated as determined by the Commission. All payments of compensation to Personnel Board members shall be charged against the Commission’s budget.

**5. Officers.** The Personnel Board shall elect from its members a President and a Secretary at its first meeting and then at an annual meeting held in June of each year. The President shall coordinate with the Chief to set the agendas, preside at all Personnel Board meetings, and exercise all statutory duties of the President. The Secretary shall preside at all meetings in the absence of the President, keep the written records of Personnel Board meetings, and exercise all statutory duties of the Clerk.

**6. Meetings.** Personnel Board meetings shall be governed by these by-laws with the

exception of voting and voting rights.

**7. Operating Rules.** The Personnel Board may adopt rules and procedures to govern its hiring and disciplinary functions consistent with Wis. Stat. § 62.13((3), (4), and (5) and subject to Commission approval.

**8. Budget.** The Personnel Board will provide the Chief with its anticipated budgetary needs for the succeeding year prior to August 1 of each year so that the Chief can submit that information to the Commission for preparation of the Commission budget under Article VI.

## **X. TERMINATION**

**1. VOLUNTARY.** Any Member may terminate membership in the Joint District by giving written notice to the Secretary of the Commission not later than September 30th, with the termination being effective at the end of the next succeeding year (e.g. notice is given on September 30, 2020, termination would be effective at the end of 2021). The amendment of service boundaries of any Member shall not constitute a withdrawal or otherwise implicate any payment. A terminating Member shall remain liable for its assessed share of operating costs for the remainder of that year and the next succeeding year but not thereafter. Such Member shall be liable for any negative net equity as set forth below in subsection 3 of this section.

**2. EJECTMENT.** Any Member that fails to pay its assessed share of the approved budget on or before the due date of any year shall be in default. Upon default, the Commission shall send a notice of default to that member and demanding payment within thirty (30) calendar days of the date of the letter. If the defaulting members does not cure the default by that date, the Commission may suspend all services to that member and/or terminate that member's membership in Joint District ninety (90) calendar days after the expiration of the cure period. In the event of termination of fire suppression and ambulance services, the defaulting Member shall remain liable for its assessed share

of operating costs for the entire year of termination together with interest at the annual rate of 12% until paid, and reasonable attorney fees incurred by the Commission in any legal action to collect such amounts owed. Such Member shall also remain liable for liabilities as provided in subsection 3 below of this Section.

**3. MUTUAL TERMINATION OF JOINT DISTRICT.** The Joint District may be terminated by the super majority vote of the Members. Upon termination of the Joint District, its assets, including those acquired by gift or donation, shall be liquidated and the money remaining after payment of all of its obligations shall be distributed to the municipalities which are then Members according to the membership share of the assets.

**4. RIGHTS AND OBLIGATIONS ON TERMINATION.** Any Member whose membership in the Joint District is terminated, shall remain entitled to, or obligated for, its proportionate share of net equity. Net equity may be either positive or negative and shall be computed as outlined below in subsection 4 of this section. If net equity at the time of termination is above zero, the terminating Member shall be entitled to payment as provided below. Payment shall be made within five years of the date of termination. The withdrawing municipality shall remain liable for its percentage of any adverse claim asserted against the Joint District which occurred during the time the withdrawing municipality was a Member of the Joint District.

If net equity is below zero the terminating Member shall be obligated to pay the Joint District a portion of the negative net equity as defined below. For purposes of this Section, “proportionate share” is the percentage calculated under Article VI, Section 2 of the terminating Member (using a formula which includes population, calls for service, and assessed value) multiplied by an assigned termination assessment of 20% multiplied by the net equity amount. [By way of example, if at the time of termination, the Member’s proportionate share as determined under Article VI, Section 2 is 7% and negative net equity is determined to be \$1 million dollars the calculation would be:  $0.2 \times 0.07 \times 1,000,000 = \$14,000$ ]. As provided in section VIII.2., any unpaid capital purchase amount

shall be first deducted before compensation is issued. Amounts due to, or from, a withdrawing Member shall be paid within five years from the date of termination.

**5. NET EQUITY DETERMINATION.** “Net equity” shall equal the fair market value, less outstanding debt, of all Joint District property less the total of all unpaid mortgage balances, loan balances, lease balances, liens and all other debts and obligations of the Joint District. The fair market value of assets and outstanding liability balances shall be determined by the Commission based upon the net equity established under Section VII (2), above, updated to the date of withdrawal. The Generally Accepted Accounting Principles in place at the end of the fiscal year shall govern all calculations. Assets shall include, but not be limited to, cash, accounts receivable, less allowance for doubtful accounts, real property, and equipment. Equipment shall include all tangible property.

Any Member may request a third-party auditor to review the net equity value established by the Commission. If a Member chooses a third-party auditor, that Member shall be responsible for the costs. The value of the property and equipment will be valued at the existing value as of the date of the withdrawal. Equipment value shall be calculated as the purchase price, less the value of gifts or grants applied to the original purchase of the equipment and less depreciation using straight line depreciation as determined by the auditors. The value of real property shall be valued based on its fair market value, less outstanding debt, as of the date of withdrawal. Any item with an anticipated useful life of less than a year will be considered an operating expense. Any disputes between the net equity value determined by the Commission and by the third-party auditor shall be resolved by arbitration under Section XI, below.

## **XI. DISPUTE RESOLUTION**

- 1. INFORMAL DISPUTE RESOLUTION.** If any Member has a dispute concerning any of the matters of this Agreement, the Member asserting the dispute shall first seek to have the matter resolved informally by providing the other party(ies) with a written notice stating the nature of the dispute. If informal resolution is not reached within sixty (60) days from the date of the notice, the Municipalities agree to mediate the dispute.
- 2. MEDIATION.** The parties agree to name a mediator within fourteen (14) days of the expiration of the time period to reach informal resolution. If no mediator is agreed upon within said fourteen (14) days, each party shall name a third-party and the third-parties so named shall pick a mediator within ten (10) days. The parties shall present their dispute to the mediator within sixty (60) days of the mediator being named. Nothing in this provision shall preclude any party from filing a notice of claim or taking other action required by statute to preserve its rights under applicable notice of claim statutes. The mediator shall not have the authority to add, change, alter or modify any of the terms or provisions of this Agreement. The expense of the Mediator shall be divided equally between the Members.
- 3. ARBITRATION.** If any matter submitted to mediation cannot be resolved through mediation, any party may seek arbitration of the issue. That party shall notify the other parties in writing of its intent to seek arbitration concerning the matter within fourteen (14) days of the conclusion of mediation. The parties will attempt to reach agreement on an arbitrator to decide the dispute. If they are unable to do so within five (5) business days of the notice of intent to arbitrate, the party seeking arbitration shall petition the Sauk County Circuit Court for appointment of an arbitrator. All other aspect of the arbitration shall be pursuant to Wis. Stat. Chapter 788, unless otherwise agreed to by the parties. The arbitrator shall not have the authority to add to, change, alter, or modify any of the terms or provisions of this Agreement. The arbitrator's decision shall be final

and binding upon the parties. Each Member shall bear equal costs of any arbitration proceeding. The expenses of the arbitrator shall be borne by the non-prevailing party or parties on material issues.

## **XII. MISCELLANEOUS PROVISIONS**

- 1. SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase of this Agreement.
- 2. AMENDMENTS.** Amendment(s) to this Agreement shall require a super majority vote of all Commissioners supported by a certified copy of a resolution duly adopted by each municipality.

**Budget**

Total Service Area Operations =	\$574,953.60
Total =	\$574,953.60

**Step 1**

	Total Calls	Population
<b>C Baraboo</b>	1746	12703
<b>V West Baraboo</b>	186	1630
<b>T Baraboo</b>	226	1813
<b>T Fairfield</b>	88	1082
<b>T Greenfield</b>	68	910
<b>T Sumpter</b>	0	0
<b>T Excelsior</b>	0	0
<b>Total</b>	<b>2314</b>	<b>18138</b>

**Step 2**

	%Total Calls	%Population	AVG
<b>C Baraboo</b>	75.45%	70.04%	72.74%
<b>V West Baraboo</b>	8.04%	8.99%	8.51%
<b>T Baraboo</b>	9.77%	10.00%	9.88%
<b>T Fairfield</b>	3.80%	5.97%	4.88%
<b>T Greenfield</b>	2.94%	5.02%	3.98%
<b>T Excelsior</b>	0.00%	0.00%	0.00%
<b>T Sumpter</b>	0.00%	0.00%	0.00%

**Calculations**

	C Baraboo	V West Baraboo	T Baraboo	T Fairfield	T Greenfield	T Excelsior	T Sumpter	
<b>Total Calls Share</b>	\$216,912.05	\$23,107.47	\$28,076.82	\$10,932.57	\$8,447.89	\$0.00	\$0.00	
<b>Population Share</b>	\$201,335.20	\$25,834.56	\$28,735.00	\$17,149.07	\$14,422.97	\$0.00	\$0.00	
<b>Total</b>	<b>\$418,247.25</b>	<b>\$48,942.03</b>	<b>\$56,811.82</b>	<b>\$28,081.64</b>	<b>\$22,870.87</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$574,953.60</b>

**Budget**

Total Service Area Operations = \$611,643.00  
 Total = \$611,643.00

**Step 1**

	Equalized Value	Total Calls	Population
	Value *		
<b>C Baraboo</b>	\$ 1,154,957,000.00	251	12703
<b>V West Baraboo</b>	\$ 156,260,300.00	37	1630
<b>T Baraboo</b>	\$ 272,299,400.00	69	1813
<b>T Fairfield</b>	\$ 152,129,500.00	26	1082
<b>T Greenfield</b>	\$ 156,218,000.00	23	910
<b>T Sumpter</b>	\$ -	0	0
<b>T Excelsior</b>	\$ -	0	0
<b>Total</b>	<b>\$ 1,891,864,200.00</b>	<b>406</b>	<b>18138</b>

**Step 2**

	% EV	%Total Calls	%Population	AVG
<b>C Baraboo</b>	61.05%	61.82%	70.04%	64.30%
<b>V West Baraboo</b>	8.26%	9.11%	8.99%	8.79%
<b>T Baraboo</b>	14.39%	17.00%	10.00%	13.79%
<b>T Fairfield</b>	8.04%	6.40%	5.97%	6.80%
<b>T Greenfield</b>	8.26%	5.67%	5.02%	6.31%
<b>T Sumpter</b>	0.00%	0.00%	0.00%	0.00%
<b>T Excelsior</b>	0.00%	0.00%	0.00%	0.00%

**Calculations**

	C Baraboo	V West Baraboo	T Baraboo	T Fairfield	T Greenfield	T Sumpter	T Excelsior	
<b>Equalized Value Share</b>	\$124,466.54	\$16,839.74	\$29,344.96	\$16,394.58	\$16,835.18	\$0.00	\$0.00	
<b>Total Calls Share</b>	\$126,044.66	\$18,580.29	\$34,649.73	\$13,056.42	\$11,549.91	\$0.00	\$ -	
<b>Population Share</b>	\$142,788.64	\$18,322.09	\$20,379.11	\$12,162.27	\$10,228.90	\$0.00	\$ -	
<b>Total</b>	<b>\$393,299.84</b>	<b>\$53,742.12</b>	<b>\$84,373.79</b>	<b>\$41,613.27</b>	<b>\$38,613.99</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$611,643.00</b>

Note 1: \* Note: to use this spreadsheet simply fill in the data in the yellow sections. The formulas will do the work for you.

Note 2: This formula gives equal weight to the three areas of EV, Total Calls and Population