

AGREEMENT FOR THE PROVISION OF FIRE AND EMERGENCY MEDICAL SERVICES FROM THE VILLAGE OF PALMYRA TO THE TOWN OF PALMYRA

AGREEMENT made this 10th day of December, 2022, between the Village of Palmyra (Village) and the Town of Palmyra (Town).

WHEREAS, §60.55, Wis. Stats., authorizes several methods by which a town may provide fire protection services, and §60.565, Wis. Stats., authorizes several methods by which a town may provide ambulance (and emergency medical) services, including contracting with another municipal entity; and

WHEREAS, the Town is immediately adjacent to the Village and the Village has been providing fire protection and emergency medical services to its residents with coverage 24 hours a day, seven days a week since January 1, 2012 and intends to continue doing so; and

WHEREAS, the Village is willing and able to provide fire protection and emergency medical service to the Town, with staff licensed and certified as required by State laws, with coverage 24 hours a day seven days a week as provided within their own municipal boundaries, under the terms of this agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration the parties agree:

I. DEFINITIONS

For this Agreement, these definitions shall apply:

“Annual Fee” means the amount paid by the Town to the Village for Fire and Emergency Medical Service rendered pursuant to this Agreement.

“Fire and Emergency Medical Service” means fire protection, rescue operations, emergency medical and paramedic services, water rescue, Haz-Mat (level B and C) services, fire prevention and education, and fire inspections.

II. SERVICES PROVIDED

The Village shall provide the Town with Fire and Emergency Medical Service at the same level of services as provided by the Village within its own boundaries.

III. FEES

Upon execution of this Agreement, the Town shall pay the balance due for services provided in 2022 in the amount of \$73,842, the remaining balance of the \$181,991 charge for service.

The Annual Fees during the term of this Agreement shall be based upon the following formula:

Call Volume (50%) and Equalized Value (50%) applied to the 2021 data. Applying this formula to the 2021 data, call volume for the Town was 35.98% and the Town accounted for 63% of the combined equalized value. Accordingly, the Town cost share is 49.5%.

$$.50*35.98+.50*63$$

Total expenses for 2023 through 2025 (net of Revenue) for the term of this Agreement will be fixed at:

2023 \$445,689

2024 \$481,344

2025 \$505,411

Town payments based on 49.5% of expenses will be fixed at:

2023 \$220,616

2024 \$238,265 (+8%)

2025 \$250,178 (+5%)

Payments shall be made in four installments quarterly (January 15th, April 15th, July 15th and October 15th).

IV. LIABILITY AND INDEMNIFICATION

A. All wage and disability payments, pension claims, damage to equipment and clothing, and medical expense for the services to be provided by the Village under this Agreement shall be paid by the Village, it being understood and agreed that members of the Village Fire and EMS Department are the employees of the Village and are not agents or employees of the Town.

B. Neither the Town nor the Village shall be responsible for the willful or negligent acts of the other and shall indemnify the other from any claims related thereto.

C. The Town shall name the Village and the Village shall name the Town as an additional insured on their respective policies of general liability coverage and their respective automotive policies to protect risks assumed under this Agreement, as long as coverage is available at a cost that both parties agree is reasonable. The insurance shall provide coverage on an occurrence basis and shall be continuously in force and effect during the term of this Agreement. The insurance shall be evidenced by a delivery to the Town and to the Village of a current certificate of insurance requiring 30 days' notice of cancellation or non-renewal. Such insurance shall provide coverage limits in the amount of \$1,000,000 per occurrence and \$5,000,000 in the aggregate. Should coverage at these limits become unavailable, the parties agree that the limits may be adjusted to the limits of coverage applicable to the general liability policies issued to the Town and Village.

V. TERM AND TERMINATION

A. This Agreement shall become effective on January 1, 2023 and shall be in force for three (3) years thereafter, subject to termination as provided for herein.

B. The Town or Village may terminate this Agreement for any reason by providing written notice of termination addressed to the clerk of the other municipality. The termination shall then be effective 365 days from the date of notice.

VI. TOWN DRY HYDRANTS

The Village shall conduct an annual test of dry hydrants in the Town providing that 1.) the hydrants are owned by the Town, or the owners have an agreement in place with the Town for their use, 2.) hydrants are permitted by the DNR, and 3.) hydrants are functioning properly. Once these conditions are met and documentation is provided to the Village, the annual testing will be done by the Village Fire Department.

VII. REPORTS

- A. Upon request, the Village shall provide the Town with a current list of all vehicles maintained by the Village for the provision of Fire/EMS Services.
- B. The Village will annually provide a report to the Town listing all call responses for the prior year. The report will distinguish between Fire and EMS calls and include the date, time, and street/road of the response. The report shall be provided on or before January 31 of each year.
- C. The Village will provide annually, a list of names of Fire and EMS Employees.

VIII. JOINTLY OWNED VEHICLES

All jointly owned vehicles will remain titled in the name of both the Town and the Village. The Village will retain sole discretion on the use and/or ongoing ownership or sale of those vehicles. If the jointly owned vehicles are sold, the funds will be divided and returned equally to each municipality.

IX. AMENDMENTS

The Municipalities may alter, amend and/or rescind all or any of the provisions of this Intermunicipal Agreement upon approval by both Municipalities.

X. ADDITIONAL PROVISIONS.

- A. **Binding Effect.** The terms and provisions of this Agreement shall be binding upon and shall be beneficial to the parties and to 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 party.
- B. **Rules of Construction.** The captions in this Agreement are inserted only as a matter of convenience and in no way affect the term or intent of any provision. 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 from 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 under 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, such provision shall be deemed void, but shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed modified and amended to comply 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. Force Majeure. The Village's failure to perform any term or condition of this Agreement as a result of conditions beyond its control, such as war, fires, floods, acts of God, governmental restrictions and power failures shall not be deemed a breach of this Agreement.

E. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding provision of Fire and Emergency Medical Services except for any amendments to this Agreement adopted under IX (AMENDMENTS) hereof. This Agreement supersedes all prior and contemporaneous agreements, statements, understandings and representations of the parties regarding the provision of Fire and Emergency Medical Services by the Village of Palmyra to the Town of Palmyra. No waiver or any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, 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.

F. 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 e-mail or by mail to the Municipal Clerk at the official municipal address.

G. Each party releases the other of and from any and all known and unknown claims, obligations, promises, agreements, and causes of action, in any way arising out of or related to provision of fire protection and emergency medical service to the Town and rights or obligations under prior agreements related thereto.

VILLAGE OF PALMYRA

Kathy Weiss
Village President, Kathy Weiss

Attest:

Laurie Mueller
Village Clerk, Laurie Mueller

TOWN OF PALMYRA

Larry Kau
Town Chairman, Larry Kau

Attest:

Laura Lowrey
Town Clerk, Laura Lowrey