

FIRE SERVICES AGREEMENT

This Agreement is made this 11th day of October, 2023 and effective November 1, 2023, by and between the Town of Springfield, a municipal entity located in Marquette County, Wisconsin (hereinafter "Town") and the Village of Westfield, a municipal corporation located in Marquette County, Wisconsin (hereinafter "Village") for fire protection services.

RECITALS

WHEREAS, pursuant to Section 60.55, Wisconsin Statutes, the Town is obligated to provide fire protection services within its municipal boundaries and may do so by contracting for fire services; and

WHEREAS, the Village is willing and able to serve the Town with fire protection services; and

WHEREAS, the Town desires to promote and make available adequate and reliable fire protection services to persons within the boundaries of the Town, and which primary services are described below and are covered by this Agreement, and the parties hereto have negotiated the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of their mutual promises and the terms and conditions described herein, the sufficiency of which is hereby mutually acknowledged, the Parties AGREE as follows:

1. Provisions for Services.

- a. The Village agrees to provide fire protection services to any and all persons in need of such services within the boundaries of the Town.
- b. The Town agrees that the Village will be the primary provider of fire protection services within the boundaries of the Town, and that the Village shall be the first fire protection service provider to be called upon to provide fire protection services with said primary service area. This shall not be interpreted to inhibit or prevent fire protection being provided by other departments through mutual aid.
- c. The Village shall furnish all fire inspections of nonresidential and multi-family residential buildings consisting of three or more dwelling units within the Town one time per year. The Town agrees to adopt an ordinance adopting such pertinent regulations as shall be necessary for the inspection and enforcement services to be performed under this Agreement.

2. Equipment and Personnel. In providing fire protection services, all equipment shall be properly approved and licensed by the Wisconsin Department of Safety and Professional Services, Division of Industry Services. All vehicles and equipment shall be owned and insured by the Village. The Village agrees to maintain all vehicles and equipment in good working order as required by law. The Village also agrees to maintain all necessary licenses for operation of the fire protection service. The following additional provisions shall apply:

- a. The Town agrees to transfer the titles to following vehicles to the Village by November 1, 2023:

- i. 2003 Pierce Kenworth Pumper (VIN 2NKMHZ8X23M384045)
- ii. 2006 Pierce Kenworth Tanker (VIN 2NKMLZ9X36M148103)
- iii. 2012 Ford 550 Wildland (VIN 1FDUF5HT6CEC73636)

- b. If any of the trucks listed under section 2.a., above, are sold during the initial term of the Agreement, then 70% of the net sale proceeds shall be distributed to the Town, and 30% of the net sale proceeds shall be distributed to the Village's truck and equipment reserve fund.
 - c. All vehicles utilized under this Agreement shall display lettering servicing the Town and the Village.
3. Payment. The Town agrees to pay a flat fee of \$34,000 for the fire protection services provided in 2024, 2025 and 2026. That fee shall increase to \$35,000 for 2027 and \$36,000 for 2028, and shall increase by \$1000 annually for each year that this Agreement is extended beyond 2028. The Town shall make payment to the Village on or before February 1st of each year.
 4. State Dues. The Town agrees to transfer all dues received under Wis. Stat. §101.573 to the Village, pursuant to Wis. Stat. §101.575(6)(b), by September 1st of each year, beginning on September 1, 2024.
 5. Springfield Fire Station. The Town agrees that the Village may use the Town's fire station located at W8094 Duck Creek Avenue, Westfield, WI 53964 for any fire protection related service under this Agreement, including the use of the well located at the station. The Town shall be responsible to pay all utilities and insurance for the fire station structure. The Village shall be responsible for the insurance covering all equipment and apparatuses stored in the fire station.
 6. Terms of Agreement. The initial term of this Agreement shall commence on November 1, 2023 upon full execution by the Town and the Village and shall end at 11:59 pm on December 31, 2028.
 7. Renewal. Upon the expiration of the then current term of the Agreement, this Agreement shall be automatically extended and renewed for an additional five (5) year term. The Village shall provide the Town with written notice of any proposed increase in yearly payment that would exceed \$1000.00 per year, before August 1, 2028 for the renewal of the initial term of the Agreement, and by August 1st in the last year of the then current agreement period for all additional renewals of the Agreement.
 8. Termination. This Agreement may be terminated by written notice of either party given to the other party by August 1, 2028 for the initial term of the Agreement, and by August 1st in the last year of the then current agreement period for all additional renewals of the Agreement.
 9. Non-Assignability. This is a personal service agreement between the Town and the Village. The Village may not assign any of the obligations or rights contained in this Agreement to any other party, without the prior written consent of the Town.
 10. Notices. Any written notice or demand hereunder shall be in writing and shall be served by ordinary mail, personal delivery, certified mail, return receipt requested.
 11. Service of Notices. Such notices shall be served or mailed as follows:

a. To the Village:

P.O. Box 250
129 E. Third Street
Westfield, WI 53964
Attn: Village Clerk

b. To the Town:

W8094 Duck Creek Avenue
Westfield WI 53964
Attn: Town Clerk

12. Time. Time shall be of the essence with regard to this Agreement.
13. Responsibilities. The Town is purchasing a service, and has no role in the performance of the service. As a result, the Village shall be solely responsible for all risks and liabilities arising out of this agreement, and shall insure against such risks accordingly. Nothing herein shall be interpreted to waive limitations provided per Section 893.80, Wisconsin Statutes and the other protections against municipal liability claims.
14. Amendment. This Agreement sets forth all of the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and recorded in writing and signed by the Village and the Town.
15. Severability. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.
16. Waiver. Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasions to insist upon or seek compliance with any such terms and conditions.
17. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect, as of the date hereof, which may affect the conduct of the services to be provided under this Agreement.

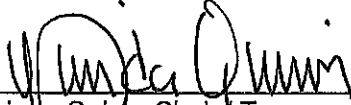
In Witness Whereof, the Parties have executed this Agreement as of the date set forth above.

VILLAGE OF WESTFIELD, WISCONSIN



Kristen Flyte, Village President

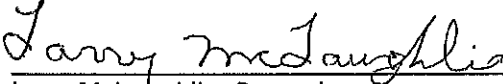
Attest:


Linda Quinn, Clerk & Treasurer

TOWN OF SPRINGFIELD, WISCONSIN


Terry Janke, Town Chairman


Byron Henke, Supervisor 1


Larry McLaughlin, Supervisor 2

Attest:


Megan Hockerman, Town Clerk