

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

AGREEMENT effective January 1, 2026, 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 contracted paramedic services, water rescue, Haz-Mat (level B and C) services, fire prevention and education, and fire inspections.

“Village Fire & EMS Department Budget” means the line-item detailed budget for the Village’s 800 Fund accounts and related Departmental Capital Expenditures, as may be amended from time to time.

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

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

Call Volume (33.333%), Equalized Value (33.333%), and Population (33.333%).

The formula for each ensuing year shall be calculated based upon calls between October 1 for the preceding year to September 30 of the current year. By way of example, for 2026 fees, the Call Volume shall be based upon actual calls between October 1, 2024, and September 30, 2025. The Equalized Value shall be based upon the current year, as of January 1st, as determined by the Wisconsin Department of Revenue. Population shall be based on estimates published by the Wisconsin Department of Administration Demographic Services Center, as of January 1st. On or before October 1st of the year prior to the ensuing year, the Village shall provide the Town with the Fire Fee Summary in the form attached hereto (Exhibit A). The Village Fire Department Budget for the ensuing year shall be set forth in the Fee Summary.

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

For the calendar year 2027, and for each year thereafter during the term of this Agreement (including any renewal or extension), the Annual Fee shall not increase by more than ten percent (10%) over the immediately preceding year’s Annual Fee, unless otherwise agreed to in writing by both the Town and the Village. If the calculation of the Annual Fee results in an increase of ten percent (10%) or more over the prior year, the Parties shall initiate renegotiations regarding the Annual Fee before such increase takes effect.

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Any budgetary surplus within an operational year, as determined by the Village of Palmyra's annual financial audit statement, shall be applied to the 800 Fund Balance for the subsequent operational year, rather than being returned to the contributing parties.

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, 2026, and shall be in force for two (2) years, through 12/31/2027, subject to termination as provided for herein.

~~B. 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.

C. In the event of termination under this Section, the Town shall remain responsible only for its prorated share of the Annual Fee through the effective date of termination. The prorated calculation shall be based on the number of months of service provided during the calendar year

of termination. The Village shall promptly refund to the Town any overpayment resulting from pre-paid installments beyond the termination date, within sixty (60) days after the effective date of termination.

VI. TOWN DRY HYDRANTS

The Village shall conduct an annual test of dry hydrants in the Town with the annual testing will be done each spring by the Village Fire Department. All permitting costs and repairs found necessary for the dry hydrants will be the responsibility of the Town.

VII. REPORTS

- A. The Village shall provide the Town with a current list of all vehicles maintained by the Village for the provision of Fire/EMS Services annually.
- B. The Village will monthly provide a report to the Town listing all call responses for the prior month and Year-to-Date. 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 the 15th day of each ~~year~~ month for the preceding month.
- C. The Village will provide annually, a copy of its Organizational Chart and a list of names of Fire and EMS Employees, with their position and employment status.

VIII. JOINTLY OWNED VEHICLES

- A. 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 these vehicles. If the jointly owned vehicles are sold the funds will be divided and returned equally to each municipality.
- B. In the event the Village determines there is no longer a use for a jointly owned vehicle, the Town shall have the Right of First Refusal for said equipment. In such an event, the Village shall provide written notice to the Town, including a copy of the current insurance valuation of the vehicle, and an executable purchase agreement. Within thirty (30) days of receipt of the Village's notice, the Town shall provide written notice to the Village of its election to purchase the jointly

owned vehicle. Within thirty (30) days of the Town's election to purchase, the Town shall provide the Village with payment for its half of the vehicle's value.

C. A list of all Department Fire and Rescue Vehicles, including their individually insured values is attached as Exhibit B. With regard to the three jointly owned vehicles in service, in the event of unexpected and unbudgeted repairs, the Town shall be responsible for one-half of the costs of repair. The Village shall notify the Town in writing, including an estimated cost for repairs, prior to commencing any repairs. The Town retains the right to obtain quotes for said repairs at a vendor of its choice, with the resulting quote being provided to the Village by the Town. The Town shall remit its share of the repair costs to the Village within 30 days' receipt of the repair bill.

IX. CATASTROPHIC EVENTS

A. In the event that a catastrophic event occurs which materially and adversely affects the ability of either party to perform its obligations under this Agreement-including, but not limited to, natural disasters, major fires, floods, epidemics, acts of terrorism, or any other event beyond the reasonable control of the affected party-either party may provide written notice to the other party requesting renegotiation of the terms of this Agreement. Upon such notice, the parties shall, in good faith, promptly enter into negotiations to revise the terms of this Agreement as may be necessary to address the impacts of the catastrophic event.

B. For the purposes of this clause, a "catastrophic event" shall mean any event or series of related events that (a) result in a declaration of a state of emergency by a competent governmental authority affecting either or both parties, or (b) otherwise renders the provision or receipt of fire and/or EMS services under this Agreement impracticable or unduly burdensome for either party.

C. During the period of renegotiation, both parties shall continue to perform their respective obligations under this Agreement to the extent reasonably possible, unless performance is excused by the nature of the catastrophic event or applicable law. If the parties are unable to reach agreement on revised terms within ninety (90) days of the initial notice, either party may terminate this Agreement upon thirty (30) days' written notice to the other party, without penalty or further obligation, except for payment for services rendered up to the date of termination.

X. FIRE DUES

Within thirty (30) days of the Town's receipt of Fire Dues received under the Wisconsin 2% Fire Dues Program, the Town shall provide written notice to the Village of the amount received.

XI. JOINT SUSTAINABILITY COMMITTEE

A. The Village and the Town shall form a joint committee for the purpose of discussing, evaluating, and engaging in good-faith negotiations regarding the long-term sustainability of contracting between the parties for the provision of Fire and Emergency Medical Services. The committee shall consist of one representative from the Village Board, one representative from the Town Board, and the Village Public Safety Director. The joint committee shall convene no later than March 1, 2026. The committee's review shall include consideration of the financial, operational, and service-delivery aspects of the Agreement, with the goal of ensuring a mutually beneficial and sustainable arrangement for future years. As part of this review, the joint committee shall meet and confer with extraterritorial and neighboring Fire and Emergency Medical Service departments to obtain feedback, comparative information, and recommendations regarding the feasibility and sustainability of the Village's provision of such services.

XII. AMENDMENTS

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

XIII. 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

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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.

Signatures on next page.

VILLAGE OF PALMYRA

Village President, Tim Gorsegnor

Attest:

Village Clerk, Laurie Mueller

TOWN OF PALMYRA

Town Chairman, Frank Sauter

Attest: _____
Town Clerk, Michele Smith