

**RESTATED MEMORANDUM OF
UNDERSTANDING AND AGREEMENT**
January 1, 2021

THIS AGREEMENT IS MADE this 1st day of January, 2021

BETWEEN: Town of Howard,
Town of Lafayette,
Town of Hallie,
AND: Village of Lake Hallie
(herein collectively, referred to as the "Members" or individually, as the
"Member")
FOR: Intergovernmental Cooperation Agreement to organize a Fire Department
known as the Chippewa Fire District (the "District") under the authority of Wis.
Stats. §66.0301(2).
EFFECTIVE: January 1, 2021

RECITALS

WHEREAS, on July 15, 2003, the Towns of Howard, Lafayette, Hallie, and Wheaton and the Village of Lake Hallie entered into their Intergovernmental Agreement called the Memorandum of Understanding and Agreement for the creation of the fire district serving the stated local governmental bodies jointly;

WHEREAS, the Town of Wheaton elected to voluntarily withdraw from the District effective December 31, 2020;

WHEREAS, the Members wish to restate the Memorandum of Understanding and Agreement to reflect the current membership of the District and to facilitate the efficient administration, management and operations of the fire, EMS, and All Hazards services provided to the Members by the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the Members do hereby agree as follows:

**ARTICLE 1
GENERAL PROVISIONS**

1.1 Name. The name of the fire department is Chippewa Fire District.

1.2 Existence. The period of existence of this agreement is perpetual or until such time as the Members agree to terminate this agreement.

1.3 Statutory Authority. This Restated Memorandum of Understanding and Agreement is an Intergovernmental Cooperation Agreement to organize a joint fire department by any combination of 2 or more cities, villages or towns under Wis. Stat. §66.0301(2).

1.4 Purpose. The purpose of the District is to serve as the fire department of and for the Members with all of the authority, responsibilities, obligations and duties of a municipal fire department under Wisconsin law, and to provide the following additional services: rescue, ambulance, emergency medical, all hazards response, and such other services as the Board may lawfully determine to undertake from time to time. This purpose shall include, but not be limited, to fire prevention, suppression, and fire safety education; inspection and investigation of all structures for violations of health and safety standards or variances; plan review of new construction; issuance of licenses and variances; enforcement of the violations of fire, health and safety laws, rules and regulations; and other emergency governmental services.

1.5 Principal Office. The principal office of the District is located in the Village of Lake Hallie, Chippewa County, Wisconsin, with a mailing address of 13140 30th Ave, Lake Hallie, WI 54729. The District may change or have such other principal offices as the Board may designate from time to time.

ARTICLE 2 MEMBERSHIP

2.1 Membership. The members of this District are the municipalities named as Members above, and such other Wisconsin municipalities, or parts thereof, as may be unanimously accepted as members by the Board. When the membership of a new member is accepted by the Board, the Board shall determine the following:

(a) Prorated Annual Contribution. The amount of any prorated cash contribution to be made by the new member to the annual operating and capital asset acquisition budget upon admission.

(b) Contribution in Kind. The value of the personal property contributed by the new member on admission, which value shall be treated as a contribution by the new member when calculating Proportionate Shares in this Agreement.

(c) Partial District Membership. If the geographical area which is to be served by the District does not encompass the entire municipal area of the new member, the amount of, and method of calculating, the Total Equalized Value of such new member for the purpose of determining contributions under paragraph 2.2 and voting under paragraph 3.1(g).

(d) Terms and Conditions. Any other terms and conditions of admission.

2.2 Member Contributions. Each Member shall contribute to the annual operating and capital asset acquisition budget of the District on the following proportional basis:

Total Equalized Value of the Member on the most recent tax roll

Divided by:

Aggregate Total Equalized Value of the Members on the most recent tax roll

Member contributions shall be paid quarterly in the installment amounts, and on the dates, determined by the Board.

2.3 Termination of Membership.

(a) Withdrawal. A Member may withdraw from the District effective December 31 (the "Termination Date") upon giving notice in writing no less than 15 months prior thereto.

(b) Termination. The membership of any Member may be terminated upon the unanimous vote of the members of the Board representing the remaining Members without reason or cause. The Termination Date shall be the day following the vote.

(c) Distribution. The withdrawing or terminated Member shall be entitled to a distribution equal to 80% of its Proportionate Share of the Equity of the District. For the purposes of this agreement, the term, "Proportionate Share", shall mean the following ratio:

Total contributions of the Member to the District since July 15, 2003

Divided by:

Aggregate contributions of the Members to the District since July 15, 2003

The contributions of each Members to the District from July 15, 2003 until the Effective Date of this Agreement is shown on Schedule A. The distribution to a withdrawing or terminated Member may be paid, in the sole and absolute discretion of the Board:

- (1) Either in money or in kind or some combination of both.

(2) Either in cash or in 5 equal annual installments

(3) Distributions in kind shall be made promptly after the Termination Date.

(4) Distributions of cash are due one year from the Termination Date, and installments commence one year from the Termination Date without interest.

(d) Equity. The Equity of the District shall be the Total Net Position (or any other name representing the total equity of the District) as shown on the audited financial statements of the District prepared as of the Termination Date, or, if the Termination Date is not December 31, as of the most recent date prior to the Termination Date. If requested by the Board, or the withdrawing or terminated Member, the Equity shall be adjusted to reflect the difference between the Appraised Value of the Capital Assets and the net value of the Capital Assets on the relevant financial statements. In order to obtain the Appraised Value, the remaining members of the Board shall select an appraiser and the withdrawing Member shall select an appraiser and such appraisers shall select a third appraiser. The values determined by the appraisers shall be binding upon all parties with each party paying their respective appraiser and one half the third appraiser's cost.

ARTICLE 3 ADMINISTRATION AND CONTROL

3.1 Power, Authority, Role of the Fire Board. The District's powers shall be exercised by or under the authority of, and its business and financial affairs shall be managed under the direction of, its Fire Board (the "Board"), subject to the authority and powers granted to the Joint Board of Fire Commissioners (the "Commission") under Wis Stats. §62.13 and subject to any other limitations set forth in this Agreement.

(a) Appointment. Each Member of the District shall appoint one person (the "Board Member") annually to the Board. The term of a Board Member shall be approximately one year beginning at the call to order of the Annual Meeting of the Board ending immediately prior to next Annual Meeting of the Board or until his or her successor shall have been appointed by the Member (the "Term").

(b) Qualifications. No person may be a Board Member unless he or she is also a member of the governing board of the municipality that appoints him or her.

(c) Resignation, Removal and Replacement. A Board Member may resign at any time by notifying his or her appointing Member in writing of such resignation. Any Member may remove its Board Member at any time with or without cause. In the event of a resignation, vacancy or removal of a Board

Member, the affected Member shall promptly appoint a new Board Member to serve the remainder of the Term and notify the District.

(d) Compatibility of Board Members. To assure compatibility among Board Members, the Board shall have the right to disapprove one appointment to the Board each term from each Member. No reason for disapproval need not be identified.

(e) Substitution. A Board Member may appoint a temporary substitute to act in his or her absence at any regular or special meeting of the Board provided the substitute is also a member of the governing board of the municipality. The substitute Board Member, when so acting, shall have all the powers of the regular Board Member.

(f) Notice of Meetings. The Board will publish notices of its meetings as required by Wis. Stats. §§19.84 and 19.85.

(g) Quorum. A simple majority of the Board Members shall constitute a quorum for the transaction of business except where specified by law or in this Agreement.

(h) Voting Requirement. Unless a greater majority is required by law or this Agreement, the affirmative vote of the majority of the Board Members present at a meeting at which a quorum is present shall be the act of the Board. Abstentions and refusals to act upon any measure shall be considered as a vote opposing the proposed measure.

(i) Regular Meetings. The Board will conduct regularly scheduled monthly meetings as determined by the Board. The Annual Meeting shall be the regular meeting of the Board during the month of April. Prior to the Annual Meeting, each Member shall report its Board Member to the District for the forthcoming year and the term of the Board Member shall begin with the Annual Meeting.

(j) Special Meetings. Special meetings of the Board of may be called by the Chairman of the Board.

(k) Meetings by Electronic Means of Communication. To the extent allowed by law, the Board, or any committee of the Board, in addition to conducting meetings in which each Board Member participates in person at a place open to the public, may conduct any regular or special meeting by the use of an electronic means of communication, provided the public has an effective way to monitor the electronic means of communication and the notice contains information on how to join the meeting remotely.

3.2 Joint Board of Fire Commissioners. The Joint Board of Fire Commissioners (the "Commission") shall have the authority and powers of board of fire commissioners

under the provisions of Wis. Stats §62.13 including power over the following matters: appointment of the fire chief and approval of his or her subordinates, promotions, disciplinary actions, suspensions, removals, demotions, dismissals and reemployment, and the review of personnel policies.

3.3 Fire Chief. The Fire Chief shall have all the duties, power and authority granted a fire chief in Wis. Stats. §§60.55, 61.65, 62.13, 66.030, 101.14, and 165.55, and the related statutes and regulations, and shall be responsible for the day to day management, and the good and efficient operation, of the District in addition to any duties, power and authority assigned by the Board, or herein.

ARTICLE 4 OFFICERS

4.1 Principal Officers, Election and Term. The principal officers shall be a Chairman, Vice-Chairman, Secretary, and Treasurer, each of whom shall be elected by the Board at the Annual meeting. If the election of principal officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each principal officer shall hold office until his successor shall have been duly elected, and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

4.2 Removal. Any officer or agent elected or appointed by the Board may be removed by the Board whenever, in its judgment the best interests of the District will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not itself create contract rights.

4.3 Vacancies A vacancy in any of the principal offices because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board for the unexpired portion of the term.

4.4 Chairman of the Board. The Chairman of the Board shall be the chief executive officer of the District subject to the control of the Board; preside at all meetings of the Board; sign, with the Secretary, any documents, contracts or instruments which the Board has authorized to be executed except in cases where the Board has expressly delegated the authority to the Fire Chief or some other agent of the District; and in general shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board from time to time.

4.5 Vice-Chairman of the Board. In the absence of the Chairman or in the event of his death or inability or refusal to act the Vice-Chairman shall perform the duties of the Chairman and when so acting shall have all of the powers of the Chairman.

4.6 Secretary. The Secretary shall keep minutes of all meetings of the Board and provide a copy of said minutes to all Board Members; see that all notices of Board meetings are duly given and posted in accordance with this Agreement or as required by law; be

custodian of Board records and documents; sign, with the Chairman, all legal documents requiring District signatures; and, in general, perform an duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chairman and the Board.

4.7 Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the district; receive and give receipts for moneys due and payable to the district from any source whatsoever, and deposit all such moneys in the name of the district in such banks or other depositories as shall be selected by the Board; and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the Chairman or Board.

4.8 Qualifications of Principal Officers. The persons serving as Chairman and Vice-Chairman shall be required to be Board Members of the District. No other principal officer of the Board need be a Board Member. Any two or more offices may be held by the same person, except the offices of Chairman and Secretary and the offices of Chairman and Vice-Chairman.

4.9 Additional Officers and Agents. In addition to the principal officers, the Board may appoint, hire or employ such other officers, assistants and agents as the Board deems necessary. Each such person shall act under his or her appointment for such period, have such authority, and perform such duties the Board may from time to time determine.

ARTICLE 5 FISCAL MATTERS

5.1 Budgets. The Board shall approve and adopt the annual operating and capital asset acquisition budget for the District for the next calendar year at its regular meeting in the month of September, or any special meeting called in September for that purpose. The Board may act to amend the annual budget whenever the Board believes it is necessary or desirable. The Secretary, or other such officer or agent as designated by the Board, shall forward a copy of the annual budget to each Member identifying the Contribution to be made by each Member. In addition, the Board may prepare and approve other fiscal budgets (e.g. asset acquisition) and long-term plans for the expenditure or investment of District funds, from time to time.

5.2 Contracts. The Board shall approve the terms and conditions of contracts involving the purchase or lease of Capital Assets prior to the execution of such contract. The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute or deliver any instrument in the District's name and on its behalf. The authorization may be general or confined to specific instruments. When an instrument is so executed, no other party to the instrument or any third party shall be

required to make any inquiry into the authority of the signing officer or officers, or agent or agents.

5.3 Loans. No indebtedness for borrowed money shall be contracted on the District's behalf and no evidences of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board. The authorization may be general or confined to specific instances. In addition, no pledge, assignment, mortgage or security interest in District property shall be granted, and no subordination, guaranty or other financial undertaking shall be given to lenders unless authorized by or under the authority of a resolution of the Board.

5.4 Bills, Claims and Expenses. The Board shall review and approve all bills, claims and expenses of the District before the same are paid.

5.5 Compensation. The Board shall determine and establish the salaries, compensation, and benefits of the fire chief, his or her subordinates, and other District employees.

5.6 Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, or notes or other evidences of indebtedness issued in the District's name, shall be signed by such officer or officers, or agent or agents of the District and in such manner as shall from time to time be determined by or under the authority of a resolution of the Board.

5.7 Deposits. All funds of the District not otherwise employed shall be deposited from time to time to the District 's credit in such banks, trust companies, or other depositories as may be selected by or under the authority of a resolution of the Board.

5.8 Fiscal Year. The fiscal year of the District shall be the calendar year.

5.9 Ownership. Except as otherwise provided herein, all of the assets of the District shall be under the control and management of the Board and the District shall be treated in all respects as the owner of the assets; but, similar to a partnership, each Member shall have an undivided ownership interest in such property based on the Member's Proportionate Share.

(a) Stations. Unless otherwise unanimously agreed by the Board, each Member shall have a structure that serves as the fire station built upon land owned by the respective Member and the cost of construction and maintenance of said fire station shall be borne by the respective Member. The Member shall own such land and improvement in fee and no part thereof shall be considered owned by or an asset of the District. The provisions of this paragraph do not apply to the Town of Hallie.

(b) Donations. As a general rule, all donations of money or tangible personal property made to a station, or received by a station, or received by a person or

persons on behalf of a station, are donations to the District unless the donation is clearly and expressly made to a person or legal entity that is independent of the District. No donation of tangible personal property shall be deemed accepted by the District until the donation, and any conditions thereto, have been approved by the Fire Chief. The District shall not be responsible for insuring, maintaining, repairing or replacing tangible personal property that is not owned by the District even if used in routine or emergency operations.

5.10 Disposal. No District property may be sold, transferred or otherwise disposed of without the authorization of the Board. The authorization may be general or confined to specific instances.

ARTICLE 6 MISCELLANEOUS

6.1 Amendments to Agreement. No amendment or modification of this Agreement shall be valid unless made in writing and approved by the Board as follows:

(a) Unanimous Approval. Amendments that are approved unanimously by all of the Board Members shall be effective upon approval. In addition, amendments of paragraphs 2.2 and 2.3(c) of this Agreement must be approved unanimously.

(b) Majority Approval. Amendments that are approved, but not unanimously approved by all the Board Members, shall be effective on January 1 of the first calendar year that is 16 months after approval of the amendment.

6.2 Dissolution. The District shall be dissolved upon the unanimous vote of the Members or as provided by law in which event the assets of the District shall be distributed, in order of priority, as follows:

(a) Creditors. To creditors of the District in satisfaction of any debts and liabilities of the District, whether by payment, assignment or the establishment of any reserve that the Board deems, in its sole discretion, necessary with the balance remaining in any such reserve until after the expiration of such period of time as the Board deems advisable.

(b) Members. To the Members on the basis of their Proportionate Share. Distribution to the Members on dissolution shall be exclusively to units of government for public purposes.

6.3 Integration. This Agreement supersedes all prior oral or written agreements or understandings between the parties to this Agreement regarding the subject matter of this Agreement except the 2021 Supplemental Memorandum of Understanding between the Chippewa Fire District and the Village of Lake Hallie.

6.4 Separability of Provisions. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions of this Agreement are determined to be invalid or contrary to any existing or future law, the invalidity shall not affect or impair the operation of those portions of this Agreement that are valid.

6.5 Representations Regarding Ordinances. Each Member represents that the Member has enacted or promptly will enact the following:

(a) Fire Inspections. An ordinance, or provision thereof, that substantively states:

Pursuant to the authority granted under Wis. Admin. Code SPS §314.10(13)(b)7, the fire prevention inspections required under Wis. Admin. Code SPS §314.10(13)(b)3. shall be conducted at least once per calendar year, provided the interval between those inspections does not exceed 15 months.

(b) Fire Prevention Code. An ordinance, or provision thereof, that substantively states:

The following chapters of the Wisconsin Administrative Code, as amended, revised or renumbered from time to time, and the relevant rules of the Wisconsin Department of Safety and Professional Services, governing the use, operation or structures in the area served by the Chippewa Fire District, are hereby adopted by reference and made a part of the municipal fire prevention code:

Chapter SPS 314, Fire Prevention
Chapters SPS 360-366, Wisconsin Commercial Building Code
Chapters SPS 375-379, Buildings Constructed Prior to 1914

(c) New Members. Promptly after acceptance and admission as a member of the District, new members shall enact an ordinance or provision thereof that substantively complies with paragraphs 6.5 (a) and (b).

(d) Revisions. Unless the member is exempt under the principle of grandfathering, the members agree to adopt all substantive changes to their respective ordinances in order to reflect and agree with any revisions to said Wis. Admin. Code SPS §314.10(13)(b)3.

SCHEDULE A
CONTRIBUTIONS OF THE MEMBERS
 January 1, 2021

MEMBER	TOTAL CONTRIBUTIONS SINCE JULY 1, 2003	PROPORTIONATE SHARE
Town of Hallie	179,434.17	1.2388%
Village of Lake Hallie	6,539,091.51	45.1451%
Town of Lafayette	6,970,730.00	48.1251%
Town of Howard	795,339.40	5.4909%

Dated this May day of 20th, 2021

TOWN OF HOWARD

By: [Signature]
Town Chairman

By: [Signature]
Town Clerk

Dated this 20 day of APRIL, 2021

TOWN OF HALLIE

By: [Signature]
Town Chairman

By: [Signature]
Town Clerk

Dated this 9th day of June, 2021

TOWN OF LaFAYETTE

By: [Signature]
Town Chairman

By: [Signature]
Town Clerk

Dated this 24th day of May, 2021

VILLAGE OF LAKE HALLIE

By: [Signature]
Village President

By: [Signature]
Village Clerk

