

**PLOVER - WHITING
FIRE DEPARTMENT
INTERGOVERNMENTAL
AGREEMENT**



**VILLAGES OF PLOVER AND WHITING
DRAFT INTERGOVERNMENTAL AGREEMENT**

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VILLAGES OF PLOVER AND WHITING DRAFT INTERGOVERNMENTAL AGREEMENT

ARTICLE I: PURPOSE

The purpose of entering into this agreement by the Villages of Plover and Whiting Village Boards (hereinafter, "Municipalities") shall be to continue to provide fire and rescue protection by a joint Fire Department for all persons and properties located within the area described below and consistent with intergovernmental cooperation as described in s. 66.0301, Wis. Stats.

It is the common belief of the participating Municipalities that greater protection against fire losses within the area described below can be secured by the joint ownership and operation of fire equipment and emergency medical service equipment and that a more effective Fire Department can be promoted by the joint and mutual cooperation of the Municipalities (as defined herein), and that the cost of protection can be more equitably shared.

The governing bodies of the Municipalities (as defined herein), in regard to the operation of the Fire Department, Fire Board and Fire Commission (as defined herein), only reserve to themselves the duties and responsibilities as outlined herein.

ARTICLE II: CREATION OF FIRE DEPARTMENT AND FIRE BOARD AND FIRE COMMISSION

A. Fire Department. The Municipalities hereby establish a joint municipal fire department as a department of the Municipalities, which shall be known as the Plover /Whiting Fire Department (hereinafter "Fire Department" or "PWFD").

B. Fire Board. The Municipalities hereby establish a joint municipal fire board as an agency of the Municipalities which shall be known as the Plover/Whiting Fire Board (hereinafter "Fire Board").

C. Fire Commission. The Municipalities hereby establish a joint municipal fire commission pursuant to Sections 61.65 and 62.13 Wis. Stats. as an agency of the Municipalities, which shall be known as the Plover/Whiting Fire Commission (hereinafter "Fire Commission").

ARTICLE III: BOUNDARIES

A. Area. The area that shall be served by the Fire Department shall consist of the following on the date hereof:

- Village of Whiting: entire incorporated area.
- Village of Plover: entire incorporated area.

The Department may also provide fire and rescue services to other areas either through mutual aid or through separate contractual agreements as approved by the Fire Board.

B. Modifications to Area. The boundaries of the areas may be changed from time to time upon recommendation of the Fire Board and approval by the Municipalities.

C. Mutual Aid Agreements – A certified letter will be mailed to all mutual aid departments informing them of the merger. To the fullest extent allowed by law, the Municipalities intend for all mutual aid agreements currently in effect to continue in effect with the Fire Department assuming all obligations heretofore accepted by the Municipalities or previously existing fire departments of the Municipalities; and the Municipalities and Fire Department receiving the same benefit of the mutual aid agreements that the Municipalities and previously existing fire departments of the Municipalities would have received prior to entering this agreement.



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D. Emergency Response and Transport Agreements – Agreements with other fire departments to assist with treatment of serious injuries and medical conditions on the scene, will continue.

ARTICLE IV: FIRE DEPARTMENT

A. Duties: The Fire Department shall be responsible for fire protection, rescue operations, water rescue, Haz-Mat, fire prevention and education, inspections, and such other duties as assigned by the Fire Board. The current agreement with Portage County for the provision of emergency medical services will continue.

B. Composition. The Fire Department shall be comprised as set forth in the rules and regulations of the Fire Department. No member of the Fire Board and no member of the Fire Commission may serve in any capacity on the Fire Department however.

C. Operational Policies. The Fire Department membership shall adopt rules and regulations for its control, management and government and for the regulation of its business and proceedings which, after adoption by the Chief and Officers of the Fire Department, shall become effective and operative upon approval by the Fire Board. Amendments of the same shall be adopted in the same manner.

D. Compensation. All compensation and benefits to be paid to the officers of the Fire Department and all other employees who are members of the Fire Department shall be determined by the Fire Board, all which must be specifically approved as part of the budget process.

E. Fire Chief. The Fire Chief shall serve as the liaison between the Fire Board and the Fire Department.

F. Emergency Management. The Fire Chief shall be designated as the Emergency Management Director, pursuant to Section 323.15, Wis. Stats., and would coordinate efforts for each of the Municipalities.

ARTICLE V: FIRE BOARD

A. Duties. The Fire Board shall be responsible for overseeing the operation of the Fire Department and shall have the specific duties and responsibilities set forth herein.

B. Composition. The Fire Board shall be comprised of seven voting members. The Whiting Village President, with confirmation by the Whiting Village Board, shall appoint three members. The Plover Village President, with confirmation by the Plover Village Board, shall appoint three members. The members so appointed must be residents of the Municipality from which they are appointed and can be Trustees of the Municipalities. They shall serve two year terms and may be reappointed. The seventh member shall be appointed for a two year term, whose appointment shall be made alternately first by the Village of Plover and then by the Village of Whiting. The members shall not be members of the Fire Department in any capacity or Fire Commission members.

C. Subsequent terms. Following the initial appointments, the terms of all Fire Board members upon appointment shall be for two (2) years commencing on January 1 of each year.



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- D. Vacancies. When a voting member resigns or is removed from membership on the Fire Board as outlined in Section 17.13, Wis. Stats., or other applicable laws, the affected Village President shall appoint an appropriate person to fill such vacancy for the remainder of the term, subject to confirmation and the restrictions as set forth above. All Municipalities shall be notified when a new board member is appointed to fill a vacancy.
- E. Officers.
1. Election of officers. At its first meeting after its creation and after its first meeting after January 1 each year, the Fire Board shall choose from its members a President to preside at its meetings, a Vice President to act in the absence of the President and a Secretary/Treasurer.
 2. Bond. All members signing checks shall furnish a bond, the cost of which shall be included in the annual budget, in such amount as shall be required and approved by the Fire Board which shall be adequate to cover the funds entrusted to his/her care.
 3. Duties.
 - a. **President.** The President shall:
 - (1) Preside at all meetings of the Fire Board;
 - (2) See that all orders and resolutions of the Fire Board are carried out;
 - (3) Execute all contracts and agreements and approve the bill list as duly authorized by the Fire Board;
 - (4) Initiate the audit process pursuant to subsection (M) and submit a complete and detailed report of the financial condition of the Fire Department to the Municipalities on or before June 1 of each calendar year for the previous calendar year;
 - (5) Report to the Fire Board all matters within the President's knowledge regarding the Fire Department;
 - (6) Communicate with the Municipalities as reasonably requested and needed. Municipalities may receive copies of communications between the President and any of the Municipalities on request, and no such communications shall be confidential between the President and any single Municipality;



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- (7.) Countersign checks as required by the Fire Board policies;
- (8) Prepare meeting agendas.
- (9) Perform such additional duties as may be prescribed by the Fire Board.
- b. **Vice President.** The Vice President shall:
 - (1) Discharge the duties of the President in the event of the President's absence or disability; and
 - (2) Perform such additional duties as may be prescribed by the Fire Board.
- c. **Secretary/Treasurer.** The Secretary/Treasurer shall:
 - (1) Countersign all checks after the same have been signed by the Fire Chief or Fire Board President, if checks have not been signed by both.
 - (2) Keep a correct and complete record of all of the proceedings of the Fire Board;
 - (3) Keep an accurate account in accordance with generally accepted accounting practices (GAAP) of all monies received and disbursed;
 - (4) Provide a financial report to the Board monthly or as requested by the Board;
 - (5) Distribute agendas to members and media;
 - (6) Perform all general duties which are incidental to the offices of the Secretary/Treasurer subject to direction of the Fire Board.
- D: Compensation. No salary shall be paid to the Fire Board members either as officers or as members.
- E. Meetings.
 - 1. The Fire Board shall hold meetings as necessary as determined by the President at a place, and at a time, to be fixed by the Fire Board for transacting such business as may require their attention. Special meetings of the Fire Board may be held whenever called by the Secretary/Treasurer upon direction of the President or upon written direction of three members of the



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Fire Board or upon written direction of the Municipalities. The Clerks of the Municipalities shall be notified of any regular or special meetings at least seven (7) days prior to the same, except for any emergency special meeting, in which case the Clerks of the Municipalities shall be notified before such meetings are held. The Fire Board shall keep a written record of its proceedings, which shall be transmitted in a timely manner to all Municipalities, members of the Fire Board, Fire Commission and the Fire Chief.

2. Quorum: Four members present constitute a quorum as long as at least two members from each Municipality are present. Four members must vote in favor of a motion for it to be adopted.
 3. The Chief shall report to all Municipalities at a frequency determined by the Fire Board.
 4. Notice: All meetings of the Fire Board shall be properly noticed as prescribed in Section 19.84 of the Wisconsin Statutes and, except as provided in Section 19.85 of the Wisconsin Statutes, all meetings of the Fire Board shall be open to the general public.
- F. By-Laws. The Fire Board shall adopt rules, policies and by-laws as it deems necessary for its control, management, disbursement of funds, and governance and for the regulation of its business and proceedings.
- H. Budget.
1. Fire Department Budget.
 - a. The Fire Chief (hereinafter "Chief") shall submit the proposed budget for the Fire Department not later than August 1 of each year to the Fire Board for the next fiscal year beginning January 1. Such budget shall set forth on a line by line basis the items of revenue and operating and capital expenditures of the Fire Department. Upon receipt of the same, a special meeting or meetings shall be called by the Fire Board to discuss, amend, enlarge or reduce the various items of the proposed budget and to make a final recommendation to the municipal governing bodies. In the event the Chief does not submit a budget by August 1, then the Fire Board shall prepare the same. The Fire Board shall submit a budget to the Municipalities no later than September 15, and if the Fire Board fails to do so, the budget, as submitted by the Chief, shall be submitted to the Municipalities. The budget shall then be reviewed by a joint meeting of the Fire Board, the Municipalities and the Chief or his/her designee for the purpose of discussing and considering said budget, including any reductions thereof or additions thereto prior to the adoption thereof by the Municipalities. Said joint meeting shall be held between September 15 and October 15 each year. The Fire Board shall not have taxing



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powers. All funding and expenditures in the budget must be authorized and approved by the Municipalities. A final budget shall be adopted by the Municipalities no later than December 1 as part of the regular municipal budgeting process of each year. If the Municipalities do not adopt identical budgets for the Fire Board for the upcoming year by December 1 of each year, the last budget, less amounts budgeted specifically in the last budget for capital expenditures, approved by the Municipalities shall be deemed to be adopted by the Municipalities for the next calendar year.

- b. For the particular purpose of presenting the proposed budget and for the additional purpose of acting as an advisor to the Fire Board, the Chief or his/her designee shall serve as the only representative of the Fire Department membership, and all requests, suggestions, advice and problems shall be presented to the Fire Board by the Chief or his/her designee who shall in all respects represent the Fire Department membership. The Fire Chief and/or his/her designee(s) shall be the sole representative(s) of the Fire Department to the Fire Board for the purposes of presenting and discussing the budget. Provided however, if a member has a complaint against the Chief, the complaint shall be filed with the President of the Fire Board.
- c. Operating and Capital Financing Formula (Distribution of Costs).
 1. Each Municipality's annual financial contribution to the Fire Department's operating budget shall be based on the following:

Equalized Value: The total budget contribution shall be shared among the Municipalities in proportion to each Municipality's percentage share of the total residential equalized valuation plus the Municipality's commercial equalized value multiplied times two. The values used shall be those as determined annually by the State of Wisconsin Department of Revenue.

- I. Expenditures. The Fire Chief is responsible for administering the annual budget for the PWFd and shall be accountable to the Fire Board for same. The Fire Chief shall present an itemized list of all invoices to be paid each month. The PWFd shall not pay any invoice until approved by the Fire Board, unless otherwise authorized in the Fire Board rules, and which are in accordance with the annual budget approved by the governing bodies. Notwithstanding the foregoing, at no time may the Fire Chief or Fire Board exceed, by any amount, the total budget, except as follows. Any expenditure over the annual budget must receive unanimous prior approval by the Municipalities.
- J. Property, Equipment and Supplies. The Fire Board shall have the power to purchase, lease, sell, and dispose of all of the property, equipment, apparatus,



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and supplies of the Fire Department, as authorized in the approved budget or as set forth in Section XI. Sale of equipment owned by Municipalities is set forth in Article VIII.

- K. Assessment of Costs to End Users. The Fire Chief under the direction of the Fire Board shall have authority to bill end users for all assessments of costs of fire and rescue services, fire inspections, first responder services, and any other services performed by the Fire Department and shall be responsible for collecting the same. General policies regarding costs for such services shall be established in the rules, policies and/or by-laws of the Fire Board. The Fire Board shall be responsible for hearing and determining appeals of aggrieved persons respecting assessment of costs of such services. The Municipalities agree, upon request of the Fire Board, after reasonable attempts to collect the same by the Fire Board, to place on their respective tax rolls as special charges pursuant to Section 66.0627, Wis. Stats., all costs as determined by the Fire Board. Any monies collected hereunder shall be remitted to the Fire Board within forty-five (45) days of receipt of the same. Further, any monies collected under this section shall be shown as revenue of the Fire Board in the budget.
- L. Insurance. The Fire Board shall at all times keep in full force and effect insurance for the replacement value of the equipment and the participating Municipalities shall be named as additional insured's affording them full protection (less reasonable deductibles) against claims, casualties, losses, and liabilities occurring in operation of the Fire Department, and Fire Board, including insurance for the equipment referenced in Article IX as required by the leases contemplated therein, and provide the participating Municipalities with copies of the same.
- M. Audit. The Fire Board shall have a financial audit performed on an annual basis by an independent certified public accountant (or firm of certified public accountants.) The results of the audit must be transmitted to the Municipalities no later than June 30 of each year for the preceding fiscal year.
- N. Excess Funds.
1. Surplus Funds – Budgeted funds unspent at the end of the year shall be retained by the Department. Surplus funds may be used to fund shortfalls in future budgets or for capital purchases. Surplus funds shall be shown on the annual budget request, and in the budget approved by the participating Municipalities. If the department terminates, these funds shall be returned to the Municipalities using the current years financing formula.
 2. Capital Equipment Fund – To be established and budgeted for annually.
 3. The Municipalities shall retain any and all monies received from the State and/or Federal Government for any purposes (except as set forth below). All other fire programs as authorized by the Fire Board upon which monies are received (including charges to end users, 2% fire dues, grants, and monies received from the State of Wisconsin for a highway



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call) shall go directly to the Fire Board and shall be shown as revenue of the Fire Department.

- O. Legal Advice/Legal Fees. The Fire Board may retain its own attorney, if required. Said attorney may not represent any of the Municipalities or the Fire Commission.

ARTICLE VI: FIRE COMMISSION

- A. Duties. The Fire Commission shall have the duties as set forth by Section 61.65 and 62.13 of the Wisconsin Statutes, excluding the optional powers as set forth in Section 62.13(6), Wis. Stats.
- B. Composition. The Fire Commission shall be comprised of six (6) voting members. The Whiting Village President, with confirmation by the Whiting Village Board, shall appoint three (3) members. The Plover Village President, with confirmation by the Plover Village Board, shall appoint three (3) members. The members shall not be members of the Fire Board, Fire Department in any capacity, nor elected officials of the Villages. The members so appointed may also serve on the Police Commission.
- C. Terms.
 - 1. Terms of the initial voting members shall commence in January 2012 and end as follows:
 - a. Two Whiting members – December 31, even years.
 - b. Two Plover members – December 31, even years.
 - c. One Whiting member – December 31, odd years.
 - d. One Plover member – December 31, odd years.
 - 2. Subsequent terms. Following the initial appointments, the terms of all Fire Commission members upon appointment shall be for two years commencing on January 1.
 - 3. Unfilled vacancies. When a voting member resigns or is removed from his/her membership on the Fire Commission as outlined in Section 17.13, Wis. Stats., or other applicable laws. The affected Village President shall appoint an appropriate person to fill such vacancy for the remainder of the term, subject to confirmation and the restrictions as set forth above. All Municipalities shall be notified when a new commission member is appointed to fill a vacancy.
- D. Officers. At its first meeting after its creation and thereafter at its first meeting after January 1 each year, the Fire Commission shall choose from its members a Chairperson to preside at its meetings and a Vice Chairperson to act in the absence of the Chairperson and a Secretary/Treasurer to keep a complete record of all proceedings of the Fire Commission.
- E. Meetings.
 - 1. Regular and Special. The Fire Commission shall hold meetings at the call of the Municipality, Fire Board, Chairperson, Vice Chairperson, or Fire



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Chief. The Clerks of the Municipalities and Secretary/Treasurer of the Fire Board shall be notified of any special meeting before such meeting is held. The Fire Commission shall keep a written record of its proceedings, which shall be transmitted in a timely manner to the Municipalities and Fire Board.

2. Quorum. Four members present constitute a quorum as long as at least one member from each Municipality is present.
3. Four members must vote in favor of a motion for it to be adopted. At least one member from each Municipality must vote in favor of the motion for it to be adopted.
4. Notice. All meetings of the Fire Commission shall be properly noticed as prescribed in Section 19.84 of the Wisconsin Statutes and, except as provided in Section 19.85 of the Wisconsin Statutes, all meetings of the Fire Commission shall be open to the general public.

F: Hiring.

1. Fire Chief. The appointment of the Fire Chief shall be made by the Fire Commission.
2. Assistant Chief. The selection of the Assistant Chief is subject to approval by the Fire Commission.
3. Captains. The Fire Chief shall select captains for each station, subject to approval by the Fire Commission.
4. Appointments and Promotions. The Fire Chief shall appoint subordinates subject to approval by the Fire Commission.

G: Disciplinary Actions Against Members. The Fire Commission shall be responsible for hearing and determining disciplinary actions against the Fire Chief and subordinates of the Fire Department pursuant to Section 62.13 of the Wisconsin Statutes.

I. Bylaws. The Fire Commission shall adopt rules, policies and bylaws as it deems necessary for its operation and business proceedings. Amendments of the same shall be adopted in the same manner.

J. Compensation. No salary shall be paid to the Fire Commission members.



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- K. Legal Advice/Legal Fees. The Fire Commission may retain their own attorney. The attorney may not represent any of the Municipalities or the Fire Board.

ARTICLE VII: PAYMENT OF BUDGETED EXPENSES

Budgeted expenses of the Fire Board, Fire Commission and Fire Department shall be paid as follows: Without the necessity of billing for or receiving an invoice, each Municipality, as shown in the adopted budget, shall be remit quarterly payments to the Fire Board on or before January 10, April 10, July 10 and October 10 of each year.

If a participating Municipality fails to make all or any portion of any payment required under this Agreement in a timely manner, such Municipality shall remit to the Fire Board interest at the rate of one percent per month or any fraction of a month on the outstanding balance due.

Expenses that exceed the budget, as authorized herein, shall be paid within thirty days of billings.

ARTICLE VIII: OWNERSHIP OF EQUIPMENT

The Municipalities shall continue to own the equipment and apparatus used by the Fire Department that they owned at the time of entering this agreement. If equipment owned by a single Municipality is sold, the funds are returned to that Municipality. If equipment owned by a single Municipality and insured by the Fire Department is damaged or irreparable and is disposed of, the fire department shall reimburse the Municipality blue book value for the equipment determined by a competent appraiser appointed by the Fire Board, even though insurance may cover total replacement cost. Any new equipment purchased as a replacement shall be owned by the Fire Department with all Municipalities contributing their share using the funding formula.

The Fire Department equipment and apparatus purchased during the term of this agreement shall be owned by the Fire Department with all Municipalities as tenants in common, with each Municipality's share of ownership being equal to the percentage paid, respectively, of the total price paid by the two Municipalities. The Fire Board shall keep records showing the date and cost of each purchase of each piece of equipment and apparatus used by the Fire Department subsequent to the date of entering this intermunicipal agreement, and the amounts paid by each Municipality.

The Municipalities shall lease all such equipment and apparatus to the Fire Board at the cost of \$1.00 per year, and the Fire Board shall be responsible to maintain, repair, insure, use, and control all such equipment and apparatus. No equipment or apparatus shall be sold by the Fire Board without the prior approval of the Municipalities.

Although Municipalities will retain ownership of current equipment, the department will be responsible for their maintenance.

ARTICLE IX: FIRE STATIONS

The Fire Board and Fire Department shall keep the firefighting equipment in the fire stations as determined by the Fire Chief. Leases shall be entered into between the Fire Board



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and the Municipalities for the use of the space now occupied by the Fire Department until or unless the Fire Board determines otherwise. The initial rent under such leases shall be one dollar (\$1.00) per year per station until or unless the Fire Board determines otherwise. Maintenance and utility costs of any municipal owned buildings shall be paid by the Municipality that owns it. It is not the intention of this agreement to address the building of any new facilities. Substantial modifications and additions to current buildings that are chosen to be undertaken by any of the participating Municipalities will be paid for by the individual Municipality that owns it.

ARTICLE X: AMENDMENTS

The Municipalities may alter, amend and/or rescind all or any of the provisions of this Intergovernmental Agreement; however, such changes shall not take effect until approved by the Municipalities.

ARTICLE XI: TERMINATION

A. Agreement. This agreement shall take effect upon the effective date stated herein after the adoption by the governing body of each Municipality of a resolution approving the Agreement and authorizing its execution. This Agreement shall remain in effect in perpetuity subject to the following:

1. All Municipalities shall participate in this Agreement for a minimum of seven years.
2. After the expiration of the initial five year period, any Municipality wishing to withdraw from this Agreement may do so on at least two years written notice addressed to the clerk of each of the other Municipalities, provided however, that no such notice be given until expiration of the initial seven year period set forth in the prior paragraph.
3. Assets. In the event of the termination of this agreement, the Fire Board shall cause all of the assets it owns and the property owned as tenants in common by the participating Municipalities used by the Fire Department, to be appraised by competent appraisers, and the Fire Board is authorized to sell such assets to the Municipalities at the appraised value provided, however, that if more than one participating Municipality desires to purchase a particular asset, it shall be sold to the highest bidder. Assets shall be distributed using the Capital Equipment Fund Formula calculation. If termination is after 20 years from the date of this document and the Capital Equipment Fund Formula is no longer valid, the Operations Funding Formula shall be used. Any piece of equipment owned by the participating Municipality shall be returned to that Municipality. Failing to dispose of such assets to the Municipalities, the Fire Board is authorized to sell or dispose of the remaining assets at the best price obtainable therefore. Sale of the assets may not commence prior to four months before the Dissolution Date. No delivery of any asset to the purchasing party may occur until the Dissolution Date.



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4. Remaining Funds. In the event of termination, the Fire Board shall pay all outstanding liabilities and obligations first. The proceeds from the sale of property owned as tenants in common by the participating Municipalities, net of costs of appraisal and costs of sale (if any), shall be divided in proportion to each respective Municipality's ownership interest therein on a property by property basis. Lastly, all remaining funds of the Fire Board shall be divided between and paid to the Municipalities in proportion to the then current year Financing Formula percentages set forth in Articles V (H)(1)(c).

ARTICLE XII: ADDITIONAL PROVISIONS

A. Binding Effect. The terms and provisions of this Agreement shall be binding upon and shall be beneficial to all of the parties hereto and 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 terms or intent of any provision of this Agreement. 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 hereto by reason of 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 in accordance with 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, at the present time or in the future, such provision shall be deemed null and void, but shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance 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. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto regarding the terms and operations of the Fire Department, Fire Board, and Fire Commission, except for any amendments to this Agreement adopted in accordance with Article X hereof. This Agreement supersedes all prior and contemporaneous agreements, statements, understandings, and representations of the parties regarding the terms and conditions of the Fire Board, Fire Commission, and Fire Department, except as provided in the preceding sentence. No waiver of 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.

E. 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 facsimile transmission, by overnight courier, or by mail, and shall be deemed to have been duly given and to have become effective (i) one day after having been delivered in person or by facsimile, (ii) one day after having been delivered to an overnight courier, or (iii) three days after having been



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deposited in the mails as certified or registered mail, all fees prepaid, directed to the parties or their assignees at the following addresses (or at such other address as shall be given in writing by a party hereto): **Village Clerk, Village of Whiting, with a copy to the Village President; and Village Clerk, Village of Plover, with a copy to the Village President.**

F. Expenses. Except as otherwise specifically provided in this Agreement, the parties shall pay their respective expenses and costs incurred or to be incurred in negotiating and carrying out the terms of this Agreement, including without limitation all of their respective attorneys' fees.

ARTICLE XIII: ADOPTION OF ORDINANCE

The Municipalities will repeal any respective ordinances creating the heretofore existing fire departments serving such Municipalities, and adopt this Intergovernmental Agreement for purposes of creating the Plover/Whiting Fire Department, and Plover/Whiting Fire Commission.

ARTICLE XIV: EFFECTIVE DATE

This agreement is effective immediately upon full execution of the parties, subject to the following. The Fire Department described herein shall be in existence with full authority at 12:01:01 a.m. on January 1, 2012. The Fire Board described herein shall be in existence with full authority immediately upon full execution of this agreement, following the appointment of the Fire Board as described herein. The Fire Commission described herein shall be in existence immediately upon full execution of this agreement, following the appointment of the Fire Commission as described herein, for the limited purpose of preparing for the timely full implementation, and shall have full authority at 12:01:01 a.m. on January 1, 2012.

VILLAGE OF PLOVER

VILLAGE OF WHITING

Village President
Dated this ___ day of _____, 2011

Village President
Dated this ___ day of _____, 2011

ATTEST:

ATTEST:

Village Clerk
Dated this ___ day of _____, 2011

Village Clerk
Dated this ___ day of _____, 2011