

# **FIRE PROTECTION AGREEMENT MILTON AND MILTON TOWNSHIP FIRE DEPARTMENT**

## **I. Authorization**

This Agreement is entered into pursuant to the provisions of Wisconsin Statutes §60.55 and §66.0301.

## **II. Purpose and Intent**

This Agreement is entered into for the purpose of providing fire and EMS protection for the Town of Milton and City of Milton.

## **III. Name**

The name of the Department shall be the Milton and Milton Township Fire Department. The operation of the department shall be administered by a Board of Commissioners. The Commission will be named the Milton and Milton Township Fire Commission and will be the governing body for the Milton and Milton Township Fire Department.

## **IV. Commission Members**

The Commission members shall be defined by the By-Laws attached to this Agreement. The By-Laws of the Commission will be reviewed annually and shall be amended by a majority vote of the full Commission.

## **V. Fiscal Responsibilities**

### **A. Joint Ownership**

All assets are owned and maintained by the Department. The Department is owned equally by the Town of Milton and City of Milton.

### **B. Annual Budget**

The fire department budget shall be established on an annual basis with each municipality responsible for half of the approved budget. Budget approval must be by a majority vote of the full Commission.

### **C. Fees Collected**

Any fees collected for annual contract fees will be used to offset expenses for the two municipalities.

## VI. Officers of the Fire Department

The Commission shall appoint the Chief of the Department subject to the approval of the full Milton and Milton Township Fire Commission. The term of the office of the Fire Chief shall be as provided in Wis. Stats. §62.13(3). The Chief will be responsible for appointing all other officers through a procedure established by the Chief and approved by the full Milton and Milton Township Fire Commission.

## VII. Contract

This Agreement shall be renewed on a yearly basis unless terminated by written notice. A minimum 180 day written notice must be given to the Clerk of the other municipality by the municipality wishing to terminate the Agreement. At termination there shall be an equal allocation of assets and liabilities of the Department between the City of Milton and the Township of Milton. In the event that the parties are unable to agree to an allocation of assets and liabilities the remaining matters in dispute shall be submitted to arbitration. The City of Milton and Town of Milton shall agree on one individual to serve as arbitrator. The Department shall pay the cost of such arbitration proceedings. In the event the Department does not have sufficient funds to pay for any portion of the arbitration proceedings, the City and Township shall be equally responsible for payment of the costs of the proceedings.

Approved by Resolution of the Common Council of the City of Milton this 6<sup>th</sup>  
day of October, 2009.

By:

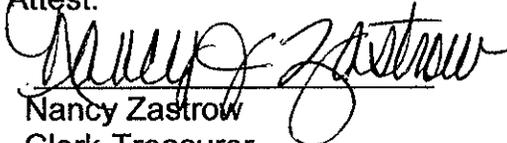


Thomas Chesmore

Mayor

Date: October 24, 2009

Attest:



Nancy Zastrow  
Clerk-Treasurer

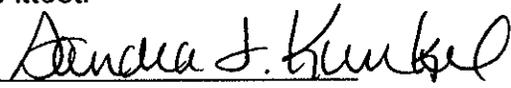
Date: October 7, 2009

Approved by Resolution of the Town Board of the Town of Milton this 26<sup>th</sup> day of OCTOBER, 2009.

By:

  
Bryan Meyer  
Town Chair

Attest:

  
Sandy Kunkel  
Town Clerk