AMENDMENT
TO
BROOKLYN FIRE AND EMS PROTECTION DISTRICT AGREEMENT INC

This Amendment to Brooklyn Fire and EMS Protection District Agreement (the Amendment) is by and among the Village of Brooklyn in Dane and Green Counties, and the Towns of Oregon in Dane County, Rutland in Dane County, Brooklyn in Green County, and Union in Rock County, Wisconsin, and is to be effective upon execution by the parties.

RECITALS

1. The Village and the Towns party to this Amendment are authorized by the Wisconsin Statutes to provide fire protection and emergency services, and are authorized by Section 66.0301, Wisconsin Statutes, to contract with each other for the joint furnishings of those services.

2. Pursuant to this authority, said Village and Towns entered into the Brooklyn Fire and EMS District Agreement, effective July 10, 2000 (Agreement), to jointly provide fire protection and emergency services within the area defined in the Agreement.

3. The Agreement provided a plan for administering the provision of fire protection and emergency services, and included creation of a Commission to govern the "Brooklyn Fire and EMS Protection District" (District).

~~4. The District has decided that it wishes to borrow money and issue revenue bonds for certain purposes authorized under Section 66.0301 and Section 66.0621, Wisconsin Statutes.~~

~~5. The District has been advised that it must amend the Agreement in certain ways to become eligible for funding by the U.S. Department of Agriculture, Rural Development, through its community facility loan program.~~

~~4~~. The District wishes to make changes to several parts of the Amended and Restated Brooklyn Fire and EMS Protection District Agreement signed and dated August 1, 2005.

To this end, said Village and Towns hereby agree to amend and restate the Agreement so that it shall read as set forth on Exhibit 1, attached hereto and incorporated herein.

EXHIBIT 1

AMENDED AND RESTATED

BROOKLYN FIRE AND EMS PROTECTION DISTRICT INC. AGREEMENT

By and for:

Town of Brooklyn
Town of Oregon
Town of Rutland
Town of Union
Village of Brooklyn

DRAFT

AMENDED AND RESTATED BROOKLYN FIRE AND EMS PROTECTION DISTRICT INC. AGREEMENT

This Amended and Restated Brooklyn Fire and EMS Protection District Inc. Agreement (herein referred to as the Agreement) is made and entered into by and among the Town of Oregon in the county of Dane, the Town of Rutland in the county of Dane, the Town of Brooklyn in the county of Green, the Town of Union in the County of Rock, and the Village of Brooklyn in the Counties of Dane and Green, all in the State of Wisconsin (herein referred to as the Municipalities).

ARTICLE I – PURPOSE

This Agreement, entered into pursuant to the provisions of Section 66.0301, Wisconsin Statues, is intended to consolidate the Municipalities' fire protection and emergency medical services into a single district government by a commission, for the purpose of providing such services in the territory defined herein.

ARTICLE II – NAME

The name of the commission created by this Agreement (herein referred to as the Commission) shall be the BROOKLYN FIRE AND EMS PROTECTION DISTRICT INC. (herein referred to as the District). References herein to actions by the District shall be understood to mean actions by the Commission doing business as and in the name of the District.

ARTICLE III – TERRITORY

The following described area (herein referred to as the Territory) shall be served by the District: Town of Oregon; all of Sections 31, 32, 33, 34, 35, 36 and the south halves of Sections 25, 26, 27, 28, and 29.

Town of Union: all of Sections 4, 5, 6, 7 and the north half of Section 8.

Town of Rutland: all of Sections 27, 28, 29, 30, 31, 32, 33, 34, 35 and the south half of Sections 19 and 20. (Sections 36 removed on 6/08/83 and the south halves of 19 and 20 were added).

Town of Brooklyn: Sections 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, north halves of Sections 7, 25, 26, and 27.

Village of Brooklyn in total.

ARTICLE IV – THE COMMISSION

DRAFT

Commissioners: The District shall be operated by the Commission. The Commission shall consist of five (5) members (herein referred to as "Commissioners"), with one (1) being appointed by each Town that is party to this agreement and one (1) by the Village of Brooklyn. Each Commissioner shall have one (1) vote on all matters pertaining to the District.

Term of Office: Each Commissioner shall serve at the pleasure of the municipality that appointed him/her. Each Commissioner shall remain in office until his/her successor is appointed and is sworn in. Each successor Commissioner shall hold office in the same manner.

Vacancies: Any vacancy on the Commission shall be filled by appointment by the Municipality that appointed the person to the vacant position. The Municipality shall notify the Secretary/Treasurer of the name of the person to fill the vacancy.

Substitute Commissioners: In the event that the appointed Commissioner is unable to attend a meeting, the Municipality he/she represents may appoint a temporary Commissioner with voting rights for that meeting. The Municipality must notify the Secretary/Treasurer of the name of the person to fill that position. If that replacement is for the President of the Commission, the replacement shall serve merely as a Commissioner and shall not exercise the duties and powers of the President. In such a circumstance, the Vice-President shall act as President.

Officers: The officers of the Commission shall be a President, Vice-President and a Secretary/Treasurer. The President and Vice-President shall be elected by a majority of all the members of the Commission at the Commission's annual meeting held in ~~October~~. September. The Commission shall appoint a Secretary/Treasurer and may appoint an Assistant Secretary/Treasurer who need not be a member of the Commission. The Secretary/Treasurer and Assistant Secretary/Treasurer shall not have voting powers if he/she is not a Commissioner. Each officer shall serve for a term of one (1) year beginning on January 1of the next calendar year and ending on December 31 of that year. The duties of the officers shall be as follows:

> President – The President shall: preside at all meetings of the Commission; insure that all the actions of the Commission are effectuated; execute all documents authorized by the Commission; and do all the things as directed from time to time by the Commission.
>
> Vice-President – The Vice-President shall: discharge the duties of the President in the event of his/her absence or disability; and perform such additional duties as may arise from time to time be prescribed by the Commission or the President.
>
> Secretary/Treasurer – The Secretary/Treasurer shall: keep a complete record of all transactions and proceedings conducted by the Commission; act as custodian of monies received by the District; sign with the President all checks written for The District; provide all notices required by this Agreement, the Commission and state law; be custodian of all records of the District; prepare and file all reports required

by this Agreement or otherwise required by law; prepare and file the annual report required by WI. Statute 181.1622; provide a report of the financial position of the District at each regular meeting of the Commission and at such other time as may be requested by the Commission or its President and perform all other duties incident to the office of Secretary/Treasurer. The Secretary/Treasurer shall execute and file a surety bond from a surety company licensed to do business in Wisconsin in such amount as fixed by the Commission and the Commission shall pay the premium therefore.

Assistant Secretary/Treasurer – The Assistant Secretary/Treasurer shall: perform in conjunction with or in the absence of the Secretary/Treasurer; all of the assigned duties as specified in the Secretary/Treasurer position.

Meetings: The Commission ~~shall meet at least annually on the second Wednesday in October~~ may meet monthly, the third Wednesday of each month. The Commission shall meet annually on the second Wednesday in October September to elect officers, prepare the budget for the next fiscal year, and conduct any other necessary business. The Commission may meet at other times ~~in a special meeting as hereinafter provided~~ during the year at the call of the President or by a motion at any prior board meeting. Such meetings shall be held at the place where apparatus of The District is housed and shall be open to the public. The purpose of the meetings shall be to conduct any and all business related to management of the District. The date, time and agenda for the meeting shall be emailed to the Town/Village Clerk of each municipality.

At the call of the President or any two Commissioners the Secretary/Treasurer shall call a special meeting at such reasonable times and places as the President may direct, provided such meeting shall be held no later than fifteen (15) days after the date of the notice. The Secretary/Treasurer shall provide notice to each member of the Commission and the Town/Village Clerk of each municipality by mailing or emailing such notice at least five (5) days prior to any such special meeting, unless it is an emergency meeting. The Secretary/Treasurer shall post notice of all meetings of the Commission as may be required by law, which is currently embodied in Sections 19.81-19.85 of the Wisconsin Statutes. Notices of special meetings shall contain a statement as to the purpose of such special meeting and no other business may properly come before such special meeting. Emergency meetings may be called provided that 2 hours notice is given. Actual presence by a Commissioner or a written waiver of notice by a Commissioner of any such special meeting shall serve as a waiver of the requirement of such five (5) day notice to any such Commissioner so attending or providing written waiver of such notice. The Secretary/Treasurer shall prepare and provide to each Commissioner at the same time the aforementioned notice of the meeting is provided to the Commissioners.

A majority of the Commission shall constitute a quorum for all purposes except as otherwise provided in this Agreement.

Powers of the Commission: The Commission, doing business as and in the name of the District, shall have all of the powers of the Municipalities necessary or useful to providing fire protection and EMS services, and is authorized to do all acts necessary to

DRAFT

exercise such powers to fulfill the proposes of this Agreement, including borrowing money by issuing revenue bonds pursuant to Section 66.0621, Wisconsin Statues and other forms of indebtedness as permitted by law and shall have title to, and possession, care, control and management of, the affairs and all of the property of the District, including all vehicles, equipment building and real estate, pursuant to the terms and conditions of this Agreement. The full repayment of said ~~revenue bonds~~ is hereby guaranteed jointly and severally by the municipalities, each of which agrees to levy a tax sufficient for this purpose, if necessary.

The Commission shall have the exclusive power to transact business as and in the name of the District and this power shall include, but not be limited to, the power to: (a) own property; (b) sign contracts; (c) hire and discharge District employees and retain consultants; (d) borrow money, including the issuance of bonds and other forms of indebtedness as permitted by law; (e) maintain bank accounts; (f) establish reasonable user charges for provision of services pursuant to this Agreement; (g) adopt rules and regulations for the overall management and control of the District and the conduct of Commission meetings; enter into intergovernmental cooperative agreements for the furnishing and obtaining of fire and EMS services.

The Commission shall have the power to authorize the President and Secretary/Treasurer and Assistant Secretary/Treasurer to execute all documents, which may be necessary or desirable to carry out the business of The District.

The Commission shall have the authority to conduct background checks on any District personnel or future personnel, as it deems necessary.

The Commissioners shall consult with and consider the advice of the Fire Chief and the EMS Director regarding matters pertaining to their respective departments.

Administrative Structure: The District will be internally organized for administrative purposes as two departments: the Fire Department and the Emergency Medical Services Department, hereinafter referred to as Fire Department and EMS, respectively. To the extent described in this Agreement, the two departments will be maintained separately, but will at all times and in all ways be under the supervision and control of the Commission.

The District shall employ the persons necessary to provide fire protection and emergency services, which groups of employees shall be referred to as the Fire Department and EMS Service, respectively.

The District shall appoint from those employees a Fire Chief, Assistant Fire Chief, EMS Director and Assistant EMS Director pursuant to the following procedure.

Appointment of Fire Chief, Assistant Fire Chief, EMS Director and Assistant EMS Director: In December, the Fire Department employees shall, by majority vote, recommend to the Commission the person that the Commission should appoint as Fire Chief. Appointment by the Commission requires a majority vote of the Commission.

Should the Commission not appoint the recommended candidate, the process shall be repeated with vote to determine a new recommendation to be held within ten (10) business days from the rejection. The candidate that has been appointed by the Commission shall be sworn be sworn in by the President within ten (10) working days after notification of approval. The Fire Chief shall serve for a term of ~~one~~ two years beginning January 1 of ~~that~~ the next calendar year and ending at midnight December 31 of ~~that~~ the following year, unless he/she is removed earlier with or without cause by the majority vote of the Commission or unless he/she can not complete their term of office. Such a removal process shall only occur at a special meeting held by the Commission for that sole purpose. In the event the Commission removes the Fire Chief or he/she cannot complete their term of office, a vote by members of the Fire Department to recommend a replacement for the Fire Chief, subject to Commission appointed, as provided for earlier in this paragraph, shall be held within ten (10) days of the date removal, resignation, or death of the Fire Chief. The Assistant Fire Chief shall serve and assume the duties of the Fire Chief until the person recommended by a majority vote of the Fire Department personnel is appointed by the Commission and is sworn in. The person removed by the Commission shall not be eligible to serve as Fire Chief or Assistant Fire Chief. The term for each shall renew in opposite years.

The same appointment/term process shall be followed for the Assistant Fire Chief, the EMS Director and the Assistant EMS Director, except that EMS personnel will vote to recommend the EMS Director and Assistant EMS Director to the Commission.

Duties of the Fire Chief: Subject to the Commission's direction, the Fire Chief shall supervise and direct the day-to-day operations of the Fire Department personnel.

Duties of the Assistant Fire Chief: Subject to the Commission's direction, the Assistant Fire Chief shall assist the Fire Chief in the discharge of his or her duties.

Duties of the EMS Director: Subject to the Commissioner's direction, the EMS Director shall supervise and direct the day-to-day operations of EMS personnel, including ambulance billing and collection.

Duties of the Assistant EMS Director: Subject to the Commissioner's direction, the Assistant EMS Director shall assist the EMS Director in the discharge of his or her duties.

ARTICLE V – FISCAL AND BUDGET

Fiscal Matters: Annually, by the first last Wednesday of ~~October~~ August, the Fire Chief and EMS Director shall submit to the Secretary/Treasurer a proposed budget for the District for the next fiscal year. The Secretary/Treasurer will take Fire and EMS budgets and incorporate all necessary items to present budget and revenues to the Commission All proposed capital expenditures shall be identified separately in the budget. The Commission shall review the proposed budget and prepare and approve a budget for the District for the next fiscal year, which budget shall be in conformity with Section 65.90 ~~Wis. Stats~~ Wisconsin Statute. The Commission shall have final authority to determine such budget.

By the Third Wednesday in ~~October~~ September, the Secretary/Treasurer shall notify the Municipalities, in writing, of their respective share of the District's budget for the following year.

Each Municipality shall pay to the District its proportionate share of the District's annual budget in ~~three~~ four installments to satisfy the following schedule of payment:

~~35%~~ 25% of the budget shall be paid by ~~April~~ January 15 of each year; plus
~~35%~~ 25% of the budget shall be paid by ~~September~~ April15 of each year; plus
~~30%~~ 25% of the budget shall be paid by ~~December~~ July15 of each year; plus
25% of the budget shall be paid by October 15 of each year.

Any Municipality may prepay any amount at any time. Any Municipality that fails to make a required payment on a timely basis shall be required to pay, upon demand by the District, the required installment plus 1% per month interest on such delinquent installment until such sum is paid.

Payment Formula: Each municipality's proportionate share of the District's annual budget shall be computed as shown on schedule A attached.

At the request of any Municipality, the Commission shall reexamine the methodology for calculation of the Municipalities' contributions to the District to ensure that each Municipality's share continues to be fair.

Budget: The budget shall include, at a minimum, a sum sufficient to (1) operate and maintain the District and its provision of fire protection and emergency services, and (2) to fully and timely pay all debt service coming due in the budget year on any revenue bonds or other debt instruments issued by the District

The following limitation shall be applicable only with respect to years in which there are not outstanding any revenue bonds issued by the District pursuant to Section 66.0621, Wisconsin Statutes: or other forms of indebtedness as permitted by law ~~unless otherwise agreed to by all of the Municipalities,~~ that portion of the annual budget allocated to the Fire Department shall not exceed a sum which would result in a tax rate of more than one and one-half (1 ½) mills of the equalized assessed valuation of the property in the Territory. Nor may the Commission include in the budget a sum allocated to the EMS Department which would exceed, on a per capita basis, $15 per resident in the Territory.

Each Municipality shall cooperate with the District in providing equalized assessed valuations and population figures requested by the District to facilitate the computation of the allocation of the Budget among the Municipalities. ~~The population figures shall be provided to the District by September 1 of each year.~~ The District Secretary/Treasurer shall contact all Municipalities for equalized value and population as part of the complete budget documents presented to the Commission. Equalized value will be comprised of the equalized value of land and improvements only. Personal Property will not be included in the total

DRAFT

The Municipalities agree to seek reimbursement from the County and the Highway Commission for the State of Wisconsin for every fire call made by the District on County Trunk Highways and state and national interstate highways. Such reimbursement is authorized by Wisconsin Statutes. The Municipalities agree to remit to the District, promptly upon receipt, all such reimbursements received by each Municipality. In the event a similar reimbursement statute should be enacted regarding reimbursement for emergency medical service calls, each of the Municipalities agrees to seek reimbursement pursuant to the terms of such statute and promptly remit the same to the District upon receipt.

In addition, the Municipalities shall make application, pursuant to Section 601.93 of the Wisconsin Statures, for the two percent (2%) fire department dues paid as provided therein as provided by these statutory sections. The Municipalities shall promptly remit to The District all fire department dues so obtained.

The Municipalities agree that the Commission may seek any reimbursements, grants, funds or fees distributed by County, State, Federal or other sources that may be available to the District. All such funds when received shall be applied to the District budget in a manner consistent with any restrictions and/or limitations imposed upon such funds.

ARTICLE VI – MISCELLANEOUS

Compensation: The Commission shall have the exclusive power to establish and pay out of the funds of the District compensation to the firefighter and EMS personnel of the District, including the Fire Chief, Assistant Fire Chief, EMS Director, and Assistant EMS Director. The Commission may reimburse each of its Commissioners all reasonable expenses incurred in the performance of their duties for The District.

The Commission shall establish and annually allocate the funds to the Fire Department Retirement Account. This account is subject to the following guidelines:

1. Payment to the Retirement Account will be made annually from the District budget.
2. An individual must have been an active employee for twenty (20) years and retired in good standing with the Fire Department.
3. Firefighters must be 62 years of age to qualify for retirement benefits.
4. Any Fire Department personnel that become permanently disabled while in the scope of their duties with the Fire Department shall be eligible for retirement benefits at retirement age, without regard to years of service. The firefighter is totally disabled if he/she is permanently unable to perform the duties of a firefighter.
5. Retirement amounts will be paid to all eligible fire department personnel in the month of December by the ~~Secretary/Treasurer of the District~~ Brooklyn Fire Department Treasurer.

6. Retirement amounts will be calculated and distributed based only on the interest accrued on the Fire Department Retirement Account and at no time from the principal. Individual amounts will be apportioned based on total years of active service.
7. Changes to these guidelines may be made by a 4/5ths vote of The Board. These funds may not be used for any other purpose.

Penalties: Any employee or Commissioner of the District who resigns or is removed must return all District property to the District within five days. Failure to comply within the five days will result in a 5% penalty per day of the replacement cost of the property. After 30 days, the case will be turned over to the appropriate law enforcement agency for appropriate action for collection of the property and penalty.

Change in Territory Served: This Agreement shall absolutely bind the Municipalities and shall continue in full force and effect as to each of them for so long as any revenue bonds ~~or other debt instruments~~ issued by the District pursuant to section 66.0621, Wisconsin Statutes or other forms of indebtedness as permitted by law. ~~and held by Rural Development, U.S. Department of Agriculture, or successor,~~ remain outstanding. ~~No withdrawal by a Municipality, change in the Territory, or other revision to or amendment of the Agreement will be permitted during this period, except with the express written consent of the holder of 75% or more of the outstanding revenue bonds or other debt instruments other forms of indebtedness as permitted by law issued by the District. No withdrawal by a Municipality, change in the Territory, or other revision to or amendment of the Agreement will be permitted during this period, except with the express written consent of the holder of 75% or more of the outstanding revenue bonds or other debt instruments other forms of indebtedness as permitted by law issued by the District.~~

When no such revenue bonds or ~~other such debt instruments~~ other forms of indebtedness as permitted by law are outstanding, the Municipalities may, by written amendment to the Agreement, agree to enlarge or reduce the territory to be furnished fire protection and emergency medical services by the District.

Any amendment to modify the Territory served by the District which results in increasing the Territory shall include any other condition or requirement appropriate to that modification, including the immediate or future payment of any additional fees to the District or assumption of a proportionate share of existing indebtedness. In the event there is an amendment to reduce the size of the Territory, the District shall pay to the Municipality in which the portion of the Territory being withdrawn is located, a sum equal to the following:

A. Fire Department. The sum to be paid will be calculated as shown on Schedule B attached.
B. EMS Department. The sum to be paid will be calculated as shown on Schedule C attached.
C. Payment Schedule. Any sums to be paid will be calculated by the foregoing subparagraphs A and/or B shall be paid within five (5) years

from the date of withdrawal of the property from the territory, upon terms and conditions determined by a 4/5ths vote of the Board.

Any modification of the Territory shall take into account, among other things, sound fire and EMS protection for the Territory.

Amendments: With respect to the budget limits imposed on the Commission, the budget payment schedule for the Municipalities and the description of the property located in the Territory, This Agreement may only be amended by approval of 4 of the 5 Municipalities, ~~subject to also obtaining the express written consent of holders of 75% or more of any revenue bonds or other any debt instruments issued by the District then outstanding~~. In all other regards, this Agreement may be amended by the approval of 4 of the 5 Municipalities or an affirmative vote of 4 of the 5 Commissioners of the District, ~~subject to also obtaining the express written consent of holders of 75% or more of any revenue bonds or other any debt instruments issued by the District then outstanding~~. In the event the Municipalities desire to amend this Agreement, they shall give the Commission at least five (5) days written notice of the meetings at which such decision is intended to be made.

Agreement to Take Effect: This Agreement shall absolutely bind the Municipalities and shall continue in full force and effect as to each of them for so long as any revenue bonds ~~or other debt instruments~~ issued by the District pursuant to section 66.0621, Wisconsin Statutes, ~~and held by Rural Development, U.S. Department of Agriculture, or successor,~~ or other forms of indebtedness as permitted by law remain outstanding. ~~No withdrawal by a Municipality, change in the Territory, or other revision to or amendment of this Agreement will be permitted during this period, except with the express written consent of the holders of 75% or more of the outstanding revenue bonds or other debt instruments issued by the District.~~ This Agreement shall remain in effect until such time as changed or rescinded pursuant to the provisions of this Agreement. ~~The EMS department operations shall be implemented when and as determined by the Board.~~

This agreement will go into effect on the date the agreement is signed by four (4) of the five (5) Municipal Boards and will be reviewed every 3 years. This agreement will remain valid and in full force and effect until superseded by an agreement signed by four (4) of the (5) Municipalities

DRAFT

We, the undersigned Municipalities, pursuant to the specific authority and direction of our respective governing bodies, hereby approve the Amended and Restated Brooklyn Fire and EMS Protection District Inc. Agreement to be effective on the _____day of _____, 2016.

TOWN OF OREGON

By:_____
Town Chairman

By:_____
Town Clerk

VILLAGE OF BROOKLYN

By:_____
President

By:_____
Village Clerk

TOWN OF RUTLAND

By:_____
Town Chairman

By:_____
Town Clerk

TOWN OF BROOKLYN

By:_____
Town Chairman

By:_____
Town Clerk

TOWN OF UNION

By:_____
Town Chairman

By:_____
Town Clerk

DRAFT

Schedule A

Formula to determine each Municipality's share of the District's annual budget

Equalized Valuation figures will be calculated from the most current figures that are given to each Municipality by the Wisconsin Department of Revenue.

Equalized assessed value of that Portion of the Territory located within The Municipality	X	that portion of the District's budget allocated to the Fire Department
Equalized assessed value of al of the property in the Territory		

PLUS

Population figures will be calculated from the preliminary estimated figures that are given to each municipality by the Wisconsin Department of Administration in the current year.

Total population in that portion of the Territory located within the Municipality	X	That portion of the District's budget allocated to the EMS Department
Total population in the Territory		

DRAFT

Schedule B

(1/2) X The most current equalized assessed value of the property being withdrawn from the District	X	(Appraised Value)

Less

That portion of the District debt Allocated to the Fire Department	X	the most current equalized assessed value of the property being withdrawn from the District

_____

The equalized assessed value of all of the Property in the District

AND LESS

The cost of an appraisal obtained by the board to determine the fair market value of the portion of the assets of the District utilized by the Fire Department (Appraised Value)

DRAFT

Schedule C

(1/2) X The population in the area being withdrawn from the District X (Appraised Value)

_____

The total population of the District

Less

That portion of the District debt Allocated to the EMS Department X the population in the area being withdrawn from the District

_____

The total population of the District

AND LESS

The cost of an appraisal obtained by the board to determine the fair market value of the portion of the assets of the District utilized by the EMS Department (Appraised Value)

DRAFT