

**INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN
THE TOWN OF БЕЛОIT AND THE VILLAGE OF _____**

This Intergovernmental Agreement, hereinafter "Agreement," by and between the Town of Beloit, Rock County, Wisconsin, its successors and assigns, hereinafter "TOWN" and the Village of _____ Rock County, Wisconsin, its successors and assigns, hereinafter "VILLAGE," is entered into this ____ day of _____, 20__.

WHEREAS, the TOWN is a body corporate and politic with full legal authority to enter into this Agreement by the powers afforded it pursuant to §§66.0213(3), 66.0301, 66.0313 and 60.01(2)(c) Wis. Stats.;

WHEREAS, the VILLAGE is a body corporate and politic, with full legal authority to enter into this Agreement by the powers afforded it pursuant to §§66.0213(1) and (3), 66.0301, 66.0313 and 61.34 Wis. Stats.;

WHEREAS, a referendum question was voted on by the citizens residing in the proposed Village on _____, 20__ at which time the electors voted in favor of incorporating a portion of the then Town of Beloit into today's VILLAGE;

WHEREAS, the VILLAGE was duly incorporated previously on _____, 20__ by certification of the Secretary of Administration of the State of Wisconsin; and

WHEREAS, the TOWN and VILLAGE desire to enter into this Agreement for the purposes of providing services necessary for the continued health and safety of their respective citizens and sharing in the cost of the same; and

WHEREAS, the services intended to be shared are services previously provided to the TOWN citizens prior to the incorporation of the VILLAGE and are expected and intended to continue to serve the citizens of both the VILLAGE and the TOWN; and

WHEREAS, the VILLAGE and TOWN anticipate annexation of the whole TOWN pursuant to §66.0219 Wis. Stat. or the consolidation of the TOWN and VILLAGE into a single village through another method as may be provided by law; and

WHEREAS, the TOWN and VILLAGE consider the Agreements made herein to be in the best interest of the TOWN and VILLAGE residents and a fair distribution of all assets and liabilities considering all matters before it at this time; and

NOW, THEREFORE, it is hereby agreed that the following services and costs of said services will be shared as stated hereinafter:

**ARTICLE I
INCORPORATION OF RECITALS**

The Recitals set forth hereinabove setting forth background, facts and basic reasoning for this Agreement are incorporated herein as if set forth fully in the body hereof.

ARTICLE II POLICE DEPARTMENT

1. By this Agreement the TOWN and the VILLAGE do hereby create a joint police department hereinafter to be known as the Village of _____ Police Department. This department shall continue in operation for the term of this Agreement as a full-time police department.

2. "Continue in operation" for purposes of this section shall mean that the department shall have an adequate number of staff members, equipment and man hours, and shall allocate its equipment and staff, to continue to provide services at the same level to the TOWN and the VILLAGE as existed immediately prior to initiation of the incorporation process.

3. The TOWN and VILLAGE both hereby authorize the Village Police Department to operate within both the TOWN and the VILLAGE limits, and to enforce all state and federal laws and the ordinances of the TOWN and the VILLAGE as applicable, with the full force and authority each as if it were a department of the either municipality individually. Promptly upon execution of this Agreement, the VILLAGE and TOWN shall each enact appropriate ordinances as may be necessary to formally grant such authority.

4. By this Agreement the TOWN and the VILLAGE understand that the personnel and assets of the Police Department will be used to provide protective services to both the TOWN and the VILLAGE as the Chief of Police and need for services dictate. It is contemplated, understood and expected that the Police Department services and assets will not be equally utilized in both the TOWN and VILLAGE. Notwithstanding the foregoing, all decision regarding allocation of resources shall be made based solely on the law enforcement needs of each area and the available resources from time to time and shall not discriminate in any manner on the basis of the location of the property served being within the TOWN or VILLAGE boundaries.

5. A joint Police and Fire Commission shall be established pursuant to §62.13(2m), Stats. composed of three members appointed by the VILLAGE and two members appointed by the TOWN which shall have the jurisdiction provided in §62.13, Stats. [\(except for optional powers under §62.13 \(6\)\)](#). Each commissioner shall be appointed for a term of 5 years, except that the terms of the initial appointees shall be staggered, with the VILLAGE making appointments for 1, 3 and 5 year initial terms, and the TOWN making appointments for 2 and 4 year initial terms. In the event the joint police department is terminated as provided herein, the Police and Fire Commission shall be reconstituted as a Fire Commission only, and shall have no further jurisdiction over the Police Department.

~~6. All forfeitures generated by citations issued by the Police Department shall be paid to the VILLAGE treasurer, to be credited exclusively to the Police Department account to reduce cost of police services for the mutual benefit of the TOWN and VILLAGE.~~

7. The TOWN shall be permitted to terminate the Joint Police Department by providing the VILLAGE written notice at least eighteen (18) months prior to June 30 of any year.

**ARTICLE III
FIRE DEPARTMENT**

1. By this Agreement the TOWN and the VILLAGE do hereby create a joint Fire Department hereinafter to be known as the Village of _____ Fire Department. This department shall continue in operation for the term of this Agreement as a full-time Fire department, providing fire and emergency medical services to the Village and Town.

2. "Continue in operation" for purposes of this section shall mean that the department shall have an adequate number of staff members and man hours to continue to provide services at the same level to the TOWN and the VILLAGE as existed immediately prior to the initiation of the incorporation process.

3. The TOWN and VILLAGE both hereby authorize the _____ Fire Department to operate within both the TOWN and the VILLAGE limits providing Emergency Fire and Medical Services, and to exercise all powers of a fire department or EMS department as if it were a department of the municipality in which it is operating from time to time. Promptly upon execution of this Agreement, the VILLAGE and TOWN shall each enact appropriate ordinances as may be necessary to formally grant such authority. Notwithstanding the foregoing, all decision regarding allocation of resources shall be made based solely on the emergency response needs of any area from time to time and shall not discriminate in any manner on the basis of the location of the property served being within the TOWN or VILLAGE boundaries.

4. By this Agreement the TOWN and the VILLAGE understand that the assets of the _____ Fire Department will be used to provide protective services to both the TOWN and the VILLAGE as the Chief of Fire and need for emergency services dictate. It is contemplated, understood and expected that the Fire Department services and assets may not be equally utilized in both the TOWN and VILLAGE.

5. The Police and Fire Commission created under Section II (5) shall have jurisdiction over the Fire Department as provided in §62.13 [\(except for optional powers under §62.13 \(6\)\).](#)

6. All fees for service generated by the Fire Department shall be paid to the VILLAGE treasurer, ~~to be credited exclusively to the Fire Department account to reduce cost of fire service for the mutual benefit of the TOWN and VILLAGE.~~

**ARTICLE IV
DEPARTMENT OF PUBLIC WORKS**

1. By this Agreement the TOWN and the VILLAGE do hereby create a joint Department of Public Works to be known as the Village of _____ Department of Public Works. This department shall continue in operation for the term of this Agreement as a full-time Public Works Department.

2. "Continue in operation" for purposes of this section shall mean that the department shall have an adequate number of staff members, equipment, supplies and man hours to continue to provide services at the same level to the TOWN and the VILLAGE as existed immediately prior to the initiation of the incorporation process.

3. By this Agreement the TOWN and the VILLAGE understand that the assets of the _____ Department of Public Works will be used to provide road maintenance and parks & forestry services to both the TOWN and the VILLAGE as the Director of Public Works and circumstances dictate. It is contemplated, understood and expected that the Public Works Department services and assets will not be equally utilized in both the TOWN and VILLAGE, but decisions on the allocation of services shall not discriminate in any way based on the location of the need for service being within the VILLAGE or TOWN. ~~Road repairs shall be prioritized based primarily on PACER ratings. These recommendations being presented by staff based on PACER, available resources, Capital Improvement Plans and other variables.~~

Commented [SR1]: TOWN ADMINISTRATOR COMMENT Article IV, Section 3- Would the allocation of maintenance resources not be decided by recommendation of a Public Works Commission, or would the decision be solely based on Pacer. Since we will have a joint Public Works Commission, it makes sense to me to present them with the recommendations of staff in regards to maintenance and have them determine the use of resources. These recommendations being presented by staff based on PACER, available resources, Capital Improvement Plans and other variables. If we lock into a contractual requirement to follow PACER for these, we may be faced with a great many issues down the road.

**ARTICLE V
COMMUNITY DEVELOPMENT DEPARTMENT**

1. By this Agreement the TOWN and the VILLAGE do hereby create a joint Community Development Department to be known as the Village of _____ Community Development Department. This department shall continue in operation for the term of this Agreement as a full-time Community Development Department.

2. "Continue in operation" for purposes of this section shall mean that the department shall have an adequate number of staff members and man hours to continue to provide services at the same level to the TOWN and the VILLAGE as existed immediately prior to the initiation of the incorporation process. At a minimum, the services to be provided by the Community Development Department are set forth in Addendum B

3. By this Agreement the TOWN and the VILLAGE understand that the assets of the Community Development Department will be used to provide Inspection, Code Compliance, Planning and Economic Development services to both the TOWN and the VILLAGE as the Director of Community Development/Zoning Administrator and circumstances dictate. It is contemplated, understood and expected that the Community Development Department services and assets will not be equally utilized in both the TOWN and VILLAGE, but decisions allocating resources for such services shall not discriminate in any way based on whether the service is being provided to the VILLAGE or TOWN.

**ARTICLE VI
JOINT GENERAL GOVERNMENTAL FUNCTIONS**

1. The former Town Hall ("HALL") shall be owned operated and maintained by the VILLAGE.

2. The TOWN shall be entitled to shared use of the former HALL during the term of this Agreement and shall be guaranteed reasonable access and sufficient time and space to carry out governmental functions.

3. The TOWN and VILLAGE shall share the services of an Administrator, Clerk, Treasurer, Assessor and other general governmental support staff ("Support Staff"). The costs of the Support Staff shall be divided on the basis of the Cost Formula set forth in Article VIII herein. It is understood and agreed that there may be certain matters that pertain to TOWN government only and may involve a potential conflict between Village and Town policies or interests. In such instances, the TOWN Board may appoint necessary public officials to act in the place of the regular staff member or officer, the costs for which shall be included in the joint budget. In the event the matter for which the public official has been substituted under this section relates to a statutory power attending the official's office, the VILLAGE shall appoint the replacement official as a deputy of the official replaced for such time as necessary to resolve the matter causing the appointment, and the replaced official shall formally decline to act in the matter.

4. All legal fees and costs, officers' fees and expenses and election expenses that are readily assignable to the TOWN and VILLAGE shall be paid by the TOWN and VILLAGE respectively, provided, however, that the VILLAGE and TOWN shall have the right to designate the attorney providing services in such matters relating to the VILLAGE or TOWN, respectively. In such matters, the officer involved shall be deemed an officer only of the VILLAGE or TOWN for purposes of the attorney-client relationship, and shall maintain the confidentiality of any attorney-client communications except for disclosures to the VILLAGE or TOWN to which the matter relates.

5. All other fees and expenses shall be shared on the basis of the Cost Formula set forth in Article IX herein.

6. Payments for Support Staff will be based upon the anticipated costs as derived from the approved budget year.

ARTICLE VII JOINT COMMITTEES

~~3.1.~~ Committees. Pursuant to Sections 60.01(2)(c), 61.34 and 66.0301, Stats., the TOWN and VILLAGE shall create the joint budget committee and one or more other joint committees to efficiently coordinate and administer each of the categories of services provided under Articles IV, V and VI.

2. Creation and Amendment of Committees. The TOWN and the VILLAGE shall create and amend all joint committees by creating and amending identical municipal ordinances. Any ordinance addressing committees mutually agreed upon by the parties may provide a plan for administration of such committees, which may include but is not limited to provisions as to proration of the expenses involved, deposit and disbursement of funds appropriated, submission and approval of budgets, creation of committees, selection and removal of committee members, and formation and letting of contracts. The ordinances creating the initial committees, which shall be enacted by the VILLAGE and TOWN at their first respective meetings following the

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Commented [SR2]: TOWN ADMINISTRATOR COMMENT
Article VII, Section 1- I have no problem adding in specific language regarding all committees as that is the way we had envisioned operating. Although, I think it would be easier to leave in a "blanket" clause. This is no shock and is how we currently operate with residents from both sides of the river.

execution of this Agreement (or the next subsequent meeting in the event less than 72 hours remains before the first meeting) are attached as Exhibit C.

3. Term. Joint committees shall exist so long as this Agreement is in effect, unless otherwise agreed by the TOWN. The dissolution of any joint committee shall be accomplished by the passage of an ordinance by both the TOWN and VILLAGE dissolving the joint committee, and subsequent publication of such ordinance. Any such ordinance dissolving a joint committee shall be effective ~~60 days after~~ immediately its passage and publication. Any outstanding financial obligations, plans or projects, and the distribution of any municipal assets, together with resolution of any other joint committee affairs shall be as agreed between the VILLAGE and TOWN. If the parties cannot agree to resolution of such issues, they may pursue any remedies as provided by law.

ARTICLE VIII ADJUSTMENTS OF ASSETS PURSUANT TO §66.0235 WIS. STAT.

1. Pursuant to the provisions of §66.0235 (2) (b) Wis. Stats, the Apportionment Board, comprised of the elected officials of the TOWN and VILLAGE have met and, by agreement, have determined the assets and liabilities from the best information obtainable and have assigned to the TOWN and the VILLAGE their proper proportion of assets and liabilities by assigning each particular asset or liability to the respective local governmental unit.

2. The adjustment of assets and liabilities is set forth in the Adjustment Agreement attached hereto and incorporated by reference as Addendum A.

3. The Adjustment Agreement sets forth the rationale and the consideration for the limitations on increase for cost of services to the TOWN under the provisions of ARTICLE VII herein.

ARTICLE IX COST OF SERVICE

1. Formula for Cost of Service. The initial cost of service to be borne by the TOWN for all services as provided for in ARTICLES II, III and V herein shall be determined by the ratio of the assessed valuation of all the taxable property in the TOWN to the assessed valuation of all the taxable property in the VILLAGE and TOWN according to the last assessment roll of the local governmental unit, multiplied by the current year's budget for the Police, Fire and Public Works and Community Development Departments the "Cost Formula"). The initial cost of service to the TOWN is detailed in Addendum B attached hereto and incorporated by reference.

2. Cost of Services Net of Revenue. The budget for each department shall mean the estimated cost of providing all services by that department, less all revenues received from any source, other than general property taxes, received by the VILLAGE attributable to the service of that department, and less a proportionate share of all other revenues based on the ratio of the individual department budget to the entire budget of the Village. In the event the TOWN opts to discontinue Police Services pursuant to the provisions of paragraph ____, the receipts and revenues associated with the Village Police Department shall be credited exclusively to the VILLAGE and the TOWN may contract with the VILLAGE for reduced services at a rate to be

Commented [SR3]: TOWN ADMINISTRATOR COMMENT Article VII Section 2- We cannot agree on ordinance prior to their being an elected or appointed governing body for the Town and Village (much like this contract). If both parties are working in good faith, I see no reason why there could not be draft ordinance ready-to-go with discussion and amendment by the two bodies before adoption after these bodies are created and meet.

Commented [SR4R3]: Agreed – this entire document will have no effect until the new Village is created, so the draft ordinances will be in the identical situation – trust is imperative.

Commented [SR5]: TOWN ADMINISTRATOR COMMENT Article IX, Section 2- The last sentence will be unacceptable to at least 3 of the current Board members who are already unhappy with the costs of shared services to the City of Beloit. Is there any way to state that the Town and Village may come to an agreement in the future for the Town to reimburse the Village for expenses related to the use of Police Services rendered exclusive of this contract?.....Something to that effect?

negotiated, or discontinue services altogether, in which case the TOWN shall have no obligation to pay any amount for police services.

3. Annual Budget. Annually, a joint VILLAGE/TOWN budget committee shall meet prior to September 15 to discuss the budget for the succeeding year. The Committee shall endeavor to present a jointly approved draft budget to the Village Board for consideration.

4. Budget Considerations. The VILLAGE shall endeavor to minimize annual increases in the cost of service to VILLAGE and TOWN residents under this Agreement, while still providing the high level of service provided prior to incorporation.

5. Annual Increases. During the term of this Agreement, the annual rate of increase to the TOWN shall not exceed the amount as determined by application of the Cost Formula, or ____ percent, whichever is less.

6. Capital Improvements. The TOWN and VILLAGE shall pay for their own capital improvement projects, including all building construction or renovation, road reconstruction or improvements to land expected to last longer than 10 years.

**ARTICLE IX
PAYMENT OF COST OF SERVICE**

~~7.1. Budgeted Payment for~~ services as provided for in ARTICLES II, III, IV and V herein shall be paid ~~as follows, as follows. Without the necessity of billing for or receiving an invoice,~~ Ten percent (10%) of the monies owed by the TOWN, as shown in the adopted operating budgets (subject to the limitation on increases thereto as provided in section IX (5)), shall be remitted-paid by the TOWN to the VILLAGE on or before January 15 of each year, and the balance shall be paid in equal monthly installments on or before the 10th of each month.

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If the TOWN fails to make all or any portion of any payment required under this Agreement in a timely manner, the TOWN shall remit to the VILLAGE interest at the rate of one percent (1%) per month or any fraction of a month on the outstanding balance due.

**ARTICLE XI
TERM**

This Agreement shall commence on the date of final execution and shall continue for a period of Ninety-Nine (99) years, unless earlier terminated under the provisions of Article XI, below.

**ARTICLE XII
TERMINATION**

This Agreement may be terminated, in whole or in part, by mutual written agreement of the parties. The TOWN may terminate this agreement, at any time, by providing written notice of termination at least eighteen (18) months in advance of the desired termination date. The TOWN's obligation for payment for services shall be prorated in the event of termination effective during a calendar year.

**ARTICLE XII
MISCELLANEOUS**

1. Amendments. The Agreement shall only be amended in writing by the TOWN and VILLAGE, or their successors and assigns.
2. Law and Jurisdiction. This Agreement shall be construed and enforced under the laws of the State of Wisconsin, with sole venue to be in the Rock County Circuit Court.
3. Interpretation. The TOWN and VILLAGE agree that if any provision of this Agreement is determined to be ambiguous and is in need of judicial interpretation, the court shall interpret this Agreement as if it were drafted by both parties jointly and simultaneously.
4. Waiver. The TOWN'S or VILLAGE'S failure to enforce any provision of this Agreement shall not be treated as a waiver of its rights as provided herein.
5. Entire Agreement. This document and all other documents and Agreements expressly referred to herein contain the entire Agreement between the VILLAGE and the TOWN with respect to the matters set forth herein.

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7.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and in the year first above written.

All officials signing herein do so in their official capacity as Town of Beloit Board Members and, as Village of Beloit Board Members, pursuant to their statutory authority.

Village President

Village Trustee

Village Trustee

Village Trustee

Village Trustee

Town Chairman

Town Supervisor

Town Supervisor

Town Supervisor

Town Supervisor

Attest to:

Clerk

