

## **CLAYTON-WINCHESTER JOINT FIRE BOARD**

### **RESOLUTION 2015-02**

#### **A RESOLUTION AUTHORIZING THE TOWN OF CLAYTON AND THE TOWN OF WINCHESTER TO USE ANY AND ALL FIREFIGHTING APPARATUS HOUSED IN THE CLAYTON FIRE HALL AND THE WINCHESTER FIRE HALL OWNED IN COMMON BY THE CLAYTON-WINCHESTER JOINT FIRE BOARD.**

- WHEREAS, The Town Board for the Town of Clayton does participate with the Town Board of the Town of Winchester in the Clayton-Winchester Joint Fire Board, and
- WHEREAS, The Town Board for the Town of Winchester does participate with the Town Board of the Town of Clayton in the Clayton-Winchester Joint Fire Board, and
- WHEREAS, The Town of Clayton and the Town of Winchester do participate in funding on a pro-rata share of the operating cost of the Clayton-Winchester Joint Fire Board which does operate the Clayton-Winchester Joint Fire Department, and
- WHEREAS, The Clayton-Winchester Joint Fire Board and the Clayton-Winchester Joint Fire Department are in the process of being dissolved by the respective participating municipalities, and
- WHEREAS, The Clayton-Winchester Joint Fire Board does not expect that the dissolution of the Clayton-Winchester Joint Fire Board will be completed prior to January 1, 2016, and
- WHEREAS, The Town Board for the Town of Clayton has created the Clayton Fire Rescue Department and intends to use the firefighting apparatus in the Clayton Town Hall Fire Department Garage, and
- WHEREAS, The Town Board for the Town of Winchester has contracted with the Boom Bay Volunteer Fire Co. LTD. to provide fire protection to the residents of the Town of Winchester and intends to use the firefighting apparatus in the Winchester Town Hall Fire Department Garage, and
- WHEREAS, The Town Board for the Town of Clayton has asked the Clayton-Winchester Joint Fire Board to allow the Clayton Fire Rescue Department to use any and all firefighting apparatus housed in the Clayton Fire Hall and owned by the Joint Fire Board until such time as the dissolution and the distribution of the assets of the Clayton-Winchester Joint Fire Board is completed, and
- WHEREAS, The Town Board for the Town of Winchester has asked the Clayton-Winchester Joint Fire Board to allow the Town of Winchester's Contractor (Boom Bay Volunteer Fire Co. LTD.) to use any and all firefighting apparatus housed in the Winchester Fire Hall and owned by the Joint Fire Board until such time as the

dissolution and the distribution of the assets of the Clayton-Winchester Joint Fire Board is completed, and

WHEREAS, The Clayton-Winchester Joint Fire Board is willing to allow the Clayton Fire Rescue Department to use any and all firefighting apparatus housed in the Clayton Fire Hall provided that the Department insures and maintains in good order all of the Joint Fire Board's assets until such time as the Clayton-Winchester Joint Fire Board is formally dissolved and the assets are distributed to the respective participating municipalities, and

WHEREAS, The Clayton-Winchester Joint Fire Board is willing to allow the Town of Winchester's Contractor (Boom Bay Volunteer Fire Co. LTD.) to use any and all firefighting apparatus housed in the Winchester Fire Hall provided that the Contractor maintains in good order all of the Joint Fire Board's assets until such time as the Clayton-Winchester Joint Fire Board is formally dissolved and the assets are distributed to the respective participating municipalities, and

WHEREAS, Any assistance between the Clayton Fire Rescue Department and the Town of Winchester's Contractor (Boom Bay Volunteer Fire Co. LTD.) shall be regulated by the County's Mutual Aid dispatch protocol.

NOW THEREFORE BE IT RESOLVED, that the Clayton-Winchester Joint Fire Board approves allowing the Town of Clayton, Clayton Fire Rescue Department to use any and all of the firefighting apparatus housed in the Clayton Fire Hall and owned by the Clayton-Winchester Joint Fire Board until such time as the Clayton-Winchester Joint Fire Board is formally dissolved and the assets are distributed to the respective participating municipalities, and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Clayton-Winchester Joint Fire Board approves allowing the Town of Winchester's Contractor (Boom Bay Volunteer Fire Co. LTD) to use any and all of the firefighting apparatus housed in the Winchester Fire Hall and owned by the Clayton-Winchester Joint Fire Board until such time as the Clayton-Winchester Joint Fire Board is formally dissolved and the assets are distributed to the respective participating municipalities, and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Clayton-Winchester Joint Fire Board requires that any and all firefighting apparatus housed in the Clayton Fire Hall and provided to the Clayton Fire Rescue Department shall be maintained in good order until such time as the Clayton-Winchester Joint Fire Board is formally dissolved and the assets are distributed to the respective participating municipalities.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Clayton-Winchester Joint Fire Board requires that any and all of the firefighting apparatus provided to the Town of Winchester's Contractor (Boom Bay Volunteer Fire Co. LTD) be maintained in good order until such time as the Clayton-Winchester Joint Fire Board is formally dissolved and the assets are distributed to the respective participating municipalities.

NOW THEREFORE BE IT FURTHER RESOLVED, that Clayton Fire Rescue Department and the Town of Winchester's Contractor (Boom Bay Volunteer Fire Co. LTD) may use the Clayton-Winchester Joint Fire Board's firefighting apparatus only for normal firefighting, training, or rescue purposes, except that such equipment may be used for parades within the Towns of Clayton and Winchester.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Clayton-Winchester Joint Fire Board requires that the Town of Clayton maintain in place the existing insurance coverage the Clayton-Winchester Joint Fire Board carries on all of its rolling stock and operating assets, naming the Clayton-Winchester Joint Fire Board and the Town of Winchester as additional insureds, until such time as the Clayton-Winchester Joint Fire Board is formally dissolved and the assets are distributed to the respective municipalities.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town of Winchester shall provide insurance coverage for any and all firefighting apparatus owned by the Clayton-Winchester Joint Fire Board and housed in the Winchester Fire Hall, naming the Clayton-Winchester Joint Fire Board and the Town of Clayton as additional insureds, until such time as the Clayton-Winchester Joint Fire Board is formally dissolved and the assets are distributed to the respective municipalities.

NOW THEREFORE BE IT FURTHER RESOLVED, that any assistance between the Clayton Fire Rescue Department and the Town of Winchester's Contractor (Boom Bay Volunteer Fire Co. LTD) shall be regulated by the County's Mutual Aid dispatch protocol.

NOW THEREFORE BE IT FURTHER RESOLVED, that this resolution shall be effective beginning January 1, 2016 and shall continue in full force until such time as the Clayton-Winchester Joint Fire Board is formally dissolved and the assets are distributed to the respective municipalities.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Towns of Clayton and Winchester shall indemnify and hold harmless the Clayton-Winchester Joint Fire Board, its officers, employees, agents, and insurers and the other respective town's officers, employees, agents, and insurers for any and all claims, actions, suits, demands, liabilities, obligations, losses, settlements, judgments, costs, and expenses (including without limitation reasonable attorney's fees and costs) that may arise from the use or non-use of equipment belonging to the Clayton-Winchester Joint Fire Board during the effective term of this resolution or following the dissolution of the Clayton-Winchester Joint Fire Board and its asset distribution to the respective municipalities.

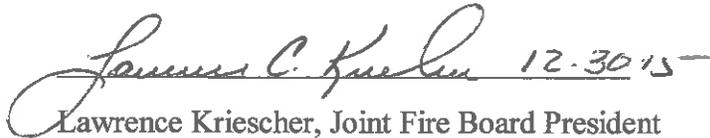
NOW THEREFORE BE IT FURTHER RESOLVED, that it is the intent of the Town of Clayton, the Town of Winchester, and the Clayton-Winchester Joint Fire Board that this resolution and the performance under this resolution, and all suits and special proceedings under this resolution, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Wisconsin, without regard to the jurisdiction in which any action of special proceeding may be instituted.

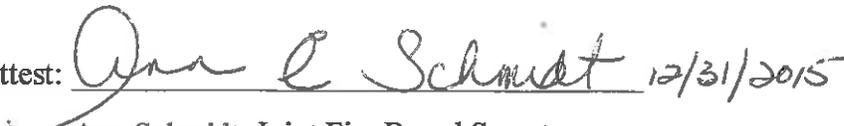
NOW THEREFORE BE IT FURTHER RESOLVED, that if any provision of this resolution is invalid or unconstitutional, or the application of this resolution to any person or circumstance is invalid or unconstitutional, the invalidity or unconstitutionality shall not affect the provisions or applications of this resolution which can be given effect without the invalid or unconstitutional provision or application.

NOW THEREFORE BE IT FURTHER RESOLVED, that this resolution constitutes the entire agreement between the parties and supersedes any and all other agreements either oral or written, between the parties with respect to its subject matter. Each party acknowledges that no representation, inducement, promise, or agreement has been made by or on behalf of any party which is not embodied herein and agrees that any agreement, promise, or statement not contained in this resolution shall not be valid or binding.

Adopted this 28<sup>th</sup> day of December, 2015.

Vote: Yes: 6 No: 0 Absent: —

 12-30-15  
Lawrence Kriescher, Joint Fire Board President

Attest:  12/31/2015  
Ann Schmidt, Joint Fire Board Secretary