

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CLAYTON AND THE TOWN OF WINCHESTER FOR FIRST RESPONDER SERVICES.

WHEREAS, the Town of Winchester desires to provide the services of First Responders as defined by Wisconsin Statute 256.01(9); and

WHEREAS, pursuant to Wisconsin Statute 66.0301(2), the Town of Clayton agrees to provide First Responder services in the Town of Winchester;

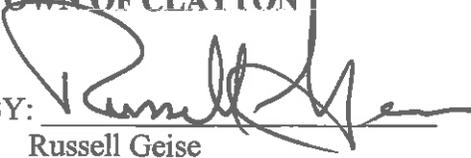
NOW THEREFORE, the Town of Clayton and the Town of Winchester agree as follows:

1. **TERM.** The Town of Clayton shall provide First Responder services for a term of one (1) year beginning at 12:01 a.m. on January 1, 2016 and ending at 12:00 am on January 1, 2017.
2. **DUTIES.** The Town of Clayton shall provide First Responder services to the Town of Winchester in response to requests for emergency medical services, which shall be initiated by a 9-1-1 phone call and dispatched through a 9-1-1 dispatch center.
3. **PAYMENT FOR SERVICES.** The Town of Winchester agrees to pay to the Town of Clayton its prorated share of the First Responder Budget based on proportionate share of the combined equalized value of all taxable property for the Town of Winchester and the Town of Clayton for the calendar year. Equalized value shall be as determined by the Wisconsin Department of Revenue. Such payments shall be made on a quarterly basis, at the beginning of the quarter and in approximately equal amounts.
4. **ENTIRE AGREEMENT.** This Agreement 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 no agreement, promise, or statement not contained in this Agreement shall be valid or binding.
5. **MODIFICATION.** This Agreement may not be altered, amended, modified, or renewed except by written consent of both parties.
6. **SEVERABILITY.** In the event that any provision of this Agreement shall, for any reason, be determined by a court of competent jurisdiction to be invalid or otherwise unenforceable in any respect, the municipalities agree that the remaining portions of this Agreement shall remain valid.

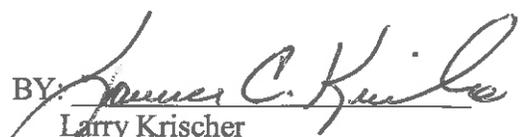
IN WITNESS HEREOF, the parties hereto have entered this Agreement effective as of the date of execution below.

Dated this _____ day of _____, 2015.

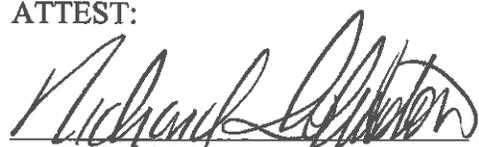
TOWN OF CLAYTON

BY: 
Russell Geise
Town Chairman

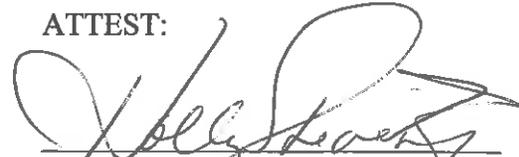
TOWN OF WINCHESTER

BY: 
Larry Krischer
Town Chairman

ATTEST:


Richard Johnston
Town Administrator/Clerk

ATTEST:


Holly Stevens
Town Clerk