

FINAL

INTERMUNICIPAL AGREEMENT  
TO CREATE THE COTTAGE GROVE FIRE DISTRICT  
(hereafter AGREEMENT-FIRE DISTRICT)

Pursuant to the Wisconsin Statutes and in consideration of the mutual covenants and obligations hereafter set forth, the Village of Cottage Grove (hereafter VILLAGE) and the Town of Cottage Grove (hereafter TOWN), also referred to collectively as the "MUNICIPALITIES" or individually as "MUNICIPALITY".

SECTION I

1.01 ORGANIZATION

- (A) Name The name of the Fire District created by this AGREEMENT-FIRE DISTRICT shall be the COTTAGE GROVE FIRE DISTRICT, which shall be referred to hereafter in this Agreement as "the DISTRICT".
- (B) Purpose.
- (1) The primary purpose of this AGREEMENT-FIRE DISTRICT shall be to provide fire fighting services and protection to the MUNICIPALITIES. This AGREEMENT-FIRE DISTRICT shall also provide for other activities related to fire protection as they may be enumerated and authorized herein.
- (2) In addition to providing fire protection service, the DISTRICT is authorized to provide emergency rescue service in the treatment of residents and visitors within the DISTRICT, even when such services are provided in a situation not directly related to a fire. These services are not intended to and do not replace services provided by EMS.
- (C) Territory. The area to be included in the DISTRICT and served by the fire fighting personnel, equipment and supplies of said DISTRICT shall be the corporate boundaries of the VILLAGE and TOWN of Cottage Grove now existing and hereafter amended. The boundaries of the MUNICIPALITIES as of the effective date of this AGREEMENT-FIRE DISTRICT are attached as EXHIBIT A and incorporated herein as if fully set forth.

posted at the prescribed locations in the municipalities pursuant to the Wisconsin Open Meetings Law.

2.02 DUTIES AND RESPONSIBILITIES. The COMMITTEE shall:

- (A) Oversee the provision of FIRE PROTECTION SERVICES to the MUNICIPALITIES.
- (B) Formulate and revise as necessary a contract with the Volunteer Fire Department Inc. (hereafter V.F.D.I.) and establish policies and procedures governing the provision of FIRE PROTECTION SERVICES to the MUNICIPALITIES, subject to the approval of the MUNICIPALITIES respectively.

SECTION III

EXPENSES OF THE DISTRICT

3.01 FINANCING

The financing of the costs of the operation, capital acquisitions, and improvements of the DISTRICT shall be provided by the MUNICIPALITIES pursuant to the following terms and conditions:

3.02 BUDGET

On or before October 1st of each year, the V.F.D.I. shall submit to the JOINT FIRE PROTECTION COMMITTEE a budget setting forth the proposed expenses to be incurred by the V.F.D.I. for the upcoming calendar year.

Following approval by the JOINT FIRE PROTECTION COMMITTEE, ✓ the budget shall then be submitted to the governing Boards of the MUNICIPALITIES for review, final adjustment, approval and funding.

3.03 DIVISION OF COSTS

The budgeted costs and expenses of the DISTRICT shall be divided and paid by the MUNICIPALITIES in proportion to the equalized valuation of the real property located in each MUNICIPALITY expressed as a percentage of the equalized valuation of all real property located in the DISTRICT. The percentage share shall be based on the prior year's equalized valuation. For example, each MUNICIPALITY'S contribution for 1999 shall be based on the equalized valuation determined by the 1998 assessments. Each MUNICIPALITY shall be billed quarterly and shall promptly fund its required contribution. ✓

3.04 PAYMENTS FOR THE DISTRICT

The payments to be made by each MUNICIPALITY for its

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SECTION V  
INSURANCE

- 5.01 The TOWN will provide insurance coverage as annually determined by the COMMITTEE. ✓

It is the intent of the parties the insurance provided be of the type and amount customarily utilized by FIRE DISTRICTS.

- 5.02 The VILLAGE share of the coverage shall be prorated and billed back to the VILLAGE.

- 5.03 The TOWN shall provide contemporaneous with execution of this AGREEMENT evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Wisconsin, which includes all coverage required above and contains evidence of the waiver of subrogation contained above. Said certificate shall also provide that the coverage may not be concealed, nonrenewable, or materially changed without thirty (30) days prior written notice.

Proof of existing insurance at the commencement of this AGREEMENT shall be attached as EXHIBIT B and incorporated herein as if fully set forth. Certificates for subsequent years shall be kept on file with the DISTRICT records.

SECTION VI  
TERM/TERMINATION

- 6.01 TERM  
This AGREEMENT-FIRE DISTRICT shall become effective as if executed on the 1st day of January 1997, and shall be in full force and effect through December 31, 2001. Further, this Agreement shall renew automatically for five (5) year terms unless terminated as provided for in this Agreement.

- 6.02 TERMINATION  
This AGREEMENT-FIRE DISTRICT may only be terminated by mutual agreement. Termination shall require the affirmative vote of a majority of the VILLAGE BOARD, the TOWN BOARD, and the COMMITTEE.

- 6.03 DIVISION OF ASSETS AT TERMINATION  
Upon termination of this AGREEMENT-FIRE DISTRICT, assets of the DISTRICT shall be divided and/or sold as agreed between the MUNICIPALITIES. Failing agreement, each MUNICIPALITY shall be entitled to recoup the value of the assets at termination as follows:

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binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood the V.F.D.I. may not assign any rights or obligations hereunder without the prior written consent of the AGREEMENT-FIRE DISTRICT.

8.04 GOVERNING LAW: This AGREEMENT-FIRE DISTRICT shall be governed by and construed and interpreted in accordance with the law of the State of Wisconsin.

8.05 HEADINGS; REFERENCES: The headings used in this AGREEMENT-FIRE DISTRICT are for convenience only and shall not constitute a part of this AGREEMENT-FIRE DISTRICT. Unless the context clearly requires otherwise, all references to "Sections" and other subdivisions are to the sections and subdivisions of this AGREEMENT-FIRE DISTRICT.

8.06 SEVERABILITY: If any provision of this AGREEMENT-FIRE DISTRICT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT-FIRE DISTRICT shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

8.07 NOTICE: Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid addressed to:

VILLAGE CLERK  
VILLAGE OF COTTAGE GROVE  
221 E. Cottage Grove Road  
Cottage Grove, WI 53527

TOWN CLERK  
TOWN OF COTTAGE GROVE  
4058 CTH HWY N  
Cottage Grove, WI 53527

8.07 Effective Date: This AGREEMENT-FIRE DISTRICT shall become effective upon execution by all the parties.

IN WITNESS WHEREOF, the municipalities have caused this Agreement to be executed by their duly authorized officers.

TOWN OF COTTAGE GROVE

By: *Angus Shaar*

Attest: *Maail Engen*

Date: 5-2-97

VILLAGE OF COTTAGE GROVE

By: *[Signature]*

Attest: *[Signature]*

Date: 4/21/97

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