

**AGREEMENT CREATING AN
EMERGENCY SERVICES BUILDING PROPERTY
REPAIR FUND**

This AGREEMENT CREATING AN EMERGENCY SERVICE BUILDING PROPERTY REPAIR FUND ("Agreement") is by and between the Village of Cottage Grove ("Village") and the Town of Cottage Grove ("Town") (collectively, the "Parties"), and shall be effective when signed by all parties.

RECITALS

WHEREAS, the Parties jointly constructed and operate the Emergency Services Building ("ESB"); and

WHEREAS, the Parties understand the ESB property will need require various repairs; and

WHEREAS, the Parties wish to establish a restricted fund for the purpose of making any required repairs to the ESB property; and

WHEREAS, the Parties wish to confirm their understanding of how the proceeds placed into this restricted fund will be spent.

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein by reference and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AGREEMENT

The Parties agree to create an ESB EMERGENCY SERVICE BUILDING PROPERTY REPAIR FUND ACCOUNT (Account) The Account shall be maintained by the Town.

2. APPROPRIATIONS

The Village and Town hereby agree that in 2014 and 2015 each municipality will appropriate Seven Thousand Dollars per year which will be deposited into the ESB PROPERTY REPAIR FUND ACCOUNT.

The 2014 appropriation shall be made on or before December 30, 2014.

The 2015 appropriation shall be made on or before April 30, 2015.

The Parties intend the original amounts appropriated to the ESB PROPERTY REPAIR FUND ACCOUNT to be used for repairing the ESB parking lot.

Appropriations for subsequent years shall be determined following the Joint Fire Department Committees submittal to the municipalities as part of their budget process.

3. RESTRICTIONS ON ESB PROPERTY REPAIR FUND

Deposits of appropriations to the ESB PROPERTY REPAIR FUND ACCOUNT shall be deemed fully restricted and committed to such projects as are approved by the Joint Town/Village Fire Department Committee ("Committee").

No expenditures from the ESB PROPERTY REPAIR FUND ACCOUNT shall be made until approval by the Committee.

4. CONTRACTUAL PROCEDURE

The Town and Village agree to enter into contracts for ESB PROPERTY REPAIRS using the following procedure.

- (a) One of the municipalities will prepare a request for bids or proposals, which shall be reviewed and recommended by the Committee;
- (b) Following receipt of the bids or proposals, the Committee shall make recommendations to the Town and Village as to the award of the contract;
- (c) The Committee's recommendations shall be referred to both the Town and Village for a decision within thirty (30) days of referral;
- (d) Unless one Party provides a "notice of objection" to the other within thirty (30) days of the Committee's recommendation, both Parties shall be deemed to have approved the Contract; and
- (e) Upon approval of the Contract, whether by affirmative action or the passage of time without "notice of objection", the Village, by the Village President and Village Administrator, and the Town, by the Town Chairperson and Town Clerk, shall promptly execute the Contract.

5. TERMINATION

After December 31, 2015, this Agreement shall continue unless one of the parties provides written notice of its desire to terminate the Agreement, prior to November 30th of that year.

Upon receipt of such notice of termination, any remaining funds shall be returned to the Party that originally made the deposit subject to setoff for obligations remaining under this Agreement.

6. GENERAL PROVISIONS

To be binding, any and all amendments to this Agreement shall be in writing. Each person signing this Agreement warrants and represents that he or she is duly authorized to bind the respective Party hereto. This is the Parties' full and complete understanding with respect to the subject matter contained herein. Both Parties have had the opportunity for legal review and input prior to execution of this Agreement. No presumptions shall be made when construing this Agreement based on drafting authority. This Agreement may be executed in counterparts and the counterparts, when taken together, shall be as effective as if all signatures were in a single document. Faxed and emailed signatures shall be as binding as original signatures.

EXECUTED IN DANE COUNTY, WISCONSIN, TO BE EFFECTIVE WHEN SIGNED BY BOTH PARTIES.

VILLAGE OF COTTAGE GROVE

BY: *Diane Wiedenbeck*
Diane Wiedenbeck, Village President

DATE: 12/15/14

BY: *Deb Winter*
Deb Winter, Village Clerk-Treasurer

DATE: 12/15/14

TOWN OF COTTAGE GROVE

BY: _____
Kris Hampton, Town Chairperson

DATE: _____

BY: _____
Kim Banigan, Town Clerk

DATE: _____

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BY: _____
Deb Winter, Village Clerk-Treasurer

DATE: _____

TOWN OF COTTAGE GROVE

BY: Kris Hampton
Kris Hampton, Town Chairperson

DATE: 12/16/14

BY: Kim Banigan
Kim Banigan, Town Clerk

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