

FIRST AMENDMENT TO
INTERMUNICIPAL AGREEMENT TO CREATE THE COTTAGE GROVE FIRE DISTRICT

THIS FIRST AMENDMENT ("Amendment") is by and between the Town of Cottage Grove ("Town") and the Village of Cottage Grove ("Village"), amends the INTERMUNICIPAL AGREEMENT TO CREATE THE COTTAGE GROVE FIRE DISTRICT dated 4/2/1997 ("Fire District Agreement"), and shall be effective when fully executed.

RECITALS

WHEREAS, from time to time, the COTTAGE GROVE FIRE DISTRICT may be asked to serve all or a portion of a municipality or governmental entity on a contract basis; and,

WHEREAS, as currently drafted, any such changes in the service area would likely require an amendment to the Fire District Agreement, an amendment to the AGREEMENT FOR THE PROVISION OF FIRE PROTECTION SERVICES dated 4/2/1997 ("Fire Department Agreement") and a contract between the COTTAGE GROVE FIRE DISTRICT and the entity requesting service; and,

WHEREAS, the Town and Village wish to simplify the process by which changes can be made to the service area and obtain the acknowledgment and consent of the COTTAGE GROVE VOLUNTEER FIRE DEPARTMENT INC. ("COTTAGE GROVE FIRE DEPARTMENT"), all as set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference, and other good and valuable consideration, the Town and Village agree as follows:

1. Section 1.01(c) "Territory" of the Fire District Agreement is amended to add the following paragraphs:

The area to be included in the DISTRICT ("Territory" or "Service Area") may be expanded or reduced from time to time as determined by the TOWN and VILLAGE. Any expansion or change in the Territory shall be binding on the DISTRICT and the COTTAGE GROVE VOLUNTEER FIRE DEPARTMENT INC. effective on the date that the Town and Village enter a binding contract with the entity to be served, and provide a copy of the contract to the COTTAGE GROVE VOLUNTEER FIRE DEPARTMENT INC. Similarly, the Territory shall be reduced upon termination of any such binding contract.

2. The Village and Town are duly authorized to sign a contract whereby fire protection services will be provided to a portion of the Town of Pleasant Springs ("Pleasant Springs Contract"), all on the terms and conditions set forth in the attached Exhibit A, which is incorporated by reference, and shall provide a copy of the fully executed Pleasant Springs Contract to the COTTAGE GROVE VOLUNTEER FIRE DEPARTMENT INC.

TOWN OF COTTAGE GROVE



By: Kris Hampton, Town Chair



Attested by: Kim Banigan, Town Clerk

Date: 12/15/2008

VILLAGE OF COTTAGE GROVE



By: Ken Dahl, Village President



Attested by: Kim Manley, Village Administrator

Date: 12-1-08

ACKNOWLEDGMENT AND CONSENT

The COTTAGE GROVE VOLUNTEER FIRE DEPARTMENT INC.¹ hereby acknowledges receipt of the Pleasant Springs Contract and agrees to perform as set forth therein. The COTTAGE GROVE VOLUNTEER FIRE DEPARTMENT INC. furthermore consents to the above Amendment of the Fire District Agreement and agrees to be bound thereby.

Date:

12/17/08

COTTAGE GROVE VOLUNTEER FIRE DEPARTMENT INC.

Bruce A. Boxrucker
By: Bruce Boxrucker, Fire Chief

¹ NOTE: In the Fire Department Agreement, references are to the "VOLUNTEER FIRE DEPARTMENT INC." The Fire Department is actually incorporated as the COTTAGE GROVE VOLUNTEER FIRE DEPARTMENT INC. All references in the Fire Department Agreement are hereby corrected and updated to "COTTAGE GROVE VOLUNTEER FIRE DEPARTMENT INC."

CONTRACT FOR PROVISION OF FIRE PROTECTION AND RESCUE SERVICES
By and between the Town of Cottage Grove and the Village of Cottage Grove (collectively,
the "District") and the Town of Pleasant Springs

This Agreement is entered into by and between the Town of Cottage Grove and the Village of Cottage Grove (collectively, the "District") and the Town of Pleasant Springs, which are all located in Dane County, Wisconsin.

RECITALS

WHEREAS, the Town of Cottage Grove and the Village of Cottage Grove (collectively, the "District"), the Cottage Grove Volunteer Fire Department, Inc. ("Department") and the Town of Pleasant Springs ("Town") recognize the public need for adequate levels of fire protection and rescue services within their respective areas of jurisdiction. The purpose and intent of this Agreement is to make possible the provision of fire protection and rescue services on a mutually cooperative basis; and,

WHEREAS, the District, Department and the Town have previously contracted together on a recurring basis for the provision of such fire protection and rescue services and,

WHEREAS, the District and the Town wish to enter into another contract for the provision of fire protection and rescue services beginning in January 2009.

AGREEMENT

NOW, THEREFORE, pursuant to resolutions duly adopted by the governing bodies of the District and the Town of Pleasant Springs, and for and in consideration of the mutual agreements and covenants herein contained, the parties mutually agree to cooperate in the provision of fire protection and rescue services in accordance with the following terms and conditions.

SECTION 1 - GEOGRAPHIC AREA TO BE SERVED

The Town Board of Pleasant Springs has determined the exact geographic area within the Town to which the District shall provide fire protection and rescue services. The geographic service area to be served by the District under this Agreement is depicted on the attached map in Exhibit A, which map is expressly incorporated herein by reference ("Service Area").

Following execution of this Agreement, the Town of Pleasant Springs and the District may only change the Service Area by expressly amending this Agreement. Accordingly the Town shall notify the District by September 1 of each year if it desires to make any changes in the boundaries of the service area for the upcoming calendar year and the District and Town shall work together in good faith to reach a mutual agreement to change the Service Area.

The Town of Pleasant Springs recognizes the District also provides fire protection and rescue services to all or part of other municipalities on a similar contractual basis. As of this date, the District serves the following municipalities: the Town of Cottage Grove, the Village of Cottage Grove and in part the Town of Pleasant Springs.

SECTION 2 -- RESPONSIBILITIES OF THE DEPARTMENT AND DISTRICT

The District and Department, in a manner determined by and between them, shall be responsible for the following duties:

- 2.01 Provide Fire Protection and Rescue Services. The Department and District shall make on call fire protection and rescue services available at all times for calls within the designated service area of the Town of Pleasant Springs, and shall respond to all calls for service there from without preference to or discrimination against any party to this or any similar service agreement.

The above fire protection and rescue service shall be provided on a turnkey basis with the Department and District being responsible for, among other things: determining the operational policies of the service; providing, housing, maintaining, inspecting, repairing and replacing all supplies, equipment and vehicles used in the service; obtaining and furnishing appropriate insurance coverages; and providing all related management, billing and accounting services. Should additional cost be incurred, the Town of Pleasant Springs will not be responsible to provide additional funds to the Department or District.
- 2.02 Comply with Applicable Statutes, Codes and Regulations. In the operations of the service, the Department shall comply fully with applicable federal and state statutes and administrative codes and regulations governing fire and rescue providers, their employees/volunteers and agents. Further, the Department shall comply with such standards and procedures for occupational health and safety and equipment reliability as may otherwise be required by statutes, codes and regulations, or conditions of insurability.
- 2.03 Maintain Licenses. The Department shall obtain and keep in force any provider licenses, certifications and training permits, required by federal or state law.
- 2.04 Provide Training. The Department shall continue its ongoing in-service training program for the purpose of maintaining the skill, proficiency and training level of its personnel, trainees and emergency vehicle operators at levels sufficient to satisfy no less than the minimum course requirements of applicable federal and state statutes, administrative codes and regulations, or conditions of insurability.
- 2.05 Maintain Records. The Department shall continue to prepare and maintain necessary records and meet all reporting requirements imposed by federal, state or county authorities or insurance carriers.
- 2.06 Furnish Statistical Information. The Department shall prepare and provide to the Town of Pleasant Springs, on a semi-annually basis, a statistical summary of actual FIRB calls, including a breakdown of calls by type for the contracted area served in the Town of Pleasant Springs.
- 2.07 Provide Billable Information. The Department shall provide the Town of Pleasant Springs all necessary information to incidents on state and federal highways within the area served, so as the Town may seek restitution from the responsible party/parties in a timely manner.
- 2.08 Fire Inspections. The Department will conduct all necessary fire inspections within the territory served, as required by the Wisconsin Department of Commerce.

SECTION 3 -- RESPONSIBILITIES OF THE TOWN OF PLEASANT SPRINGS

Under the terms of this Agreement, the Town of Pleasant Springs shall be responsible for the following duties:

- 3.01 Maintenance of Roads. The Town of Pleasant Springs shall maintain and repair all roads under its jurisdiction within the Service Area in a reasonable manner so as to facilitate the safe and efficient provision of services. The Town of Pleasant Springs shall notify the Department and the District in advance, whenever possible, of road maintenance work or closings that might affect normal routing of apparatus in response to an emergency call.
- 3.02 Driveway Ordinance. The Town of Pleasant Springs shall adopt a written driveway ordinance that ensures that the Department and District will have safe and easy access to property within the Service Area. The Town shall hold all property owners or occupants responsible to abide by the ordinance to ensure safe and easy access to the Service Area.
- 3.03 Burning Ordinance. The Town of Pleasant Springs shall have an adopted burning ordinance in place, to allow its residents to report to the Department all planned open burning prior to the burn.

SECTION 4 -- TERM

- 4.01 Initial Term. This Agreement shall commence on January 1, 2009 at 00:00:00 hours ("Commencement Date") and remain in full force and effect until December 31, 2013 at 23:59:59 ("Initial Term"). Bither party may terminate this Agreement at the end of the Initial Term by providing the other party with six (6) months written notice of its intent to terminate.
- 4.02 Renewal Term. If the Agreement is not terminated at the end of the Initial Term, this Agreement shall automatically renew for successive 1-year terms running January 1 at 00:00:00 hours until December 31 at 23:59:59 ("Renewal Term"). Bither party may terminate the Agreement at the end of a Renewal Term provided that written notice of the proposed termination is provided to the other party no later than April 1 of Renewal Term. *(e.g., if the Agreement were automatically renewed for the 2014 calendar year and the Town wanted to terminate on December 31, 2014, then the Town would need to give the District notice on or before April 1, 2014).*
- 4.03 Early Withdrawal. Except as stated above, during the Initial Term, neither party may withdraw from the Agreement. While both parties may mutually agree to a change in Service Area or an early withdrawal, such changes must be made by formal amendment of the Agreement. If the parties are unable to agree to terms of early withdrawal during the Initial Term, the Agreement shall remain in full force and effect until the expiration date of December 31, 2013 at 23:59:59.

SECTION 5 -- FINANCIAL ARRANGEMENTS

- 5.01 Payment Schedule. The total base cost of services is \$65,500.00 for the Service Area. The annual charge for the 1st year of service, fiscal 2009, shall be \$65,500.00. Following the first year, the annual charge shall increase two per cent (2%) per year for the duration of the Agreement such that the annual schedule of payments shall be as follows:

2009	\$65,500.00
2010	\$66,810.00
2011	\$68,146.00
2012	\$69,509.00
2013	\$70,899.00

The above payment schedule including the two per cent (2%) annual increase shall apply only as long as the currently existing 2% state levy on municipalities remains in effect under Wisconsin state law. In the event that the 2% Wisconsin state levy limit on municipalities is amended, altered or repealed, then the District, at its sole discretion, shall increase the annual cost a minimum of two per cent (2%) and a maximum of three per cent (3%) over the prior year's annual charge. (e.g., if the tax levy limit is repealed in 2010, then the District could set the annual cost for 2011 at a minimum of \$68,146.00 and a maximum of \$68,814.00).

An annual bill shall be sent to the Town of Pleasant Springs by January 1 of each year for the above applicable amount. The Town of Pleasant Springs agrees to pay 50% of its contract share by March 15th of each year and the remaining 50% by September 15th of each year.

SECTION 6 – TOWN AND VILLAGE JOINT COMMITTEE

The Joint Fire Protection Committee was established through the intermunicipal agreement between the Town and Village of Cottage Grove pursuant to Wis. Stat. 66.0301. The Committee is established to jointly discuss and advise the participating municipal boards on provision of fire protection and rescue services under this Intermunicipal Agreement, including issues related to operating and capital budgets, user charges, and service levels. Each municipality appoints elected representatives to serve on the Committee. The Committee meets bi-monthly as determined by the appointed representatives.

A member or members of the Town of Pleasant Springs Town Board may attend any or all meetings and may have input on business pertaining to services provided to the Town of Pleasant Springs, however, will not have any voting rights. It is the intent of the Committee to ensure that a line of communication is established and maintained with all of its participating municipalities.

SECTION 7 – RESOLUTION OF DISPUTES

The chief elected official of any of the participating municipalities served by the District may request in writing to the Committee Chairperson, at any time, a meeting regarding any matter arising out of the terms and provisions of this Agreement.

SECTION 8 – EFFECTIVE DATE

This Agreement shall become effective upon execution by all parties.

SECTION 9 – PRIOR AGREEMENTS: AMENDMENTS

As of the Commencement Date of this Agreement (January 1, 2009), all prior agreements by and between the Town, Department and District pertaining to the subject matter hereof shall be

considered null and void and of no effect and this Agreement shall supersede all such prior agreements. This Agreement may only be amended in writing from time to time by mutual agreement between the parties.

SECTION 10 - INDEMNIFICATION

Each party mutually and expressly agrees to and does hereby release the other party, its officers, board members, employees, volunteers, members, consultants, attorneys, representatives, agents, from and against any and all liabilities, claims, penalties, demands, fines, forfeitures, suits, causes of action and the costs and expenses incident thereto (including, without limitation, cost of defense, settlement and reasonable attorneys' fees) which the other party may incur, become responsible for, or pay out as a result of death or bodily injury to any person, damage to any property, or any violation of law arising out of or related to this Agreement, except to the extent caused by the gross negligence or willful misconduct of the other party. Each party shall indemnify the other party from damages incurred by such party resulting from the other party's act or omissions with respect to the Agreement, except to the extent caused by the negligence or willful misconduct of the other party's agents, employees, guests, invitees and licensees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly authorized by their officers on the dates set forth below:

TOWN OF PLEASANT SPRINGS

BY:

Richard R. Allen
Chairman

Donna Vogel
Clerk

DATE: 12-23-08

TOWN OF COTTAGE GROVE

BY:

Karl Hansen
Chairman

K. Berg
Clerk

DATE: 12-15-2008

VILLAGE OF COTTAGE GROVE

BY:

Ken Bluff
President

Debra Winters
Clerk

DATE: 12-1-08

ACKNOWLEDGMENT AND CONSENT

By signing below, the Department acknowledges the above Agreement, and agrees to be bound thereto.

COTTAGE GROVE VOLUNTEER
FIRE DEPARTMENT INC.

BY: Bruce A. Boxrucker
Bruce Boxrucker, Chief

K. B. [Signature]
Witness

Date: 12/17/08

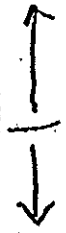
PLEASANT SPRINGS

T.6N.-R.11E.

Covered by Cottage Grove



Covered by Cottage Grove



Covered by Stoughton

COVERED BY STOUGHTON

2186 2204 2240 2376 2112 1848

EXHIBIT A

TO PLEASANT SPRINGS CONTRACT

