

AGREEMENT FOR THE PROVISION OF FIRE PROTECTION SERVICES

Pursuant to the Wisconsin Statutes and in consideration of the mutual covenants and obligations hereafter set forth, the VILLAGE OF COTTAGE GROVE (hereafter VILLAGE), the TOWN OF COTTAGE GROVE (hereafter TOWN), individually and as members of the COTTAGE GROVE FIRE DISTRICT (hereafter DISTRICT), and the COTTAGE GROVE VOLUNTEER FIRE DEPARTMENT INC. (hereafter V.F.D.I.) agree as follows:

SECTION I

1.01 PURPOSE

- (A) This AGREEMENT FOR THE PROVISION OF FIRE SERVICES (hereafter **AGREEMENT-FIRE SERVICES**) is intended to provide:
- (1) For fire fighting services to all portions of the DISTRICT; and
 - (2) Other activities related to fire protection as they may be enumerated and authorized herein.

SECTION II

2.01 ORGANIZATION

- (A) Relationship of the Parties
- (1) The parties acknowledge that the terms of and conditions of the INTERMUNICIPAL AGREEMENT TO CREATE THE COTTAGE GROVE FIRE DISTRICT (hereafter AGREEMENT-FIRE DISTRICT) (a copy of which is attached as Exhibit A and is incorporated herein as if fully set forth) govern the DISTRICT.
 - (2) The V.F.D.I. shall have the sole responsibility for the organization, supervision, operation and control of the V.F.D.I.
 - (3) The V.F.D.I. on an annual basis agrees to provide the DISTRICT:
 - a. with an up to date roster of officers and members on May 1 of each year.
 - b. an updated copy of the V.F.D.I.'s Bylaws and any organizational changes thereto.
 - (4) Except as specifically outlined herein, no party has any general

authority to enter into any contract, assume any obligation or make any warranties or representations on behalf of the other.

(B) OWNERSHIP OF ASSETS

- (1) Real Estate and Improvements. The TOWN shall and does hold title - to the Fire station used to serve the DISTRICT, including the underlying real estate and improvements. The V.F.D.I. shall not be charged rent for the use of the Fire station.
- (2) Vehicles. The VILLAGE and TOWN own the vehicles based on the respective contributions at the time of acquisition. (Also see Section 6.03 of the AGREEMENT-FIRE DISTRICT.)

For administrative purposes, title to the vehicles is in the name of the TOWN except as otherwise provided in SECTION IV.

As of the date of this AGREEMENT-FIRE DISTRICT, the vehicles include two (2) Fire Engines and two (2) Squads.

- (3) Specialized Equipment. Specialized equipment unique to the nature of services provided to the TOWN (such as tank trucks and brush trucks), as determined by the COMMITTEE and ratified by the TOWN BOARD, shall be owned by and the financial responsibility of the TOWN.

Specialized equipment unique to the nature of services provided to the VILLAGE (such as fire hydrants), as determined by the COMMITTEE and ratified by the VILLAGE BOARD, shall be owned by and the financial responsibility of the VILLAGE.

- (4) Miscellaneous Equipment and Personal Property. Ownership of miscellaneous equipment and personal property not described above shall be as determined by the DISTRICT, following consultation with the V.F.D.I.

SECTION III

3.01 RESPONSIBILITIES OF V.F.D.I.

- (A) Fire Protection Services. It is the intent and agreement of the parties that the V.F.D.I. be, and hereby is, officially recognized as the fire department having primary responsibility to provide fire protection services to the

DISTRICT, which services shall include the following:

- (1) Providing fire fighting services and protection, and responding to all fire calls and alarms, to all property and persons within the DISTRICT.
 - (2) Providing 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.
 - (3) Providing fire fighting services required by any and all mutual aid pacts authorized by the DISTRICT. Copies of all such mutual aid pacts in existence as of the date of this AGREEMENT-FIRE SERVICES are attached hereto as Exhibit B and incorporated herein by reference.
 - (4) Make and report all fire inspections in the DISTRICT as required by law and to insure that the residents of the DISTRICT remain entitled to the fire insurance refund payment(s), if any.
 - (5) Such other fire protection services and activities as may be mutually agreed to in writing by the parties or as may be otherwise enumerated and authorized herein.
- (B) Fire Alarms and Calls. As to all services enumerated above, and particularly in the case of multiple fire alarms and/or fire calls, the V.F.D.I. FIRE CHIEF or authorized V.F.D.I. officer shall determine what fire alarms and fire calls shall be answered, the priority of all fire alarms and fire calls and the allocation of the equipment of the DISTRICT.
- (C) Fire Chief.
- (1) VFDI shall elect a Fire Chief in accordance with the Code of Bylaws of VFDI.
 - (2) The Fire Chief shall:
 - a. Implement matters of policy, training, operations, and discipline for all firefighting activities, subject to the review of the VFDI Board of Directors.
 - b. Exercise all lawful powers of the office.
 - c. Issue such lawful orders as are necessary to ensure the effective

- performance of the firefighting functions of VFDI.
- d. Be responsible for planning, directing, coordinating, and staffing all firefighting responsibilities of VFDI.
 - e. Be responsible for VFDI's continuous and effective operation.
 - f. Be responsible for the enforcement of any rules and regulations for the officers appointed by the Chief.
 - g. Be responsible for completing and forwarding reports required of the VFDI's firefighting functions.
 - h. Be responsible for such other actions and policies as the VFDI Board of Directors may prescribe.
 - i. Be responsible for a leadership structure in which the Chief is either present for fires or has delegated responsibility to a designated fire officer to be present and to assume command at all fires when the Chief is absent.
 - j. Have a complete command of and responsibility for all firefighting operations.
 - k. Plan the control of firefighting operations.
 - l. If present, direct the action of the companies when they arrive at a fire.
 - m. Observe that every company does its duty at a fire.
 - n. Grant leaves of absence at a fire when the Chief deems it proper.
 - o. See that the firefighting apparatus is kept in proper condition at all times.
- (3) The Parties shall review the duties of the Fire Chief enumerated in subsection (2) above every two (2) years.
- (4) As provided in Section 2.11 of the Code of Bylaws of VDFI, the Chief may be removed from office for cause, or for failing to be an active member of the corporation.
- (5) In the event VFDI fails to remove the Fire Chief in accordance with the Code of Bylaws of VFDI, the Joint Fire Protection Committee may remove the Fire Chief for cause upon an affirmative vote of a majority of the of a quorum of its members.

SECTION IV

4.01 FINANCIAL

- (A) Budget. On or before October 1st of each year, the V.F.D.I. shall submit to the DISTRICT a budget setting forth the proposed expenses to be incurred by the V.F.D.I. for the ensuing calendar year.

Following approval by the JOINT FIRE PROTECTION COMMITTEE,
the BUDGET shall then be submitted to the VILLAGE and TOWN
BOARDS for review, approval and funding.

- (B) Expenses. The V.F.D.I. FIRE CHIEF is authorized to spend up to one thousand dollars (\$1,000) per transaction on budgeted items without further approval by the DISTRICT or MUNICIPALITIES.
- (C) Fire Dues. All fire dues received by each MUNICIPALITY shall be used to fund required fire inspections or other purposes consistent with Section 101.575(L) Wisconsin statutes.

SECTION V

5.01 INSURANCE

The parties shall provide insurance coverage as annually determined and required by the DISTRICT.

SECTION VI

- 6.01 TERM/TERMINATION. This AGREEMENT-FIRE SERVICES shall become effective as if executed on the 1st day of January 2016, and shall be in full force and effect through December 31, 2020.

This AGREEMENT-FIRE SERVICES shall renew automatically for five (5) year terms unless terminated as provided in this agreement.

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 V.F.D.I. BOARD.

SECTION VII

7.01 MISCELLANEOUS

- (A) Entire Agreement: This AGREEMENT-FIRE SERVICES supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT-FIRE SERVICES and there are no understandings or agreements other than those incorporated in this AGREEMENT-FIRE SERVICES. This AGREEMENT-FIRE SERVICES may not be modified except by an instrument in writing duly executed by all parties.
- (B) Parties Bound: This AGREEMENT-FIRE SERVICES shall be 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 DISTRICT.

- (C) Governing Law: This AGREEMENT-FIRE SERVICES shall be governed by and construed and interpreted in accordance with the law of the State of Wisconsin.
- (D) Headings; References: The headings used in this AGREEMENT-FIRE SERVICES are for convenience only and shall not constitute a part of this AGREEMENT-FIRE SERVICES. Unless the context clearly requires otherwise, all references to "Sections" and other subdivisions are to the sections and subdivisions of this AGREEMENT-FIRE SERVICES.
- (E) Severability: If any provision of this AGREEMENT-FIRE SERVICES shall under any circumstances be deemed invalid or inoperative, this AGREEMENT-FIRE SERVICES shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.
- (F) Notice: Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid addressed to:

TOWN
Chairperson/Vice-Chairperson
Joint Fire Protection Services Committee Town of Cottage Grove
4058 CTH HWY N
Cottage Grove, WI 53527

VILLAGE
Chairperson/Vice-Chairperson
Joint Fire Protection Services Committee Village of Cottage Grove
221 E. Cottage Grove Road
Cottage Grove, WI 53527

V.F.D.I.
Cottage Grove Volunteer Fire Department Inc.
Attn: President
P.O. Box 178
Cottage Grove, WI 53527

- (G) Effective Date: This Agreement 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

VILLAGE OF COTTAGE GROVE

By: [Signature]

By: [Signature]

Attest: [Signature]

Attest: [Signature]

Date 5/13/19

Date: 5/8/19

COTTAGE GROVE VOLUNTEER FIRE
DEPARTMENT INC.

By: [Signature]
President

10-9-2019

Date: 10-9-2019

Attest: [Signature]

Date: 10/9/2019