

**FIRST AMENDMENT TO
INTERMUNICIPAL AGREEMENT REGARDING
CONSTRUCTION OF EMERGENCY SERVICES BUILDING
(now known as the "Emergency Services Building Agreement")**

WHEREAS, the Town of Cottage Grove ("Town") and Village of Cottage Grove ("Village") entered into an Intermunicipal Agreement Regarding Construction of Fire Station (now known as the "Emergency Services Building") pursuant to Wis. Stats. §66.30 ("Emergency Services Building Agreement") to construct the Cottage Grove Emergency Services Building ("Emergency Services Building");

WHEREAS, the Town and Village recently agreed that the Cottage Grove Police Department ("CGPD") should be relocated to the Emergency Services Building;

WHEREAS, the Town and Village wish to amend the Emergency Services Building Agreement to address issues regarding relocation of the CGFD to the Emergency Services Building as well as other general issues regarding ownership and maintenance of the Emergency Services Building.

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

1. **Ratification of Emergency Services Building Agreement.** Except as amended hereby, the Emergency Services Building is ratified in its entirety.

2. **Total Construction Costs.**¹ Final construction costs for the Emergency Services Building have been estimated at \$ 2.6 million. Incurring a legal obligation to expend or expenditure of any amount in excess of \$ 2.7 million shall require prior approval by resolution of both the Town Board and Village Board.

3. **Allocation and Payment of Construction Costs.**²

a. **Division of General Construction Costs.** General construction costs shall include site preparation and construction of the Emergency Services Building, exclusive of EMS and CGPD facilities, in accordance with approved plans, as well as related legal and engineering costs. Actual general

¹This Section 2 amends and replaces Section 3 of the Fire Station Agreement.

²This Section 3 amends and replaces Section 6 of the Fire Station Agreement.

construction costs shall be divided and paid as follows: fifty-nine percent (59%) paid by the Town and forty-one percent (41%) paid by the Village.

b. Division of EMS Facility Construction Costs. A portion of the Emergency Services Building will be used for the Deer-Grove EMS. The architect and engineer on the project shall provide a cost breakdown for that portion of the Emergency Services Building that will be used by the Deer-Grove EMS. Actual construction costs attributable to the Deer-Grove EMS portion of the Emergency Services Building shall be divided and paid as follows: fifty percent (50%) paid by the Town and fifty percent (50%) paid by the Village.

c. Division of CGPD Facility Construction Costs. A portion of the Emergency Services Building will be used for the CGPD. The architect and engineer on the project shall provide a cost breakdown for that portion of the Emergency Services Building that will be used by the CGPD. Actual construction costs attributable to the CGPD portion of the Emergency Services Building shall be divided and paid as follows: fifty percent (50%) paid by the Town and fifty percent (50%) paid by the Village.

d. Division of Emergency Government Facility Construction Costs. A portion of the Emergency Services Building will be used for Emergency Government Services. The architect and engineer on the project shall provide a cost breakdown for that portion of the Emergency Services Building that will be used for Emergency Government Services. Actual construction costs attributable to the Emergency Government Services portion of the Emergency Services Building shall be divided and paid as follows: fifty percent (50%) paid by the Town and fifty percent (50%) paid by the Village.

e. Division of Telephone System and Installation Costs. A telephone system will be installed in the Emergency Services Building. Of the total system, use will be allocated as follows: Town 30%, CGPD 40%, Deer-Grove EMS 20%, Fire Department 5%, and Emergency Government Services 5%. The Village and Town agree that the costs attributed to the purchase, installation and repairs of the comdial component of the telephone system shall be divided and paid as follows: sixty-five percent (65%) paid by the Town and thirty-five percent (35%) paid by the Village. (The comdial component is the "computerized brain" of the telephone system and does not include the telephones or other equipment related to the system.)

f. Payment Arrangements. The Town and Village shall ask the architect to provide directly to the Town Clerk and Village Clerk copies of all applications for payment from the contractor. The architect shall then review

the applications for payment and shall provide certificates for payment to the Town Clerk and Village Clerk, all in accordance with 2.6.10. The Town and Village shall make payments approved by their respective Board directly to the contractor in a timely manner.

4. **Maintenance of Emergency Services Building.**
 - a. **Interior: General Maintenance, Cleaning, HVAC, Phone Systems and Cable Connections, and Utilities.**
 - i. **General Maintenance.** Each public safety service provider, whether the Fire Department, Deer-Grove EMS, CGPD, or Emergency Government Services (collectively, "public safety service providers"), or its/their successor(s), shall use good faith efforts to maintain their individual service areas. The public safety service providers shall collectively use good faith efforts to maintain all common areas in the Emergency Services Building.
 - ii. **Cleaning.** The Town and Village shall obtain cleaning services for the Emergency Services Building. Actual costs attributable to the cleaning services for the Emergency Services Building shall be divided and paid as follows: fifty percent (50%) paid by the Town and fifty percent (50%) paid by the Village.
 - iii. **Heating, Ventilation and Air Conditioning (HVAC) Systems.** The Town and Village shall enter into a maintenance agreement with a reputable service provided to maintain the HVAC systems for the Emergency Services Building. Actual costs attributable to the HVAC maintenance agreement for the Emergency Services Building shall be divided and paid as follows: fifty percent (50%) paid by the Town and fifty percent (50%) paid by the Village.
 - iv. **Telephone System.** The Town and Village shall pay all operational costs of the telephone system that serves the public safety providers located in the Emergency Services Building. Actual operational costs attributable to the telephone system in the Emergency Services Building shall be divided and paid as follows: fifty

percent (50%) paid by the Town and fifty percent (50%) paid by the Village. Notwithstanding the foregoing, the Town shall remain exclusively responsible for all operational costs directly related to telephone service to the Town buildings.

- v. **Utilities.** Actual costs attributable to utilities (gas and electricity) for the Emergency Services Building shall be divided and paid as follows: fifty percent (50%) paid by the Town and fifty percent (50%) paid by the Village.

b. **Exterior: Snow Plowing, Mowing, Landscaping and Exterior Maintenance.** The Town and the Village shall maintain the exterior of the Emergency Services Building. Snow plowing, mowing and other exterior maintenance shall alternate from year to year between the Village and the Town, beginning on October 1st of each year. The Town shall be responsible through September 30, 1999, with the Village taking responsibility October 1, 1999 through September 30, 2000, and responsibility alternating annually thereafter.

5. **General Provisions.**

a. **Approval of First Amendment to Emergency Services Building Agreement.** Approval of this First Amendment to Fire Station Agreement shall require approval by the Town Board and Village Board.

b. **Oversight of Emergency Services Building Agreement.** Principal oversight responsibility for the Emergency Services Building shall be through the Fire Protection Committee ("FPC"). The FPC is expressly authorized to monitor performance of the Maintenance Provisions in Section 4 of this First Amendment, and shall recommend cleaning services, maintenance agreements, and other such matters to the Town Board and Village Board for final approval. The FPC shall periodically update the Town Board and Village Board on issues relating to the Emergency Services Building. Any amendments to the Emergency Services Building Agreement shall require express approval by the Town Board and Village Board.

c. **Time Frame for Performance.** The parties shall work together in good faith to act in a timely manner so that necessary and prudent actions are performed as required by the Emergency Services Building Agreement, as amended.

d. Counterparts. This Agreement may be executed in counterparts to have the same effect as if executed in a single document.

IN WITNESS WHEREOF, the Town and Village have caused this First Amendment to Emergency Services Building Agreement to be executed by their duly authorized officers.

TOWN OF COTTAGE GROVE
("TOWN")

By: Silvin Kurt
Silvin Kurt, Town Chair

Attest: Penny Ericson
Penny Ericson, Town Clerk

Date: 7/19/99

VILLAGE OF COTTAGE GROVE
("VILLAGE")

By: David L. Conklin
David Conklin, Village President

Attest: LaVonne Wandschneider
LaVonne Wandschneider,
Village Administrator

Date: 3-20-00

Copies of executed First Amendment to Emergency Services Building Agreement provided to:

Village Engineer: by _____ on _____

Village Attorney: by _____ on _____

Town Attorney: by _____ on _____

Architect: by _____ on _____

