

AGREEMENT FOR FIRE PROTECTION, FIRST RESPONDER, RESCUE AND INSPECTION SERVICES

This Agreement for Fire Protection, First Responder, Rescue and Inspection Services (“Agreement”) is made by and between the **City of La Crosse**, Wisconsin (“**City**”) and the **Town of Medary**, Wisconsin (“**Town**”) on March ____, 2018.

WHEREAS, the City has a full-time Fire Department that also provides first responder and fire inspection services,

WHEREAS, the Town is adjacent to the City and desires fire protection, first responder and building inspection services from the City for all Town properties, excluding the southern-most section currently under contract with the Town of Shelby (Medary sections of County Road F, County Road FA, Rim of the City Road, Potato Ridge Road, Baker Road, Shady Maple Ridge Road) and as more particularly described in **Exhibit A**.

WHEREAS, the parties wish to set forth their respective commitments, understandings, rights and obligations as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the parties agree as follows:

1. Commencing on April 1, 2018 and ending on December 31, 2018 at 11:59 pm (the “Term”), the City will provide fire protection and first responder services to all alarms received from the Town, for the area shown on the attached **Exhibit A** (the “Service Area”). Additionally, the City will also provide fire inspections services in accordance with Wis. Admin. Code § SPS 314 to the Service Area for the Term of the Agreement. In exchange for the services provided herein, the Town shall pay the City:
 - a. Twenty-two thousand eight hundred fifty-two dollars (\$22,852.00) for fire protection and first responder services. One-half of said amount shall be received by the City on or before April 1, 2018 and the other half shall be received on or before August 1, 2018.
 - b. The City’s standard inspection fees as determined in the City’s fee schedule, as amended and superseded from time to time. A copy of the current fire inspection fees is attached as **Exhibit B**. Payment shall be received within thirty (30) days of invoice.
2. The City agrees to make available for such services all of the equipment at its disposal, as well as adequate available staffing. The Fire Chief, or designee of the Fire Department, is vested with the discretion to determine what service and equipment is necessary, and is further vested with discretion as to responding to simultaneous fires with the City and the Towns served. The City shall in no way be liable for the exercise of such discretion and the determination by the Fire Chief not to answer any alarm provided, however, that an agent designated by the Town shall be notified by the City that the City is engaged in incident response beyond available resource capacity within its own limits or any other town that the City has a contract with and

the Fire Chief has decided that City cannot safely respond to the alarm of the Town. Existing mutual aid agreements with neighboring agencies will be requested at the discretion of the Fire Chief, or designee of the Fire Department, to respond to the potential of multiple simultaneous incidents that exceed available resources and response will be prioritized to the best abilities of available partnering mutual aid resources.

3. The City shall act as an independent contractor and shall assume liability for Worker's Compensation and public liability for personal and property damage. The City agrees to perform said services in a workmanlike manner, but shall not be considered the guarantor of the damage or the extent of damage done to a burning structure or other emergency incident.
4. The Town agrees to hold harmless and indemnify the City from any expenses incurred during any Hazardous Materials Incident. The City will bill the Town for these costs pursuant to the actual and necessary expenses incurred in responding to a hazardous materials incident in the Town of Medary Service Area. "Hazardous Materials Incident" means any cost or loss arising from the violation of the following:
 - a. Every person, firm or corporation using, storing, handling or transporting flammable or combustible liquids, chemicals, gasses or other hazardous materials, in the service area, shall comply with the requirements of OSHA 29 Code of Federal Regulations 1910, EPA 40, Code of Federal Regulations 311, and Chapter ATCP 93, Wis. Admin. Code, as the same is now in force and may hereafter be amended or superseded from time to time.
 - b. Every person, firm or corporation using, storing, handling or transporting (whether by rail or on the highways) flammable or combustible liquids, chemicals, gasses or other hazardous materials, in the service area are liable to the City for the actual cost of labor and materials associated with the use of any specialized extinguishing agent, chemical, neutralizer or similar material or equipment employed to extinguish, confine or clean up any such hazardous material which is involved in any accidental spill or in threat of any fire or accidental spill.
5. The Town shall hold harmless and indemnify the City from any claim or loss, of the city, arising from any incident that occurs on properties that for the reason of slope, structure setback from roadway, grade or weight capacity of driveway, width of driveway, overhang of buildings or trees, or other property design and access features that delay, impede or prohibit access to the property by the City's Fire Department equipment or otherwise adversely affect or impede accepted Fire Department tactical procedures or policies.
6. Upon approval of this Agreement, the City and Town shall engage in continued bona fide negotiations for future contract revisions and renewal.

IN WITNESS, the parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representatives of the City and Town.

Town of Medary

By: _____
Linda Seidel, Chairperson

By: _____
Diane Elsen, Town Clerk

Subscribed and sworn before me
this ____ day of March, 2018

Notary Public, State of _____
My Commission: _____

City of La Crosse

By: _____
Timothy Kabat, Mayor

By: _____
Teri Lehrke, City Clerk

Subscribed and sworn before me
this ____ day of March, 2018

Notary Public, State of _____
My Commission: _____