

**COMMON COUNCIL - CITY OF MUSKEGO  
RESOLUTION #176-2009**

**APPROVAL OF FIRE PROTECTION AGREEMENT WITH  
TESS CORNERS VOLUNTEER FIRE DEPARTMENT  
FOR 2010**

WHEREAS, It is necessary that the City of Muskego and the Tess Corners Volunteer Fire Department enter into an agreement for fire protection for the City's residents; and

WHEREAS, The Finance Committee has reviewed the attached agreement for 2010 and has recommended approval.

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego, upon the recommendation of the Finance Committee, does hereby approve the agreement for fire protection between the Tess Corners Volunteer Fire Department and the City of Muskego for the period January 1, 2010 to December 31, 2010.

BE IT FURTHER RESOLVED That the Mayor and Clerk-Treasurer are hereby authorized to execute the agreement in the name of the City.

DATED THIS 24<sup>TH</sup> DAY OF NOVEMBER, 2009.

SPONSORED BY:

FINANCE COMMITTEE

Ald. Noah Fiedler

Ald. Tracy Snead

Ald. Keith Werner

This is to certify that this is a true and accurate copy of Resolution #176-2009 which was adopted by the Common Council of the City of Muskego.

\_\_\_\_\_  
Clerk-Treasurer

## 2010 AGREEMENT

### CITY OF MUSKEGO -- TESS CORNERS VOLUNTEER FIRE DEPARTMENT

**AGREEMENT** made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between **Tess Corners Volunteer Fire Department**, a Wisconsin Corporation, party of the first part and the **City of Muskego**, a Municipal Corporation of the State of Wisconsin, party of the second part:

IN CONSIDERATION of the mutual covenants herein contained, it is agreed: That the term of this agreement is January 1, 2010 to December 31, 2010. Additionally, that party of the second part will pay to party of the first part for services rendered a payment of \$110,013.75, payable upon receipt of the Fire Department's check ledger for the previous quarter detailing expenditures for those quarters. The Fire Department agrees to annually have its financial statements including a Statement of Financial Position, Statement of Activities, and a Statement of Cash Flows including Notes to the Financial Statements prepared in conformity with accounting principles generally accepted in the United States of America, and to have such statements audited by a certified public accountant in accordance with auditing standards generally accepted in the United States of America. The audit of the Fire Department's statements must be completed and submitted to the City no later than August 31 of the subsequent year. The Fire Department also agrees to annually submit a copy of its tax return to the City by August 31 of the subsequent year. The City agrees to allow the Fire Department to include in its annual budget the cost of obtaining an audit in accordance with this provision. Further, the requirement to submit audited financial statements and a copy of the Fire Department's tax return is effective for financial information for the year ended December 31, 2009, and these documents must be submitted to the City no later than August 31, 2010.

Fire runs are to be made by the party of the first part to any fire within the City's corporate boundaries in compliance with a call from any resident of said area.

Party of the first part will furnish the necessary fire trucks, hoses, ladders, and miscellaneous fire fighting equipment, and the volunteer fire fighting assistance made by any resident of the area to be served by party of the first part under this Agreement.

Party of the first part assumes all liability for damages caused by the negligent operation of its fire trucks or equipment, and agrees to obtain automobile liability insurance covering the operations of its trucks said insurance to have a minimum liability for bodily injury in the amount of \$2,000,000.00 Combining Single Limit. A certificate of insurance naming the City as an additional insured shall be sent to the City showing the above requirements have been complied with and providing for written notice to the City 30 days in advance of full or partial cancellation, on the City's approved form. Memorandum copies of the insurance policies shall be provided to the City upon request.

The party of the second part, recognizing the value of mutual aid agreements between fire departments, agrees to permit Tess Corners Volunteer Fire Department to continue on with such agreements. The Tess Corners Volunteer Fire Department need remain in compliance with the Department of Commerce standard requirements for Chapter Comm 30 to continue receiving the 2% Fire Insurance Entitlement Dues.

Each party agrees to provide notice to the other party at least sixty (60) days prior to the expiration of this agreement if any contract terms other than term and payment are expected to be different than as described herein for any subsequent contract term.

For valuable consideration acknowledged by each party, the Tess Corners Fire Department hereby agrees that it will comply with any and all requirements of the law commonly known as the Wisconsin Open Meetings Law, the Wisconsin Open Records Law, and the Wisconsin Fair Labor Law.

Any previous contracts between the parties as to payments for services are hereby declared null and void as of January 1, 2010.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**TESS CORNERS VOLUNTEER FIRE DEPT.**

**CITY OF MUSKEGO**

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President

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Mayor John R. Johnson

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Secretary

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Clerk-Treasurer Janice Moyer