

FIRE PROTECTION AGREEMENT

Between

Chetek Fire District

And Town of Dovre

This Fire Protection Agreement (this "Agreement") is made effective as of 9 Jan 24, by and between the Chetek Fire District, Barron County, Wisconsin (the "District"), and the Town of Dovre, Barron County, Wisconsin (the "Town"), for fire protection services. Collectively, the District and Town may be referred to as the "Parties", and individually, the District and Town may be referred to as a "Party". The "Effective Date" of this Agreement shall be the date on which it has been fully executed by the parties hereto.

RECITALS

- A. The District is owned and operated jointly by the City of Chetek and Town of Chetek.
- B. Pursuant to the terms of this Agreement, the District shall provide fire protection services to the Town, and the Town will compensate the District for such Services, as more particularly described below.

AGREEMENT

- A. Scope of Services. The District shall provide Services to persons and properties in the area of the Town described in Subsection B below. The Services include, but are not limited to, fire protection, fire inspections, and the filing of required reports (the "Services"). The District shall have sole discretion as to the staffing and equipment that will respond to each call, and shall be the sole judge as to the most expeditious, efficient and effective manner of handling and responding to calls for services or the rendering thereof.
- B. Service Area. The District shall provide Services to that part of the Town shown on the map attached hereto as Exhibit A (the "Service Area").
- C. Agreement Term. The term of this Agreement shall commence on 9 Jan 24, at 12:01 a.m. and continue indefinitely unless and until a Party to this Agreement withdraws from the Agreement as provided in this Subsection C. Notice of withdrawal from this Agreement by either of the Parties shall be given to the other Party at least 180 days prior to the effective date of withdrawal.
- D. Annual Review; Amendments. This Agreement shall be reviewed annually for possible revisions. Any amendments shall be mutually agreed upon by both Parties in writing.

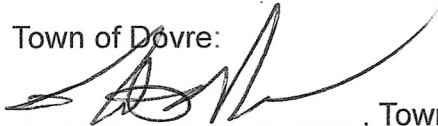
- E. Legal Responsibility for Acts of Fire Fighters. The District shall be legally responsible for the acts of the District's firefighters, provided the firefighters are acting in their official capacity to provide Services.
- F. Cost of Service. As compensation for the Services, the Town shall contribute its share of the annual operating budget for expenditures for purchasing, housing, maintenance, capital outlay, and manning of the equipment of the District based on the following calculation:
- Each municipality shall use their current Real Estate equalized value (TID out) as determined annually by the Department of Revenue in calculating their percentage of the total district. Their percentage is multiplied by the total annual operating budget with a 40% cap on the total allocation for any municipality. Any amount over the cap shall be split based on the valuation percentage with other entities remaining below the cap. An example of this calculation is attached as Exhibit B.
- The annual cost for Services shall be paid to the District by the Town in quarterly installments on January 1st, April 1st, July 1st, and October 1st of each year.
- G. Legal Relationship of Parties. The District is an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties.
- H. Insurance. Each Party shall provide insurance coverage to protect its respective interests.
- I. Notices. All notices provided for in this Agreement shall be in writing, signed by an authorized official, and sent either by registered mail or certified mail, return receipt requested to the following:
- If to the District: Chetek Fire District
 Attn: Fire Chief
 1224 Railroad Avenue
 Chetek, WI 54728
- If to the Town: Town of Dovre
 Attn: Town Clerk
 304 25 ½ Street
 Chetek, WI 54728
- J. Approval by Governing Bodies of Parties. Each of the Parties hereby represents that this Agreement was duly approved by its governing body on or before the date stated below, in accordance with all applicable state and local laws, and that its governing body has caused its duly authorized officers to execute this Agreement on its behalf on the date stated after each signature.

- K. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- L. Entire Agreement. This Agreement, together with all exhibits and appendices hereto, constitutes the entire agreement between the District and Town and supersedes all prior agreements, representations, and understandings of the Parties which may relate to the subject matter of this Agreement. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the District and Town relating to the subject matter of this Agreement, other than those set forth herein.
- M. Assignment. Neither the Town nor the District may assign this Agreement without the other party's written consent.
- N. Severability. In the event any provision of this Agreement shall finally be determined to be unlawful, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.
- O. Waiver. The terms and conditions contained in this Agreement may be waived only by a written instrument executed by the Party waiving compliance. Any such waiver shall only be effective in the specific instance and for the specific purpose for which it was given and shall not be deemed a waiver of any other provision hereof or of the same breach or default upon any recurrence thereof. No failure on the part of a Party hereto to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.
- P. Headings. The headings of the provisions of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.
- Q. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

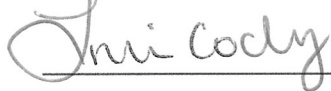
Signature Page Follows.

In witness whereof, the Parties have signed and caused this instrument to be executed
this 9 day of Jan, 2024

Town of Døvre:


_____, Town Chairperson

Attest:


_____, Town Clerk

Chetek Fire District:


_____, President



_____, Fire Chief

EXHIBIT A

Service Area

Chetek Fire District Coverage Area in Yellow (hatched)

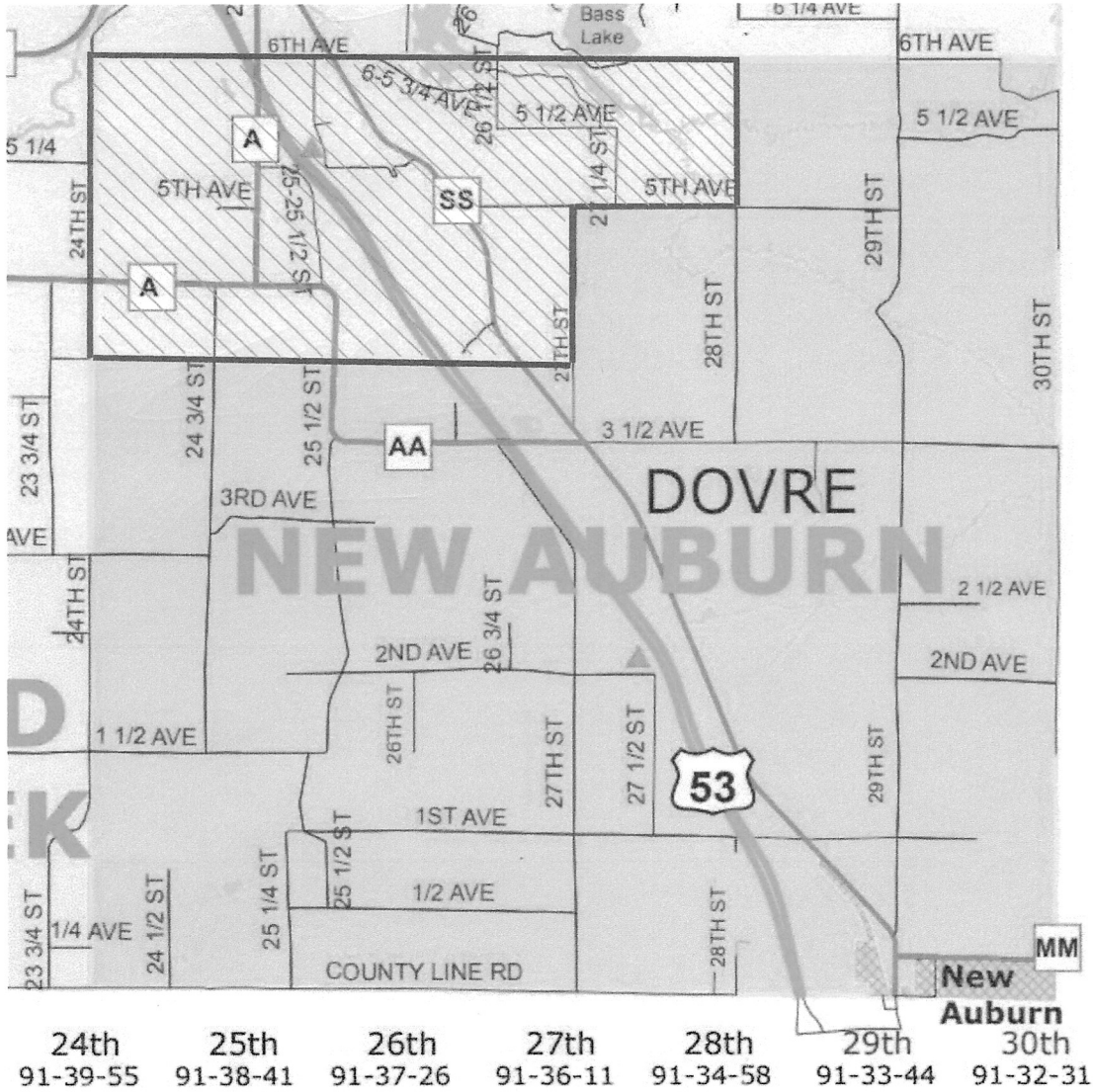


EXHIBIT B

SAMPLE CALCULATION FOR COST OF SERVICE

Municipality	Total Valuation	Percent Covered	Covered		Proposed Levy Valuation	Levy Valuation	
			Valuation	% Total		40% Cap	% Total
City of Chetek	\$206,944,900.00	100.00%	\$206,944,900.00	20.82%	\$54,997.48	\$62,139.70	23.52%
Township of Chetek	\$466,157,300.00	100.00%	\$466,157,300.00	46.90%	\$123,885.53	\$105,667.66	40.00%
Township of Prairie Lake	\$308,387,700.00	62.00%	\$191,200,374.00	19.24%	\$50,813.23	\$57,412.07	21.73%
Township of Dovre	\$135,023,300.00	20.00%	\$27,004,660.00	2.72%	\$7,176.73	\$8,108.74	3.07%
Township of Rusk	\$179,238,200.00	48.00%	\$86,034,336.00	8.66%	\$22,864.40	\$25,833.68	9.78%
Township of Sloux Creek	\$83,379,500.00	20.00%	\$16,675,900.00	1.68%	\$4,431.77	\$5,007.30	1.90%
TOTAL	\$1,379,130,900.00		\$994,017,470.00	100%	\$264,169.15	\$264,169.15	100.00%