

**AGREEMENT REGARDING PLACEMENT OF  
ELKHORN AREA FIRE DEPARTMENT APPARTUS  
IN LAKE COMO SANITARY DISTRICT BUILDING**

The Town of Geneva, Wisconsin (hereinafter Town), the Elkhorn Area Fire Department (hereinafter EAFD), and The Lake Como Sanitary District No. 1 (hereinafter LCSD), by signing herein, hereby agree as follows:

1. LCSD shall lease a single parking bay in the LCSD facility, N3420 Dell Place, Lake Geneva, Wisconsin, to The Town of Geneva for the storage of fire and rescue vehicles and equipment for a term of one year commencing upon execution of this agreement by all parties at an annual rent of \$1.00. As a part of the said lease, LCSD shall make meeting room and restroom facilities available to EAFD personnel. Either party may terminate the lease agreement without cause upon thirty (30) days written notice to the other parties.
2. EAFD acknowledges that LCSD has an obligation to apply strict security measures to its facilities. Accordingly, EAFD shall provide LCSD with a complete list of all EAFD personnel having access to the LCSD facility and shall update said list within twenty-four (24) hours of any change thereto.
3. LCSD acknowledges that EAFD maintains liability insurance sufficient to cover losses caused by EAFD personnel upon LCSD's premises. LCSD acknowledges receipt of a copy of the existing liability policy held by EAFD. EAFD agrees to make no material change in the amount of coverage affecting LCSD's protection without advanced notice to LCSD. Both parties acknowledge that EAFD has notified its insurer that it intends to locate, store, maintain, place, and utilizes ingress and egress from the LCSD property identified above in paragraph 1 of this Agreement for all purposes consistent with policy coverage. Conversely, EAFD acknowledges receipt of a copy of a property insurance policy held by LCSD covering potential losses of EAFD personnel, equipment, appurtenances, located at LCSD's facility identified in paragraph 1, above. LCSD shall make no material changes to this policy affecting protection EAFD, as identified herein, without first providing a copy of the changes to EAFD and approval of EAFD. Both parties acknowledge no one but personnel authorized by each parties' internal operating procedures, state law and limitations of insurance coverage shall be upon the premises nor be upon or operate nor have access to EAFD apparatus, property or appurtenances while said property is at LCSD's location identified in paragraph 1, above.
4. LCSD shall provide keys or other means of access to EAFD personnel, sufficient to allow EAFD personnel to obtain access to said equipment in emergency situations as necessary. The number of keys or access devices shall be determined as further agreed between the parties.
5. If LCSD requires said fire apparatus to be moved to conduct LCSD business, EAFD shall respond in a reasonable timely manner to address any such request. The parties shall exchange the names, addresses and telephone numbers of contact personnel who shall be accessible to contact 24 hours per day in emergency situations or during regular business hours in non-emergency situations.
6. EAFD shall strive to minimize any inconvenience or distraction to LCSD's routine business operations.
7. EAFD may maintain a reasonable amount of equipment in the same room of the building as the fire apparatus, but shall strive to keep said equipment to a minimum and not cause unnecessary inconvenience or clutter to the LCSD facilities.
8. All parties recognize that this agreement is created for the benefit of the parties and those whom they serve. In that regard, the parties shall attempt to deal fairly and openly with each other in the execution of the terms of this agreement.

9. This agreement shall be effective on the date that the last of the signators signs herein. By signing herein, each signator affirms that he/she has the authority to sign on behalf of the respective entities they represent.

10. The attached Resolution of each of the signatories from The Town of Geneva and The Lake Como Sanitary District authorizes the entry into this agreement by each entity.

Executed this 10<sup>th</sup> day of December, 2007

TOWN OF GENEVA:

By: 

Daniel L. Lauderdale, Town of Geneva, WI

LCSD:

By: 

Donale DeBaere, President LCSD

ELKHORN AREA FIRE DEPARTMENT:

By: 

Rod Smith, Elkhorn Fire Chief