



IOWA-GRANT SCHOOL DISTRICT

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March 15, 2023

TO: Schools Participating in the SWEEP 2 (Top Dresser) Consortium

FROM: Loras Winders, Business Manager
Iowa-Grant School District

I have attached a copy of the 2023-2024 SWEEP 2 66.0301 Cooperative Agreement. Please print a copy of the agreement for your Board to approve. After approval, please have the district clerk complete and sign the agreement on page 5.

Please return the signed copy of the SWEEP 2 Cooperative Agreement by mail to:

Iowa-Grant School District
Attn: Loras Winders
498 County Road IG
Livingston, WI 53554

Or, return via email to lwinders@igs.k12.wi.us.

If you have any questions about this agreement, feel free to contact me at (608) 943-6313 x3017.

Attachments

INTERGOVERNMENTAL COOPERATIVE AGREEMENT – SWEEP 2

This Agreement entered into this _____ day of _____ 2023. By and between Belmont, Boscobel, Darlington, Dodgeville, Highland, Iowa-Grant, Mineral Point, Prairie du Chien, Richland, River Valley, Riverdale, and Seneca School Districts [hereinafter referred to as a “District” and collectively as “Districts”].

WHEREAS, each of the District is a Wisconsin common school district; and

WHEREAS, Wisconsin common school districts are authorized, pursuant to Section 66.0301 and 120.13(3), Wisconsin Statutes, to enter into cooperative agreements and programs with other public school districts for the purchase and use of property; and

WHEREAS, the parties have agreed upon the terms under which the Districts will jointly purchase and use certain items of equipment, and the Districts wish to state their agreement in the manner and form following.

THEREFORE, for valuable consideration, the parties hereto agree as follows:

1. **Definitions**. For purposes of this Agreement, the following terms shall be defined in the following manner.
 - a. “Equipment” shall mean the equipment described on Exhibit B attached hereto, together with any and all other equipment which may be added to this Agreement by action of the Districts.
 - b. “Fiscal Year” shall mean the 12-month period extending from July 1 through June 30.
 - c. “Operator” shall mean the District designated under this Agreement to serve as operator and fiscal agent of the Program. The initial Operator shall be Iowa-Grant, which shall remain in such capacity until replaced by action of the Districts. The Districts may select and/or replace an operator by majority vote, with each District having the right to cast one equal vote on such question.
 - d. “Program” shall mean the cooperative effort of the Districts to purchase and use Equipment pursuant to the terms and conditions of this Agreement.
 - e. “Program Account” shall mean one or more checking or savings accounts established by the Operator at one or more banks or savings and loan associations to hold the funds of the Program pursuant to the terms of this Agreement.

f. "Proportionate Share" shall mean the share of each District in the assets and liabilities of the Program. The Proportionate Share of each District shall be that fraction with one as the numerator and the total number of all the Districts as the denominator.

2. **Purposes of Program.** The District shall enter into a Program for the acquisition and use of Equipment under the terms of this Agreement. The items of Equipment subject to this Agreement are described on Exhibit B attached hereto. Items of Equipment may be added to the Program by approval of all the Districts upon execution of a written agreement to such effect by each District.

3. **Addition of District(s) into the Program.** This cooperative agreement entered into on the afore-mentioned date involves the 12 School Districts as listed on page 1. Any additional District may also enter in the Agreement at any time. The cost of any additional District shall be the same Proportionate Share paid by each District when the original Program began during the 1999-2000 school year and in each subsequent year following the original Agreement.

4. **Establishment of Annual Budget.**

a. The Districts shall annually approve a Program budget identifying, by category, the anticipated funding needs of the Program for the succeeding Fiscal Year. The categories within the budget shall include equipment purchases, maintenance programs, storage costs, insurance, reserves, and such other categories reflecting funding needs of the Program as may be established by the Districts.

b. The initial budget for the Program, extending from the date of this Agreement through June 30, 2024 is attached hereto as Exhibit A. Each of the Districts agrees to contribute its Proportionate Share of the contribution requirement reflected on the initial budget to the Operator within one (1) month or thirty (30) days following the date of this Agreement.

c. Commencing with the 2002-2003 Fiscal Year and each year thereafter, the Operator shall develop a proposed budget for the Fiscal Year. Each proposed budget shall be provided to each District on or before April 1st of each year. Such budget shall include all anticipated funding requirements for the Program for the succeeding Fiscal Year. The proposed budget shall be subject to the approval by the School Board of each District on or before June 1st of each year. Following approval of the budget by all the Districts, the Operator shall send each District a notice of assessment in an amount equal to the District's Proportionate Share of the funding needs of the Program for

the Fiscal Year as reflected in the approved budget. Each District shall contribute its Proportionate Share of funding for the Fiscal Year to the Operator on July 1st of each Fiscal Year.

- d. In the event that the Operator shall determine within any Fiscal Year that a shortfall in the funding exists, the Operator may distribute to all the Districts a proposed amended budget indicating the additional funding needs of the Program for the Fiscal Year. Upon approval of the amended budget by all the Districts, the Operator shall provide notice of additional assessment to each of the Districts, requiring that each District contribute its Proportionate Share of the additional funding required for operation of the Program. Upon receipt of such notice of assessment, each District shall make appropriate payment to the Operator.

5. Purchase/Use of Equipment.

- a. The operator shall be responsible for purchasing Equipment. The Operator need not place any order for Equipment until all assessments have been paid and funds are on hand to cover the purchase price for such Equipment. The Equipment shall be titled in the name of the Operator. Notwithstanding the placement of title to the Equipment in the name of the Operator, each of the Districts shall be considered to hold an equal undivided interest in the Equipment.
- b. Each of the Districts shall have the right to use the Equipment. Usage rights shall be allocated on a first come/first serve basis. Each District within shall contact the Operator to reserve a time for use of the Equipment. If such period is open and available, the use of Equipment during such period shall be reserved for the requesting District. Once reserved for a period, no other District shall have the right to use the Equipment during the reservation period except with the consent of the District holding the reservation, each reservation not to exceed three days.
- c. The Operator shall maintain a schedule for use of the Equipment, identifying reservation periods during which items of equipment are reserved for use by individual Districts. Such schedule shall be continually updated and accessible to all the Districts.
- d. The District reserving the use of a piece of Equipment [or the Districts reserving consecutive usage of an item of Equipment] shall be responsible for the transportation of the item of Equipment from the storage facility of the Operator and return of the Equipment to such facility. All Equipment shall be returned no later than the end of the reservation period.

e. As a normal Program expense, the Operator shall pay all costs of maintenance of the Equipment.

6. **Establishment/Maintenance of Program Account.** All Program receipts, including contributions of the Districts to the Program and proceeds from the sale of Equipment, shall be deposited in the Program Account. All payments of costs and expenses of the Program shall be disbursed from the Program Account. The Operator shall annually, as a part of the budgetary process, provide each of the Districts with an accounting reflecting all Program receipts and disbursements for the accounting period. At such time as a surplus fund may, in the judgment of the Operator, be accumulated in the Program Account, or at such time as the Program is terminated, balances in the Program Account shall be distributed to the Districts, with each District receiving its Proportionate Share of the amount disbursed.

7. **Duties of Operator.** The Operator shall have the following duties and responsibilities.

- a. Entering purchase orders for the purchase of Equipment.
- b. Preparing proposed annual budgets, proposing amendments to annual budgets, and ensuring that the Program is operated within budgetary constraints.
- c. Receiving and disbursing all funds of the Program through the Program Account.
- d. Acquiring appropriate insurance coverage to insure the Equipment and the liability risks of the District under the program.
- e. Providing for repairs and maintenance of the Equipment, as necessary.
- f. Scheduling periods of usage of the Equipment by the Districts.
- g. Ensuring that the Equipment is properly stored and protected from the elements and risks of vandalism and theft.
- h. Making recommendations to the Districts with respect to the addition of Equipment to the program or replacement of Equipment.
- i. Establishing and maintaining records in accordance with applicable accounting requirements and making any necessary filings with the Department of Public Instruction.

8. Miscellaneous.

- a. This Agreement states the entire Agreement between the parties regarding the subject matter hereof.
- b. This Agreement shall be effective upon approval by the School Boards of each of the Districts, and upon execution of this Agreement by the President and Clerk of the Board of Education of each District.
- c. This Agreement shall not be amended except upon execution of a written Agreement approved by the School Boards of each District and executed by the President and Clerk of the Board of Education of each District.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

Name of School District

Date

SIGNATURES

President, Board of Education

Clerk, Board of Education

**EXHIBIT B
EQUIPMENT INVENTORY -- SWEEP 2**

DESCRIPTION	MANUFACTURER	MODEL #	SERIAL #	PURCHASE DATE
Meter-Matic Top Dresser (purchased from River Ridge Schools)	Turfco	III F	B08788	5/31/2002
Gandy Type Overseeder (purchased from River Ridge Schools)	Turfco			5/31/2002
2013 Utility Trailer for Top Dresser (purchased from Ritchie Implement)	H & S	UTT712A	000412	3/17/2014