

**AGREEMENT REGARDING USE OF PROCEEDS FROM
CONTRACT WITH PLEASANT SPRINGS**

This AGREEMENT REGARDING USE OF PROCEEDS FROM CONTRACT WITH PLEASANT SPRINGS ("AGREEMENT") between the Cottage Grove Volunteer Fire Department, Inc. ("DEPARTMENT"), the Village of Cottage Grove ("VILLAGE") and the Town of Cottage Grove ("TOWN") (collectively referred to as the "PARTIES"), shall become effective when signed by all PARTIES.

RECITALS

WHEREAS, the VILLAGE and TOWN created a FIRE DISTRICT which is serviced by the DEPARTMENT and now includes a portion of the TOWN OF PLEASANT SPRINGS, and

WHEREAS, effective January 1, 2014 the PARTIES entered into a successor CONTRACT TO PROVIDE FIRE PROTECTION SERVICES to the TOWN OF PLEASANT SPRINGS (P.S. CONTRACT) and

WHEREAS, the PARTIES wish to confirm their understanding on how the proceeds from the P.S. CONTRACT will be spent

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

AGREEMENT

1. **USE OF FEES FROM THE P.S. CONTRACT**

All FEES generated by the P.S. CONTRACT shall be spent by the DEPARTMENT as follows:

- a. FEES shall first be applied to the operational expenses incurred by the DEPARTMENT to provide services to the residents of the Town of Pleasant Springs pursuant to the P.S. CONTRACT.
- b. Any remaining fees shall be applied towards CAPITAL EXPENSES incurred by the Department.
 - (i) Any CAPITAL EXPENSES shall be reviewed with and receive approval from the JOINT-COTTAGE GROVE FIRE DEPARTMENT COMMITTEE prior to purchase.
 - (ii) The DEPARTMENT shall provide a written accounting for expenses.

- (iii) The specific characteristics of any CAPITAL EXPENSE shall be determined by the DEPARTMENT.

2. SEGREGATED ACCOUNTS

Any and all FEES shall be maintained in a segregated account limited to the aforementioned purposes.

The account shall be maintained by the Town.

3. TERMINATION OF AGREEMENT

This AGREEMENT shall remain in full force and effect during each extension of the P.S. CONTRACT.

This AGREEMENT shall terminate at such time as the P.S. CONTRACT is terminated and all FEES have been collected under the P.S. CONTRACT and all held funds have been used for the purposes specified.

The PARTIES' obligations as to the FEES and one another shall continue to bind the PARTIES until all such obligations have been fully satisfied.


4. GENERAL PROVISIONS

To be binding, any and all amendments to this AGREEMENT shall be in writing. Each person signing this AGREEMENT warrants and represents that he or she is duly authorized to bind the respective Party hereto. This is the PARTIES' full and complete understanding, with respect to the subject matter contained herein. This AGREEMENT may be executed in counterparts and the counterparts, when taken together, shall be as effective as if all signatures were in a single document. Faxed and emailed signatures shall be as binding as original signatures.

VILLAGE OF COTTAGE GROVE

BY: 
President Diane Wiedenbeck

DATE: June 27, 2014

BY: 
Clerk-Treasurer Deb Winter

DATE: 6/27/14

TOWN OF COTTAGE GROVE

BY: 
Chairman Kris Hampton

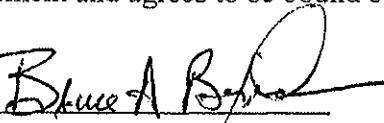
DATE: 7/9/14

BY: 
Clerk Kim Banigan

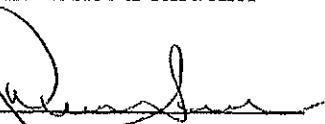
DATE: 7/9/14

ACKNOWLEDGMENT AND CONSENT

By Signing below the Cottage Grove Volunteer Fire Department Inc. acknowledges this Agreement and agrees to be bound by its terms and conditions.

BY: 
Chief Brice Boxrucker

DATE: 7-10-14

BY: 
WITNESS

DATE: 7-10-2014