

**RESOLUTION OF THE COTTAGE GROVE TOWN BOARD  
AUTHORIZING  
THE TOWN OF COTTAGE GROVE  
TO EXECUTE AN INTERMUNICIPAL AGREEMENT  
WITH THE VILLAGE OF COTTAGE GROVE  
AND AN AGREEMENT WITH THE VOLUNTEER  
FIRE DEPARTMENT, INC. FOR THE PROVISION  
OF FIRE SERVICES**

This Resolution authorizes designated representatives of the TOWN OF COTTAGE GROVE ("TOWN") to participate, pursuant to Wisconsin Statutes 66.30, in the preparation of INTERMUNICIPAL AGREEMENTS with the VILLAGE OF COTTAGE GROVE ("VILLAGE") and the Cottage Grove VOLUNTEER FIRE DEPARTMENT INC. ("FIRE DEPARTMENT") for the purposes of creating an agreement to provide fire service protection for the VILLAGE and TOWN.

WHEREAS, the VILLAGE and TOWN jointly provide several municipal services to VILLAGE and TOWN residents and recognize the value of coordinating efforts when providing municipal services to VILLAGE and TOWN residents; and,

WHEREAS, Wisconsin Statutes 61.65 (2) (a) (3) permits the VILLAGE to create a joint department with a city, town or another village; and,

WHEREAS, Wisconsin Statutes 60.55 (1) (a) (2) permits a town to join with another town, village or city to establish a joint fire department; and,

WHEREAS, the VILLAGE OF COTTAGE GROVE and TOWN OF COTTAGE GROVE created a JOINT FIRE DEPARTMENT COMMITTEE and designated representatives to negotiate and recommend an agreement for the provision of fire services to the municipalities; and,

WHEREAS, on April 2, 1997, the JOINT FIRE DEPARTMENT COMMITTEE recommended adoption of agreements consistent with the general outline of the attached INTERMUNICIPAL AGREEMENT CREATING THE COTTAGE GROVE FIRE DISTRICT and INTERMUNICIPAL AGREEMENT FOR THE PROVISION OF FIRE SERVICES.

**NOW THEREFORE BE IT RESOLVED, THE TOWN OF COTTAGE GROVE RESOLVES AS FOLLOWS:**

The TOWN agrees to execute and be bound by the attached INTERMUNICIPAL AGREEMENT CREATING THE COTTAGE GROVE FIRE DISTRICT and INTERMUNICIPAL AGREEMENT FOR THE PROVISION FOR FIRE SERVICES as proposed by the Joint Fire Protection Services Committee on April 2, 1997.

Approved and adopted by resolution of the TOWN BOARD and executed this 7<sup>th</sup>  
day of April, 1997.

**TOWN OF COTTAGE GROVE**

Eugene Skaar  
By: Eugene Skaar, Town Chairman

Teresa Turner  
Attest: Teresa Turner, Town Clerk

**AUTHENTICATION**

Signatures of Eugene Skaar and Teresa Turner, known to be the Town Chairman and  
Town Clerk, authenticated this 7<sup>th</sup> day of April, 1997.

Constance L. Anderson  
Constance L. Anderson  
Title: Member State Bar of Wisconsin

Requested by: **JOINT FIRE DEPARTMENT COMMITTEE**

Drafted by: Constance L. Anderson,  
Cottage Grove Town Attorney

Approved as  
to Form by: Constance L. Anderson,  
Cottage Grove Town Attorney

**RESOLUTION OF THE VILLAGE BOARD  
OF THE VILLAGE OF COTTAGE GROVE AUTHORIZING  
THE VILLAGE OF COTTAGE GROVE  
TO PARTICIPATE IN PREPARATION OF  
AN INTERMUNICIPAL AGREEMENT  
FOR THE PROVISION OF FIRE SERVICES**

This Resolution authorizes designated representatives of the VILLAGE OF COTTAGE GROVE to participate, pursuant to Wisconsin Statutes 66.023, in the preparation of an INTERMUNICIPAL AGREEMENT with the TOWN OF COTTAGE GROVE and the COTTAGE GROVE VOLUNTEER FIRE DEPARTMENT INC. for the purposes of creating an agreement to provide fire service protection for the Village and Town.

WHEREAS, the Village and Town jointly provide several municipal services to Village and Town residents and recognize the value of coordinating efforts when providing municipal services to Village and Town residents; and,

WHEREAS, Wisconsin Statutes 61.65(2)(a)(3) permits the Village to create a joint department with a city, town or another village; and,

WHEREAS, Wisconsin Statutes 60.55(1)(a)(2) permits a town to join with another town, village or city to establish a joint fire department; and,

WHEREAS, the VILLAGE OF COTTAGE GROVE and TOWN OF COTTAGE GROVE created a JOINT FIRE DEPARTMENT COMMITTEE and designated representatives to negotiate and recommend an agreement for the provision of fire services to the municipalities; and,

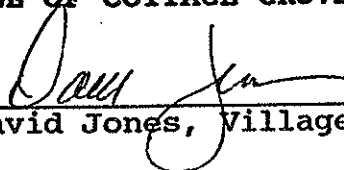
WHEREAS, on February 26, 1997, the JOINT FIRE DEPARTMENT COMMITTEE recommended adoption of agreements consistent with the general outline of the attached INTERMUNICIPAL AGREEMENT CREATING THE COTTAGE GROVE FIRE DISTRICT and INTERMUNICIPAL AGREEMENT FOR THE PROVISION OF FIRE SERVICES.

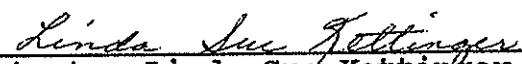
NOW THEREFORE BE IT RESOLVED, THE VILLAGE OF COTTAGE GROVE RESOLVES AS FOLLOWS:

1. The VILLAGE OF COTTAGE GROVE agrees to execute and be bound by the attached INTERMUNICIPAL AGREEMENT CREATING THE COTTAGE GROVE FIRE DISTRICT and INTERMUNICIPAL AGREEMENT FOR THE PROVISION FOR FIRE SERVICES.

Approved and adopted by resolution of the VILLAGE BOARD and executed this 21<sup>st</sup> day of April, 1997.

VILLAGE OF COTTAGE GROVE

  
By: David Jones, Village President

  
Attest: Linda Sue Kettinger

**AUTHENTICATION**

Signatures of David Jones and Linda Sue Kettinger, known to be the Village President and Village Clerk, authenticated this \_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
Leighton W, Boushea  
Title: Member State Bar of Wisconsin

Requested By: JOINT FIRE DEPARTMENT COMMITTEE

Drafted By: Leighton W. Boushea,  
Village of Cottage Grove Attorney

Approved as  
to Form By: Leighton W. Boushea,  
Village of Cottage Grove Attorney

Final

**AGREEMENT FOR  
THE PROVISION OF  
FIRE PROTECTION SERVICES**

Pursuant to the Wisconsin Statutes and in consideration of the mutual covenants and obligations hereafter set forth, the VILLAGE OF COTTAGE GROVE (hereafter VILLAGE), the TOWN OF COTTAGE GROVE (hereafter TOWN), individually and as members of the COTTAGE GROVE FIRE DISTRICT (hereafter DISTRICT), and the VOLUNTEER FIRE DEPARTMENT INC. (hereafter V.F.D.I.) agree as follows:

**SECTION I**

**1.01 PURPOSE**

- (A) This AGREEMENT FOR THE PROVISION OF FIRE SERVICES (hereafter AGREEMENT-FIRE SERVICES) is intended to provide:
- (1) For fire fighting services to all portions of the DISTRICT; and
  - (2) Other activities related to fire protection as they may be enumerated and authorized herein.

**SECTION II**

**2.01 ORGANIZATION**

(A) **Relationship of the Parties**

- (1) The parties acknowledge that the terms of and conditions of the INTERMUNICIPAL AGREEMENT TO CREATE THE COTTAGE GROVE FIRE DISTRICT (hereafter AGREEMENT-FIRE DISTRICT) (a copy of which is attached as Exhibit A and is incorporated herein as if fully set forth) govern the DISTRICT.
- (2) The V.F.D.I. shall have the sole responsibility for the organization, supervision, operation and control of the V.F.D.I.
- (3) The V.F.D.I. on an annual basis agrees to provide the DISTRICT:

a. with an up to date roster of officers and members on May 1 of each year.

b. an updated copy of the V.F.D.I.'s Bylaws and any organizational changes thereto.

- (4) Except as specifically outlined herein, no party has any general authority to enter into any contract, assume any obligation or make any warranties or representations on behalf of the other.

(B) OWNERSHIP OF ASSETS

(1) Real Estate and Improvements

The TOWN shall and does hold title to the Fire Station used to serve the DISTRICT, including the underlying real estate and improvements. The V.F.D.I. shall not be charged rent for the use of the Fire Station.

(2) Vehicles

The VILLAGE and TOWN own the vehicles based on the respective contributions at the time of acquisition. (Also see Section 6.03 of the AGREEMENT-FIRE DISTRICT.)

For administrative purposes, title to the vehicles is in the name of the TOWN except as otherwise provided in SECTION IV.

As of the date of this AGREEMENT-FIRE DISTRICT, the vehicles include two (2) Fire Engines and two (2) Squads.

(3) Specialized Equipment

Specialized equipment unique to the nature of services provided to the TOWN (such as tank trucks and brush trucks), as determined by the COMMITTEE and ratified by the TOWN BOARD, shall be owned by and the financial responsibility of the TOWN.

Specialized equipment unique to the nature of services provided to the VILLAGE (such as fire hydrants), as determined by the COMMITTEE and ratified by the VILLAGE BOARD, shall be owned by and the financial responsibility of the VILLAGE.

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- (4) Miscellaneous Equipment and Personal Property  
Ownership of miscellaneous equipment and personal property not described above shall be as determined by the DISTRICT, following consultation with the V.F.D.I.

SECTION III

3.01 RESPONSIBILITIES OF V.F.D.I.

- (A) It is the intent and agreement of the parties that the V.F.D.I. be, and hereby is, officially recognized as the fire department having primary responsibility to provide fire protection services to the DISTRICT, which services shall include the following:
- (1) Providing fire fighting services and protection, and responding to all fire calls and alarms, to all property and persons within the DISTRICT.
  - (2) Providing emergency rescue service in the treatment of residents and visitors within the DISTRICT, even when such services are provided in a situation not directly related to a fire. These services are not intended to and do not replace services provided by EMS.
  - (3) Providing fire fighting services required by any and all mutual aid pacts authorized by the DISTRICT. Copies of all such mutual aid pacts in existence as of the date of this AGREEMENT-FIRE SERVICES are attached hereto as Exhibit B and incorporated herein by reference.
  - (4) Make and report all fire inspections in the DISTRICT as required by law and to insure that the residents of the DISTRICT remain entitled to the fire insurance refund payment(s), if any.
  - (5) Such other fire protection services and activities as may be mutually agreed to in writing by the parties or as may be otherwise enumerated and authorized herein.
- (B) As to all services enumerated above, and particularly in the case of multiple fire alarms and/or fire calls, the V.F.D.I. FIRE CHIEF or

authorized V.F.D.I. officer shall determine what fire alarms and fire calls shall be answered, the priority of all fire alarms and fire calls and the allocation of the equipment of the DISTRICT.

#### SECTION IV

##### 4.01 FINANCIAL

###### (A) Budget

On or before October 1st of each year, the V.F.D.I. shall submit to the DISTRICT a budget setting forth the proposed expenses to be incurred by the V.F.D.I. for the ensuing calendar year.

Following approval by the JOINT FIRE PROTECTION COMMITTEE, the BUDGET shall then be submitted to the VILLAGE and TOWN BOARDS for review, approval and funding.

###### (B) Expenses

The V.F.D.I. FIRE CHIEF is authorized to spend up to one thousand dollars (\$1,000) per transaction on budgeted items without further approval by the DISTRICT or MUNICIPALITIES.

###### (C) Fire Dues

All fire dues received by each MUNICIPALITY shall be used to fund required fire inspections or other purposes consistent with Section 101.575(L) Wisconsin Statutes.

#### SECTION V

##### 5.01 INSURANCE

The parties shall provide insurance coverage as annually determined and required by the DISTRICT.

#### SECTION VI

##### 6.01 TERM/TERMINATION

This AGREEMENT-FIRE SERVICES shall become effective as if executed on the 1st day of January, 1997, and shall be in full force and effect through December 31, 2001.

This AGREEMENT-FIRE SERVICES shall renew automatically for five (5) year terms unless terminated as provided in this agreement.

This AGREEMENT-FIRE DISTRICT may only be terminated by mutual agreement. Termination shall require the

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affirmative vote of a majority of the VILLAGE BOARD,  
the TOWN BOARD, and the V.F.D.I. BOARD.

SECTION VII

7.01

MISCELLANEOUS

- (A) Entire Agreement: This AGREEMENT-FIRE SERVICES supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT-FIRE SERVICES and there are not understandings or agreements other than those incorporated in this AGREEMENT-FIRE SERVICES. This AGREEMENT-FIRE SERVICES may not be modified except by an instrument in writing duly executed by all parties.
- (B) Parties Bound: This AGREEMENT-FIRE SERVICES shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood the V.F.D.I. may not assign any rights or obligations hereunder without the prior written consent of the DISTRICT.
- (C) Governing Law: This AGREEMENT-FIRE SERVICES shall be governed by and construed and interpreted in accordance with the law of the State of Wisconsin.
- (D) Headings; References: The headings used in this AGREEMENT-FIRE SERVICES are for convenience only and shall not constitute a part of this AGREEMENT-FIRE SERVICES. Unless the context clearly requires otherwise, all references to "Sections" and other subdivisions are to the sections and subdivisions of this AGREEMENT-FIRE SERVICES.
- (E) Severability: If any provision of this AGREEMENT-FIRE SERVICES shall under any circumstances be deemed invalid or inoperative, this AGREEMENT-FIRE SERVICES shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.
- (F) Notice: Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid addressed to:

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TOWN  
Chairperson/Vice-Chairperson  
Joint Fire Protection Services Committee  
Town of Cottage Grove  
4058 CTH HWY N  
Cottage Grove, WI 53527

VILLAGE  
Chairperson/Vice-Chairperson  
Joint Fire Protection Services Committee  
Village of Cottage Grove  
221 E. Cottage Grove Road  
Cottage Grove, WI 53527

V.F.D.I.  
Volunteer Fire Department Inc.  
Attn: President  
P.O. Box 178  
Cottage Grove, WI 53527

(G) Effective Date: This Agreement shall become effective upon execution by all the parties.

IN WITNESS WHEREOF, the municipalities have caused this Agreement to be executed by their duly authorized officers.

TOWN OF COTTAGE GROVE

By: Eugene Alvar

Attest: Haip Engen

Date: 5-2-97

VILLAGE OF COTTAGE GROVE

By: [Signature]

Attest: Linda A. Kettinger

Date: 4/21/97

VOLUNTEER FIRE DEPARTMENT INC.

By: David R. Conlin  
President

Attest: [Signature]  
Secretary

Date: 4/15/97

Date: 5/9/97

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EXHIBITS  
AGREEMENT FOR THE  
PROVISION OF FIRE PROTECTION SERVICES

EXHIBIT A - INTERMUNICIPAL AGREEMENT TO CREATE THE COTTAGE GROVE  
FIRE DISTRICT

EXHIBIT B - MUTUAL AID PACTS

**INTERMUNICIPAL AGREEMENT**  
**TO CREATE THE COTTAGE GROVE FIRE DISTRICT**  
**(hereafter AGREEMENT-FIRE DISTRICT)**

Pursuant to the Wisconsin Statutes and in consideration of the mutual covenants and obligations hereafter set forth, the Village of Cottage Grove (hereafter VILLAGE) and the Town of Cottage Grove (hereafter TOWN), also referred to collectively as the "MUNICIPALITIES" or individually as "MUNICIPALITY".

**SECTION I**

**1.01 ORGANIZATION**

- (A) Name The name of the Fire District created by this AGREEMENT-FIRE DISTRICT shall be the COTTAGE GROVE FIRE DISTRICT, which shall be referred to hereafter in this Agreement as "the DISTRICT".
- (B) Purpose.
- (1) The primary purpose of this AGREEMENT-FIRE DISTRICT shall be to provide fire fighting services and protection to the MUNICIPALITIES. This AGREEMENT-FIRE DISTRICT shall also provide for other activities related to fire protection as they may be enumerated and authorized herein.
- (2) In addition to providing fire protection service, the DISTRICT is authorized to provide emergency rescue service in the treatment of residents and visitors within the DISTRICT, even when such services are provided in a situation not directly related to a fire. These services are not intended to and do not replace services provided by EMS.
- (C) Territory. The area to be included in the DISTRICT and served by the fire fighting personnel, equipment and supplies of said DISTRICT shall be the corporate boundaries of the VILLAGE and TOWN of Cottage Grove now existing and hereafter amended. The boundaries of the MUNICIPALITIES as of the effective date of this AGREEMENT-FIRE DISTRICT are attached as EXHIBIT A and incorporated herein as if fully set forth.

## SECTION II

### MANAGEMENT

2.01 JOINT FIRE PROTECTION COMMITTEE. A Joint Fire Protection Committee (hereafter COMMITTEE) between the VILLAGE and TOWN is hereby created.

(A) Appointments. The COMMITTEE shall consist of three (3) VILLAGE BOARD members and three (3) TOWN BOARD members appointed for terms to be determined by the respective BOARDS commencing May 1st or until his/her successor is appointed and confirmed by the respective TOWN\VILLAGE BOARDS.

(B) Vacancies. A municipality shall fill any vacancy in the COMMITTEE created by the death, resignation, or removal of its appointee within twenty (20) days of the creation of such vacancy.

(C) Offices. The COMMITTEE shall have the following officers:

(1) A Chairperson chosen by the COMMITTEE who shall supervise the business and affairs of the COMMITTEE.

The Chairperson of the COMMITTEE shall alternate from year to year between the MUNICIPALITIES with the Chairperson being chosen from the TOWN representatives in even years and the Chairperson being chosen from the VILLAGE representatives in odd years. A Chairperson's term shall commence May 1st.

(2) A Vice-Chairperson from the municipality not serving as Chairperson shall be elected by the COMMITTEE and shall act as the Chairperson when the Chairperson is not able to serve.

(3) The COMMITTEE may select such other officers as appropriate.

(D) Meetings. The COMMITTEE shall meet on at least a quarterly basis, unless more frequent meetings are called by the Chairperson or Vice-Chairperson. Its meetings shall be noticed pursuant to the Wisconsin Statutes and open to the public (except as provided by the Wisconsin Open Meetings Law). Attendance of four (4) members shall constitute a quorum for the purpose of transacting all business. A notice of the date, time, location of each monthly meeting will be

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posted at the prescribed locations in the municipalities pursuant to the Wisconsin Open Meetings Law.

- 2.02 DUTIES AND RESPONSIBILITIES. The COMMITTEE shall:
- (A) Oversee the provision of FIRE PROTECTION SERVICES to the MUNICIPALITIES.
  - (B) Formulate and revise as necessary a contract with the Volunteer Fire Department Inc. (hereafter V.F.D.I.) and establish policies and procedures governing the provision of FIRE PROTECTION SERVICES to the MUNICIPALITIES, subject to the approval of the MUNICIPALITIES respectively.

### SECTION III

#### EXPENSES OF THE DISTRICT

3.01 FINANCING

The financing of the costs of the operation, capital acquisitions, and improvements of the DISTRICT shall be provided by the MUNICIPALITIES pursuant to the following terms and conditions:

3.02 BUDGET

On or before October 1st of each year, the V.F.D.I. shall submit to the JOINT FIRE PROTECTION COMMITTEE a budget setting forth the proposed expenses to be incurred by the V.F.D.I. for the upcoming calendar year.

Following approval by the JOINT FIRE PROTECTION COMMITTEE, the budget shall then be submitted to the governing Boards of the MUNICIPALITIES for review, final adjustment, approval and funding.

3.03 DIVISION OF COSTS

The budgeted costs and expenses of the DISTRICT shall be divided and paid by the MUNICIPALITIES in proportion to the equalized valuation of the real property located in each MUNICIPALITY expressed as a percentage of the equalized valuation of all real property located in the DISTRICT. The percentage share shall be based on the prior year's equalized valuation. For example, each MUNICIPALITY'S contribution for 1999 shall be based on the equalized valuation determined by the 1998 assessments. Each MUNICIPALITY shall be billed quarterly and shall promptly fund its required contribution.

3.04 PAYMENTS FOR THE DISTRICT

The payments to be made by each MUNICIPALITY for its

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respective share of the accrued costs shall be made to the disbursing MUNICIPALITY on a quarterly basis.

- 3.05 ACCOUNTING AND DISBURSEMENT OF FUNDS  
Responsibility for day to day deposits and disbursements shall belong to the VILLAGE, unless changed by mutual agreement of the MUNICIPALITIES.
- 3.06 FIRE DUES  
All fire dues received by each MUNICIPALITY shall be used to fund required fire inspections or other purposes consistent with Section 101.575(L) Wisconsin Statutes.

SECTION IV  
OWNERSHIP OF ASSETS

- 4.01 REAL ESTATE AND IMPROVEMENTS  
The TOWN shall and does hold title to the Fire Station used to serve the DISTRICT, including the underlying real estate and improvements. The V.F.D.I. shall not be charged rent for the use of the Fire Station.
- 4.02 VEHICLES  
The VILLAGE and TOWN own the vehicles based on the respective contributions at the time of acquisition. (Also see Section 6.03 of the AGREEMENT-FIRE DISTRICT.)
- For administrative purposes, title to the vehicles is in the name of the TOWN except as otherwise provided in SECTION IV.
- As of the date of this AGREEMENT-FIRE DISTRICT, the vehicles include two (2) Fire Engines and two (2) Squads.
- 4.03 SPECIALIZED EQUIPMENT  
Specialized equipment unique to the nature of services provided to the TOWN (such as tank trucks and brush trucks), as determined by the COMMITTEE and ratified by the TOWN BOARD, shall be owned by and the financial responsibility of the TOWN.
- Specialized equipment unique to the nature of services provided to the VILLAGE (such as fire hydrants), as determined by the COMMITTEE and ratified by the VILLAGE BOARD, shall be owned by and the financial responsibility of the VILLAGE.
- 4.04 MISCELLANEOUS EQUIPMENT AND PERSONAL PROPERTY  
Ownership of miscellaneous equipment and personal property not described above shall be as determined by the COMMITTEE, following consultation with the V.F.D.I.

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**SECTION V**  
**INSURANCE**

- 5.01 The TOWN will provide insurance coverage as annually determined by the COMMITTEE.

It is the intent of the parties the insurance provided be of the type and amount customarily utilized by FIRE DISTRICTS.

- 5.02 The VILLAGE share of the coverage shall be prorated and billed back to the VILLAGE.

- 5.03 The TOWN shall provide contemporaneous with execution of this AGREEMENT evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Wisconsin, which includes all coverage required above and contains evidence of the waiver of subrogation contained above. Said certificate shall also provide that the coverage may not be concealed, nonrenewable, or materially changed without thirty (30) days prior written notice.

Proof of existing insurance at the commencement of this AGREEMENT shall be attached as EXHIBIT B and incorporated herein as if fully set forth. Certificates for subsequent years shall be kept on file with the DISTRICT records.

**SECTION VI**  
**TERM/TERMINATION**

- 6.01 **TERM**

This AGREEMENT-FIRE DISTRICT shall become effective as if executed on the 1st day of January 1997, and shall be in full force and effect through December 31, 2001. Further, this Agreement shall renew automatically for five (5) year terms unless terminated as provided for in this Agreement.

- 6.02 **TERMINATION**

This AGREEMENT-FIRE DISTRICT may only be terminated by mutual agreement. Termination shall require the affirmative vote of a majority of the VILLAGE BOARD, the TOWN BOARD, and the COMMITTEE.

- 6.03 **DIVISION OF ASSETS AT TERMINATION**

Upon termination of this AGREEMENT-FIRE DISTRICT, assets of the DISTRICT shall be divided and/or sold as agreed between the MUNICIPALITIES. Failing agreement, each MUNICIPALITY shall be entitled to recoup the value of the assets at termination as follows:

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- (A) Real Estate and Improvements: Based on the respective contributions at the time of acquisition. (TOWN contributed 100% of land; TOWN/VILLAGE contributed 80%-20% respectively to improvements.)
- (B) Vehicles: Based on the respective contributions at the time of acquisition. (TOWN/VILLAGE contributed 80%-20% respectively to Vehicles existing as of the date of this FIRE DISTRICT-AGREEMENT.)
- (C) Specialized Equipment: Based on actual acquisition and ownership of the specialized equipment.
- (D) Miscellaneous Equipment and Personal Property: Based on each MUNICIPALITY'S percentage share of the equalized valuation of the DISTRICT as of the date of termination.

6.04 DIVISION OF ASSETS AT TIME OF SALE

The proceeds of assets sold prior to termination of AGREEMENT-FIRE DISTRICT shall be paid or credited to the respective MUNICIPALITIES in the same manner as the division of assets at the time of termination of the AGREEMENT-FIRE DISTRICT.

SECTION VII  
MUTUAL AID PACTS

- 7.01 By execution of this AGREEMENT-FIRE DISTRICT all existing mutual aid pacts are confirmed in the name of the DISTRICT. Copies of said mutual aid pacts are attached as EXHIBIT C and incorporated herein as if fully set forth.

SECTION VIII  
MISCELLANEOUS

8.01 AMENDMENTS

Amendment(s) to this AGREEMENT-FIRE DISTRICT shall require a majority vote of the COMMITTEE and approval of the respective Municipal Boards.

- 8.02 ENTIRE AGREEMENT: This AGREEMENT-FIRE DISTRICT supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT-FIRE DISTRICT and there are not understandings or agreements other than those incorporated in this AGREEMENT-FIRE DISTRICT. This AGREEMENT-FIRE DISTRICT may not be modified except by an instrument in writing duly executed by all parties.

- 8.02 PARTIES BOUND: This AGREEMENT-FIRE DISTRICT shall be

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binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood the V.F.D.I. may not assign any rights or obligations hereunder without the prior written consent of the AGREEMENT-FIRE DISTRICT.

8.04 GOVERNING LAW: This AGREEMENT-FIRE DISTRICT shall be governed by and construed and interpreted in accordance with the law of the State of Wisconsin.

8.05 HEADINGS; REFERENCES: The headings used in this AGREEMENT-FIRE DISTRICT are for convenience only and shall not constitute a part of this AGREEMENT-FIRE DISTRICT. Unless the context clearly requires otherwise, all references to "Sections" and other subdivisions are to the sections and subdivisions of this AGREEMENT-FIRE DISTRICT.

8.06 SEVERABILITY: If any provision of this AGREEMENT-FIRE DISTRICT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT-FIRE DISTRICT shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

8.07 NOTICE: Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid addressed to:

VILLAGE CLERK  
VILLAGE OF COTTAGE GROVE  
221 E. Cottage Grove Road  
Cottage Grove, WI 53527

TOWN CLERK  
TOWN OF COTTAGE GROVE  
4058 CTH HWY N  
Cottage Grove, WI 53527

8.07 Effective Date: This AGREEMENT-FIRE DISTRICT shall become effective upon execution by all the parties.

IN WITNESS WHEREOF, the municipalities have caused this Agreement to be executed by their duly authorized officers.

TOWN OF COTTAGE GROVE

By: *Regina Shaar*

Attest: *Haril Engen*

Date: 5-2-97

VILLAGE OF COTTAGE GROVE

By: *[Signature]*

Attest: *Linda S. Gettinger*

Date: 4/21/97

Final