

This agreement made this 29 day of October 1973 between the Marshall Fire Department, Inc., a Wisconsin Corporation, located in the Village of Marshall, Dane County, Wisconsin, hereinafter called party of the first part and the Town of Medina, a municipal corporation of Dane County, Wisconsin, party of the second part, for fire protection to all of the Town of Medina, Dane County, Wisconsin.

WITNESSETH:

1. That the party of the second part will pay to the party of the first part for services in the Town of Medina the two per cent (2%) insurance premium dues received by it pursuant to Section 201.59 of the Wisconsin Statutes, and in addition thereto agrees to pay equally with the Village of Marshall and the Town of York for the general maintenance and upkeep of the said fire department operated by first party. Said contribution for maintenance, etc. to be contributed on the basis of the equalized valuation of all property in its town, based upon the last assessment and each subsequent assessment. Said maintenance expenses shall include the pro rata share of the costs of Workmen's Compensation Insurance, bodily injury liability insurance, property damage insurance and collision insurance, and fireman accident and disability insurance. The party of the second part also agrees to pay ^{ITS PROPORTIONATE SHARE (LAW)} for lunch for fire meetings and drills including Ladies Night and also the costs of any subsequently added equipment necessary for the proper operation of said fire department to the extent that any one expenditure shall not exceed the sum of Fifteen Hundred and no/100 Dollars (\$1,500.00), (Any larger sums for additional equipment or maintenance are to be agreed upon at a meeting to be held by the parties hereto.) and for that purpose party of the second part appoints and designates party of the first part as its agent to contract for and procure any insurance or equipment as above enumerated on its behalf and on behalf of other municipalities entering into similar contracts for fire protection,

it being understood that said policies of insurance shall be for the benefit and protection of the party of the first part and its members and as owners of the apparatus used in such services.

2. That the Marshall Fire Department, Inc. will furnish for the said sums of money and other considerations set forth above, apparatus and men of its fire department to answer calls in the Town of Medina as its fire chief shall determine in view of the needs and other conditions, providing

that in the opinion of the fire chief it is at any time advisable to order the apparatus and men to a different location, he is at liberty to do so; provided further that the first party shall not be liable for any failure to furnish fire protection to the Town of Medina.

This agreement shall be effective from the date of signing hereof to one year from date, and for annual periods thereafter. Said periods expiring annually from date hereof.

This agreement may be terminated by written notice of either party thirty (30) days prior to the expiration of any annual period.

In Witness Whereof the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

Signed in the presence of:

Mark E. Hart
Paul J. Gumbel

Harlow Krause
James W. Duggell

MARSHALL FIRE DEPARTMENT, INC.

By Charles E. Hart
President
David Berchuck
Secretary

VILLAGE OF MARSHALL TOWN OF MEDINA

By Leo Benesch
President CHAIRMAN
Austin A. Healey
Clerk