

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF MADISON
AND
JOHN PATTERSON**

This Agreement made this September 30, 2025, by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and John Patterson, a natural person (hereafter, the "Chief" or "Employee").

WITNESSETH;

WHEREAS, the Board of Police and Fire Commissioners of the City of Madison (Police and Fire Commission) approved making a Conditional Offer of Appointment to John Patterson on August 27, 2025, for the position of Police Chief, in accordance with Wisconsin State Statutes; and

WHEREAS, the City desires to hire the Chief as an employee of the City of Madison to perform the services described herein on its sole behalf as the Police Chief, and

WHEREAS, the Chief possesses the necessary knowledge, skill, abilities and experience to perform such services and is willing to perform such services as the Police Chief, and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and agreements contained in this document, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

I. POLICE CHIEF HIRED

John Patterson is hired as a non-civil service employee of the City, holding the position of Police Chief pursuant to the terms, conditions, and provisions of this Agreement. The Chief shall have and exercise full authority and discretion as a Department Head within the City's organizational structure and act as Appointing Authority for employees of the Police Department in accordance with all appropriate State Statutes, Police and Fire Commission Rules, City Ordinances and Mayor's Administrative Procedure Memoranda.

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE TITLE

A. General Responsibilities:

This role is responsible for managerial and administrative work in planning, organizing and directing the programs, services, and activities of the

Madison Police Department. Work primarily involves responsibility for the efficient operation and administration of the department; maintenance of law and order within constitutional constraints; and development and implementation of measures designed to prevent crime and protect lives and property. Under the general direction of the Mayor and in coordination with the Police and Fire Commission, the incumbent must exercise considerable judgment and discretion in meeting departmental objectives.

B. Examples of Duties and Responsibilities:

Plan, organize and direct the programs, services, and operations of the Madison Police Department both directly and through lower-level supervisors.

Provide policy direction and leadership; through the effective development and administration of departmental policies, procedures, and standards. Administer the Police Department functions, overseeing budget preparation and monitoring, functioning as Appointment Authority, and performing other necessary administrative and supervisory tasks.

Manage and develop Police Department staff. Hire, train, supervise, coordinate and evaluate a large and diverse staff. Develop and maintain effective employee relations.

Direct and/or coordinate related management activities, e.g., affirmative action, labor relations, department equity, and data management, etc.

Oversee, develop, and manage departmental financial plans and resources (including capital and operating budgets); the procurement and maintenance of police vehicles and equipment; and the management of Police Department facilities.

Develop and manage effective inter/intra-departmental communication and planning efforts. Engage staff using tools such as webinars, video conferencing and other technologies.

Develop, organize, and implement responsive management strategies.

Participate in the efforts of the Mayor's Management Team and related committee efforts. Provide advice, counsel and expertise to the Mayor, Common Council, Police and Fire Commission, Public Safety Review Committee, Office of the Independent Monitor, and other boards and committees as appropriate.

Represent the Police Department and departmental interests throughout the community, both in person and through the media.

Upon activation of the City's Emergency Operations Center (EOC), act as a senior advisor to the EOC Incident Manager.

Demonstrate a commitment to the City's racial equity and social justice initiatives (RESJI). Participate in and help lead city-wide and agency efforts toward implementing RESJI principles.

Instill a culture of continuous learning and a commitment to ongoing initiatives involving performance excellence systems.

Demonstrate and promote organizational values, in everyday work, to further the mission and vision of the City of Madison.

Perform related work as required.

- C. The Chief agrees to perform such functions and duties at a professional level of competence and efficiency. The Chief shall abide by all requirements of the laws of the State of Wisconsin, and of the ordinances, resolutions, regulations, rules and practices of the City which exist at the time of execution of this Agreement or which may, hereafter, be enacted or amended by the State of Wisconsin or the City in the exercise of their lawful authority. In the event a provision of this Agreement conflicts with any City ordinance, resolution, regulation, rule or policy, the provision of the Agreement shall control, except that nothing herein shall be interpreted as modifying the obligations or terms Madison General Ordinance §3.35 (the Ethics Code).
- D. The Chief shall devote full time to the duties and responsibilities provided herein and shall engage in no pursuit that interferes with them. The Mayor, however, may approve the Chief's reasonable time away from the regular duties and responsibilities provided such time is approved in advance and taken as vacation leave or absence without pay. Further, the Mayor may authorize other limited outside professional activities on City time provided that they are determined to be of benefit to the City and the Chief is not compensated for such activities. Nothing herein limits the Chief from performing outside services for compensation provided such outside services have been approved by the Mayor, are not done on City time, and otherwise comply with City ordinances and rules.

- E. The standard City workweek is 40 hours. However, the Chief shall have reasonable flexibility from this standard to accommodate additional time expended outside regular working hours required by attendance at meetings and the like. Such flexibility is not intended to provide or be used as additional vacation or other paid leave.
- F. The Chief shall have no right to make contracts or commitments for or on behalf of the City except as preauthorized by statute, ordinance or express written consent of the City.
- G. The Chief shall continue to reside within 15 miles of the jurisdictional boundaries of the City of Madison for the duration of this contract. As a condition of accepting this agreement, the Chief agrees to waive any right to challenge this residency requirement, by court action or otherwise. The Chief agrees to the importance of residency, and commits to identifying a means to City of Madison residency to the extent possible during the term of this agreement.
- H. To the extent applicable, the Chief shall be subject to the provisions of Madison General Ordinance §3.35 (the Ethics Code).

III. COMPENSATION AND BENEFITS

- A. The Chief's salary shall be based on an annualized rate of \$204,000 and shall be paid in approximately equal biweekly payments according to regular City payroll practices. Annual salary adjustments during the term of this agreement may be made at the Mayor's discretion, subject to approval of the Common Council, as provided in the City's established managerial pay plan. The Chief shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses. The Chief may work UW Football Games as necessary at the expense of UW Madison. The parties may open this agreement at the request of either party for the exclusive purpose of renegotiating salary upon implementation of the City's compensation study.
- B. The Chief shall, in addition to the compensation provided in Paragraph A above, and except as otherwise set forth in the Agreement, be entitled to the following benefits:
 - 1. The Chief shall receive the same benefits as all other non-represented professional employees in Compensation Group 18 as may be provided and/or modified by the Madison General Ordinances, Resolution of the Common Council, Administrative

Procedure Memoranda or other official City action throughout the duration of this agreement subject to paragraph II. (G) above. The Chief will retain the 457 plan contributions earned as a function of membership in MPPOA and AMPs, such funds are eligible for payout in accordance with the plan.

2. The Chief shall be entitled to twenty-seven (27) days of vacation in each year of this Agreement. Credited but unused vacation in excess of ten (10) days may be carried forward to the succeeding year. Except as otherwise provided, the Chief shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the Chief's retirement, when qualified for receipt of Wisconsin Retirement System (WRS) benefits. If the Chief accrues a balance of more than five weeks from the preceding year(s), the Chief may elect to convert up to twenty (20) days of their annual vacation to an amount of cash equivalent, calculated on their regular earnings. The Chief shall apply for such conversion option in accordance with City procedures, and such amount shall be paid in a manner determined by the City.
3. Sick Leave: The Chief will earn sick leave consistent with the provisions of MGO 3.32(5)(e)1(a). If the Chief leaves the position before the end of the contract period, the Chief shall be entitled to payment in full (100%) of any earned but unused sick leave accumulated during each of the fully completed contract period(s). The Chief shall be entitled to one-half (50%) of any earned but unused sick leave accumulated to the day the Chief terminated City employment during the contract period (the period between the effective date of the agreement and through the expiration of the agreement). If the PFC terminates the Chief's contract before the end of the contract period or the Chief leaves the position at the end of the contract period or the Chief retires and qualifies for WRS benefits, they shall be entitled to payment in full (100%) of any sick leave the Chief would have earned through the end of that year.
4. The Chief shall be eligible to participate at City expense in professional seminars, conferences, workshops and related meetings consistent with the role as Chief and in accordance with applicable Administrative Procedure Memoranda.
5. The Chief shall be reimbursed for relevant professional association and/or licensure dues.

6. The Chief shall be eligible for smart phone with data plan reimbursement up to seventy-five (75) dollars per month for City usage.
7. In the first pay period in October, 2025, all remaining compensatory time and all prorated remaining vacation time beyond 27 days will be cashed out. The Chief is eligible to use any remaining earned time through the December 31, 2025.

IV. TERM

This Agreement shall take effect on September 30, 2025, and shall expire on September 27, 2030, unless terminated sooner as provided herein. All salary and benefit changes shall apply the pay period including September 30, 2025.

V. CITY OBLIGATIONS AND RIGHTS

The City shall provide staff, equipment, supplies and space that it deems reasonable, in its sole discretion, for the conduct of the work of the Chief. The City retains the sole right to determine the organizational structure and overall functioning of the Police Department.

VI. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for renegotiation if or when the Chief's duties or responsibilities change significantly. A "significant" change in the Chief's duties is defined as that degree of change in duties and responsibilities that would qualify a civil service position for reclassification pursuant to standard City personnel practices.

Factors which may be considered include the addition or deletion of duties, changes in Department services or the addition or deletion of programs. If there is no agreement, the original Agreement shall control and shall not be reopened. Agreement changes, if any, and any resulting reclassification of the position shall not be deemed the creation of a new position so as to require competition.

VII. LIABILITY PROTECTION

The City shall defend and indemnify the Chief against and for any and all demands, claims, suits, actions and legal proceedings brought against them in their official capacity or personally for acts performed within the scope of their employment to the extent and only to the extent authorized by the Wisconsin Statutes in effect at the time of the act complained of and as may be provided by

any City insurance coverage for employees at such time.

VIII. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

All of the documents, materials, files, reports, data and the like which the Chief prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The Chief will not publish any such materials or use them for any research or publication without attribution to the City other than as work performed pursuant to the terms of this Agreement.

IX. TERMINATION OF AGREEMENT

- A. The Chief may elect to terminate this Agreement before the expiration of the contract period. If the Chief provides less than forty-five (45) calendar days' notice in writing to the Mayor and PFC, the Chief forfeits all rights to the cash equivalent of any of the benefits enumerated in Section III. B. of the Agreement. If the Chief provides forty-five (45) calendar days' notice, or greater, in writing to the Mayor, the benefits enumerated in Section III. B. of the Agreement will be paid according to the terms of the Chief leaving during the contract period. These forfeiture provisions do not apply if the Chief retires from this position and qualifies for benefits under the Wisconsin Retirement System.
- B. If the Police and Fire Commission takes action to terminate the Chief's employment during the term of this Agreement, pursuant to the provisions of Wis. Stat. §§ 62.13(3) and 62.13(5)(j), such termination shall be deemed a material breach of the Agreement by the Chief. In the event of a discharge pursuant to this paragraph, the Chief shall forfeit all compensation and benefits from the date of discharge to the end of the current contract period. This action shall not impact the receipt of benefits earned during the total period of employment up to the date of discharge. For clarity, and for the purpose of interpreting this Agreement, the Police and Fire Commission is not a party to this Agreement and is not bound by the provisions of this Agreement.

X. NO ASSIGNMENT OR SUBCONTRACT

The Chief shall not assign or subcontract any interest or obligation under this Agreement.

XI. AMENDMENT

This Agreement shall be amended only by written Addendum to Agreement of the

parties approved and authorized for execution in the same fashion as this original Agreement.

XII. NO WAIVER

No failure to exercise and no delay in exercising any right, power or remedy on either party's part shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

XIII. ENTIRE AGREEMENT

No agreements, oral or written, express or implied, have been made by either party hereto, except as expressly provided herein. All prior agreements and negotiations are superseded hereby. This Agreement and any duly executed addenda or amendments thereto constitute the entire Agreement between the parties hereto.

XIV. SEVERABILITY

In the event any provisions of this Agreement are determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

XV. GOVERNING INTENT AND LAW

This Agreement shall be interpreted in the first instance in accordance with the spirit and intent of the Substitute Report of the Human Resources Committee Report approved by the Common Council on August 2, 1988 and shall be controlled, construed and enforced in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year contained herein.

EMPLOYEE:

John Patterson

CITY OF MADISON
A Wisconsin Municipal Corporation

Satya Rhodes-Conway, Mayor

Lydia McComas, City Clerk

APPROVED:

APPROVED AS TO FORM:

David Schmiedicke, Finance Director

Patricia Lauten, Deputy City Attorney