

**FIRE PROTECTION, EMERGENCY MEDICAL SERVICES AND BUILDING
INSPECTION SERVICES AGREEMENT**

Between the City of Madison and the Town of Madison

THIS AGREEMENT, made and entered into by and between the City of Madison, a Wisconsin municipal corporation with offices at 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703 (“City”), and the Town of Madison (“Town”), a Wisconsin municipal corporation with offices at 2120 Fish Hatchery Rd., Madison, Wisconsin 53713, is effective as of the date by which both parties have signed hereunder.

RECITALS

WHEREAS, pursuant to Wis. Stat. § 66.0307, City, Town and the City of Fitchburg entered into a Cooperative Plan related to boundary lines and other municipal issues among themselves, which Plan was approved on October 10, 2003, by the State of Wisconsin Department of Administration; and,

WHEREAS, under the terms of the Cooperative Plan, the Town will be absorbed by the City and the City of Fitchburg, and the Town itself will cease to exist, on October 31, 2022 (the “Final Attachment”); and,

WHEREAS, prior to the Final Attachment under the Plan, the Town continues to be responsible for providing fire protection, emergency medical services and building inspection services to residents and property owners of the Town; and,

WHEREAS, under Section 11.H. of the Cooperative Plan, the Plan “provides a framework for other potential initiatives to cooperate in the provision and transition of emergency services prior to [Final Attachment]” and that “the public interest, service efficiencies, and equitable distribution of costs should be principal goals in exploring the service delivery alternatives”; and,

WHEREAS, the City and Town have determined that each will benefit by entering into an intergovernmental agreement under which the City will provide fire protection, emergency medical services and building inspection services to the Town prior to Final Attachment, and the Town will contribute to the cost of the City’s Fire, Emergency Medical Services and Building Inspection budgets; and,

WHEREAS, pursuant to Wis. Stat. § 66.0301, Wisconsin municipalities are authorized to enter into intergovernmental agreements; and,

WHEREAS, it is in the best interests of the City and the Town to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements of the City and the Town, the receipt and sufficiency of which is mutually acknowledged, the parties do hereby covenant and agree as follows:

1. Definitions. For the purposes of this Agreement, the following definitions shall apply:
 - (a) Agreement. This Fire Protection, Emergency Medical Services and Building Inspection Services Agreement.
 - (b) Building Inspection. The City's building code and property maintenance enforcement services as performed by the Building Inspection Division of the City's Department of Planning and Community and Economic Development.
 - (c) Cooperative Plan. The City of Madison, City of Fitchburg and Town of Madison Cooperative Plan.
 - (d) Final Attachment. The date that the final attachment of all territory remaining in the Town at the end of the protected period to the City and the City of Fitchburg occurs, as that process is described in Section 8.E. of the Cooperative Plan.
 - (e) Fire Department. The City of Madison Fire Department.
 - (f) Fire Operations. The City's emergency response and non-emergency services for fire, emergency medical services (which for purposes of this Agreement shall include emergency medical transport), lake rescue, hazardous materials and other disaster responses, and other, similar services that may be provided by the Fire Department to provide for the protection and preservation of life and property.
 - (g) Fire Prevention. The City's fire safety education, fire inspections, fire protection engineering review, plan review, public information, elevator inspections, and fire/arson investigation services.
 - (h) Fire Protection Services. The City's combined Fire Operations and Fire Prevention services that are provided by the Fire Department.
 - (i) Protected Period. Defined in Section 5 of the Cooperative Plan as the period between October 10, 2003 and October 31, 2022, or such earlier time when the Town ceases to exist as a separate entity.
2. Purpose. The purpose of this Agreement is to set forth the terms upon which the City will take over the Town's fire protection, emergency medical services, and building inspection services prior to Final Attachment of the Town in 2022.
3. Effective Date and Term of this Agreement. This Agreement shall be effective beginning November 1, 2020, at 12:00 am, and, unless terminated sooner under provisions elsewhere in this Agreement, shall be in force through Final Attachment.
4. Fire Protection Services.
 - (a) Fire Operations. The City shall provide Fire Operations services within and to all persons and premises within the Town at the same level of service that is provided within and to persons and premises within the City.

- (b) Fire Prevention. Subject to the conditions specified in this Subsection, the City shall provide Fire Prevention services within and to all persons and premises within the Town at the same level of service that is provided within and to persons and premises within the City. The City's obligations to provide Fire Prevention services is subject to the following conditions:
- (1) The City's obligation to provide fire inspections, fire protection engineering review, fire protection plan review, and elevator inspections is contingent upon the Town, to the extent the Town has the authority to do so under Wisconsin law, having fee schedules in effect that conform in kind and amount to the City's fee schedules relating to Fire Prevention, and having ordinances in effect that conform to Madison General Ordinances Chapters 34 and 40 and any other City ordinance (and all subsequent amendments and additions) relating to Fire Prevention, and upon the Town authorizing the Chief of the Fire Department or the Chief's designee to issue official notices or orders to correct violations, and to issue citations or commence other ordinance enforcement actions for violations of Town ordinances relating to fire prevention.
 - (2) The City's obligation to provide elevator inspection services and fire protection plan review is further contingent upon the City and Town securing an agreement with the State of Wisconsin authorizing the City to provide elevator inspection services and fire protection plan review in the Town. The City and Town shall cooperate to secure such agreement(s) with the State of Wisconsin.
 - (3) The City shall, by the effective date of this Agreement, give written notice to the Town of all City fees and ordinances that must be adopted by the Town to satisfy the conditions in this Subsection. The City shall also provide written notice to the Town of any changes to City fees and ordinances that must be adopted by the Town to satisfy the conditions in this Subsection.
- (c) Education and Information. The City shall provide community education, fire prevention and fire safety information for the Town when reasonably requested and when available, and through existing resources and services.
- (d) Fuel Tanks. By entering into this Agreement, the Town hereby designates the City as the agent for inspecting above-ground and below-ground fuel tanks and the Town shall take all steps as may be necessary with the applicable State agency or agencies to formalize this designation. Following the Town's designation of the City as the agent for inspecting above-ground and below-ground fuel tanks, the City shall inspect said tanks as agents of the State.
- (e) Code Enforcement. The Town shall have the responsibility and the authority to prosecute or otherwise resolve citations or other ordinance enforcement actions

issued or commenced by the City for alleged violations of fire prevention ordinances listed in Section 4(a)(2) occurring in the Town.

- (f) Knox Box Keys. The Town shall change the locks on all Knox Boxes or similar key boxes to the Madison Fire Department's lock.
- (g) Operational Policy. Operational policy for providing Fire Operations and Fire Prevention services under this Agreement shall be established by the City, and the City shall have the responsibility for implementation of all policies adopted.
- (h) Fire Department Liaison. The City agrees to designate an employee of the Fire Department to act as a liaison with the Town. At the Town's request, the liaison shall attend up to two (2) meetings of the Town Board annually and shall otherwise be available to respond to any issues or concerns raised by the Town.

5. Building Inspection Services.

- (a) Requirement. Subject to the conditions specified in this Subsection, the City shall provide Building Inspection services within and to all properties within the Town at the same level of service that is provided within and to properties within the City.
- (b) Conditions of Service. The City's obligations to provide Building Inspection services under this Agreement is subject to the following conditions:
 - (1) The Town shall adopt ordinances that adopt, by reference, the following Madison General Ordinances:
 - a. Chapters 18, the Plumbing Code;
 - b. Chapter 19, the Electrical Code;
 - c. Chapter 27, the Minimum Housing and Property Maintenance Code;
 - d. Chapter 29, the Building Code;
 - e. Chapter 30, the Heating, Ventilating and Air Conditioning Code;
 - f. Section 37.07, Permitting or Causing Erosion; and
 - g. Any other City ordinance (and all subsequent amendments and additions thereto) relating to Building Inspection services.
 - (2) The City shall provide written notice to the Town of any changes to City ordinances that must be adopted by the Town to satisfy the conditions in this Subsection.
 - (3) The Town shall authorize the Director of the Building Inspection Division, and the Director's designees, to issue permits and official notices or orders to correct violations, and to issue citations or commence other ordinance

enforcement actions for violations of the aforementioned Town ordinances relating to building inspection services.

- (4) Permits shall be issued directly by the Building Inspection Division, on City forms and subject to the same permit fees as permits for improvements in the City.
- (5) The Town shall authorize the Madison City Attorney's Office to prosecute or otherwise resolve violations of the ordinances specified in sec. 5(b)(1) of this Agreement, and the Madison Municipal Court to have original jurisdiction over such enforcement actions.

(c) Plan Review Services.

- (1) The Building Inspection Division shall perform all building, plumbing, and heating, ventilation and air conditioning (HVAC) plan review for all new building permit applications based upon the process used by the State of Wisconsin Department of Safety and Professional Services as a delegated municipal authority and as set forth in the Subsection.
- (2) The Building Inspection Division shall enforce the statutes and rules as written and interpreted by the State of Wisconsin Department of Safety and Professional Services and the above mentioned ordinances in compliance therewith.

(d) Zoning Approval. Applicants for a Town building permit shall seek and provide proof of Dane County zoning approval for all building projects needing such approval.

(e) Building Inspection Services.

- (1) The City's Building Inspection Division shall perform all building, plumbing, electrical, and HVAC inspections as required based upon the process used by the State of Wisconsin Department of Safety and Professional Services as a delegated municipal authority.
- (2) The City of Madison Building Inspection Division shall enforce the statutes and rules as written and interpreted by the State of Wisconsin Department of Safety and Professional Services and the above mentioned ordinances in compliance therewith.

(f) Document Transfer. Upon the effective date of this Agreement, the Town shall provide the following information:

- (1) A list of, and all documents pertaining to, any open building, plumbing, electrical, and HVAC permits at the property.

- a. This list shall include a detailed description of any inspections that have occurred under the permit and results of the inspection.
 - b. The list and documents should be grouped by permit and include easily identifiable information including the address and parcel.
- (2) All documents pertaining to, any closed building, plumbing, electrical, and HVAC permits.
- a. Shall include a detailed description of any inspections that have occurred under the permit and results of the inspection.
 - b. The list and documents should be grouped by permit and include easily identifiable information including the address and parcel.

6. Fees and Charges for City Services.

(a) Fire Protection Services.

- (1) Fee Schedule. For the City's fire protection services to be provided under this Agreement, the Town shall pay the City as outlined in Exhibit A.
- (2) Payment. The Town's payment for a services provided in 2020 shall be paid by December 1, 2020. Payment for services provided in 2021 shall be paid by August 20, 2021. And payment for services provided in 2022 shall be paid by August 20, 2022. The City shall be entitled to any permit fees and ambulance billing earned after November 1, 2020.

Payment shall be made to:

City Treasurer – City of Madison
210 Martin Luther King, Jr., Blvd
Room 107
Madison, WI 53703

If the Town does not pay by the due date, the City shall provide the Town written notice of breach and ten (10) business days to cure. If the Town fails to cure by remitting full payment within 10 business days from the date of the notice, the City may immediately terminate this Agreement or impose a late fee of one percent (1%) of the amount owed. The Fee Schedule attached as Exhibit A may only be changed by written amendment approved and executed by the Town and the City.

- (3) Service Charges. The City shall charge recipients for services within the Town fees for emergency medical services, transports, and any other service provided by the Fire Department for which the City charges a fee within the City, and such charges shall be at the same rate as the City charges recipients of such services within the City.

- (4) Fire Department Fees. The Town shall collect, charge, and provide to the City all fees the Town collects on behalf of the City for fire inspection, fire protection engineering, fire-related plan review, elevator inspections and other Fire Operations and Fire Prevention related services performed by the City, at the same rates charged within the City, unless such fees were charged directly to the recipient of the service and paid directly to the City. When collected, the Town shall provide these fees to the City within thirty (30) days.
 - (5) Fire Entitlement Dues. The Town shall provide to the City the two percent (2%) dues received by the Town from the State of Wisconsin relating to fire entitlement dues as authorized under Wis. Stats. § 101.575 (and all subsequent amendments and additions). The Town shall comply with all fire dues distribution audit reports and associated documentation required under Wis. Stats. § 101.573 (and all subsequent amendments and additions). When received, the dues shall be provided to the City within thirty (30) days.
 - (6) Ambulance Service Funds. The Town shall provide to the City the funds received by the Town from the State of Wisconsin relating to support and improvement of ambulance services as authorized under Wis. Stats. § 256.12 (and all subsequent amendments and additions). The Town shall comply with all documentation required under Wis. Stats. § 256.12 (and all subsequent amendments and additions). When received, the funds shall be provided to the City within thirty (30) days. The City shall provide the Town with reasonable assistance related to documentation under Wis. Stat. § 256.12.
- (b) Building Inspection Fees. The City's building inspection fees are established to recover the City's costs to provide these services. By adopting the City's Building Inspection related ordinances by reference, and by having the City issue the permits, the City's costs of providing building inspection services to the Town should be largely recovered through the permit process. In addition, by allowing the City to prosecute and adjudicate violations of these provisions, the costs of that additional work will be recovered by the City through permit fees and forfeitures collected by the City.

7. Special Charges.

- (a) Fire Services. Subject to Section 6(a)(3), in the event the City provides fire protection and/or emergency medical services, limited to, for the purposes of this Agreement, turning off alarms and hiring private security to watch over unsecured buildings, to specific real property in the Town and the cost associated with such services are not covered by the fees paid by the Town under Section 6(a)(1), the City may impose special charges against such real property under Madison General Ordinance Sec. 4.09 and Wis. Stats. § 66.0627.

- (b) Building Inspection Services. In the event the City proceeds under the nuisance abatement provisions of Madison General Ordinances Section 27.05(3) to address conditions which may result in injury to persons or property and that may substantially interfere with public use and enjoyment of streets, sidewalks and other public spaces, or Madison General Ordinances Section 27.085 to address securing vacant and damaged buildings, and the City provides services to specific real property in the Town, the City may impose special charges against such real property under Madison General Ordinance Sec. 4.09 and Wis. Stats. § 66.0627.
 - (c) Equal Treatment. Any special charges under this Section shall be apportioned to and collected from Town real property owners in the same manner as properties in the City, and shall not in any respect discriminate against Town real properties because the properties are in the Town. Town real property owners shall have all the same protections and rights as property owners in the City subject to the same type of special charges.
 - (d) Notification. Before imposing any special charge against any real property in the Town, the City shall notify the Town of such special charge. The Town may elect to pay any proposed special charge, and if the Town elects to pay a special charge, the special charge shall not be imposed against any real property in the Town.
 - (e) Pre-Approval of Charges. The Town hereby approves future special charges consistent with this Section under Wis. Stat. § 66.0707(2) and the Town's resolution approving this Agreement constitutes the Town's resolution required by Wis. Stats. § 66.0707(2) as it relates to these special charges. In the event that this blanket pre-approval provision is invalidated by a court of competent jurisdiction, the Town further agrees to the extent that it may lawfully do so, that it shall timely approve such special charge by separate resolution pursuant to said statute.
8. City Personnel. The personnel providing services under this Agreement shall be employees of the City, and are not agents or employees of the Town. The City shall be solely responsible for paying all wages, benefits, disability payments, and pension and workers compensation claims for City employees providing services under this Agreement, and for damage to City equipment and clothing used in providing services under this Agreement.
9. Town Equipment and Personnel.
- (a) Equipment. All Town equipment and facilities shall remain the property and responsibility of the Town. The City shall not assume any responsibility or ownership over said Town equipment and facilities after taking over the services covered by this Agreement except as provided in the Cooperative Plan.
 - (b) Personnel. Under Section 14 of the Cooperative Plan, at Final Attachment, any Town employee not offered suitable employment by the City or the City of Fitchburg on terms at least equivalent to those provided by the Town job, shall be entitled to a lump sum severance payment based upon their years of service with

the Town and salary with the Town. It is the intent of the parties that Section 14 of the Cooperative Plan will be followed by the parties in this Agreement.

The Town has six (6) full-time firefighters. The firefighters' years of service and Town salary as of October 31, 2020 is set forth in Exhibit B, as well as the severance benefit that would be due under the Cooperative Plan.

Three (3) firefighters have indicated that they will not be pursuing continued employment with the City on November 1, 2020 and will instead be taking severance payments, which payments shall be payable by the City to the employees. These firefighters will be required to enter into a Severance Agreement with the City, a copy of which is attached hereto as Exhibit C.

Provided they meet the City's minimum hiring standards, the other three (3) firefighters are expected to be hired by the City as firefighters, starting on November 1, 2020. Upon their hiring, these firefighters will be probationary employees, based upon City employment rules. If one of these firefighters either does not meet the City's minimum hiring standards prior to hiring, or is dismissed by the City during the probationary period, but not for cause, the severance payment set forth in Exhibit B is due, less a credit for wage or salary payments from the City to the employee during the period of City employment. The employee would be required to enter into a severance agreement with the City as a condition of this payment. This benefit shall not apply if the employee voluntarily leaves City employment, or if the employee is terminated for cause.

10. Liability. Each party shall be responsible for the consequences of its own acts, errors or omissions and for the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall be responsible only for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees, and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stats. § 893.80 or any other protections available to the parties by law
11. Termination. This Agreement may only be terminated for the Town's failure to pay for fire protection services as provided for under Section 6(a)(2). No other breach of any terms of conditions of this Agreement shall be cause for termination by either party.
12. Change in Law/Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable by a change in state or federal law, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term or provision was never part of the Agreement.

13. Force Majeure. “Force Majeure” shall mean an event or circumstance beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure. It shall include a failure or interruption in the provision of services due to an act of God; war; sabotage; riot; insurrection; civil unrest or disturbance; explosion; earthquake; flood or other abnormal weather condition; or a public health emergency. An event of Force Majeure that prevents the City from providing services under this Agreement shall excuse the City from providing such service to the Town until the event of the Force Majeure no longer prevents the City from providing such service.
14. Conflict Resolution. The City and the Town pledge their good faith to resolve any concerns or disputes that arise regarding their respective obligations. Any potential misunderstandings or disputes that are not resolved by Town and City Fire Department or Building Inspection staff shall be addressed by a group consisting of the Mayor of the City, the Town Chair, the City Fire Chief/the Director of the Building Inspection Division, and any staff members and legal counsel requested by either party. Either party may at any time request a meeting with the other party to discuss a concern relating to this Agreement. Nothing in this section is intended to prevent either party from seeking any remedy available to it under this Agreement from a court of competent jurisdiction in Dane County, Wisconsin as described in Section 18. The parties agree that specific performance is an appropriate remedy for any breach of this Agreement and that party need not show that damages are not a sufficient remedy to obtain specific performance by the other party.
15. Notices. All notices to be given shall be in writing and delivered by personal delivery or Certified United States mail, as follows:

To the City: Chief Steven Davis
 Madison Fire Department
 314 West Dayton Street
 Madison WI 53703

or

 George Hank
 Director, Building Inspection Division
 215 Martin Luther King Jr. Blvd, Room 017
 Madison WI 53703

To the Town: Renee Schwass
 2120 Fish Hatchery Rd.
 Madison WI 53713

Either party may change the names and addresses for giving notice to such party by delivering written notice of such change or changes to the other party.

16. Non-Discrimination. In the performance of the services under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income

level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The parties further agree not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

17. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Town 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. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Town therein. A waiver of any covenant, term of condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
18. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction in Dane County, Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such dispute according to any law.
19. No Third Party Beneficiary. This Agreement is intended to be solely between the City and the Town. Nothing in this Agreement accords any third party, including specifically the City of Fitchburg, any legal or equitable rights whatsoever which may be enforced by any nonparty to this Agreement.
20. Amendment. This Agreement may be amended or modified only by written amendment approved and executed by the Town and the City.
21. Enforcement. This Agreement shall be governed by the laws of the State of Wisconsin. Any act by either party in violation of this Agreement shall be remedied by the courts of the State of Wisconsin. This Agreement is intended to provide both parties with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement.
22. Binding Effect/Assignment. The parties have entered into this Agreement under the authority of Wis. Stat. § 66.0301. The parties agree that this Agreement shall be binding upon both parties. Neither party may assign its obligations hereunder to any third party without the prior written consent of the other party. Subject to the foregoing, the parties agree that this Agreement shall be binding upon and inure to the benefit of both parties, as well as their respective heirs, successors and assigns.
23. Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and

adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against any party because of that party's attorney drafted this Agreement or any part hereof.

24. Entire Agreement. This Agreement, including any and all addenda, exhibits and the like attached hereto, sets forth the entire agreement between the City and the Town regarding the City's provision of fire protection, emergency medical services and building inspection services to the Town, and supersedes any prior discussions, agreements, or understandings, either written or oral.
25. Authority. Each party represents that it has the authority to enter into the Agreement and that all necessary procedures have been followed to secure authorization to enter into this Agreement from the party's respective governing body. Each person signing the Agreement represents and warrants that he or she has been duly authorized to do so.
26. Counterparts; Electronic Delivery. This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Agreement may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by authority of their respective governing bodies effective as of the date when all parties hereto have affixed their respective signatures.

FOR THE TOWN OF MADISON

James A. Campbell, Town Chairman

Date

Renee Schwass, Town Clerk

Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by Madison is authorized by Resolution Enactment No. RES ____-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 20____.

EXHIBIT A
Fee Schedule

Payment Due Date	Payment Amount
December 1, 2020	\$ 166,122
August 20, 2021	\$ 996,732
August 20, 2022	\$ 830,610

EXHIBIT B
Employee Severance Schedule

Employee	Years of Service	Salary as of 10/31/2020	Severance Benefit	Severance Payment
David Bloom	28	\$134,599	1 year's pay	\$134,599
Matthew Wright	36	\$103,006	1 year's pay	\$103,006
Brian Burkeland	24	\$82,540	1 year's pay	\$82,540
Allan McDermott	16	\$82,540	1 year's pay	\$82,540
Taylor Frosch	6	\$80,318	6 month's pay	\$40,159
Brennan Woerth	3	\$70,967	3 month's pay	\$17,742

EXHIBIT C
Severance Agreement

SEVERANCE AGREEMENT
Between the City of Madison and [EMPLOYEE]

THIS AGREEMENT, made and entered into by and between the City of Madison, a Wisconsin municipal corporation with offices at 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703 (“City”), and [EMPLOYEE] (“Employee”), an individual, is effective as of the date by which both parties have signed hereunder.

RECITALS

WHEREAS, on October 10, 2003, the City, the Town and the City of Fitchburg entered into a Cooperative Plan (the “Cooperative Plan”) pursuant to Wis. Stat. § 66.0307; and,

WHEREAS, under the terms of the Cooperative Plan, the Town will be absorbed by the City and the City of Fitchburg, and the Town itself will cease to exist, on October 31, 2022 (the “Final Attachment”); and,

WHEREAS, upon the Final Attachment, the Town’s Fire Department, which provides fire and emergency medical services to the Town, will cease to exist and all fire and emergency medical services will thereupon be provided by the Cities; and,

WHEREAS, under Section 14 of the Cooperative Plan, upon Final Attachment, any Town employee who is not offered suitable employment by either City on terms at least equivalent to those provided by the Town job is entitled to a lump sum severance payment, payable by the Cities, based upon a specified schedule that provides that Town employees with [15 or more years/more than 5 years but less than 10 years/more than 6 months but less than 5 years] of service are entitled to [one-year’s/6 month’s/3 month’s] pay as a severance payment; and,

WHEREAS, the City and the Town have reached an agreement (the “Fire Services Agreement”) that would provide for the early take-over of the Town’s fire and emergency medical services by the City on November 1, 2020, which agreement would lead to the end of Employee’s employment with the Town; and,

WHEREAS, Employee, an employee of the Town for XX years as of October 31, 2020, had intended to continue working at the Town with the Town’s Fire Department through Final Attachment, but does not desire continued employment with the City; and,

WHEREAS, in recognition of the severance payment that would otherwise be due to the Employee if this take-over were to occur in 2022, and pursuant to the terms of the Fire Services Agreement, the City is agreeable to paying Employee the severance payment provided for under the Cooperative Plan as set forth in this Severance Agreement; and,

WHEREAS, Employee is agreeable to accepting the severance payment from the City, as set forth in this Severance Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements of the City and the Employee, the receipt and sufficiency of which is mutually acknowledged, the parties do hereby covenant and agree as follows:

1. Severance Payment. In recognition of Employee's XX years of employment with the Town, and the termination of Employee's employment with the Town as of November 1, 2020 due to the City's take-over of the Town Fire Department under the terms of the Fire Services Agreement, the City agrees to make payment to Employee of a severance payment as follows:
 - (a) \$(1/2 of total payment) no later than November 15, 2020
 - (b) \$(1/2 of total payment) no later than January 15, 2021
2. Requirement of Employee. Employee must provide the City with all necessary employment and financial information necessary for the City to process the above payment no later than October 31, 2020.
3. Relationship of the Parties. Employee will not be an employee or agent of the City in any capacity, at any time.
4. No Withholding. This payment is being made by the City to the Employee as a severance payment. It is Employee's responsibility to make any tax payments or other withholdings that may be due on this payment. The City makes no representation as to the taxability of the severance payment paid to Employee. Employee agrees to pay all applicable taxes required by law to be paid by Employee with respect to this severance. Employee further agrees to indemnify the City and hold it harmless from any interest, taxes or penalties assessed against the City by any governmental agency as a result of Employee's non-payment of taxes on any amounts paid to Employee under the terms of this Agreement.
5. Contingency. This agreement is contingent upon the City and the Town entering into the Fire Services Agreement as of November 1, 2020. If the City and the Town do not enter into this Fire Services Agreement, this Severance Agreement is void.
6. Delay. If there is a delay in the execution of the Fire Services Agreement and take-over of the Town's fire department, the payment schedule set forth above shall be adjusted accordingly.
7. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction in Dane County, Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such dispute according to any law.
8. No Third Party Beneficiary. This Agreement is intended to be solely between the City and the Employee. Nothing in this Agreement accords any third party, including specifically

the Town of Madison, any legal or equitable rights whatsoever which may be enforced by any nonparty to this Agreement.

9. Amendment. This Agreement may be amended or modified only by written amendment approved and executed by the City and Employee.
10. Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against any party because of that party's attorney drafted this Agreement or any part hereof.
11. Entire Agreement. This Agreement, including any and all addenda, exhibits and the like attached hereto, sets forth the entire agreement between the City and the Employee regarding the City's payment of a severance payment to Employee upon the take-over of the Town's Fire Department, and supersedes any prior discussions, agreements, or understandings, either written or oral.
12. Authority. Each party represents that it has the authority to enter into the Agreement and that all necessary procedures have been followed to secure authorization to enter into this Agreement from the party's respective governing body. Each person signing the Agreement represents and warrants that he or she has been duly authorized to do so.
13. Counterparts; Electronic Delivery. This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by authority of their respective governing bodies effective as of the date when all parties hereto have affixed their respective signatures.

_____, EMPLOYEE

Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by Madison is authorized by Resolution Enactment No. RES ____-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 20____.