



Legislation Details (With Text)

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File created:	11/11/2013	In control:	BOARD OF ESTIMATES (ended 4/2017)		
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Enactment date:	12/5/2013	Enactment #:	RES-13-00877		
Title:	Authorizing the execution of a Termination of 1988 Agreement and Mutual Release between the City of Madison and the Madison Area Technical College that will terminate a contract that provided for cooperative programs and sharing of facilities between the Madison Fire Department and MATC.				
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Date	Ver.	Action By	Action	Result
12/3/2013	1	COMMON COUNCIL	Adopt	Pass
11/25/2013	1	BOARD OF ESTIMATES (ended 4/2017)	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
11/19/2013	1	COMMON COUNCIL	Referred	
11/11/2013	1	Economic Development Division	Referred for Introduction	

Fiscal Note

Under this Agreement, the City pays a share of the annual operating and maintenance costs of the joint training facility (\$25,000 annually). The City also contributed \$200,000 (included in the 1987 Capital Budget) toward construction of the facility. This capital contribution has been recaptured over the past 25 years. The building has reached the end of its economic life and will be torn down with no residual value; the building is located on land leased from Dane County.

Title

Authorizing the execution of a Termination of 1988 Agreement and Mutual Release between the City of Madison and the Madison Area Technical College that will terminate a contract that provided for cooperative programs and sharing of facilities between the Madison Fire Department and MATC.

Body

The City of Madison and the Madison Area Technical College (the "College") have entered into a certain intergovernmental cooperation agreement bearing the title "Contract with City of Madison for Fire Service Education Center" dated June 8, 1988 (the "1988 Agreement"). Under the terms of the 1988 Agreement, the parties agreed to cooperate in administering programs and services and sharing facilities and resources in connection with the provision of education and training to students, professionals and members of the public in the areas of fire protection and emergency services.

The cooperative activities of the parties undertaken pursuant to the terms of the 1988 Agreement have been conducted from a site (the "Training Site") situated adjacent to, and West of, Pearson Street in the City of Madison, on the College's campus. As part of the 1988 Agreement the City participated in the cost of the

construction of a joint City-College training facility (the "Joint Training Facility") on the Training Site. The 1988 Agreement has continued in effect from the time of its inception to the current time.

The College has recently constructed a "Protective Services Building" located at 1701 Pearson Street, on the College's campus and in proximity to the Training Site. The College uses the Protective Services Building to conduct classes and provide training and education to students and members of the public in the areas of fire protection and emergency medical services. The College will continue to use the Training Site for outdoor training activities. The Joint Training Facility has reached the end of its economic life and, upon termination of the 1988 Agreement, will be torn down by the College and the Protective Services Building will be used for its indoor training activities.

The City has acquired land to construct its own training center from which it will provide training to its professional employees in the areas of fire protection and emergency medical services and will no longer need to use the Joint Training Facility.

Following the opening of the City's new training facility, it is anticipated that the parties will enter into a new agreement providing for the continued sharing of resources and facilities to advance the training and education of students, professionals and members of the public in the areas of fire protection and emergency medical services.

The parties wish to provide for the formal termination of the 1988 Agreement and for the mutual release of each other from any and all further obligations or liability thereunder.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Madison hereby authorizes the execution of a Termination of 1988 Agreement and Mutual Release between the City (the "City") and Madison Area Technical College (the "College") that will terminate the intergovernmental cooperation agreement bearing the title "Contract with City of Madison for Fire Service Education Center" dated June 8, 1988 (the "1988 Agreement"), on the following terms and conditions:

1. Effective as of December 31, 2013, the 1988 Agreement is, and shall be, and shall thereafter be deemed to be, cancelled, terminated and of no further effect.
2. Any and all personal property of each party situated on the Training Site shall remain the property of such party. The Madison Fire Department shall have until December 31, 2013 to remove all personal property from the Training Site and until May 31, 2014 to remove its ladder shed, City Metro Bus, semi-trailer, metal pod and burn cans (3) from the Training Site. All improvements to the Training Site shall be the property of the College. Each party acknowledges and confirms that it has no right or claim against the other for payment or

reimbursement of any cost, expense, loss or damage arising under or related to the 1988 Agreement.

3. Each party fully releases, acquits and discharges the other and its respective assigns and successors, agents, employees and all other persons and entities of and from any claims whatsoever related in any way to the 1988 Agreement, including all claims made or which could have been made, whether in law or in equity, and from any complaints, causes of action or liabilities of any kind whatsoever, which pertain to the 1988 Agreement, whether the same are presently known, unknown, latent, developed or undeveloped, anticipated or unanticipated. In executing this Agreement, each of the parties is relying upon its own judgment, belief and knowledge and not upon any representation or statements made by any person, persons, or entities hereby released or by anyone representing them.

4. Nothing herein is intended to affect the rights, duties, obligations, or remedies of either party under any other agreements (aside from the 1988 Agreement) which the parties may have previously entered into or may subsequently enter into.

5. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior understandings, agreements or arrangements, oral or written between the parties.

6. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective representatives, successors, affiliated parties and assigns.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute, deliver and record such documents and to take such other actions as shall be necessary or desirable to accomplish the purposes of this resolution.