

**FIRST AMENDMENT TO
2021 FIRE PROTECTION & EMS AGREEMENT**

This First Amendment the 2021 Fire Protection & EMS Agreement (the "Amendment") is entered into by and between the City of Watertown, a Wisconsin Municipal Corporation, situated in the counties of Dodge and Jefferson, Wisconsin, hereinafter called the "City", and the Watertown Rural Fire Department representing the Town of Emmet, Town of Milford, Town of Shields, and Town of Watertown, hereinafter referred to as the "Townships" and is effective as of January 1, 2023.

RECITALS

WHEREAS, the Parties entered into the 2021 Fire Protection & EMS Agreement Understanding for provision of Fire Protection and EMS services for January 1, 2021 through December 31, 2022 (the "Agreement"); and

WHEREAS, the parties wish to amend the agreement to include the calendar year of 2023.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Term of the 2021 Fire Protection & EMS Agreement will be extended for 1 year with the new expiration date of the Agreement being December 31, 2023. All other terms of the Agreement will remain in effect.
2. This Amendment may be executed in one or more counterparts, including facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign), each of which shall be deemed to be an original and together which shall constitute one and the same document.
3. This Amendment and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the State of Wisconsin. The Parties hereto hereby consent to the jurisdiction of the courts of the State of Wisconsin for any actions brought hereon.

IN WITNESS WHEREOF, the parties have set their hands and seal as of the dates designated below.

 11-29-2022

CITY OF WATERTOWN

Emily McFarland, Mayor

Date

Megan Dunneisen, City Clerk

Date

TOWNSHIPS

Town of Emmet

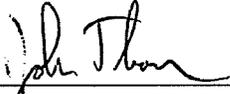
Date

Town of Shields

Date

Town of Milford

Date



Town of Watertown

11-29-2022
Date

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CITY OF WATERTOWN

Emily McFarland, Mayor

Date

Megan Dunneisen, City Clerk

Date

TOWNSHIPS

William Nass

Town of Emmet

12-9-22

Date

Town of Shields

Date

Town of Milford

Date

Town of Watertown

Date

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CITY OF WATERTOWN

Emily McFarland, Mayor

Date

Megan Dunneisen, City Clerk

Date

TOWNSHIPS

Town of Emmet

Date

Town of Shields

Neale R. Jones

12/12/23

Date

Town of Milford

Date

Town of Watertown

Date

2021 FIRE PROTECTION & EMS AGREEMENT

This is a two-year agreement commencing the 1st day of January, 2021 between the City of Watertown, a Wisconsin Municipal Corporation, situated in the counties of Dodge and Jefferson, Wisconsin, hereinafter called the "City", and the Watertown Rural Fire Department representing the Town of Emmet, Town of Milford, Town of Shields, and Town of Watertown, hereinafter referred to as the "Townships".

WITNESSETH:

1. That for and in consideration of the City providing fire protection and EMS services to the Townships through its fire department during the year 2021 the Townships hereby agree to pay the City the following amounts:

A) The townships will pay \$229,537.02 each year based on applying the same mill rate paid by residents and businesses of the City of Watertown on the total assessed value of the area described below in Section 8 for all types of responses including all fires, all EMS, all vehicle accidents, and all hazardous materials incident requests for incidents occurring in the areas described below in Section 8. This payment shall be in lieu of any payment for paramedic training and in lieu of contributions to specific capital equipment expenditures. A breakdown of the individual township's costs is listed in 1-D of this contract.

B) The Watertown Water Department, per Wisconsin Administrative Code PSC 185.15 and Municipal Utilities 17.02 (42), must bill for all water used for extinguishing fires outside the utility's service area. Therefore, any township or village under contract with the Watertown Fire Department will be billed by the Watertown Water Department, for hydrant service charge(s) and the amount of water used to extinguish fires, each time the Watertown Fire Department responds to the township or village for a fire call. The bill is payable to the Watertown Water Department upon receipt. A late payment charge of 1 percent per month will be added to bills not paid within 45 days of issuance.

C) The payments referred to in paragraph 1 shall be made by the Townships on or before the deadlines set in paragraph 12.

D)	Shields-	\$44,067.39
	Emmet-	\$60,304.31
	Milford-	\$29,079.13
	Watertown-	\$96,086.19

2. It is expressly agreed that in the event several calls are received by the City's Fire Department, that the initial response shall be to fires occurring within the City limits of the City and then they shall respond to fires in the Townships. If calls are received from more than one Town, the City agrees that it shall respond to the first call received. If the City's Fire Department is unable to immediately respond to the second fire, the City will notify a mutual aid municipality to respond and provide needed coverage in the second Township.
3. In the event there are two fires in the Townships at the same time, the City agrees that it will do its best to aid both fires and will provide all equipment then available to fight both fires while maintaining adequate resources for City emergencies.

4. The Townships agree that they will use their best effort to keep its roads passable and to provide an adequate supply of water in an amount determined necessary in the opinion of the officer in charge of said fire.
5. It is expressly agreed that the personnel of the City's Fire Department shall be in full charge of fighting any fire to which it responds in the Townships.
6. This agreement may be terminated by the written notice of either party given at least ninety days prior to the expiration of the term, and may be further terminated at anytime upon ninety days written notice given by the City to the Townships in the event the Townships are delinquent in its payments as called for by this contract or are in default under any of the enforcement provisions of Paragraph 9 of this Agreement.
7. This agreement is subject to the City approving the size of the fire district within the Townships which shall be serviced by the City's Fire Department. The district shall include:
 - A TOWN OF MILFORD: Sections 4, 5,8,9,16,17, (east of the river), 22, 23, 24, 6-East of Crawfish River, 7 -East of Crawfish River, 18-East of Crawfish River, 25-Northern portion, 26-Northern portion, and 27-Northern portion.
 - B. TOWN OF SHIELDS: Sections 1,2*,3*, 10*, 11, 12, 13, 14, 15, 16*,20*,21,22,23, 24,25,26,27,28,29,30*,31 *,32,33,34,35, and 36. * = east of Beaver Dam River only.
 - C. TOWN OF EMMET: Sections 3, 4,5,6,7,8,9, 10, 15, 16, 17, 18,19,20,21,22,27,28, 29,30, 31, W6246, W6050, W6082 (Apple Road), W6298, W6045, W6048 (Oak Road), but does not included N1332, N1370, N1418, N1476, N1530, N1254, N1465, N1477 (Hwy. E).
 - D. TOWN OF WATERTOWN: Sections Range 14-1,2,3, 10, 11, 12, 13, 14, 15. Range 15,2,6,7,11,14,15,16,17, 18, 19,20,21, 22 and the entire intersection of HWY 26 & Ebenezer Road
8. The townships will be responsible for the costs of operating their two tender units including items such as fuel, firefighting equipment, maintenance labor costs, insurance coverage, and excluding the salary benefit package of city fire department employees who operate the units. These charges would be billed monthly for the costs incurred for previous month.
9. Each of the Townships shall allow and does hereby designate the City Fire Chief, or his/her designees, full authority to enforce the Wisconsin Fire Protection Code, as codified in DSPA 314 of the Wisconsin Administrative Code, adopting by reference the National Fire Protection Association (NFPA) 1, within the boundaries of the Township Fire District, outlined in Paragraph 7 above. To that end, each Township, which is a party to this Agreement, shall adopt by ordinance by their respective Town Boards the proposed Town Fire Protection Code within sixty (60) days of the execution of this Agreement. A certified copy of that adopted ordinance shall be forwarded to the Clerk-Treasurer of the City, immediately after its passage and publication by the Town Board. The proposed Town Fire Protection Code shall be enacted by the Town Board in the same format and without variation from that document as rendered, unless any such changes are specifically granted in writing by the City. The proposed Fire Protection Code shall remain in full force

and effect and shall be enforced throughout the term of this Agreement, as well as any such subsequent Agreement negotiated between the parties. Each of the Townships shall cooperate with the Fire Marshal and otherwise act in good faith with the implementation and enforcement of the Town Fire Protection Code.

10. The City's Fire Department will bill separately for emergency medical transport and paramedic services rendered under this contract in the same manner as are billed to City of Watertown residents, and any other recovery costs as allowed by law.
11. The townships agree to pay the fire department the percentage of their 2% Dues from the State for conducting fire inspections in the townships. It shall be based upon a percentage of the area of the township covered. Payment is to be received in August of the contract year.
12. The townships shall make payments for the contract year referenced above as follows: fifty percent (50%) of the contract price shall be paid on or before February 28th of the contract year and the remaining fifty percent (50%) of the contract price shall be paid on or before August 31st of the contract year. Invoices requesting payment by the townships shall be provided by the City by February 1 and August 1 of the contract year.
13. Contracts shall be signed and returned to the Watertown Fire Department by November 30, 2020.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 2020.

CITY OF WATERTOWN

_____ Emily McFarland, Mayor

_____ Elissa Friedl, City Clerk

TOWNSHIPS

_____ Town of Emmet

_____ Town of Shields

_____ Town of Milford

_____ Town of Watertown

