

## THIRD AMENDMENT TO AGREEMENT FOR FIRE PROTECTION, FIRST RESPONDER, RESCUE AND INSPECTION SERVICES

This Third Amendment to the Agreement for Fire Protection, First Responder, Rescue and Inspection Services ("Third Amendment") is made by and between the **City of La Crosse, Wisconsin ("City")** and the **Town of Medary, Wisconsin ("Town")** on July \_\_\_\_\_, 2019.

WHEREAS, the City and Town entered into an Agreement for Fire Protection, First Responder, Rescue and Inspection Services dated March 14, 2018 (the "Agreement"), which term expired on December 31, 2018 in order to allow negotiations on a long-term agreement;

WHEREAS, the City and Town extended the term of the Agreement until March 31, 2019 in accordance with the First Amendment to Agreement for Fire Protection, First Responder, Rescue and Inspection Services dated January 14, 2019 in order to allow additional time for negotiations;

WHEREAS, the City and Town extended the term of the Agreement until June 30, 2019 in accordance with the Second Amendment to Agreement for Fire Protection, First Responder, Rescue and Inspection Services dated April 5, 2019 in order to allow additional time for negotiations;

WHEREAS, the parties would like to further extend the term of the Agreement in order to allow additional time for negotiations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the parties agree as follows:

1. **Term.** Paragraph 1 of the Agreement is hereby amended to extend the term until December 31, 2019 at 11:59 p.m.
2. **Payment.** In consideration for the extended term as provided in Paragraph 1 of this Third Amendment, the Town shall pay seven thousand six hundred fifty-five dollars and eighty-two cents (\$7,655.82) to the City on or before July 30, 2019. During any extended term, the Town shall continue to pay the City standard inspection fees as provided in Paragraph 1 of the Agreement. Additionally, the Town shall pay to the City the equal amount received from the annual Wisconsin Department of Safety and Professional Services (the "DSPS") 2% fire funding payment pursuant to Wis. Stat. § 101.575, as amended or superseded. The Town shall take all necessary steps to timely qualify and apply for such funding from DSPS. The Town shall pay such DSPS funding to the City within sixty (60) days of the Town's receipt of payment from DSPS.

3. **Service Area.** Commencing July 1, 2019, the Service Area as depicted in **Exhibit A** of the Agreement shall be amended to include additional territory as depicted in the attached **Exhibit A** to the Third Amendment.
4. **Other Provisions.** Except as described herein, all other terms, conditions, covenants and promises of the Agreement and all exhibits thereto shall remain unchanged and in full force and effect.
5. **Authority to Sign.** The person signing this Third Amendment on behalf of Town certifies and attests that they have the full and complete authority to bind Town, on whose behalf the person is executing this Third Amendment.
6. **Miscellaneous.** The Agreement for Fire Protection, First Responder, Rescue and Inspection Services, as amended by this Third Amendment, remains in full force and effect and is binding on the parties' successors and assigns. This Third Amendment may be executed in any number of counterparts, all of which are considered one and the same amendment notwithstanding that all parties hereto have not signed the same counterpart. Signatures of this Third Amendment, which are transmitted either or both by electronic or telephonic means (including, without limitation, facsimile and email) are valid for all purposes. Any party shall, however, deliver an original signature of this Third Amendment to the other party upon request.

IN WITNESS, the parties to this agreement have caused this instrument to be signed and sealed by duly authorized representatives of the City and Town.

**Town of Medary**

**City of La Crosse**

By: *Linda Seidel*  
Linda Seidel, Chairperson

By: *Timothy Kabat*  
Timothy Kabat, Mayor

By: *Diane M. Elsen*  
Diane Elsen, Town Clerk

By: *Teri Lehrke*, deputy  
Teri Lehrke, City Clerk

Subscribed and sworn before me  
this 16 day of July, 2019

Subscribed and sworn before me  
this 17<sup>th</sup> day of July, 2019

Notary Public, State of \_\_\_\_\_  
My Commission: \_\_\_\_\_

*Craig*  
Notary Public, State of Wisconsin  
My Commission: 11/11/2021

