

MEMORANDUM OF UNDERSTANDING

Between the

Winnebago County Sheriff's Office

And

Neenah-Menasha Fire Rescue

Under the authority of Sec. 66.0301 of Wis. Stats., this agreement is entered into between the Winnebago County Sheriff's Office and Neenah-Menasha Fire Rescue. The purpose of this agreement is to define the role and responsibilities of the Parties, limited to, and as they relate to the rescue response of a Search and Rescue Craft (SRC), to that area of Winnebago County as outlined under the provisions below. This agreement is entered into by both parties, with the intent to provide life saving services for the citizens of Winnebago County. The terms and conditions for this reciprocal mutual aid rescue agreement are as follows:

1. The Sheriff's Office as its option may provide to Neenah-Menasha Fire Rescue, a serviceable SRC, with appropriate trailer to be used for rescue operations and training. Any use of the SRC outside of rescue operations and training will be approved by the Sheriff or his/her designee prior to use.
2. The Winnebago County Sheriff's Office will be responsible to provide funding for routine repair and maintenance concerning the SRC and trailer, to include any needed replacement parts and labor. Minor or routine maintenance may be voluntarily performed by Neenah-Menasha Fire Rescue personnel.
3. Any damage to the SRC while under the operation of Neenah-Menasha Fire Rescue will be reported to the Sheriff's Office in a detailed written report describing the damage and how it occurred. A damage review will be conducted by a panel consisting of a Sheriff's Office Lieutenant, a member of the Neenah-Menasha Fire Rescue Command staff and a member of Neenah-Menasha Fire Rescue line staff. Damage determined to be unavoidable, or normal wear and tear, will be repaired and paid for by the Winnebago County Sheriff's Office. Damage determined to be avoidable will be repaired and paid for by Neenah-Menasha Fire Rescue. In the case of minor damage that does not affect the operation of the SRC, the Sheriff or a designee will determine if the repair will be made.
4. The Winnebago County Sheriff's Office will maintain all ownership of the SRC.
5. Both parties may solicit private funding for improvements or equipment for the SRC. Any modifications to the SRC will require approval from the Sheriff or his/her designee.

6. Winnebago County shall provide accident insurance; including liability, property, and physical damage coverage on the SRC and trailer, and agrees to waive subrogation against the Cities of Neenah and Menasha except for the liability provisions contained within this agreement.
7. Neenah-Menasha Fire Rescue will provide storage for the SRC during the season of use, and personnel to operate the unit when available. When qualified personnel are available Neenah-Menasha Fire Rescue will respond for emergency search and rescue operations within their designated area of response, as described in E911 Advisory Directive PSD #4 (see attachment). If the above described directive is amended by the E911 Committee, the Parties hereby agree to automatically adopt the directive as amended. Neenah-Menasha Fire Rescue will also provide an appropriate tow vehicle for emergency response.
8. The Sheriff or his/her designee has the authority to request Neenah-Menasha Fire Rescue to respond to an emergency search and rescue incident where the Sheriff believes that the use of the SRC is necessary. Neenah-Menasha Fire Rescue will then respond to all such calls, unless the Fire Department has insufficient staffing available to operate the SRC. In such an event the Fire Department will immediately advise the Sheriff's Office. The Sheriff's Office may then retrieve the SRC and use Sheriff's Office Personnel to staff it.
9. The Sheriff's Office will have access to, and staff the SRC when it is needed for patrol, search and rescue, dive operations and training. In the case of a joint search and rescue operation, Sheriff's Office personnel will take over operation of the SRC at an appropriate time, when staffing allows. In case of conflict, the Sheriff or his/her designee will have final authority to designate use of the SRC.
10. Personnel will be properly trained to operate the SRC according to manufacturer's operating guidelines.
11. Each party will be responsible for all wages and related costs for its personnel when operating the SRC.
12. If any use of the SRC by either party may extend outside of Winnebago County, notice of such use should be extended to the other party, and to the backup provider, and will be approved by the Sheriff or his/her designee.
13. Winnebago County and the Cities of Neenah and Menasha will each maintain adequate commercial insurance protections against all loss from liability, worker's compensation, property and marine craft physical damage in accordance with the indemnification provisions of this agreement.

14. Subject to paragraph #15 below, the Cities of Neenah and Menasha agree to indemnify and hold harmless Winnebago County (including the directors, officers, employees, agents, shareholders, insurers, successors, and assigns) from and against any and all claims, demands, penalties, fines, causes of action, liabilities, settlements, damages, costs, and expenses, including without limitations, attorney's and consultant's fees, investigating fees, court costs and otherwise, arising out of or in any way related to Neenah-Menasha Fire Rescue's operation of the SRC, including but not limited to:
 - a. Any personal injury or bodily injury (including wrongful death) or property damage (real or personal).
 - b. Any lawsuit brought or threatened, settlement reached, or local, state, or federal government or agency order, including but not limited to claims, costs, liabilities, or expenses arising under federal, state or local law.
 - c. Any violation of laws, orders, regulations, requirements or demands of any governmental authorities.
 - d. Any breach or violation of any contractual provision of whatever kind with any third party.

15. Subject to paragraph #14 above, Winnebago County agrees to indemnify and hold harmless the Cities of Neenah and Menasha (including the directors, officers, employees, agents, shareholders, insurers, successors, and assigns) from and against any and all claims, demands, penalties, fines, causes of action, liabilities, settlements, damages, costs, and expenses, including without limitations, attorney's and consultant's fees, investigating fees, court costs and otherwise, arising out of or in any way related to the Winnebago County Sheriff's Office operation of the SRC, including but not limited to:
 - a. Any personal injury or bodily injury (including wrongful death) or property damage (real or personal).
 - b. Any lawsuit brought or threatened, settlement reached, or local, state, or federal government or agency order, including, but not limited to claims, costs, liabilities, or expenses arising under federal, state or local law.
 - c. Any violation of laws, orders, regulations, requirements or demands of any governmental authorities.
 - d. Any breach or violation of any contractual provision of whatever kind with any third party.
 - e. In addition, Winnebago County will indemnify and save harmless the Cities of Neenah and Menasha from and against any and all losses, claims, demands, penalties, fines, causes of action, costs, damages, expenses and liability (including statutory liability under Worker's Compensation or Unemployment Compensation), including without limitation, any attorney or consultant fees, investigation fees, court costs and litigation expenses, and other costs of defense arising out of or in any manner related to product liability or other claims related to the performance of rescue equipment under the terms of this agreement.

16. All wages and disability payments, pensions and Worker's Compensation claims, clothing and medical expenses relating to the use, training and maintenance of the SRC will be paid by the agency regularly employing such employee or officer.
17. This agreement will expire on December 31, 2014, but shall automatically renew according to these terms for successive one-year periods unless either party gives the other not less than thirty days advance notice. Either party may cancel this agreement at any time, provided that a thirty-day written notice is provided to the other party.
18. For the purposes of notice or any other issue relating to this agreement, the Sheriff for Winnebago County and the Fire Chief for Neenah-Menasha Fire Rescue are designated as the responsible parties.
19. Should any provision of this agreement be determined to be illegal by any Court, it is intended that all other provisions of the agreement will remain in force.

WINNEBAGO COUNTY SHERIFF'S OFFICE

NEENAH-MENASHA FIRE RESCUE

BY: _____
Sheriff John Matz

BY: _____
Chief Al Auxier

DATE: _____

DATE: _____

Approved as to form:

John Bodnar, Winnebago County Corporation Counsel

Atty. Jim Godlewski, Neenah City Attorney

Atty. Pam Captain, Menasha City Attorney