

AGREEMENT FOR AUTOMATIC ASSISTANCE

CITIES OF NEENAH AND MENASHA AND CITY OF APPLETON

THIS AGREEMENT entered into this 20th day of May, 2011 by and between the Cities of Neenah and Menasha and City of Appleton hereinafter referred to as "Neenah and Menasha" and "City of Appleton" (respectively), each of which are Wisconsin municipal corporations; and each acting herein through their duly authorized officials.

WITNESSETH:

WHEREAS the governing officials of the governmental entities set forth above, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration for each party's automatic assistance to the other upon the occurrence of an emergency condition and/or hazardous situation in any portion of the designated area where this Agreement for Automatic Assistance is in effect, a predetermined number of fire fighting equipment and/or emergency medical equipment or personnel of both parties shall be dispatched, to such point where the emergency condition and/or hazardous situation exists in order to assist in the protection of life and property subject to the conditions hereinafter stated. For the purpose of this agreement, "emergency condition" shall include any condition requiring fire protection or emergency medical services, or both.

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chief of the Neenah and Menasha Fire Rescue (NMFR) and the Chief of the Appleton Fire Department (AFD). These details will be stipulated in a Memorandum of Understanding and signed by the Chiefs of both departments. Said Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement shall be sent, unless such amount of assistance is unavailable due to emergency conditions and/or hazardous situations confronting either party's forces at the time of need for assistance under this Agreement.
3. Each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. However, this waiver shall not apply to those cases in which the claim results from the failure of either party to accept responsibility for any civil liability for which a requesting party is responsible.

4. Neither party shall be reimbursed by the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel; food; and lodging shall be paid by the entity in which the employee in question is regularly employed.
5. All equipment used by each party's fire department in carrying out this Agreement will, during the time response services are being performed, be owned by it; and all personnel acting for the party's fire department under this Agreement will, during the time response services are required, be firefighters of the fire department of the party where they are regularly employed.
6. At all times while equipment and personnel of either party's fire department are traveling to, from, or within the geographical limits of the other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.
7. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where the other party may be liable, in whole or in part, for the payment of damages then the other party may intervene in such cause of action to protect its interests.
8. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party hereto.
9. It is understood and agreed that both parties have heretofore entered into an "Agreement for Automatic Aid", effective on or before June 1, 2011. However, as to any mutual assistance between the parties arising out of the occurrence of an emergency condition and/or hazardous situations in the areas described in the Memorandum of Understanding, the conditions and obligations of this Agreement shall take precedence over the conditions and obligations of all other agreements.

10. Each party agrees that if legal action is brought under this Agreement, exclusive venue shall lie in the county where the emergency condition and/or hazardous situations occurred.
11. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. Effective date of this Agreement shall be on the last date of the signature of any party hereto.

EXECUTED by the Cities of Neenah and Menasha and City of Appleton, each respective governmental entity acting by and through its Administrator or other duly authorized official in the manner required by each respective City, or otherwise as required by law, on the date hereinbelow specified.

Executed this 10th day of May, 2011.

City of Neenah

George Scherck
 Mayor George Scherck

Attest: Patricia A. Sturn
 City Clerk Patricia Sturn

City of Appleton

Timothy Hanna
 Mayor Timothy Hanna

Attest: Cindi Hesse
 City Clerk Cindi Hesse

City of Menasha

Don Merkes
 Mayor Don Merkes

Attest: Deborah A. Galeazzi
 City Clerk Deborah Galeazzi

Neenah Menasha Fire Rescue

Al Auxier
 Fire Chief Al Auxier

Appleton Fire Department

Len Vander Wyst
 Fire Chief Len Vander Wyst

Approved as to form:

James Walsh
 Appleton City Attorney James Walsh

Jim Godlewski
 Neenah City Attorney Jim Godlewski

Pamela Captain
 Menasha City Attorney Pamela Captain

MEMORANDUM OF UNDERSTANDING AGREEMENT FOR AUTOMATIC ASSISTANCE
BETWEEN THE NEENAH MENASHA FIRE RESCUE AND THE CITY OF APPLETON FIRE
DEPARTMENT

This Memorandum of Understanding is authorized by the Agreement for Automatic Assistance dated 10/10/11 approved by the Cities of Appleton, Neenah, and Menasha.

The purpose of this Memorandum of Understanding is to outline the procedures for implementing an Automatic Assistance response between the Neenah Menasha Fire Rescue, hereinafter referred to as "NMFR" and the City of Appleton Fire Department, hereinafter referred to as "City of Appleton". This Memorandum is a supplement to the Agreement for Automatic Assistance. In the event this Memorandum of Agreement conflicts with the Agreement for Automatic Assistance, the "Agreement for Automatic Assistance shall be controlling."

Terms

The terms and conditions of this Memorandum of Agreement terminate automatically upon the termination of the Agreement for Automatic Assistance.

Amount and Time of Assistance

This Agreement is for the exchange of fire and/or EMS service in specified response areas. Fire apparatus will respond on all reported structure fires and emergency medical (~~E-Edward~~) type incidents as assigned per CAD designation.

Response Areas:

Structure Fire Response

A. NMFR will provide the following to the City of Appleton:

- (1) One Engine staffed with a minimum of three qualified firefighters – (**Area as defined on attached map.**)

B. City of Appleton will provide the following to NMFR:

- (1) One Engine staffed with a minimum of three qualified firefighters – (**Area as defined on attached map.**)

Emergency Medical Services (EMS) (~~E-Edward Incidents~~) First Responder:

A. NMFR will provide the following to the City of Appleton:

(1) One Engine staffed with a minimum of three qualified firefighters – (*Area as defined on attached map.*)

B. City of Appleton will provide the following to NMFR:

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Limitations

If the agreed upon response from either department is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station that is part of this Agreement, that company will respond. If the response is not available, the other party will be notified immediately.

Training

Joint training exercises are to be conducted, at a minimum, semiannually. The training exercises will be coordinated and observed by the respective department training officers, for the purpose of maintaining coordination in firefighting procedures, dispatching and communications.

Communications

Communications for dispatch centers will be via the Outagamie County and/or Winnebago County Communication Center and each respective department's for the initial dispatch of incidents. Communications to the respective Communication Center to mobile units and fire ground personnel utilizing portable radios will be on the radio frequencies utilized by the Department in whose jurisdiction in which the emergency incident occurs.

Communications procedures and documents will be provided at the initial training session and updated as needed thereafter. Maintenance and replacement of radios will be the responsibility of the Department that owns the radios.

Dispatch to Emergencies

Upon receipt of an alarm in any of the designated response areas, the Communications Center receiving the alarm will dispatch the proper assignment. Should the agreed upon assistance not be available, the requesting department will be so notified.

Incident Command

The officer on the first arriving company will establish command of the incident until relieved by the appropriate authority. The fire department, in the City at which the incident occurs,

shall upon arrival at the scene, communicate with the initial Incident Commander for a situational update, then assume Command of the incident thereafter.

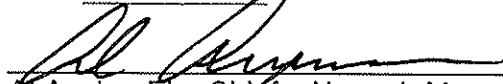
Fire Incident Reporting

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Units assisting in the incident shall cooperate with the agency in charge to provide any necessary information. Fire investigations are the responsibility of the respective jurisdiction, and responding agencies will cooperate in the investigation.

Revisions

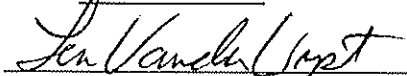
This Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chief of the Neenah Menasha Fire Rescue and the Fire Chief of the City of Appleton.

Date 5-10-12



Al Auxier, Fire Chief – Neenah Menasha Fire Rescue

Date 5-10-12



Len Vander Wyl, Fire Chief – City of Appleton Fire Department.

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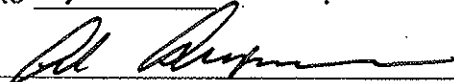
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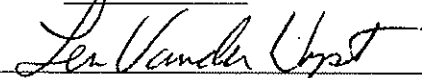
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Date 5-10-12



Al Auxier, Fire Chief – Neenah Menasha Fire Rescue

Date 5-10-12



Len Vander Wyst, Fire Chief – City of Appleton Fire Department.