

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR SHARING
AND OPERATION OF FIRE, RESCUE, AND EMERGENCY MEDICAL
EQUIPMENT AND MATERIALS**

This Intergovernmental Cooperation Agreement, ("Agreement"), is entered into as of the date signed by the respective parties, each a Wisconsin Municipal Corporation acting by and through its fire departments or fire and emergency services departments jointly owned and operated by Wisconsin Municipal Corporations, each with proper authorization to execute this Agreement, (herein referred to collectively as "the Parties" or "the Departments" and individually as "a Party" or "a Department"), and is made pursuant to Wis. Stat. Secs. 66.0301 and 66.03125.

WHEREAS, each Department recognizes that sharing resources, including equipment and services, promotes cost effective and efficient use of public resources; and

WHEREAS, the Departments have specifically identified that sharing of fire fleet equipment will mutually benefit the communities they serve by reducing the amount of backup equipment required by each Department, allowing the Departments to share the strength and expertise maintained by their respective personnel; and

WHEREAS, the Departments desire to enter into this Agreement to establish procedures for sharing equipment, materials, personnel, and related services, as well as for defining their relative rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. The terms of this Agreement made pursuant to Section 66.0301 Wis. Stats., shall govern the relationship of the Parties pursuant to Section 66.03125(2)(b)1., Wis. Stats.
2. The Departments will share fire, rescue, and emergency medical resources, including, but not limited to, vehicles, personnel, other materials, and related services, ("Equipment"), as mutually agreed to by the Parties, and there shall be no payment for use of Equipment.
3. Each Department shall appoint one or more representatives who shall have authority to approve the sharing of Equipment as requests arise, ("Designated Representative/s"). Each Department shall notify the Departments in writing of its Designated Representative/s.
4. The Equipment may be operated/used by employees of the Department providing the Equipment, ("Providing Department"), or by qualified

personnel¹ of the Department borrowing the Equipment, (“User Department”), as approved by the Providing Department’s Designated Representative/s.

5. Equipment will be provided upon reasonable request at mutually convenient times and locations. The Providing Department has the sole discretion to refuse any request from a User Department. Equipment shall be returned to the Providing Department as soon as reasonably possible. No liability of any kind or nature shall be attributed to or be assumed whether express or implied by a Party hereto, its duly authorized agents and personnel for failure or refusal to provide Equipment. In addition, there shall not be any liability for a Party that withdraws Equipment once provided pursuant to the terms of this Agreement.
6. Nothing in this Agreement shall alter the employment status of any employee providing services under this Agreement. Employees shall at all times continue to be subject to all standards of performance, disciplinary rules, and other terms and conditions of their employer. No User Department shall be responsible for the direct payment of any salaries, wages, compensation, or benefits for the employees of a Providing Department under this Agreement.
7. Each Department shall be solely responsible for the acts of its own employees under this Agreement. Any employee, while providing services under this Agreement, shall be considered to be acting under the scope of employment of his or her employer, shall be considered to be the employee of his or her employer, and shall be covered by his or her employing Department for the purposes of worker’s compensation, unemployment insurance, benefits under Chapter 40 of the Wisconsin Statutes.
8. In the event any employee performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit alleging personal injury or personal property damages by a third party, arising out of his or her official acts performed within the scope of his/her duties pursuant to the terms of this Agreement, such employee shall be entitled to the same defense or indemnity 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, and supplied by the Party where the employee is regularly employed. However, in situations where another Party may be liable, in whole or in part, for the payment of damages then the other Party may be joined in such cause of action to protect its interests.

¹ For purposes of this Agreement, “qualified personnel” are defined as fire department employees/members who have passed an emergency vehicle operator training.

9. Each Department has insurance covering the Equipment that may be used by the other Departments or is self-insured for such losses. The parties agree to hold each other harmless for damages to Equipment arising as a result of services or use of resources under the Agreement (except those arising from the intentional or reckless acts of the other party) to the extent consistent with applicable insurance coverage. Each Department will confirm in writing that its Equipment is insured or is self-insured.

The Parties agree to hold each other harmless for injury to personnel (except those arising from the intentional or reckless acts of the other Party) or repayment of compensation arising as a result of services or use of resources under the Agreement. Each Department will provide a copy of this signed Agreement to its liability insurance carriers. If maintained, the general liability and automobile liability policies covering each Department are to contain, or be endorsed to contain, the following provisions:

The Departments, their elected and appointed officials, officers, employees or authorized representatives are to be given additional insured status as respects: liability arising out of activities performed and vehicles owned, leased, hired or borrowed. The coverage shall contain no special limitations on the scope of protection afforded to the Departments, their elected and appointed officials, officers, employees or authorized representatives.

If a Department is self-insured for purposes of liability, this provision may be complied with by providing written evidence of the Department's self-insurance program; it being understood that such Department is unable to provide an additional insured endorsement to other signatories to this Agreement.

All parties providing Equipment hereunder shall be entitled to the equitable distribution between the parties providing services of any expenses recovered from other responsible entities. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.

10. The Departments acknowledge they are governmental entities entitled to immunity under common law and Section 893.80 Wis. Stats., and the Departments agree that nothing contained herein is intended as a waiver of any defenses, immunities, or limitations to which they are entitled statutory or common law.
11. A Department may terminate this Agreement by providing thirty (30) days written notice to the other Departments.

12. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the Parties with respect to the subject matter referred to herein and may not be amended except in writing. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and may be deemed as one in the same document.

This signatory certifies that this Intergovernmental Cooperation Agreement has been adopted and approved by resolution or other manner approved allowed by law.

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory _____ Date _____

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