Dodge County Fire Chiefs Association

This Agreement dated _4/22/2026___ between Dodge County Fire Chiefs Association, a _____ ("DCFCA") and the City of Watertown, a Wisconsin municipal corporation ("City").

Recitals

A. In 2018, the parties entered into an agreement stipulating that DCFCA would outfit water rescue equipment for Dodge County Fire Departments to use during water rescues in the county, a copy of which is referenced and incorporated herein as **Exhibit A**. During these negotiations, the parties agreed to purchase two (2) water rescue boats;
B. One (1) of the above-referenced water rescue boats is currently stored at the Watertown Fire Department, which is available for Watertown Fire Department water rescues and when requested for mutual aid to other participating departments or surrounding agencies. The cost to mutual aid to other departments is nothing when paged, as set forth in **Exhibit A**;
C. Over the past several years, discussions have occurred between the parties regarding who will maintain this watercraft. DCFCA wishes to give all ownership of the water rescue boat to the City of Watertown.

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

1. **Incorporation of Recitals.** The foregoing recitals are incorporated into and made a part of this Agreement. The parties acknowledge that the recitals are true and accurate.

2. **City's Obligations.**

   A. Effective _____, 2026, the City will take ownership of the water rescue boat ("Boat") currently stored at the Watertown Fire Department and specifically described herein in **Exhibit B**. The City acknowledges that it is taking ownership and possession of the Boat in an as-is condition, with no warranties or representations of any kind from DCFCA.

   B. The City will ensure that the Boat is properly stored and maintained in a manner reasonably intended to prevent damage.

C. The City, through the Watertown Fire Department, will use the boat for solely for water rescues in the City of Watertown and pursuant to mutual aid requests when necessary. The City will respond to any mutual aid calls, as needed, with the water rescue boat and will not charge the requesting department for such mutual aid services.

D. The City will comply with all federal, state, and local laws, ordinances, and regulations regarding ownership, possession, titling, and registration of the boat, including all necessary titling and registrations through the Wisconsin Department of Natural Resources.

E. The City agrees not to sell the Boat before Jan 1 2037. If the City elects to sell the Boat, the City will provide written notice to DCFCA. DCFCA shall have the right of first refusal to purchase the Boat at a depreciated value determined by the City in good faith. If DCFCA does not accept the offer in writing within thirty (30) days of notice, the City may sell the Boat to any third party on terms of its choosing and without further obligation to DCFCA.

F. The City will be solely responsible for all costs associated with the operation, repair, maintenance and upkeep of the Boat.

G. The City may trade in the Boat at any point under the provisions of this Agreement for a new boat or similar upgrade without prior notice to DCFCA.

3. **DCFCA's Obligations.**

A. DCFCA affirms that it has full authority to transfer ownership of the Boat to the City and agrees to execute any documents reasonably required to complete the transfer of title, registration, and any other necessary filings.

B. DCFCA represents and warrants that, to the best of its knowledge, the Boat is free of all liens, claims, encumbrances, or other restrictions that would impair the City's ownership or use of the Boat.

C. DCFCA will not interfere with the City's use, storage, operation, maintenance, or deployment of the Boat once ownership is transferred.

D. DCFCA acknowledges that the City assumes no obligation to perform any services, provide any training, or furnish any equipment to DCFCA in connection with the transfer of the Boat, beyond the mutual aid responses described in this Agreement.

4. **Miscellaneous.**

A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The parties agree that any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the state or federal courts located in Dodge County, Wisconsin, and each Party hereby consents to the jurisdiction and venue of such courts.

B. **Municipal Immunity.** Nothing contained within this Agreement is intended to be a waiver or estoppel of City or its insurer to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

C. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect. The parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent of the parties.

D. **Authority to Execute.** Each Party represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement and that the persons executing this Agreement on its behalf are duly authorized to do so.

E. **Voluntary Agreement.** The Parties acknowledge that they have read this Agreement, understand its terms, have had the opportunity to consult with independent legal counsel of their own choice regarding this Agreement, and agree to be bound by its terms.

F. **Notices.** Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

FOR THE CITY:

City of Watertown
City Clerk
106 Jones Street
Watertown, WI 53094

With a copy to:

City of Watertown Fire Department
Fire Chief
621 Bernard Street
Watertown, WI 53094

FOR THE DCFCA:

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day, and year first written above.

CITY OF WATERTOWN

BY: _____
Robert Stocks, Mayor

BY: _____
Tanya Reynen, Fire Chief/Emergency Manager

DODGE COUNTY FIRE CHIEFS ASSOCIATION

BY: _____
Eric Howlett, Dodge County Fire Chiefs Association President

EXHIBIT A

Memorandum of Understanding (MOU)

Between

Dodge County Fire Departments (Host Agencies)

(Watertown Fire Department)

And

Dodge County Fire Chief's Association (DCFCA) (Boat Owner)

I. Purpose

This Memorandum of Understanding (MOU) establishes the terms and conditions under which the Dodge County Fire Departments (hereafter referred to as "Host Agencies") and the Dodge County Fire Chief's Association (hereafter referred to as "DCFCA") will collaborate for the storage, maintenance, and use of water rescue boats.

II. Parties Involved

Host Agencies: Select fire departments within Dodge County responsible for housing and deploying the water rescue boats.

DCFCA: The Dodge County Fire Chief's Association, the owner of the water rescue boats.

III. Responsibilities of DCFCA

Licensing: DCFCA shall ensure that all water rescue boats are properly licensed in accordance with state and federal regulations.

Insurance: DCFCA shall maintain comprehensive insurance coverage for the water rescue boats, including but not limited to liability, damage, and theft insurance.

Maintenance: DCFCA shall be responsible for the regular maintenance and necessary repairs of the water rescue boats to ensure they are in optimal working condition. This includes routine inspections and any required servicing.

IV. Responsibilities of Host Agencies

Storage: Host Agencies shall provide appropriate and secure storage facilities for the water rescue boats.

Fuel: Host Agencies shall be responsible for providing fuel for the operation of the water rescue boats.

Training: Host Agencies shall ensure that their personnel receive adequate training on the operation and deployment of the water rescue boats.

Staffing and Deployment: Host Agencies shall be responsible for staffing the water rescue boats with qualified personnel and deploying the boats when needed for water rescue emergencies.

Cross-Jurisdictional Use: The DCFCA and Host Agencies agree that the water rescue boats can be used for water emergencies outside of Dodge County. The DCFCA acknowledges this may result in periods of time where the boats are unavailable for emergencies within Dodge County.

V. Joint Responsibilities

Coordination: Both parties shall coordinate on the scheduling of maintenance, training exercises, and deployment strategies to ensure optimal readiness and efficiency.

Communication: Both parties shall maintain open and regular communication to address any issues or concerns related to the water rescue boats.

VI. Term and Termination

Term: This MOU shall become effective on the date of the last signature and shall remain in effect for a period of three (3) years, unless terminated earlier by either party.

For the **Dodge County Fire Chief's Association** (Owner)

President Eric Howlett: _____

Date: 9/22/24

This Memorandum of Understanding is hereby agreed to by the undersigned parties.

This MOU ensures a clear understanding and delineation of responsibilities between the Dodge County Fire Departments identified above and the Dodge County Fire Chief's Association, fostering a collaborative and efficient approach to water rescue operations.

EXHIBIT B

Make: 2017 SeaArk

Model: MV1872 SOM41167C717

Hours: 33.7

Registration #WS1248MH exp 2028

Date of Dodge County Chiefs Association Purchase: 1/28/2019 $29,062.65 Purchase Price