

Technical Rescue Service Contract

City of Waukesha Fire Department – City of Watertown Fire Department

This Agreement is executed pursuant to Wis. Stat. §66.0301 by and between the City of Waukesha, 201 Delafield Street, Waukesha, Wisconsin 53186, referred to herein as Waukesha; and the City of Watertown, 106 Jones Street, Watertown, Wisconsin 53094, referred to herein as Watertown. Together, Waukesha and Watertown are referred to herein as the Parties.

Recitals

Waukesha's Fire Department has equipment suitable for, and personnel trained for, the performance of certain technical-rescue operations. Waukesha's Fire Department is also capable of providing training in certain technical-rescue situations to other municipalities' emergency-services personnel.

Watertown wishes to contract with Waukesha to provide technical-rescue services within Watertown, and Waukesha is willing to provide such services, subject to the terms of this Contract.

Now, therefore, in consideration of the mutual promises contained herein, the Parties agree and contract as follows:

1. **Definition.** For purposes of this Contract, Technical Rescue Services means the provision of personnel, materials and equipment for rescue in incidents meeting the technician level as specified in NFPA 1670 Operations and Training for Technical Search and Rescue Incidents (2014 edition) chapters 5 (Rope Rescue), 6 (Structural Collapse Search and Rescue), 7 (Confined Space Search and Rescue) and 11 (Trench and Excavation Search and Rescue).
2. **Waukesha Obligations.** Waukesha shall provide Technical Rescue Services for Watertown, 24 hours per day, seven days per week, subject to all of the terms and conditions of this Contract. Personnel provided by Waukesha shall be trained to the Technician Level, and equipment provided by Waukesha shall be appropriate for the Technical Rescue Services requested by Watertown in Waukesha's sole discretion. Waukesha shall also provide to Watertown a 24-hour-per day Technical Rescue Help Line and on-site evaluations.
3. **Watertown Obligations.** Watertown shall provide personnel trained to the Technical Rescue Awareness Level to assist with incident operations, when its own needs allow.
4. **Request for Services Procedure.** Requests for Technical Rescue Services shall be made by Watertown's Incident Commander. Requests shall be made to the City of Waukesha Dispatch Center. Incident Commanders can request a technical rescue response through their normal mutual aid or MABAS procedures.

Waukesha is not obligated to accept calls for Technical Rescue Services from any persons other than Watertown command staff as described above. Waukesha shall have discretion to refuse calls from other persons.

5. **Availability of Services.** All of Waukesha's obligations stated in section 2 shall be subject to availability of personnel and equipment, determined in the sole discretion of Waukesha. Incidents within the City of Waukesha shall receive priority over obligations to Watertown under this Contract. Availability shall not be withheld by Waukesha unreasonably, and Waukesha shall honor its obligations to Watertown in good faith. Once on-site at an incident in response to a request from Watertown, Waukesha shall not leave the site until the Incident Commander has consented.
6. **Incident Command.** Watertown's Fire Department shall be the incident commander at all incidents to which City of Waukesha Fire Department provides Technical Rescue Services pursuant to this Contract; however, Waukesha shall have complete discretion and authority as to the provision of Technical Rescue Services.

7. **Term, Renewal, Early Termination.** This Contract shall be effective upon its complete execution, and its initial term shall be one year from its effective date. This Contract shall automatically renew for additional successive one-year renewal terms, unless notice of non-renewal is given by either party at least 30 days in advance of the expiration of the current term.
8. **Compensation.** Watertown shall compensate Waukesha for the expenses of providing personnel, materials and equipment for Technical Rescue Services, as follows:
 - a. **Annual Fee.** \$9,144.00, paid in advance upon the execution of this Contract and upon the commencement of each renewal term. If this Contract is terminated early by Waukesha as provided in section 7, a pro-rata refund of the Annual Fee shall be paid to Watertown.
 - b. **Per-Incident Fee.** A fee for each incident to which Waukesha provides Technical Rescue Services, determined by the type of services, personnel, materials, and equipment provided to Watertown for each incident, according to the Fee Schedule maintained by Waukesha. The Fee Schedule is attached as Schedule A. The Fee Schedule may be amended by Waukesha from time to time, in Waukesha's sole discretion, which shall be communicated by written notice to Watertown. The Incident Fee shall be invoiced to Watertown, and payments shall be due 30 days after invoice date. A late fee of 1% per month shall be paid by Watertown for all amounts remaining unpaid 60 days after invoice date. Documentation to support Incident Fee invoices shall be provided to Watertown on request.
9. **Responsibility for Personnel.** The Parties shall each retain responsibility for compensation of their own employees, contractors and agents. The Parties shall each retain responsibility for injuries to their respective employees, contractors and agents; and shall each maintain worker compensation insurance at a minimum of statutory requirements.
10. **Indemnification.** Each party shall be responsible for its own acts, errors, or omissions and for the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims and liabilities that are attributable to its own acts, errors, or omissions, or the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. §893.80 or any other protection available to the parties by law. This paragraph shall survive the termination or expiration of this Agreement.
11. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors, contracting pursuant to Wis. Stat. §66.0301. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
12. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stat. §893.80 or any other law.
13. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.

14. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.

15. **Notices.** All written notices required by this Contract shall be addressed as follows:

To Waukesha: Attention Chief
 City of Waukesha Fire Department
 130 W St Paul Ave
 Waukesha WI 53188

To Watertown: Attention City Clerk
 City of Watertown
 106 Jones Street
 PO Box 477
 Watertown, WI 53094-0477

and

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

16. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

17. **Integration.** This Contract constitutes the entire agreement of the Parties concerning the subject matter expressed herein. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable.

Executed as of the date of last signature below.

City of Waukesha

Shawn N. Reilly, Mayor

Date: _____

Katie Panella, Clerk-Treasurer

Date: _____

Robert N. Goplin, Chief, Waukesha Fire Department

Date: _____

City of Watertown

(sign above)
Print name: _____
Title: _____
Date: _____

(sign above)
Print name: _____
Title: _____
Date: _____

Schedule A

Waukesha Fire Department Technical Rescue Services Per-Incident Fee Schedule

Personnel

Hourly rate of on duty (straight time rate) and call back (overtime rate) personnel (includes fringe benefits)

Emergency Response – Actual time

Stand By – Minimum 2 hour charge

Materials

Supplies Used – Invoice price, including shipping and handling

Additional Equipment Used – Costs associated with repair or replacements

Specialized Equipment – Watertown responsible for purchase

Equipment

According to the current “Schedule of Equipment Rates” published by Federal Emergency Management Agency (FEMA)

Emergency Response – Actual time

Stand By – Minimum 2 hour charge

Administrative Fee

Flat rate – \$200.00