



Gregg A. Cleveland, Fire Chief
La Crosse Fire Department

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Serving La Crosse and Southwestern Wisconsin Quality Emergency Services Since 1896

**CITY OF LA CROSSE AND DAIRYLAND POWER COOPERATIVE
SERVICES AGREEMENT**

1. This agreement entered into on _____, 2017, between the Dairyland Power Cooperative and the City of La Crosse Fire Department to provide confined space and technical rescue services to Dairyland Power Cooperative's Genoa plant located in Genoa, WI. It is agreed that;

a. On request by an authorized representative of Dairyland Power Cooperative, the City of La Crosse Fire Department shall dispatch their technical rescue team and equipment, when available, to the Genoa Plant.

b. This agreement is not intended to relieve Dairyland Power Cooperative from responsibility under applicable state and federal rules, regulations, or laws for the safety and health of its employees, vendors, visitors, contractors, or other personnel who may be in or on the Genoa Power Plant property.

c. If the technical rescue team and equipment are not available, the City of La Crosse Fire Department shall immediately inform Dairyland Power Cooperative, if assistance cannot be rendered when requested.

d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(1) Any request for services under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by the La Crosse Fire Department.

(2) A representative of Dairyland Power Cooperative – Genoa Plant shall report to the officer in charge of the La Crosse Fire Department at the location to which the equipment is dispatched, and will be subject to the orders of the officer. It will be agreed upon that both agencies must utilize the National Incident Management System (NIMS) for the management of all emergencies.

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(3) The La Crosse Fire Department will be released by Dairyland Power Cooperative when the services of the La Crosse Fire Department are no longer required, or when the La Crosse Fire Department team and equipment is needed within the area which it normally provides fire protection and rescue services.

g. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of services under this agreement.

h. The chief fire officers of the fire department and personnel of Dairyland Power Cooperative – Genoa Plant as parties to this agreement are invited and encouraged to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct drills.

i. The technical heads of the fire department of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the City of La Crosse Fire Department and Dairyland Power Cooperative or their designees.

j. All equipment used by City of La Crosse Fire Department in carrying out this agreement will be controlled by the City of La Crosse Fire Department; and all personnel acting for City of La Crosse Fire Department under this agreement will be employees of City of La Crosse Fire Department.

k. All equipment used by Dairyland Power Cooperative in carrying out this agreement will be controlled by Dairyland Power Cooperative; and all personnel acting for Dairyland Power Cooperative under this agreement will be employees of Dairyland Power Cooperative.

l. Dairyland Power Cooperative agrees to compensate the La Crosse Fire Department \$5,000.00 per year for said agreement. Said payment will be due within 30 days of the execution of this

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agreement and within 30 days of its annual renewal as described in paragraph m below.

m. This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days' notice of said cancellation.

Dairyland Power Cooperative

Tim Kabat, Mayor
City of La Crosse

(Date)

(Date)

Dairyland Power Cooperative

Teri Lehrke
City Clerk
City of La Crosse

(Date)

(Date)

Dairyland Power Cooperative

Gregg A. Cleveland
Fire Chief
City of La Crosse

(Date)

(Date)