

INTERGOVERNMENTAL AGREEMENT

Fire Protection Services at Wittman Regional Airport

1. DATE. This Agreement is made and entered into this ____ day of _____, 2022, by and between the City of Oshkosh, and Winnebago County.

2. PURPOSE. The City and County enter into this Agreement for the following reasons:
 - a. Wisconsin Statutes, Section 66.0301, authorizes Intergovernmental Agreements between the City and the County for purposes of providing and receiving efficient and effective services benefitting the public; and
 - b. The mutual promises described in this Agreement will benefit the public, City, and County by providing efficient and effective fire protection services at the County-operated Wittman Regional Airport as well as the City's south side residents; and
 - c. The County's provision of a Fire Station structure and certain fire suppression equipment at Wittman Regional Airport that is staffed and operated by the City Fire Department will allow the County to comply with its legal obligations and objectives, while also allowing the City a location to allow fire protection coverage for the south side and other City residents and businesses of the City.

3. FIRE STATION. A structure currently exists at Wittman Regional Airport that has been, and will continue to be, used, maintained, and operated as a Fire Station serving Wittman Regional Airport, along with the City's south side and elsewhere when necessary. The Fire Station has been designated as City Fire Station 14. This Fire Station and its operation is the basis for activities and obligations described in this Agreement.
 - a. This Fire Station has been and continues to be designated as City Fire Station 14. Fire Station 14 as operated by the City will serve the unique aviation fire suppression, rescue, and assistance scenarios occurring both within and outside of the Airport property, as well as serving the City's south side and elsewhere when needed with the City's standard fire suppression, rescue, and assistance activities, including those activities occurring within the Airport property.
 - b. The County will provide and maintain a Fire Station structure as well as all appurtenances needed by the City pursuant to its duties to provide aircraft rescue and firefighting services at Wittman Regional Airport at 2050 Knapp St Oshkosh, WI 54902. The County shall bear the cost for providing and maintaining a safe, efficient, complete, and suitable fire station structure with input and approval from the City. The Fire Station structure shall be maintained

in a condition that considers the safe, efficient, and effective operation by the City.

- c. The City will provide at its cost staffing and operational expertise at the Fire Station for its Airport-related tasks and City's other public activities based from the fire station.
 - d. The parties understand that the City will be using the Fire Station to respond to calls related to the Airport, as well as other areas in the City. In the event an incident occurs at the Airport while City personnel are at a separate call, the City will use its judgment in determining a response to any particular incident based on its normal assessment of the severity of each situation.
4. APPARATUS AND EQUIPMENT. The responsibilities for Fire Station equipment shall be as follows:
- a. The County's obligations:
 - i. The County will, at its own expense, provide and equip the Fire Station with Aircraft Rescue and Fire Fighting (ARFF) equipment the County is required to have at Wittman Regional Airport to satisfy the requirements of Part 139, Title 14 of the Code of Federal Regulations, applicable National Fire Protection Association (NFPA) standards or is required by the Airport Director with input from the Fire Chief or their designee.
 - ii. The County will provide, at its own expense, ARFF vehicle(s) for the Fire Station. Said vehicle(s) may be used for emergencies within the Airport property or in major off-airport property emergencies. In either case, the emergency must require a foam agent and, in the judgment of the Fire Chief or their designee, such major emergency exceeds the City's regular and on-call equipment capabilities. However, such ARFF use is subject to the following conditions and limitations:
 - 1. Petrochemical type of fire requiring foam capacity above the capacity of the City Fire Department.
 - 2. County ARFF vehicles will be the last unit on the call list.
 - 3. The Fire Chief or their designee will notify the Airport Director of the need to use the County ARFF vehicles at the earliest practical time.

4. The City Fire Department shall provide the Airport Director with a written report describing the emergency and all actions involving airport firefighting resources within twenty-four (24) hours of use of the ARFF vehicles.

b. The City's obligations:

- i. The City will, at its own expense, provide and equip the fire station with whatever structural firefighting and rescue equipment deemed necessary by the City.
- ii. City agrees to replace, at its own expense, any County-owned extinguishing agent, fuel and the like used by City from County owned firefighting and rescue equipment, when the use is caused by the City's response to a City fire call. The County may request verification of these costs through the Fire Department's Record Management System or the Duty Chief's Daily Summary Report. Replacement must be the earliest possible opportunity so as to insure that County owned firefighting and rescue equipment will not be out of service and available for use at the Airport property. County agrees to replace any City owned extinguishing agent, fuel and the like expended by the City in response to an Airport-related fire call, whether or not the fire call is on or off Airport property. Each party agrees to comply with all rules and regulations related to the use of hazardous substances including, for example, the reporting requirements of NR292.11. If either party files any reports related to hazardous substances, the reporting party agrees to notify the other of such report. If there are questions regarding which party has responsibility for reporting, the parties agree to cooperate to ensure compliance with all applicable rules and regulations.

- c. Reporting. The parties will work collaboratively to ensure that reports required by law, including but not limited to PFAS, are timely and properly filed.

5. COSTS. The costs of operating the fire station shall be broken down as follows:

- a. The County will pay for the items and activities it is responsible for as noted in this Agreement.
- b. The City will pay for the items and activities it is responsible for as noted in this Agreement.
- c. The City will not be responsible for any rental, insurance, utility service fees, or permitting or licensing, or any other similar fees or costs, for the fire station or

equipment provided by the County, except as otherwise specifically noted. Similarly, the County will not be responsible for reimbursing the City for its actions related to staffing and operating the fire station, except as otherwise specifically noted.

- d. Those persons the City staffs the Fire Station with will be City employees with the City being responsible for all costs attributable to these employees.
 - e. The Fire Station and its appurtenances, and the real property upon which the Fire Station sets, and the surrounding real property is owned by the County, with the County being responsible for all costs and actions attributable to or required as part of being the property owner.
 - f. The City is responsible for providing its own office equipment necessary to operate activities at the Fire Station. This includes things like televisions, telephones, fitness equipment, computers, and copiers/scanners.
 - g. The County will pay for all utilities necessary to operate the said fire station to include heat, light, sewer, water, internet, and telephone charges.
 - h. The City shall submit an annual invoice to the County for reimbursement of which will normally include cleaning supplies, but may also include other expenses that are otherwise the County's obligation. The County shall reimburse the City within thirty (30) days. For any large or unusual expenses, including any single item costing in excess of \$1000.00, for which the City expects reimbursement, the City will be expected to notify the County in advance before purchasing such items.
6. INSURANCE. Insurance coverage shall be as follows:
- a. The County will bear the cost of providing fire insurance on the Fire Station structure and all contents therein. The coverage of contents owned and / or operated by the City is broad and includes, for example, larger items such as the fire trucks and equipment. The County will provide public liability and other insurance necessary to protect the County's interests with regard to the said Fire Station.
 - b. The City will bear the cost of providing workmen's compensation insurance coverage for City employees engaged in activities on Wittman Regional Airport as well as liability coverage for any negligent or malicious actions for which the City may be liable.

7. TRAINING EXERCISES. With advance notice to, and agreement of, the Airport Director, the City will be able to conduct training exercises and drills on the Airport property, provided the Airport Director is given advanced notice and they approve the training and/or drills. While understanding the Airport Director's obligation to ensure the safety of Airport operations, such requests shall not be unreasonably denied. Exercises and drills may include, but are not limited to, topics such aircraft rescue firefighting, driver operations, multi-casualty accidents, or other subjects that enhance the operational efficiency of the City.
8. SNOW REMOVAL. The County agrees to remove the snow from all the roads, driveways, and surfaces on Wittman Regional Airport property, including those areas around the Fire Station, that are necessary to provide efficient ingress to and egress from the Fire Station.
9. STAFFING. The City agrees to provide properly trained personnel at its own expense to effectively operate the County-owned firefighting and rescue equipment located in the fire station on Wittman Regional Airport property. Properly trained personnel is defined as one (1) firefighting company providing 24 hours of coverage per day consisting of three (3) fire department personnel utilizing a three platoon schedule for a total of (9) fire department personnel. Any additional firefighting personnel required by Winnebago County shall be at the expense of the County.
10. TERM. The term of this Agreement shall be for one calendar year, beginning on the date identified above. The Agreement will renew thereafter for subsequent yearly renewal terms. The maximum number of renewal periods is nine (9), for a potential overall length of this agreement of ten (10) years. The Agreement will automatically renew unless either party provides the other with a written notice of non-renewal no less than six (6) months before the renewal date. The City agrees to remove its property from the fire station and airport property on or before the date this Agreement is terminated or expires, unless other arrangements are mutually agreed upon by the parties.
11. TERMINATION. Both parties fully intend to work reasonably and collaboratively to carry out the important public safety tasks described in this Agreement.
 - a. In the event either party believes the other is or may be failing to comply with any material obligation required by this Agreement, then written notice shall be given describing the material obligation and the party's failure to comply with that obligation. The notice shall include a written description of the actions necessary to remedy any compliance issues.
 - b. If the compliance issue is not remedied within fifteen (15) calendar days, or within a time period otherwise agreed to by the parties, then the alleging party

may declare a material breach and declare through a written notice the termination of the Agreement after a second fifteen (15) day period.

- c. Both parties agree to participate in ongoing communications to address concerns in advance of their reaching the level of becoming a potential material breach of this Agreement.
- d. Upon termination, each party shall continue to be obligated to the other for payment or reimbursement of all expenses or costs subject to reimbursement by the other party.

IN WITNESS WHEREOF, the County and City have hereunto set their hands on the date first above written.

Date: _____

WINNEBAGO COUNTY

By: _____
Jonathan Doemel, County Executive

By: _____
Sue Ertmer, County Clerk

By: _____
Jim Schell, Airport Director

Approved as to form:

Mary Anne Mueller, Corporation Counsel

Date: _____

CITY OF OSHKOSH

By: _____
Mark A. Rohloff, City Manager

By: _____
Jessi Balcom, City Clerk

Approved as to form:

Lynn A. Lorensen, City Attorney