

**Memorandum of Understanding
For the Purpose of Waupaca County Sheriff Department
Patrolling the Chain O'Lakes
In the Towns of Farmington and Dayton**

This Memorandum of Understanding is hereby entered into by and between the Town of Farmington ("Farmington"), the Town of Dayton ("Dayton"), Waupaca County and the Waupaca County Sheriff Department ("County Sheriff")

WHEREAS, County Sheriff has a water patrol unit operating on the Chain O'Lakes in the Town of Farmington and Dayton, and

WHEREAS, the water safety patrol unit was created for the purpose of enforcing ss.30.50 to 30.80 Wis. Stats, and the rules promulgated and ordinances enacted thereunder, and

WHEREAS, the parties to this agreement have applied for state aids for this enforcement under ss.30.79 Wis Stats.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. **Property:** The Towns agree to permit the County Sheriff to use the following property which is owned by Farmington and Dayton to achieve the goals of this agreements: 2 boats with motors, trailers and 2 shore stations with canopies.
2. **Storage:** The boats and related equipment shall be stored in the pole building at the Farmington Town Hall in the off season, at no cost to Town of Dayton.
3. **Area to be Patrolled:** Area includes all of the Farmington and Dayton Chain O'Lakes. County Sheriff agrees to comply with all Department of Natural Resource requirements and guidelines for a water safety patrol.
4. **Requirements of Farmington and Dayton:** The boats and related equipment shall be taken in to an established marina for servicing by the County Sheriff with the cost paid by Farmington (62%) and Dayton (38%) Farmington and Dayton will be responsible for the placement of the buoys on the lakes, for the payment of the gasoline and oil for the motors for the MOU with the Wisconsin DVA for mooring on George Lake and wages incurred by the water safety patrol personnel.

5. Requirements of County Sheriff: County Sheriff shall be responsible for any safety equipment as required by state law, including, but not limited to, life preservers, police radios, signage, stun guns, boat side buoys, rope, etc. The County Sheriff agrees to reimburse Farmington and Dayton a percentage of state aids they receive for local water safety enforcement

6. Grant Application: On all grant applications and related paperwork. the safety patrol name or patrol unit shall be: *Waupaca County Sheriff's Office and Towns of Farmington and Dayton Water Patrol.*

7. Insurance: Farmington and Dayton agree to make sure that their respective general liability and property damage insurance covers their operation/property under this agreement. All parties agree, upon request, to provide the other with written proof of insurance.

8. Agreement Renewal: This agreement shall renew from year to year unless either party serves on the other a notice of intent not to renew agreement at least 30 days prior to the end of the year. This agreement can be amended/revised as needed.

9. Representations: All parties who sign this agreement stipulate that their respective governmental bodies have approved this agreement and authorized them to sign.

Date 3-30-2021

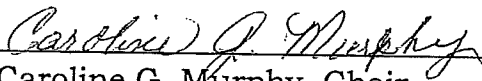
Waupaca County Sheriff Department



Timothy R. Wilz, Sheriff

Date 3/29/21


Town of Farmington



Caroline G. Murphy, Chair

Date 3/29/21

Town of Dayton



John Miller, Chair