

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TOWN OF FARMINGTON, TOWN OF DAYTON  
AND  
THE WAUPACA SHERIFF'S DEPARTMENT  
AND  
WISCONSIN DEPARTMENT OF VETERANS AFFAIRS<sup>1</sup>**

**1. PARTIES**

**1.01** The Town of Farmington, Town of Dayton (hereinafter referred to as Towns), the Waupaca Sheriff's Department (hereinafter referred to as Sheriff) and Wisconsin Department of Veterans Affairs Veteran's Affairs (hereinafter referred to as DVA) do hereby enter into an agreement with the following terms and conditions; to wit:

**2. PURPOSE**

**2.01** The purpose of this Memorandum of Understanding (MOU) is to;

**2.01.1** Allow Towns and Sheriff to moor two (2) patrol boats belonging to the Towns at the dock located on Lake George in the grounds of the Wisconsin Veterans Home (WHV) at King located in Waupaca County as part of their law enforcement services in Rainbow Lake and other adjacent water bodies.

**2.01.2** Allow Towns to install two (2) shore stations at the dock located on Lake George in the grounds of the Wisconsin Veterans Home (WHV) at King located in Waupaca County as part of their law enforcement services in Rainbow Lake and other adjacent water bodies.

**2.02** In addition to the use of the dock at Lake George, DVA will also designate and allow Towns and Sheriff the use of a parking space located in the proximity of the dock located on Lake George during the performance of this MOU.

**2.03** In addition to the aforementioned, DVA will also allow Towns and Sheriff access to bathroom facilities adjacent to the dock in the King Fisher Building and the storage building for locker use located at Lake George during the performance of this MOU.

**3. TERM**

**3.01** This MOU shall commence on signing of this document and run for a period of ten (10) years with two five (5) years renewal options unless revised by further written agreement between the parties.

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<sup>1</sup> This document was drafted by Attorney Micabil Diaz-Martinez, WDVA Assistant Chief Legal Counsel

**3.02** This MOU may be terminated by either party upon giving sixty (60) days prior written notice to the other party in accordance with Section 9 of this MOU.

#### **4. COMPENSATION**

**4.01** No compensation will be necessary for the execution of this MOU.

#### **5. SUBCONTRACTING OR ASSIGNMENT**

**5.01** Towns and Sheriff shall not assign or subcontract all or any part of this MOU.

#### **6. APPLICABLE LAW**

**6.01** This agreement shall be governed under the laws of the State of Wisconsin. Both parties shall at all times comply with and observe all federal and state laws, local laws, ordinances, DVA's rules and regulations which are in effect during the period of this agreement and which in any manner affect the work or its conduct.

#### **7. INDEMNIFICATION**

**7.01** The parties agree that as related to this agreement, any loss or expense by reason of liability imposed by law upon either party for damages shall be allocated to the parties as determined by the Bureau of Risk Management of the Department of Administration with the intent that DVA the WVH, the Board of Veterans Affairs and their officers, agents and employees will not be responsible for loss, costs, or damages sustained, resulting from and directly connected to the use of the above dock and associated building facilities, except as such liability is caused by the DVA, the WVH, the Board of Veterans Affairs or any of their officers, agents and employees.

#### **8. ADDITIONAL CONDITIONS**

**8.01** The dock on Lake George shall only be used by Towns and Sheriff's assigned personnel with Towns and County issued equipment and only when on duty.

**8.02** Towns and Sheriff shall be responsible for general upkeep and maintenance of its equipment during the use of the dock and associated building facilities. If there is a need for removal of any Towns or Sheriff's equipment from the dock area due to a mechanical failure, Towns or Sheriff shall bear the costs of removal.

**8.03** Towns and Sheriff shall be responsible for the cleanliness of the dock and shoreline area adjacent to the boat launch area while using the dock on Lake George.

**8.04** Installation, maintenance, upkeep, of the shore stations to include any associated cost shall be the sole responsibility of Towns.

**8.05** Operation of the dock and shore stations on Lake George by Town and Sheriff personnel shall only occur from Memorial Day weekend to Labor Day weekend each year during the duration of this MOU.

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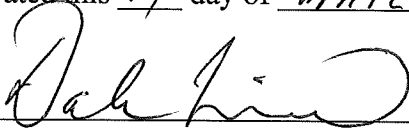






12.02 Should any section, clause or provision of this MOU be found to be unenforceable, all other sections, clauses or provisions shall remain in full force and effect.

Dated this 14 day of MARCH 2011.

  
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Dale Trinrud  
Town Chair, Town of Farmington

Dated this \_\_\_\_ day of \_\_\_\_\_ 2011.

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Jim Peglow  
Town Chair, Town of Dayton

Dated this \_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Brad Hardel  
Sheriff, Waupaca County Sheriff Department

Dated this \_\_\_\_ day of \_\_\_\_\_ 2011.

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Donna Williams  
DVA, Deputy Secretary



Acting Commandant, Jackie Moore  
Wisconsin Veterans Home – King

January 17, 2011

The Towns of Farmington and Dayton are the Waupaca County local governmental units providing for the health, safety and general welfare of their residents under Chpt. 60, Wis.Stats. The Towns provide the equipment and services used by the Waupaca County Sheriff Department for the protection of the public using the Chain O'Lakes. The Towns have provided two boats and accompanying shorestations for the sheriff department's use.

In the past, the two boats and shorestations were housed at the residence of Donald Fabricius, former chairman for the Town of Farmington. Since his death, and the death of his wife, his two children have put the property up for sale and feel it is not in their best interest to provide dock space for the boats and shorestations.

The Towns are requesting permission to have the two boats and shorestations moored at the dock belonging to the Wisconsin Veterans Home-King on Lake George in front of the King Fisher building. (Location picture enclosed.)

Because of WVH-K being an open campus, a law presence in the area would provide safety measures for people mooring at Government Island in the Rainbow Lake channel to Lake George. The sheriff personnel would need parking designated for them and key access to the bathroom and storage shed locker next to the King Fisher building.

The water patrol operates from Memorial Day through Labor Day each year, with hours scheduled by the Waupaca County Sheriff Department.

The boats and shorestations are removed after Labor Day and put out before Memorial Day at the Towns expense.

The Town of Farmington holds an insurance policy covering the water patrol boats, motors, shorestations, watercraft and law enforcement liability, payable 60% by Farmington, 40% by Dayton. (Copy is enclosed).  
No compensation would be necessary by either party for this agreement.

Should you have any questions, please contact Caroline Murphy, Supervisor, Town of Farmington at 715-258-2852 or [cgmurphy@charter.net](mailto:cgmurphy@charter.net).

Dale Trinrud,  
Chairman, Town of Farmington

