

# **MEMORANDUM OF UNDERSTANDING**

## **FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD PREPARATION VEHICLE INSPECTION PROGRAM**

### **I. THE PARTIES**

- 1.01 The Appleton Fire Department, doing business at 700 North Drew Street, Appleton, WI 54911 (“AFD”).
- 1.02 The Grand Chute Fire Department, doing business at 2250 Grand Chute Boulevard, Grand Chute, WI 54913 (“GCFD”).

### **II. THE RECITALS**

#### ***WHEREAS,***

- 2.01 The Parties each routinely inspect mobile food preparation vehicles (“MFPV” or “food trucks”) for compliance with applicable fire codes.
- 2.02 The Parties intend to join in a cooperative effort to increase the overall safety of food trucks in the Fox Valley area.
- 2.03 The Parties desire to improve effectiveness and efficiency of food truck Fire Code inspections (“Inspection”) by granting reciprocity for permitted food trucks between the respective fire departments.
- 2.04 The parties intend to formalize the reciprocal permitting relationship through this Memorandum of Understanding (“Agreement”).
- 2.05 The parties intend to increase the number of agencies participating in this reciprocal relationship over time.

### **III. THE AGREEMENT**

#### ***NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:***

- 3.01 The Recitals are hereby made a part of the Agreement.
- 3.02 AFD will create decals to be applied to food trucks that pass Inspection by any agency participating (“Participating Agency”) in this Program. AFD will provide the decals to


all agencies participating in this Program.

- 3.03 The cost of the decals may be spread to Participating Agencies at the discretion of AFD.
- 3.04 AFD will create and regularly update a MFPV inspection policy for the minimum applicable standards to be followed by inspectors. Parties will follow the attached and incorporated Mobile Food Preparation Vehicle Inspection Policy. This policy may be updated from time to time with copies provided to the Parties. The Parties agree to follow the most up to date Policy upon receipt.
- 3.05 GCDF will maintain and manage all records of inspected food trucks for all Participating Agencies.
- 3.06 The cost of inspections records management may be spread to Participating Agencies at the discretion of GCDF.
- 3.07 All inspections must be done by a State of Wisconsin Certified Fire Inspector.
- 3.08 Any food truck permitted by any party to this Agreement will be deemed to have passed an initial inspection by every Party to this Agreement without a subsequent inspection. Subsequent inspections may be performed at the discretion of each Party to verify continued compliance.
- 3.09 Additional agencies can be added to this agreement via an Addendum signed by their respective fire chief. Additional agencies will become a Participating Agency upon receipt of the signed Addendum by all other Participating Agencies.
- 3.10 Severability. In the event that any part of this agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist.
- 3.11 Termination.
  - 3.11.1 This Agreement will terminate on January 1, 2029.
  - 3.11.2 Any Party can terminate their participation in this Program under this Agreement for any reason upon thirty (30) days' written notice to all other Parties to this Agreement.
- 3.12 This Agreement may be revised or amended at any time by mutual written agreement of all Parties to this Agreement.

3.13 Venue and choice of law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Wisconsin, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply. Venue shall be in Outagamie County, Wisconsin.

3.14 Indemnification. Each Party to this Agreement agrees to indemnify, defend, and hold harmless every other Party and their respective officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses, and costs, including attorney's fees, arising out of the activities performed under this Agreement, to the extent caused in whole or in part by any negligent act or omission of the indemnifying party or its employees, except where caused by the sole negligence or willful misconduct of the indemnified party.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed on the day and year of the last signature below.

  
Steve Denzien, Fire Chief

**GRAND CHUTE FIRE DEPARTMENT**

8-5-2025  
Date

Approved as to form:

  
Printed Name: Andrew Rossmeyer  
Attorney, Town of Grand Chute

**APPLETON FIRE DEPARTMENT**

\_\_\_\_\_  
Jeremy Hansen, Fire Chief

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Christopher R. Behrens, City Attorney

CityLaw: A25-0207 | dg



**EXAMPLE**  
**ADDENDUM TO MEMORANDUM OF UNDERSTANDING**  
**FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD**  
**PREPARATION VEHICLE INSPECTION PROGRAM**

**I. ADDITIONAL PARTICIPATING AGENCY**

- 1.01 [Participating Agency name], doing business at [insert address] (“[insert abbreviation]”).

**II. RECITALS**

**WHEREAS,**

- 2.01 The Appleton Fire Department (“AFD”) and Grand Chute Fire Department (“GCFD”) created the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program (“Program”) to create a cooperative program to increase overall safety of mobile food preparation vehicles by allowing for a more uniform inspection process for Participating Agencies.
- 2.02 The Program allows for additional agencies to join by executing this Addendum to the Memorandum of Understanding for the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program (“MOU”) and providing notice to all other agencies that have joined the Program (“Participating Agencies”). Notice shall include a copy of this signed Addendum.
- 2.03 [agency abbreviation] intends to join the Program.

**III. THE AGREEMENT**

- 3.01 The Recitals are hereby made a part of the Agreement.
- 3.02 [agency abbreviation] hereby joins the Program and binds itself to all terms, covenants, and conditions contained in the MOU, effective upon latest date of receipt of notice to all Participating Agencies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, [agency abbreviation] have caused this instrument to be executed on the day and year of the last signature below.

**[PARTICIPATING AGENCY NAME], FIRE DEPARTMENT**

\_\_\_\_\_  
[Participating Agency name], Fire Chief

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Attorney, [Participating Agency/municipality name],