

**AMENDMENT to  
MEMORANDUM OF UNDERSTANDING FOR  
AGREEMENT FOR AUTOMATIC ASSISTANCE  
between the cities of  
NEENAH and MENASHA and APPLETON**

**I. THE PARTIES**

- 1.01 Appleton Fire Department, with offices at 700 North Drew Street, Appleton, Wisconsin 54911 (“AFD”)
- 1.02 Neenah Menasha Fire Rescue, with offices at 1254 East Columbian Avenue, Neenah, Wisconsin 54956 (“NMFR”).

**II. THE RECITALS**

- 2.01 AFD and NMFR entered into an agreement for automatic assistance with an effective date of June 1, 2011.
- 2.02 The Chiefs of AFD and NMFR entered into a memorandum of understanding for the agreement for automatic assistance with an effective date of May 10, 2012.
- 2.03 AFD and NMFR mutually agree to continue this agreement for the mutual benefit of all communities.

**III. THE AGREEMENT**

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

The Recitals are hereby made a part of the Agreement.

- 3.01 The following section shall be **struck and removed** from the memorandum of understanding:

**Emergency Medical Services (EMS) (E Edward Incidents) First Responder:**

- A. NMFR will provide the following to the City of Appleton:

(1) One Engine staffed with a minimum of three qualified firefighters –  
***(Area as defined on attached map.)***

B. City of Appleton will provide the following to NMFR:

(1) One Engine staffed with a minimum of three qualified firefighters –  
**(Area as defined on attached map.)**

3.02 All other previously agreed upon terms and conditions remain unchanged.

#### IV. MISCELLANEOUS

4.01 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.

4.02 This Agreement may be executed in several counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

4.03 This Agreement may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.

**IN WITNESS WHEREOF**, the parties have caused the forgoing instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

#### City of Appleton

By: \_\_\_\_\_  
Jacob A. Woodford, Mayor

Attest: \_\_\_\_\_  
Kami Lynch, City Clerk

Approved as to form:

*Appleton Fire Department*

\_\_\_\_\_  
Christopher R. Behrens, City Attorney  
CL: A22-0078

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

**City of Neenah**

By: \_\_\_\_\_  
Dean R. Kaufert, Mayor

Attest: \_\_\_\_\_  
Charlotte Nagel, City Clerk

Approved as to form:

*Neenah Menasha Fire Rescue*

\_\_\_\_\_  
Adam J. Westbrook, City Attorney

\_\_\_\_\_  
Kevin Kloehn, Fire Chief

**City of Menasha**

By: \_\_\_\_\_  
Donald Merkes, Mayor

Attest: \_\_\_\_\_  
Haley Krautkramer, City Clerk

Approved as to form:

\_\_\_\_\_  
Pamela Captain, City Attorney