

SHEBOYGAN COUNTY RESOLUTION NO. 15 (2010/2011)

Re: **Authorizing Director of Emergency Management to Enter Into Mutual Aid Agreement with Other Emergency Management Offices**

WHEREAS, emergency circumstances may arise from time to time in which the Sheboygan County Director of Emergency Management may need assistance from Emergency Management offices from other counties or where other Emergency Management offices may need assistance from the Sheboygan County's Emergency Management office, and

WHEREAS, it would be prudent to allow the Sheboygan County Director of Emergency Management to provide mutual aid to other counties or to receive mutual aid from other counties under the terms of a proposed Mutual Aid Agreement in the form set forth as attached hereto, and

WHEREAS, Sheboygan County is allowed to enter into such mutual aid agreements pursuant to Wis. Stat. §§ 59.03, 59.04, 66.0301, 66.0314, and 166.30;

NOW, THEREFORE, BE IT RESOLVED that the Sheboygan County Director of Emergency Management is authorized to enter into one or more mutual aid agreements with other counties as the Director deems appropriate based on the terms of aid in the form set forth as attached hereto.

BE IT FURTHER RESOLVED that the Chairperson, Clerk, and Director of Emergency Management are directed and authorized to execute such agreements on behalf of Sheboygan County.

Respectfully submitted this 20th of July, 2010.

LAW COMMITTEE

Brian C. Hoffmann
Brian C. Hoffmann, Chairperson

Thomas Wegner, Secretary

Thomas V. Epping
Thomas V. Epping, Vice-Chairperson

George Marthenze
George Marthenze

Mark Winkel
Mark Winkel

ECWMAC
East Central Wisconsin Mutual Aid Compact
For
County Emergency Management Assistance

This Mutual Aid Agreement is made and entered into this _____ day of _____ 200_ by and between the participating Counties within the East Central Wisconsin Emergency Management Region (Brown, Calumet, Dodge, Door, Fond du Lac, Green Lake, Kewaunee, Manitowoc, Marquette, Outagamie, Sheboygan, Waupaca, Waushara, Winnebago) as authorized by their respective governing bodies.

WHEREAS, emergencies involving natural disasters and/or technological incidents will arise within the boundaries of Counties located in the East Central Wisconsin Emergency Management Region, which may require additional assistance beyond each county's own resources; and

WHEREAS, the training and/or expertise of Emergency Management staff personnel throughout the East Central Wisconsin Emergency Management Region could be requested to assist in dealing with natural disasters and/or technological incidents within the geographical boundaries of the East Central Wisconsin Emergency Management Region; and

WHEREAS, the parties recognize that natural disasters and/or technological incidents can more effectively be handled by pooling of human resources; and

WHEREAS, the parties have authority to enter into this Mutual Aid Agreement pursuant to Sections 59.03, 59.04, 66.0301, 66.0313, 66.0314, and 166.30 of the Wisconsin State Statutes.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. The parties agree to use their best efforts to ensure the public safety and protect the citizens within the confines of the geographical jurisdictions of the respective parties.
2. The duration of this agreement shall be a one-year period; the Agreement shall automatically be renewed on a year-to-year basis. Any of the parties may terminate this Agreement by providing at least ninety (90) days written notice of said intent to terminate participation in the Agreement to all other parties to the Agreement.
3. No separate legal entity will be created by this Agreement.
4. The power to make a request for assistance or to provide assistance under this Agreement shall reside in the Emergency Management Department of each respective county.
5. It is expressly understood and agreed by the parties hereto that the rendering of assistance under the terms of this Agreement shall not be mandatory, and shall be within the sole discretion of the party receiving the request. Assistance may be refused, and assistance which is being provided may be terminated at any time, within the sole discretion of the party receiving the request. In situations where the responding Emergency Management staff personnel are unable to furnish the requested assistance they will notify the requesting County as soon as practicable that assistance will not be rendered. No county may make any claim whatsoever against the requested County for refusal of assistance.
6. All personnel acting for a member under this agreement shall, at all times, remain an employee of the person's own county. Emergency Management Staff provided under this agreement shall be at no charge to the requesting County. However, any expenses incurred by the assisting County recoverable from third parties, responsible parties or State and Federal disaster assistance funds shall be reimbursed to the assisting County.

7. In case of an incident, Emergency Management staff personnel will operate under the established command structure of the requesting County.
8. During the term of this agreement, each county shall maintain the following General Liability Insurance coverage's: \$1,000,000 bodily injury and \$1,000,000 property damage. Each county shall immediately upon execution of this contract, provide each other with a certificate evidencing such insurance. In the event that any county receives notification of cancellation of such policy, said county shall immediately notify all other participating counties of such notice. In the event that any county has its policy cancelled, each of the other counties may, by written notice terminate this agreement.
9. No party operating under the terms of this Agreement shall discriminate against any individual because of race, color, religion, sex, age, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability, status as a veteran of the Vietnam era, or any other legally protected status in any manner, prohibited by the laws of the State of Wisconsin or the laws of the United States.

Survival: The terms and conditions of this Agreement shall survive completion of the services under this Agreement or any termination of this Agreement.

Waiver: A waiver by any party of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement for being void should a provision which is of the essence of this Agreement be determined void.

Integration: This Agreement, including issued Task Orders (and their respective attachments, if any), represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Assignment: No party shall assign any rights or duties under the Agreement without the prior written consent of the other parties. Unless otherwise stated in written consent to an assignment, no assignment will release or discharge the assignor from any obligation under the Agreement.

No Construction Against Any Party: This Agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against any party.

Multiple Originals: This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

Captions: The parties agree, that in the contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

No Partnership or Joint Venture: This contract shall not in any way be deemed to create a partnership or joint venture between the parties of the Agreement.

Statutory Protections: It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the parties

of any immunity, liability limitation or other protection available to them under any applicable statute or other law. To the extent that any provision of this contract is found by any court or competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the party shall apply unless the party elects otherwise.

Compliance with Laws: The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.