

RESOLUTION 2010-3

BI-LATERAL MUTUAL AID AND COLLABORATION AGREEMENT VILLAGE OF HOBART AND VILLAGE OF HOWARD

This Agreement is made and entered into as of February 25, 2010 by and between such parties as are signatories hereto.

WHEREAS, Wis. Stats. §66.0301 authorizes municipalities to contract and cooperate with one another for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, the Parties have determined that it is in their individual and mutual best interests to enter into this Agreement to secure the benefits by associating with each other to provide various operational services, lending of equipment or performance of certain non-recurring administrative and support duties, which can include agreed upon services, support or equipment; **EXCEPT FOR** Fire, Rescue and EMS **Mutual Aid** services which shall be governed by the Mutual Aid Box Alarm (MABAS) agreement.

NOW THEREFORE, upon the mutual promises contained herein, and upon such other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1 PURPOSE

The purpose of this Agreement is to enhance the provision of fire protection services, rescue, emergency medical or other emergency services between the Parties. The Parties acknowledge that greater protection can be secured through their joint and mutual cooperation. The Parties agree that in the event such cooperation results in the sharing or joint ownership of equipment or personnel, that a cost sharing or funding approach will be mutually agreed upon, in writing, by and between the parties involved.

2 AUTHORIZATION TO EFFECT MUTUAL AID

The following activities are hereby expressly authorized under this Agreement. However, this Agreement is intended to be liberally interpreted to include other services, activities or operations that are currently provided or which may be provided in the future.

The Fire Chief may take all actions lawful and necessary to implement collaboration of operational services and sharing of non-recurring administrative and support services.

The Fire Chief may, with the approval of the Village Administrator or Chief Elected Official in the absence of the Administrator, may enter into negotiations with the Howard Fire Chief, or Village designee, Collaborative efforts pertaining to ongoing administrative and ongoing support

may be executed in a Memo of Understanding (MOU) subject to the approval of the Elected Bodies of the respective Villages.

Personnel and Equipment. Equipment and personnel may be used collaboratively as follows:

Personnel. Personnel utilized during operational and non-recurring administrative and support functions shall remain employees of the respective Parties. Personnel shall report for direction and assignment during such function to the Fire Chief or designee in charge of the function. The Chief Elected Official authorizes the Fire Chief to delegate any and all authorities as required to implement the utilization of personnel under this Agreement.

Equipment. Equipment shall remain the property of the respective parties.

Collaborative Purchasing. The Hobart Fire Chief, with the approval of the Hobart Village Administrator or the Village Board, shall be authorized to collaboratively purchase materials, equipment and services with the Village of Howard when said collaborative purchases are deemed to be financially beneficial to the taxpayers of the respective communities, contingent upon mutual approval by Howard's Executive Director of Public Safety Services.

Compensation

Except as provided herein, no compensation or other consideration shall be exchanged between the parties for the use of personnel or equipment of another party for operational and non-recurring administrative and support functions. However, if one party requests the other party enter into an MOU regarding payment of compensation for such personnel or equipment and the other party refuses to do so, the party seeking the MOU may refuse to provide the requested personnel or equipment. This paragraph is not intended to cover requests for reimbursement for consumables used or reimbursement for damage to equipment. Nothing herein shall operate to bar recovery of funds from any state, private or federal agency.

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INSURANCE REQUIREMENTS

Each party shall maintain insurance coverage during its participation in this Agreement, as follows:

Each party shall procure, at its own expense, Workers Compensation insurance with a reliable insurance company satisfactory to the other participating party covering full statutory liability for injuries sustained by any of the agency or municipal employees under the Workers Compensation Act of the state Wisconsin, and shall maintain such compensation insurance in full force and effect at all times while this Agreement shall remain in force and not fully performed on its part. Public Liability insurance shall be carried with companies and coverage satisfactory to the participating party(ies), and shall

include Automobile Liability (including all owned, non-owned, and hired vehicles); and shall name the other participating party as an additional insured. Where required the party(ies) shall maintain other coverages such as Aviation, USL&H, Jones Act, Contractors Pollution Liability coverage, Errors and Omissions coverage with minimum limits set forth below. Minimum aggregate and occurrence coverage for the above-designated liabilities shall be as set forth by the respective individual party(ies) based on what individual level of participatory services, task, or administrative cooperation they choose to participate; or the following minimum coverage, whichever is greater and most inclusive.

a) Workers Compensation	Statutory
b) Employer's Liability	\$ 500,000 each occurrence
c) General Liability	\$ 1,000,000 combined single limit
d) Automobile Liability	\$ 1,000,000 combined single limit

The parties to this Agreement agree to furnish each other as requested' with certificates of insurance evidencing the above-required coverage before implementing any collaborative relationship. Parties to this agreement shall give thirty (30) days prior written notice of any proposed change in the provisions of the above-described policies, and immediate notification of any proposed cancellation of any of the above-described policies before the expiration date set forth in the certificate of insurance.

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INDEMNIFICATION AND WAIVER OF CLAIMS

Each party agrees to indemnify and hold harmless the other parties from and against any and all liabilities, losses, damages, demands, claims, suits, costs and expenses, including actual legal fees and other expense of litigation (collectively "Losses") for any and all injuries, disease, or death to the other party's employees and for all property damage sustained with regard to claims caused by or resulting from work, cooperative activities, services provided, or administrative decisions related to the cooperative activities undertaken herein except to the extent such Losses are attributable to the willful misconduct or gross negligence of the indemnified party.

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TERM OF AGREEMENT

The Agreement shall not terminate except upon written consent of all parties. Should either party wish to withdraw from the Agreement, the requesting Party shall provide written notice thereof not less than twelve (12) months from the effective date of the withdrawal.

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DISPUTE RESOLUTION

All disputes between parties arising under this Agreement shall, prior to litigation and as a condition precedent to bringing litigation, shall be obligated to nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. In the event the parties cannot agree, the aggrieved party may then commence an action. However, the parties will be bound to agree to alternative dispute resolution as ordered by the Court.

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GENERAL PROVISION

This Agreement may not be assigned or otherwise transferred by either party, in whole or in part, without the express prior written consent of the both parties. No provisions of this Agreement may be waived or modified except by a writing executed by both parties.

If any term, provision, covenant, or condition of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, it is to that extent deemed omitted and the remainder of this Agreement shall continue in full force and effect.

This Agreement shall be governed and construed under the laws of the State of Wisconsin.

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SIGNATURES

Execution of this Agreement certifies that the person signing below has been authorized to do so and that the governing body of that party has duly adopted and approved the same by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument. The original of this Agreement shall be kept on file in the administrative offices of each party.

VILLAGE OF HOBART

VILLAGE OF HOWARD

Name/Title of Authorized signatory

Name/Title of Authorized signatory

Date

Date

ATTEST:

ATTEST:

Name/Title

Name/Title