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WISCONSIN/ILLINOIS BORDER COUNTY MUTUAL AID AGREEMENT FOR EMERGENCY RESPONSE AND RECOVERY

THIS AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2005, by and among the Wisconsin/Illinois border county local public health departments including the Kenosha County Division of Health, Walworth County Health Department, Lake County Health Department, McHenry County Health Department, and Boone County Health Department (the "Parties").

I. PURPOSE OF AGREEMENT

To facilitate mutual assistance between the Parties entering into this Agreement in the event of bioterrorism, other infectious disease outbreaks, and other public health threats and emergencies affecting the Wisconsin counties of Kenosha and Walworth, and the Illinois counties of Lake, McHenry, and Boone. Mutual assistance rendered may be in the form of personnel, equipment, materials and supplies including, but not limited to laboratory, nursing, and environmental health.

II. DEFINITIONS

1. "Agreement" means the Wisconsin/Illinois Border County Mutual Aid Agreement for Emergency Response and Recovery.
2. "Disaster" means any natural, technological or civil emergency that causes damage of sufficient severity and magnitude as to result in a declaration of a state of emergency by a participating government, Governor or President of the United States.
3. "Emergency" means any occurrence or threat thereof, whether natural, or caused by man, in a war or in peace, which results in substantial injury or harm to the population, substantial damage to or loss of property or substantial harm to the environment.
4. "Party" means a local public health department that has adopted and executed this Agreement.
5. "Parties" means the group of local public health departments that has adopted and executed this Agreement.
6. "Provider" means the local public health department furnishing equipment, supplies, services and/or personnel to the Recipient under this Agreement.
7. "Recipient" means the local public health department requesting aid and assistance in the event of an emergency or a disaster.

III. ACTIVATION OF AGREEMENT

- a) This Agreement shall be activated in the event of either a declaration of a state of disaster by a Party health officer, the Governor of the state affected, or the President of the United States.
- b) The duration of Provider's assistance shall be determined by the nature of the event. Extensions on a daily or weekly basis can be made if warranted and agreed upon by both the Provider and the Recipient.

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- c) A Provider may withdraw personnel, equipment, and other resources to provide for its own citizens. The Provider will make a good faith effort to notify the Recipient 24 hours prior to resource withdrawal or, in the event that is not possible, in as much time as is reasonable.

IV. REQUEST FOR MUTUAL AID

- a) In the event of a local state of emergency, the Party seeking mutual aid shall make the request directly to the Party from whom the aid is sought.
- b) Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing no later than ten (10) calendar days following the verbal request.
- c) All communication shall be conducted directly between Recipient and Provider. The Recipient shall be responsible for keeping all Parties advised of the status of mutual aid activities.
- d) If the Recipient identifies a need for further assistance the Recipient may request the activation of mandatory intrastate mutual aid enforced by State of Wisconsin Act 186 or the Illinois Public Health Mutual Aid System (IPHMAS). Once identified, each Provider must communicate directly with the Recipient. In all cases, the Party receiving the mutual aid shall be primarily responsible for the costs incurred by any Provider providing assistance pursuant to the provisions of the Agreement.
- f) The Provider shall respond to the request for assistance by providing a written acknowledgment regarding the assistance to be rendered.
- g) Within ten (10) days of the return of all personnel deployed under this Agreement, the Recipient will prepare a Summary Report of the event and provide copies to each Provider. The Report shall include a chronology of events and description of personnel, equipment, and materials provided by one party to the other.

V. CONDITIONS

- a) A request for mutual aid made by the Recipient shall be accompanied by the following information, to the extent known:
 - 1. A general description summarizing the condition of the community and of the damage sustained to date.
 - 2. Identification of the emergency service function for which assistance is needed, and the particular type of assistance needed.
 - 3. Identification of the public infrastructure system for which assistance is needed and the type of assistance needed.
 - 4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed.
 - 5. The need for sites, structures or buildings outside Recipient's political subdivision to serve as relief centers or staging areas for incoming emergency goods, equipment, and services.
 - 6. An estimated time and specific place for a representative of the Recipient to meet the personnel and equipment of any Provider.
- b) This information may be provided in a written format approved by the Parties or by any other available means.

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VI. SUPERVISION AND CONTROL

The personnel, equipment, and resources of any Provider shall fall under operational control of the Recipient. Direct supervision and control of said resources shall remain with the Provider as they carry out the instructions of the Recipient.

VII. PERSONNEL RIGHTS AND PRIVILEGES

- a) Personnel who are assigned, designated or ordered by their agency to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the limits of the Provider.
- b) It is mutually understood that Recipient and Provider shall be responsible for payment of such worker's compensation benefits only to their own respective employees.
- c) Such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess in performing their duties within the limits of the Provider. This includes any person holding a license, certificate or other permit issued evidencing the meeting of qualifications for professional, mechanical or other skills.

VIII. LIABILITY

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss damage, personal injury or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the willful misconduct, gross negligence or recklessness of an officer, employee or agent of another Party.

IX. FOOD, HOUSING, AND SELF-SUFFICIENCY

The Recipient shall have the responsibility of providing food and housing for the personnel of the Provider from the time of their arrival at the designated location to the time of their departure. However, Provider personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. The Recipient may specify only self-sufficient personnel and resources in its request for assistance.

X. REIMBURSEMENT

- a) Any Party rendering aid in another jurisdiction pursuant to this Agreement shall be reimbursed by the Party receiving such aid for any loss or damage to or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and the costs incurred in connection with such requests, provided that any jurisdiction may:
 1. Assume in whole or part such loss, damage, expense or other cost.
 2. Loan equipment or donate services to the Recipient without charge or cost.
 3. Agree to any allocation of expenses between the Provider and Recipient.

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XI. SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not effect the other provisions of the Agreement that can be exercised without the invalid provision. To this end, the provisions of this Agreement are severable.

XII. AMENDMENT

This Agreement may be amended only by the mutual written consent of the Parties.

XIII. VALIDITY AND ENFORCEABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

XIV. TERMINATION

It is agreed that any Party hereto shall have the right to terminate this agreement upon 30 days advance written notice to each of the Parties. Notice of termination will not relieve the obligations incurred prior to the effective date of withdrawal. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining Parties.

XV. EFFECTIVE DATE

This agreement becomes effective on the date when all local public health department representatives have signed.

XVI. AUTHORITY TO ACT

Each signature to this agreement represents that he or she has authority from his or her respective local public health department to enter into this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

KENOSHA COUNTY DIVISION OF HEALTH

By: _____ Attest: _____

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WALWORTH COUNTY DEPARTMENT OF HEALTH

By: _____ Attest: _____

LAKE COUNTY HEALTH DEPARTMENT

By: _____ Attest: _____

MCHENRY COUNTY HEALTH DEPARTMENT

By: _____ Attest: _____

BOONE COUNTY HEALTH DEPARTMENT

By: _____ Attest: _____
