

# Intergovernmental Agreement Between Northeast Wisconsin Counties For Highway Department Mutual Aid

This *Intergovernmental Agreement Between Northeast Wisconsin Counties For Highway Department Mutual Aid* (“Agreement”) is effective on the date a Northeast Wisconsin (“NEW”) County signs this Agreement and provides a copy to the other NEW Member Counties, and is being entered into by and between Brown County, a body corporate, and other body corporate NEW Counties (collectively, the “Parties” or “Member Counties”), whose contact information is found below on the Signature Pages of this Agreement.

**WHEREAS**, the Parties agree and acknowledge that emergencies, natural disasters and manmade catastrophes do not conform to designated jurisdiction boundaries, and can be more effectively handled by the agreed upon pooling of equipment, staff and/or services; and

**WHEREAS**, the Parties have determined that, because of geographical considerations, it is in the best interests of NEW Counties, by and through their Highway Departments and Highway Commissioners, to coordinate with each other for the provision of Mutual Aid; and

**WHEREAS**, Wisconsin Statutes Section 66.0301 authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as highway maintenance.

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

## 1. Purpose

The Wisconsin DOT Highway Maintenance Manual states, *“The goal of winter maintenance is to make roadways safe within the limitations of resources...”* NEW Highway Commissioners have discussed how to best ensure the continuity of plow services in NEW if a significant percentage of a Member County’s plow drivers are sick, quarantined and/or otherwise unavailable. This Agreement applies to any sort of weather disaster, pandemic event or other regional or county-level event that would significantly impact a Member County’s equipment and staff levels.

NEW Highway Departments are committed to making state and county highway systems as safe as possible within the limitations of resources during winter events. Therefore, the Member Counties agree to pledge Mutual Aid to each other pursuant to this Agreement. Every event will pose different challenges, but the commitment to respond to the extent reasonably practicable to each other’s needs is the foundation of this Agreement.

It is recognized and acknowledged that in certain situations, including but not limited to emergencies, natural disasters and man-made catastrophes, the use of an Aiding County's equipment, staff and/or services to perform functions outside the Aiding County's jurisdictional limits is desirable and necessary to preserve and protect the health, safety and welfare of the public, and to ensure effective and efficient Highway Department operations.

## **2. Definitions**

- a. **Mutual Aid**: A definite and prearranged plan whereby equipment, staff and/or services are provided to an Affected County by an Aiding County pursuant to this Agreement.
- b. **NEW Counties**: Wisconsin counties located in the Northeast portion of the state, including the counties of: 1) Brown; 2) Calumet; 3) Door; 4) Fond du Lac; 5) Kewaunee; 6) Manitowoc; 7) Marinette; 8) Oconto; 9) Outagamie; 10) Shawano; 11) Sheboygan; and 12) Winnebago.
- c. **Member County**: A NEW County which is a Party to this Agreement, as evidenced by a NEW County signing this Agreement and providing a copy to the other NEW Member Counties.
- d. **Affected County**: A Member County which requests Mutual Aid from an Aiding County in the event of an emergency;
- e. **Aiding County**: A Member County which provides Mutual Aid to an Affected County in the event of an emergency;
- f. **Emergency**: An occurrence or condition in an Affected County's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Affected County alone.

## **3. Authority and Action to Effect Mutual Aid**

Member County's Highway Commissioners or designees may render Mutual Aid to, and/or request Mutual Aid from, other Member Counties. Mutual Aid shall be rendered to the extent reasonably practicable, given the equipment, staff and/or services requested by the Affected County and available to the Aiding County. The judgment of the Aiding County Highway Commissioner or designee shall be final as to the equipment, staff and/or services available, if any, to render Mutual Aid to the Affected County.

In general, the state highway system and principle county highways are the regional priority routes. Aiding Counties will assist Affected Counties as reasonably practicable to ensure these priority routes are addressed as a matter of regional priority. Each NEW Highway Department

will prepare, and have on hand ahead of time, normal plow route maps, and a list of priority routes and roadways, that are critical to maintain.

Each Member County has its own organizational structure, and its own method of on-call superintendents for after hour emergencies. For the purposes of Mutual Aid between Member Counties, the primary contacts should be the Highway Commissioners.

When an emergency occurs, and conditions are such that the Highway Commissioner or designee of an Affected County determines it advisable to request Mutual Aid pursuant to this Agreement, he/she shall notify the Aiding County of the nature and location of the emergency, and the type and amount of equipment, staff and/or services requested.

The Highway Commissioner or designee of the Aiding County shall take the following actions as soon as reasonably practical upon receiving a request for Mutual Aid from another Member County:

- a. Determine what equipment, staff and/or services are requested by the Affected County;
- b. Determine if the requested equipment, staff and/or services can be committed by the Aiding County in response to the request from the Affected County;
- c. Dispatch as soon as reasonably practical the available requested equipment, staff and/or services, to the extent reasonably practicable, to the location of the emergency reported by the Affected County;
- d. Notify the Affected County as soon as reasonably practicable whether any or all of the requested equipment, staff and/or services can or cannot be provided.

#### **4. Jurisdiction over Staff and Equipment**

Aiding County staff dispatched to provide Mutual Aid to an Affected County pursuant to this Agreement shall remain employees of the Aiding County. Staff of the Aiding County shall report for direction and assignment at the Highway Shop nearest the scene of the emergency in the Affected County, or as otherwise directed by the Affected County's Highway Commissioner or designee. The Aiding County shall at all times have the right to withdraw any and all Mutual Aid upon the directive of the Aiding County's Highway Commissioner or designee, provided, however, that the Aiding County withdrawing such Mutual Aid shall make reasonable efforts to notify, as soon as reasonably practicable, the Affected County's Highway Commissioner or designee of the withdrawal of the requested Mutual Aid, and of the extent of the withdrawal.

## **5. Compensation for Aid**

Work performed by the Aiding County shall be billed to the Affected County per the Wisconsin Uniform Cost Accounting System, shall include any additional expenses regarding Aiding County policies for overtime and specialty pay rates and shall be paid by the Affected County.

## **6. Insurance**

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, with minimum limits of \$1,000,000 auto and \$3,000,000 combined single limit general liability and professional liability. These obligations may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan or an arrangement with an insurance provider approved by the state.

## **7. Waiver of Claims**

Each Party agrees to waive any and all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement provided, however, that such claims are not the result of negligent and/or intentional act(s) by a Party or its staff, or done by them with an intentional disregard of the safety, health, life or property of another.

All employee benefits, wages, disability payments, pensions and worker's compensation claims shall be the sole and exclusive responsibility of each Party regarding its own staff.

## **8. Non-Liability for Failure to Render Aid**

The rendering of Mutual Aid under the terms of this Agreement shall not be mandatory. It is the responsibility of the Aiding Department to notify, as soon as reasonably practical, the Affected Department of the Aiding Department's inability to respond.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a Party, its duly authorized agents and/or staff, for failure or refusal to render Mutual Aid. Nor shall there be any liability of a Party for withdrawal of Mutual Aid once provided pursuant to the terms of this Agreement.

## **9. Auto-Renewal of Agreement and Termination**

This Agreement will automatically renew on October 1<sup>st</sup> of each year unless a Member County provides written *Notice to Withdraw* to the other NEW Member Counties, which shall be effective upon receipt.

**10. Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin.

**11. Multiple Counterparts to Agreement**

This Agreement may be electronically signed and forwarded via email, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument.

**SIGNATURE PAGES**

**IN CONSIDERATION** of the mutual commitments contained herein, and by signing below, the signatories state and affirm that they have authority to bind, and do bind, the Member County entity they are signing on behalf of to the terms and conditions of this Agreement.

FOR BROWN COUNTY:

x Paul Fontecchio

Signature

x 12/17/2020

Date Signed

Paul Fontecchio

Signatories Name Printed or Typed

Highway Commissioner

Title

Brown County Highway Department

Company/Entity Name

2198 Glendale Avenue

Street Address

Green Bay, WI 54303

City, State and Zip Code

(920) 655-0882 – Personal Cell

(920) 334-2198 – Work Cell

Contact Phone Number

paul.fontecchio@browncountywi.gov

Contact Email Address

FOR CALUMET COUNTY:

x Todd M. Romenesko

Signature

x 1-14-21

Date Signed

Todd M. Romenesko

Signatories Name Printed or Typed

County Administrator

Title

Calumet County

Company/Entity Name

206 Court St.

Street Address

Chilton, WI 53014

City, State and Zip Code

920-849-1448

Contact Phone Number

todd.romenesko2@calumetcounty.org

Contact Email Address

FOR DOOR COUNTY:

X  Signature

x December 22, 2020

Date Signed

John Kolodziej

Signatories Name Printed or Typed

Highway Commissioner

Title

Door County Highway Department

Company/Entity Name

1001 S. Duluth Avenue

Street Address

Sturgeon Bay, WI 54235

City, State and Zip Code

920-746-2500

Contact Phone Number

jkolodziej@co.door.wi.us

Contact Email Address

FOR FOND DU LAC COUNTY:

X  Signature

X January 14, 2021

Date Signed

Thomas Janke

Signatories Name Printed or Typed

Highway Commissioner

Title

Fond du Lac County Highway Department

Company/Entity Name

1820 S. Hickory St.

Street Address

Fond du Lac, WI 54937

City, State and Zip Code

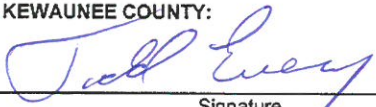
920-929-3488

Contact Phone Number

tom.janke@fdlco.wi.gov

Contact Email Address

FOR KEWAUNEE COUNTY:

X   
Signature

X 1-15-21  
Date Signed

Todd Every

Signatories Name Printed or Typed

Highway Commissioner

Title

Kewaunee County Highway Department

Company/Entity Name

E4280 CTH F

Street Address

Kewaunee, WI 54216

City, State and Zip Code

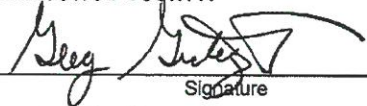
920-388-3707

Contact Phone Number

every.todd@kewauneeco.org

Contact Email Address

FOR MANITOWOC COUNTY:

X   
Signature

X 1-13-2021  
Date Signed

GREG GROTEGUT

Signatories Name Printed or Typed

HIGHWAY COMMISSIONER

Title

MANITOWOC COUNTY HIGHWAY DEPARTMENT

Company/Entity Name

3500 STH 310

Street Address

MANITOWOC, WI 54220

City, State and Zip Code

920-683-4353

Contact Phone Number

gregorygrotegut@co.manitowoc.wi.us

Contact Email Address

FOR MARINETTE COUNTY:

X



Signature

X

12/17/2020

Date Signed

Eric Burmeister

Signatories Name Printed or Typed

Highway Commissioner

Title

Marinette County Highway Department

Company/Entity Name

501 Pine Street

Street Address

Peshtigo, WI 54157

City, State and Zip Code

(715)582-7568

Contact Phone Number

eburmeister@marinettecounty.com

Contact Email Address

FOR OCONTO COUNTY:

X



Signature

X

1/4/2021

Date Signed

Brandon Hytinen

Signatories Name Printed or Typed

Highway Commissioner

Title

Oconto County Highway Department

Company/Entity Name

202 Van Dyke St

Street Address

Oconto, WI 54153

City, State and Zip Code

(920)373 4515

Contact Phone Number

brandon.hytinen@co.oconto.wi.us

Contact Email Address



FOR OUTAGAMIE COUNTY:

X DS  
Signature

X March 9, 2021  
Date Signed

Dean Steingraber  
Signatories Name Printed or Typed

Highway Commissioner  
Title

Outagamie County Highway Department  
Company/Entity Name

1313 Holland Road  
Street Address

Appleton, Wisconsin 54911  
City, State and Zip Code

(920) 832-5673 – Work  
(920) 209-9803 – Cell Phone  
Contact Phone Number

dean.steingraber@outagamie.org  
Contact Email Address

FOR SHAWANO COUNTY:

X Grant Bystol  
Signature

X 12/22/20  
Date Signed

Grant Bystol  
Signatories Name Printed or Typed

Highway Commissioner  
Title

Shawano County Hwy  
Company/Entity Name

3035 E. Richmond St.  
Street Address

Shawano, WI 54166  
City, State and Zip Code

715-526-9182  
Contact Phone Number

grant.bystol@co.shawano.wi.us  
Contact Email Address

FOR SHEBOYGAN COUNTY:

*Adam A. Payne*  
Signature

2/22/2021  
Date Signed

Adam A. Payne  
Signatories Name Printed or Typed

County Administrator  
Title

Sheboygan County  
Company/Entity Name

508 New York Avenue  
Street Address

Sheboygan WI 53081-4126  
City, State and Zip Code

920 459-3103  
Contact Phone Number

Adam.payne@sheboygancounty.com  
Contact Email Address

FOR WINNEBAGO COUNTY:

Signature

Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address