

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND WAUKESHA COUNTY

This Intergovernmental Cooperation Agreement, ("Agreement"), is made and entered into this _____ day of _____, 2018 by and between the City of Milwaukee, acting by and through its Police and Fire Departments, ("City"), and the County of Waukesha, acting by and through its Department of Emergency Preparedness, ("County").

WHEREAS, the City has operated a public safety answering point ("PSAP") in and for emergency service for the City; and

WHEREAS, the County has operated a PSAP for the County; and

WHEREAS, both the City and the County believe that the operation of each of their PSAP facilities is necessary to provide for the safety, security, and well-being of their respective communities; and

WHEREAS, from time-to-time, there may be a technological malfunction and/or emergency evacuation at the City PSAP facility which may require the City to rely on the County PSAP facility for back-up service to handle their landline and wireless 9-1-1 calls;

NOW, THEREFORE, in consideration of the mutual promises and other consideration made herein, the City and County desire to enter into this Intergovernmental Cooperation Agreement pursuant to Wis. Stat. 66.0301, and hereby agree as follows.

I. County Back-Up Service

- A. The County agrees to be the back-up PSAP and dispatch center for City landline and wireless 9-1-1 calls in the event the City's primary and/or secondary PSAP becomes inoperable due to uninhabitable environment and/or infrastructure failure..
- B. The County agrees to comply with the City's Standard Operating Procedures, ("SOP"), set forth in Exhibit A in implementing such back-up services. The City may update the SOP from time-to-time, and in that event, will provide the County with an updated copy of the SOP in accordance with the notice provisions of this Agreement. Provided that the County does not object to the updated SOI within 5 days of receipt, the updated SOI shall replace the then applicable SOI.
- C. The County will provide the City with two (2) workspaces in its primary PSAP facility; either in the event of an emergency evacuation of the City's primary site, or in the event of scheduled routine testing of equipment and training of City staffing at a mutually agreeable date and time. Additional workspaces may be provided to the City if available in the County's judgment.
- D. In the event the County is providing back-up services, the County will provide the City with four dedicated trunk lines.

- E. In the event the County is providing back-up services, the City will provide any technological equipment that is necessary for the County to act as the City's back-up PSAP.
- F. For each instance of assistance rendered under this Agreement, there shall be no charge for the first 48 hours of back-up assistance rendered by the County under this Agreement. If assistance beyond 48 hours is required, the County may invoice the City for all actual expenses incurred after the initial 48 hours. Any expenses incurred during the first 48 hours of the incident which are later determined to be recoverable from third parties, responsible parties, or state or federal disaster assistance funds shall be pursued by the City and reimbursed to the County.

II. Miscellaneous.

- A. All personnel shall remain employees of their respective employers for purposes of this Agreement. All responsibilities to pay wages, provide employee benefits, including worker's compensation, and other similar employer responsibilities shall remain with the respective parties for their own employees.
- B. Both parties understand that they are obliged to comply with the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21 *et seq*. The parties acknowledge that they are obliged to retain and produce records pertaining to this Agreement and to assist the other in doing so. Except as otherwise authorized by law or as may be set forth in the parties' respective approved document retention schedules, the parties agree to retain those records for a period of seven years after the expiration of this Agreement.
- C. The parties agree to assume full responsibility for the acts and omissions of their own agents, employees, and officers in the performance of this Agreement.
- D. In the event the City makes any payments to the County under this Agreement, upon reasonable notice, at any time during normal business hours, and as often as the City, (or if federal or state grants or aids are involved, as the appropriate federal or state agency) may deem necessary, there shall be made available to the City (or such other agency) for examination all of the County's records with respect to the matters covered by this Agreement to which the payments relate and the County shall permit the City (or such agency) to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, and materials relating to the payments made under this Agreement.
- E. No officer, employee, agency, member of the governing body, or other public official of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. Further, the County is not aware of any such interest.
- F. Notices required to be made or otherwise advisable under this agreement shall be made in writing and delivered personally or by registered or certified mail as follows:

To the County
Waukesha County Communications
1621 Woodburn Rd.
Waukesha, WI 53188

To the City
City of Milwaukee Executive's Office
749 W. State Street
Milwaukee, WI 53233

- G. This Agreement may be amended only by mutual agreement in writing and signed by both parties, except that the SOI attached hereto as Exhibit A may be superseded in accordance with the procedure set forth in section I.B above without need for amendment.
- H. This Agreement shall commence on the effective date and shall terminate two years thereafter unless terminated sooner upon written notice delivered by one of the parties to the other, at least 60 days prior to the date of the termination, specifying the date thereof.
- I. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and negotiations, whether oral or written, pertaining to the subject matter.
- J. This Agreement shall be construed in accordance with the laws of the state of Wisconsin and any disputes pertaining to it shall be litigated in the courts of Waukesha County, for matters arising under state law, and in the Eastern District of Wisconsin, for matters arising under federal law.

The parties hereto affirm that they are authorized to bind their respective entities and to execute this Agreement, the effective date being the date of the signature last affixed to this page.

City of Milwaukee

Tom Barrett
Mayor

Date

James R.S. Owczarski
City Clerk

Date

Waukesha County

Gary A. Bell
Director,
Department of Emergency Preparedness

Date