

MUTUAL AID AGREEMENT
(HAZARDOUS MATERIALS)

These Articles of Agreement are made and entered into this 19th day of August 1997 by and between Jo Daviess County, Illinois and Jo Daviess County Emergency Services (Responding Party) and Disaster Agency and Grant County, Wisconsin and Grant County Emergency Management - Disaster Services Agency (Requesting Party), as indicated by the action of their respective governing bodies.

WHEREAS, emergencies involving hazardous materials may arise within the boundaries of Grant County, Wisconsin which may require additional equipment and personnel beyond its own resources, and

WHEREAS, Jo Daviess County has available a Hazardous Materials Response Team to assist in responding to and dealing with hazardous materials incidents within the geographical boundaries of the parties, and

WHEREAS, the parties recognize that hazardous materials incidents can more effectively be handled by pooling of resources, and

WHEREAS, the parties have authority to enter into this Mutual Aid Agreement pursuant to Articles 7 and 10 of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act (5 ILCS 220/1) and Sections 59.03, 59.04, 66.30 and 166.03(4) and (7) 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 five-year period. After the initial five-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 thirty (30) 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.
4. The power to make a request for assistance or to provide assistance under this Agreement shall reside in the Emergency Management Agency of Grant County.
5. Upon an authorized request the responding party may dispatch equipment and personnel to any point within the area for which the requesting party normally provides such equipment and personnel. 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, but that the party receiving the request may in

its discretion refuse to furnish any equipment or personnel consistent with its primary responsibility of providing emergency services within its own jurisdiction. It is the understanding of the parties that the responding party shall furnish the requested assistance unless such responding party is actively engaged in handling a spill/disaster in their own county and have no equipment or personnel available or the responding party determines that the spill/disaster of the requesting party is beyond their ability to handle. When responding to a request the responding party shall do so in a timely and reasonable fashion. In situations where the responding party is unable to furnish the requested assistance they will notify the requesting party as soon as practicable, that assistance will not be rendered.

6. It is the understanding of the parties that the responding party's role when responding to a spill/disaster is limited to assist in containing said spill/disaster. This agreement in no way obligates the responding party to assist in the actual cleanup of any spill or disaster.
7. The requesting party shall include in its request for assistance the amount and the type of equipment and the number of personnel requested and shall specify the location where the equipment and personnel are needed. The responding party shall have exclusive authority to determine the type of equipment and the number of personnel to be furnished. No party may make any claim whatsoever against the other party for refusal to send the requested equipment or personnel. All equipment supplied by a member in carrying out this Agreement shall, at all times, remain the property of that party. All personnel acting for a member under this agreement shall, at all times, remain an employee of that person's own agency.
8. All equipment and personnel provided by the responding party shall, at all times while at the site of an emergency, remain under the sole and exclusive control and direction of the designated representative of the party supplying said equipment and personnel. Said representative shall have an absolute right to remove any or all equipment or personnel from the site at any time he deems it appropriate.
9. Grant County shall apply for grant monies to assist in covering the costs of Jo Daviess County in responding to requests by Grant County for assistance in handling spills or releases of hazardous materials in Grant County and shall pay over to Jo Daviess County any grant monies received on a yearly basis regardless of the number of times Jo Daviess County responds to requests by Grant County for assistance. All monies received from Grant county shall be used to purchase needed equipment and supplies for the Jo Daviess County Hazardous Materials Response Team. In the event Jo Daviess County is in possession of any unspent monies derived from any grants received by Grant County at the time of notice of termination of this agreement said monies shall be returned to Grant County.

10. It is recognized that all parties to this Agreement have "Spiller Responsibility" laws granting the jurisdiction wherein the hazardous materials incident occurred to recover the costs of the cleanup from the party responsible for the spill. It is agreed that the party within whose jurisdiction the spill occurred will seek recovery from the responsible party and reimburse the responding party for their loss of materials out of any monies collected.
11. In the event one of the parties is required to prosecute a spiller for recovery of the costs of cleanup the party undertaking the prosecution shall first deduct from any monies recovered the costs associated with said prosecution. Thereafter the responding party shall be reimbursed for their material costs associated with the particular spill/disaster out of any remaining monies recovered through the prosecution of the spiller. The balance of any funds, recovered from the spiller, not used to reimburse the costs of any materials used to contain the spill/disaster shall remain the property of the party initiating the prosecution of the spiller.
12. Each party to this Agreement, agrees to fully and in all respects indemnify, defend and hold harmless, the other party from and against any and all claims and liability resulting from all acts, commissions, or other conduct of said party and its employees, including any and all claims under the laws of either Illinois or Wisconsin any and all claims premised under 42 U.S.C. 1983. Each party member, agent and employee agrees to indemnify, defend and hold harmless, the other party, its agents, and its employees from and against any and all claims and liability in whatever fashion arising under this Agreement against the other party who or which may be assigned under this Agreement. The full legal and financial responsibility for injury, disability or death of an employee shall remain with the employee's respective department. No party shall, under any circumstances, be held liable for any loss or damage by reason of its failure to effectively combat a disaster or provide equipment or personnel in the territory of any other party. Further, Grant County will be responsible for any claims or judgments that arise under this agreement as a result of any negligence or wrongful conduct on the part of Grant County employees/officials and that Jo Daviess County will be responsible for paying any claims or judgments that arise under this agreement as a result of the negligence or wrongful conduct on the part of Jo Daviess County employees or officials.
13. That any and all members of any level A or level B hazardous substance release team sent by a responding party to handle hazardous releases or spills shall have the proper training and qualifications to respond to such Level A or Level B release or spill.
14. That all of the members of the emergency response team shall follow all state and federal statutes, codes and regulations in handling, containing responding to and stopping the release of any hazardous material or hazardous chemical.

- 15. That during the term of this Agreement each party shall procure and maintain the following insurance:
 - a) Comprehensive General Liability Insurance (including Owners; Landlords, and Tenants; Manufacturers and Contractors; Products and Completed Operations; and Contractual liability.)
 - b) Personal Injury Liability Insurance insuring all members of the emergency response team.
 - c) Automobile Liability Insurance covering all owned or leased automobiles.

Each party will provide to the other party, upon request, a certificate of insurance, in form acceptable to the requesting party, evidence of such insurance.

- 16. The term "hazardous substance", "hazardous materials", or "hazardous chemicals" has the meaning given in Wisconsin Statutes Section 166.20 and any federal statutes or regulations adopted in said section 166.20.
- 17. No party operating under the terms of this Agreement shall discriminate against any individual on the basis of race, color, religion, sex or national origin in any manner, prohibited by the laws of the United States or the States of Illinois or Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Dated: 8.20.97

Dated: 8-12-97

Neil Gardner

Judy Gratton

Neil Gardner
Grant County Board Chairperson

Judy Gratton
Jo Daviess County Board Chairperson

Chris Carl

Jean Dimke

Chris Carl
Grant County Clerk

Jean Dimke
Jo Daviess County Clerk

ADDENDUM TO HAZARDOUS MATERIALS MUTUAL AID AGREEMENT

This addendum was made and entered into on the 14th day of July, 1998, by and between Jo Daviess County, Illinois, Jo Daviess County Emergency Services and Disaster Agency, Grant County, Wisconsin, and the Grant County Emergency Management-Disaster Services Agency.

It is hereby agreed by and between the above parties that the following paragraph shall be added to the Hazardous Materials Mutual Aid Agreement executed by and between the parties and dated August 19, 1997:

18. Any grant monies received by Grant County as described in paragraph 9 of this agreement, which requires any local (match) monies, such match monies shall be the responsibility of Grant County to pay. Jo Daviess County shall bill Grant County annually for 100% of the actual costs up to ten thousand dollars annually, which Jo Daviess County pays to purchase needed equipment and supplies for the Jo Daviess County Hazardous Materials Response Team.

JO DAVIESS COUNTY

BY Judith A. Hutton
Jo Daviess County Board Chairperson

BY Jean Rimple
Jo Daviess County Clerk

GRANT COUNTY

BY Ernie Burt
Grant County Board Chairperson

BY Chris Carl
Grant County Clerk