

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
FOR MASS CASUALTY EVENT RESPONSE
WITHIN THE VILLAGE OF KOHLER**
(City of Sheboygan – Village of Kohler)

This Agreement is made and entered into effective this ____ day of _____, 2022 (the “Effective Date”), by and between the City of Sheboygan (“City”), a municipal corporation with principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and the Village of Kohler (“Village”), a municipal corporation with offices at 319 Highland Drive, Kohler, Wisconsin 53044.

WITNESSETH:

WHEREAS, the Village of Kohler operates a volunteer fire department with a small staff of active firefighters; and

WHEREAS, the Village desires to supplement its fire & life safety response for mass casualty events occurring at the Aurora Medical Center- Sheboygan County by contracted response agreement with the City of Sheboygan.

WHEREAS, Wisconsin Statutes § 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, including fire protection and emergency medical services; and

NOW THEREFORE, in consideration of the mutual covenants above, the parties agree as follows:

1. Scope of Services & Standard of Care. The City of Sheboygan Fire and Rescue Department shall provide automatic mutual aid to the Village of Kohler Fire Department for any mass casualty event occurring at 3400 Union Avenue, Kohler, WI, (“Property”) whereupon Aurora Medical Center- Sheboygan County, is located (“Services”). “Mass casualty event” shall mean any incident resulting from an act of violence that overwhelms the Kohler Fire Department’s resources. When dispatched to the Property in response to a mass casualty event, the City Fire Chief or his/her designee shall immediately dispatch equipment, personnel, and/or services, to the extent available, and based upon the Chief’s professional judgment to the incident scene.

2. Jurisdiction Over Personnel & Equipment. City personnel dispatched pursuant to this Agreement shall remain employees of the City but shall report for direction and assignment at the incident scene to the Village Fire Chief or his/her designee.

3. Term & Termination. The effective date and term of this Agreement shall commence upon the date the last party executes this Agreement and shall continue in full force and effect for ten (10) years. Thereafter, this Agreement shall automatically renew for successive five (5) year terms unless terminated by either party. Either party may terminate this agreement by providing the other party at least sixty (60) days’ advance written notice. Notice must be given not later than June 1 of any year in order to provide both parties with the opportunity to adjust their respective municipal budgets and staffing for the following year.

4. Authority. This Agreement is entered into between the parties pursuant to Wis. Stat. §66.0301.

5. Cost for Services. Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Village. However, any expenses recoverable from third parties shall be equitably distributed with the City. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. Further, each party shall have the right to directly charge and bill any person, or such person's insurance carrier, for EMS services provided to them on a mutual aid scene or in conveyance to a medical facility therefrom.

6. Liability for Certain Damages. Neither party shall be liable to the other for any failure to perform its obligations where such failure results from causes beyond such party's reasonable control. Nor shall either party be liable to the other for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement.

7. Insurance. The parties shall maintain at their sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, and if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$2,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party or its personnel.

8. Hold Harmless & Indemnification. Each party shall defend, hold harmless, and indemnify the other party against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the obligations and services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. All parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80; 895.52 and 345.05.

9. Severability. If any provision of this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. Notices. Any notice, demand, or statement required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served if 1) personally delivered to the other party; 2) deposited in the United States mail, postage prepaid, and addressed to the address set forth below:

If to the Village: Village of Kohler
Attn: Laurie Lindow, Village Clerk
319 Highland Drive
Kohler, WI 53044

With a copy to: Attorney Michael J. Bauer
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081

If to the City: City of Sheboygan
Attn: Meredith De Bruin, City Clerk
828 Center Avenue
Sheboygan, WI 53081

With a copy to: Attorney Charles Adams
City Attorney's Office
CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

CITY OF SHEBOYGAN

By: _____ Date Signed: _____

By: _____ Date Signed: _____

VILLAGE OF KOHLER

By: _____ Date Signed: _____

By: _____ Date Signed: _____