

## **RADIOLOGICAL RECEPTION CENTER MANAGER AGREEMENT**

THIS RADIOLOGICAL RECEPTION CENTER MANAGER AGREEMENT ("AGREEMENT") is entered into by and between the county of Manitowoc, Wisconsin, a governmental body corporate and politic pursuant to Wis. Stat. § 59.01, whose principal address is 1010 South Eighth Street, Manitowoc, Wisconsin 54220 ("MANITOWOC COUNTY") and city of Two Rivers, Wisconsin, whose principal address is 1717 East Park Street, Two Rivers, Wisconsin ("TWO RIVERS"). MANITOWOC COUNTY and TWO RIVERS may be referred to individually as a "PARTY" or collectively as the "PARTIES."

**WHEREAS**, the Manitowoc County radiological reception center is the facility designated by MANITOWOC COUNTY following a nuclear power plant incident that is used to facilitate the radiological monitoring and decontamination of evacuees and emergency workers, their vehicles and possessions; the registration of evacuees; the arrangement for providing transportation to emergency shelters or other mass care services; the arrangement for medical transport of injured, potentially contaminated evacuees or emergency workers; and the distribution of radiological dosimeters to emergency workers; and

**WHEREAS**, the operation of a radiological reception center is critical to ensuring the health and safety of the public following a nuclear power plant incident as required by 44 C.F.R. § 350.5(q)(10) and the guidance set forth in NUREG-0654/FEMA-REP-1, Revision 2; and

**WHEREAS**, the Reception Center Manager is a key position at the radiological reception center who is responsible for coordinating the setting-up, tearing down, supervising, and overseeing the radiological reception center; and

**WHEREAS**, MANITOWOC COUNTY and TWO RIVERS desire to enter into this AGREEMENT to establish TWO RIVERS as the County's Reception Center Manager following a nuclear power plant incident;

**NOW THEREFORE**, in consideration of the mutual agreements, covenants, promises, and obligations set forth herein, the sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

1. **RECITALS.** The foregoing Recitals are hereby incorporated as if fully set forth herein and are hereby made a part of this AGREEMENT.

2. **SCOPE OF CONTRACTED SERVICES.** During the term of this AGREEMENT, TWO RIVERS agrees to act as the Reception Center Manager at the Manitowoc County radiological reception center located at 3500 STH 310, Manitowoc, Wisconsin when requested by MANITOWOC COUNTY, subject to the following ("RECEPTION CENTER MANAGEMENT SERVICES"):

(a) TWO RIVERS shall at all times (twenty-four (24) hours per day, "uninterrupted" ) be on call to provide RECEPTION CENTER MANAGEMENT SERVICES.

(b) TWO RIVERS shall have available no fewer than three (3) trained and competent personnel to ensure uninterrupted availability to serve as the Reception Center Manager. It is understood

and agreed that response to a nuclear power plant incident requires uninterrupted coverage for the length of the incident and will require one individual to serve as the Reception Center Manager during the entire time the Manitowoc County radiological reception center is needed.

(c) The duties of the Reception Center Manager shall include:

(i) Represent Manitowoc County.

(ii) Be responsible for coordinating the setup and operation of the Manitowoc County radiological reception center.

(iii) Coordinate directly with the Health Team Leader from the state of Wisconsin on radiological issues, including the actions of the Auxiliary Health Monitors.

(iv) Coordinate law enforcement, fire departments, HazMat Team, Human Services, Health Department, Red Cross, and other staff working at the Manitowoc County radiological reception center to execute the activities outlined in the Manitowoc County Emergency Operations Plan.

(v) Provide reception center status reports to the County Emergency Operations Center and Incident Command.

(vi) Determine when the Manitowoc County reception center can be closed in coordination with the Radiological Reception Center Health Team Leader.

(d) MANITOWOC COUNTY shall be responsible to provide direction to, and control of, the Reception Center Manager during radiological emergency preparedness drills, exercises, and real events.

(e) All equipment needed for RECEPTION CENTER MANAGEMENT SERVICES shall be provided by MANITOWOC COUNTY. MANITOWOC COUNTY shall be responsible for the maintenance of the equipment. Equipment shall be located at the Manitowoc County radiological reception center.

(f) Procedures for the operation of the Manitowoc County radiological reception center shall be as provided in the Manitowoc County Emergency Operations Plan. TWO RIVERS agrees to abide by and oversee these procedures.

(g) TWO RIVERS agrees that its obligations under this AGREEMENT are paramount to MANITOWOC COUNTY. TWO RIVERS agrees that if local fire response obligations in TWO RIVERS's own jurisdiction create limits or unavailable resources within its primary response area, TWO RIVERS shall seek aid from local jurisdictions to assist in local fire response obligations in TWO RIVERS's own jurisdiction to ensure that TWO RIVERS is able to provide RECEPTION CENTER MANAGEMENT SERVICES when requested.

(h) TWO RIVERS shall not provide services with respect to the treatment, removal, remediation, recovery, packaging, transportation, movement; cleanup, storage, and disposal of

radioactive material, except as these services may be reasonably necessary and incidental to preventing the spread of contamination.

**3. TERM & TERMINATION.**

(a) Term. The initial term of AGREEMENT shall commence on \_\_\_\_\_ at 12:00 a.m. and end on \_\_\_\_\_ at 11:59 p.m. At the end of the initial term, this AGREEMENT shall automatically renew for successive one-year terms unless either PARTY provides the other PARTY with a written notice of non-renewal at least 60 days before the date this AGREEMENT would otherwise automatically renew.

(b) Termination. Either PARTY may terminate this AGREEMENT at will by delivering sixty (60) days written notice to the other PARTY.

**4. TRAINING AND CERTIFICATION.** The annual exercising of Manitowoc County radiological reception centers is critical to ensuring that staff are adequately trained to respond to a nuclear power plant incident as required by 44 C.F.R. § 350.5(a)(14) and the guidance set forth in NURGE-0654/FEMA-REP-I, Revision 2. Manitowoc County shall provide annual training to the individuals designated by TWO RIVERS to act as the Reception Center Manager. TWO RIVERS agrees and understands that all personnel shall attend necessary training to ensure readiness for a nuclear power plant incident. TWO RIVERS shall provide at least one individual to serve as the designated Reception Center Manager during annual federally evaluated drills and exercises.

**5. PAYMENT.**

(a) On-Call Fee. MANITOWOC COUNTY agrees to pay TWO RIVERS one thousand and 00/100 dollars (\$1,000.00) per month as an on-call fee for providing RECEPTION CENTER MANAGEMENT SERVICES billed annually. TWO RIVERS shall invoice COUNTY on an annual basis no later than December 1 of the contract year. MANITOWOC COUNTY shall pay the amount due within 45 days of the date of the invoice.

(b) Personnel Costs. MANITOWOC COUNTY agrees to reimburse TWO RIVERS for its actual cost of providing staff for RECEPTION CENTER MANAGEMENT SERVICES, including travel time to and from the Manitowoc County radiological reception center. The actual cost of providing RECEPTION CENTER MANAGEMENT SERVICES shall be determined by using the hourly rate and fringe benefits of the TWO RIVERS' personnel that provide the RECEPTION CENTER MANAGEMENT SERVICES.

**6. RECORDKEEPING AND RECORD RETENTION.** TWO RIVERS shall establish and maintain adequate records of all expenditures incurred under this AGREEMENT. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. MANITOWOC COUNTY, and its duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this AGREEMENT held by TWO RIVERS. TWO RIVERS shall retain all documents applicable to this AGREEMENT for a period of not less than seven (7) years after the final payment is made or longer where required by law.

7. **INDEMNIFICATION.**

(a) Except as otherwise provided in this AGREEMENT, and without waiving any rights or defenses under State or Federal law, TWO RIVERS agrees to defend, hold harmless, and indemnify COUNTY and its agents, boards, commissions, committees, departments, employees, officials, and officers for any and all liability of every kind and character, including liability arising from or for actions, causes of action, costs, charges, claims, damages, demands, expenses, fees, judgments, liens, losses, obligations, penalties, proceedings, reasonable attorney fees, settlements, and suits, for injury to persons, death, or damage to property (collectively "CLAIMS") arising in connection with or directly or indirectly out of this AGREEMENT caused by the acts or omissions of TWO RIVERS or an agent, employee, or assignee thereof. TWO RIVERS agrees that its duty to defend, hold harmless, and indemnify COUNTY applies to all CLAIMS whether it is alleged that COUNTY was negligent and without regard to whether such claims are groundless, false, or fraudulent. In the event that the actions of COUNTY are determined to be negligent, reckless, or intentional, TWO RIVERS will be relieved of its duty to indemnify COUNTY only to the extent of COUNTY's negligent, reckless, or intentional conduct as determined by mutual agreement or by judgment entered by a court of competent jurisdiction. TWO RIVERS agrees that its duty to defend, hold harmless and indemnify COUNTY will survive the termination of this AGREEMENT.

(b) Except as otherwise provided in this AGREEMENT, and without waiving any rights or defenses under State or Federal law, COUNTY agrees to defend, hold harmless, and indemnify TWO RIVERS and its agents, boards, commissions, committees, departments, employees, officials, and officers for any and all liability of every kind and character, including liability arising from or for actions, causes of action, costs, charges, claims, damages, demands, expenses, fees, judgments, liens, losses, obligations, penalties, proceedings, reasonable attorney fees, settlements, and suits, for injury to persons, death, or damage to property (collectively "CLAIMS") arising in connection with or directly or indirectly out of this AGREEMENT, caused by the acts or omissions of COUNTY or an agent, employee, or assignee thereof. COUNTY agrees that its duty to defend, hold harmless, and indemnify TWO RIVERS applies to all CLAIMS whether it is alleged that TWO RIVERS was negligent and without regard to whether such claims are groundless, false, or fraudulent. In the event that the actions of TWO RIVERS are determined to be negligent, reckless, or intentional, COUNTY will be relieved of its duty to indemnify TWO RIVERS only to the extent of TWO RIVERS' negligent, reckless, or intentional conduct as determined by mutual agreement or by judgment entered by a court of competent jurisdiction. COUNTY agrees that its duty to defend, hold harmless and indemnify TWO RIVERS will survive the termination of this AGREEMENT.

8. **IMMUNITY.** MANITOWOC COUNTY and TWO RIVERS are governmental entities entitled to governmental immunity under law, including Wis. Stat. § 893.80. Nothing contained in this AGREEMENT shall waive the rights and defenses to which MANITOWOC COUNTY or TWO RIVERS may be entitled to under law, including all immunities, limitations, and defenses under Wis. Stat. § 893.80 or any subsequent amendment thereof. The rights and obligations set forth in this Paragraph shall survive the termination or expiration of this AGREEMENT.

9. **NOTICE.** Any notice given under this AGREEMENT shall be in writing and shall be deemed to have been properly given when delivered in person or by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Manitowoc County:

Director  
Manitowoc County  
Emergency Services 1024  
South 9th Street  
1st Floor, Room 113  
Manitowoc, WI  
54220

If to Two Rivers:

Fire Chief  
City of Two Rivers Fire  
Department 2122 Monroe  
Street  
Two Rivers, WI 54241

Each PARTY has a duty to notify the other PARTY within a reasonable time of any change of address.

**10. RESERVATION OF RIGHTS; NO WAIVER.**

(a) No condition, covenant, or term of this AGREEMENT shall be waived unless the waiver is made in writing and signed by duly authorized representatives of both PARTIES.

(b) The failure of a PARTY to take action with respect to any breach by the other PARTY of any covenant, condition, or obligation in this AGREEMENT shall not be a waiver of such covenant, condition, or obligation or a subsequent breach of the same or any other covenant, condition, or obligation.

**11. CHOICE OF LAW.** This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Wisconsin. Any lawsuit related to or arising out of a dispute under this AGREEMENT shall be commenced and tried in the circuit court of Manitowoc County, Wisconsin, and MANITOWOC COUNTY and TWO RIVERS submits to the exclusive jurisdiction of the circuit court of Manitowoc County, Wisconsin and the United States District Court for the Eastern District of Wisconsin for such lawsuits.

**12. WAIVER OF RIGHT TO JURY TRIAL.** Each PARTY, to the extent permitted by law, waives its right to a jury trial in connection with any judicial action or proceeding that may arise concerning the construction, interpretation, application, or enforcement of this AGREEMENT.

**13. NON-APPROPRIATION OF FUNDS, SUSPENSION OF SERVICES.** If the governing body of either MANITOWOC COUNTY or TWO RIVERS fails to appropriate sufficient funds to carry out that PARTY's obligations under this AGREEMENT at any time during the term of this AGREEMENT, or any extension thereof, this AGREEMENT shall become null and void upon written notice to the other PARTY. This section will not relieve MANITOWOC COUNTY of its responsibility to pay for services furnished prior to the effective date of suspension. Services provided under this AGREEMENT will be reinstated immediately upon notice that sufficient funds have been appropriated.

**14. SUBCONTRACTING.** TWO RIVERS agrees that it will not subcontract any service it is permitted to undertake pursuant to this AGREEMENT without the express written consent of MANITOWOC COUNTY.

15. **ASSIGNMENT.** Neither PARTY may assign any interest in this AGREEMENT without the express written consent of the other PARTY.

16. **INDEPENDENT CONTRACTOR STATUS.** The parties agree and understand that they shall perform their obligations under this AGREEMENT as independent parties to the AGREEMENT. Nothing in this AGREEMENT shall be construed to make either party an agent, employee, employer, partner, or representative of the other party or to otherwise create any other association between the parties.

17. **THIRD PARTY BENEFICIARIES.** This AGREEMENT shall not provide any person not a party to this AGREEMENT with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this AGREEMENT.

18. **SIGNATURE AUTHORITY.** The persons signing this AGREEMENT warrant that they have been authorized to enter into this AGREEMENT by and on behalf of their respective PARTIES and that they have full and complete authority to bind their respective PARTIES by executing this AGREEMENT.

19. **PARAGRAPH HEADINGS.** All paragraph and subparagraph headings contained in this AGREEMENT are for convenience in reference only, and are not intended to define or limit the scope of any provision.

20. **COPIES AND COUNTERPARTS.** This AGREEMENT may be executed in separate counterparts, each of which is deemed an original and all of which together constitute one and the same instrument. Signatures on a copy of this AGREEMENT or on a copy of any other documents provided pursuant to this AGREEMENT that is transmitted by electronic mail or facsimile are binding upon the PARTIES and have the same legal effect as original signatures.

21. **MODIFICATION.** This AGREEMENT may not be altered, amended, or modified except by a written agreement which expressly states that it constitutes an amendment to this AGREEMENT and which has been signed by duly authorized representatives of the PARTIES.

22. **SEVERABILITY.** The provisions of this AGREEMENT are severable and if any condition, covenant, or term is found to be invalid, unenforceable, or void by a court of competent jurisdiction, then the remainder of the AGREEMENT shall remain in full force and effect and shall not in any way be affected, impaired, or invalidated.

23. **ENTIRE AGREEMENT.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes any and all other agreements, oral or written, between the PARTIES with respect to its subject matter. Each PARTY acknowledges that no agreement, inducement, promise, or representation has been made by or on behalf of any PARTY except as specifically set forth herein. Each PARTY agrees that no agreement, promise, or statement that is not contained in this AGREEMENT shall be binding on any PARTY. Each PARTY acknowledges and agrees it has relied on its own judgment in entering into this AGREEMENT.

**IN WITNESS WHEREOF,** the PARTIES, intending to be legally bound, have executed this AGREEMENT effective on the date that it is signed by all PARTIES.

MANITOWOC COUNTY

CITY OF TWO RIVERS

By: \_\_\_\_\_  
Rhonda Green  
Director, Emergency Services

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jessica Backus  
County Clerk

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gregory E. Buckley  
City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Amanda Baryenbruch  
City Clerk

Date: \_\_\_\_\_