

DISCLAIMER: This sample PSAP Back-Up agreement is provided with the PSAP COOP template as a resource and example only. Use of this agreement is not required nor endorsed by the State of Wisconsin and publication of this agreement shall not be construed as legal advice. PSAPs should work with appropriate legal counsel and the impacted parties when developing their own agreement(s) for PSAP back-up and abandonment during COOP activations.

INTER-MUNICIPAL MEMORANDUM OF UNDERSTANDING
BETWEEN MILWAUKEE COUNTY AND WAUKESHA COUNTY
REGARDING PUBLIC SAFETY ANSWERING POINT (PSAP) BACK-UP

WHEREAS, the Milwaukee County has for many years operated a public safety answering point (PSAP) in and for emergency dispatch service for the Milwaukee County, and

WHEREAS, Waukesha County has for many years operated a public safety answering point (PSAP) in and for emergency dispatch service for Waukesha County, and

WHEREAS, both municipalities believe that the operation of their facility is necessary to provide for the safety, security and well-being of its respective citizens, and

WHEREAS, from time to time, there may be malfunction or loss of power at one of the PSAPS which may require said operation to rely on the other for back-up service, and

THEREFORE, in consideration of the mutual promises made herein and in consideration of the future services to be provided to each other as required herein, the County and the Milwaukee County agree as follows:

1. Waukesha County agrees to act as the back-up PSAP and dispatch center for Milwaukee County. Milwaukee County and Waukesha County will agree to standard operating procedures to implement this back-up responsibility in the event Milwaukee County declares such a need. See Exhibit A "WCC SOP".
2. Milwaukee County hereby agrees to act as the back-up PSAP and dispatch center for Waukesha County. Waukesha County and Milwaukee County will agree to standard operating procedures to implement this back-up responsibility in the event Waukesha County declares such a need. See Exhibit B "Milwaukee County SOP",
3. Waukesha County further agrees to provide to Milwaukee County any equipment the parties mutually agree is necessary for Milwaukee County to act as back-up for Waukesha County.
4. This Agreement shall be for a period of up to sixty (60) months and shall commence on January 1, 2021 and shall terminate on December 31, 2025. Upon written notice by either party, this agreement may be terminated provided said notice provides for a termination on a first of a month more than sixty (60) days from receipt of the notice.

5. Each party shall indemnify, save and hold harmless the other party, its officers, employees, agents and representatives from any liability (including statutory liability and liability under worker's compensation or other occupational disease law), claim, action, loss, cost, damage, injury (including death), or expense, including attorney's fees, due to the negligence or other fault of its officers, employees, agents and representatives, arising out of or resulting from the implementation of this Agreement by the respective parties. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.
6. Milwaukee County shall not be covered under Waukesha County's worker's compensation, nor shall Waukesha County be covered under Milwaukee County's worker's compensation. All responsibilities to pay wages, provide employees benefits, including worker's compensation, and other similar employer responsibilities shall remain with the respective parties for their own employees.
7. Notices required or deemed advisable under this Agreement shall be made in writing and delivered personally or by registered or certified mail upon Waukesha County at:

Waukesha County Department of Emergency Preparedness
1621 Woodburn Rd
Waukesha, WI 53188

and upon Milwaukee County to:

Office of Emergency Management
821 West State Street Suite 305
Milwaukee, WI 53233
8. The relationship of Milwaukee County and Waukesha County shall be that of an independent contractor and Milwaukee County shall be entitled to none of the rights, benefits, salaries, wages or fringe benefits to which employees of Waukesha County are eligible and vice versa. Nothing in this Agreement shall be construed so as to give either Milwaukee County or Waukesha County, its employees or agents to be any relationship to each other, other than as independent contractors.
9. All personnel acting for a member under this compact shall, at all times, remain an employee of the person's own county. There will be no charges

between participating counties for the first 48 hours of assistance. If assistance is required beyond that time, the assisting county will invoice the requesting county for all expenses incurred on their behalf beyond the initial 48 hours. However, any expenses incurred by the assisting County during the first 48 hours of the incident which are later determined to be recoverable from third parties, responsible parties or State and Federal disaster assistance fund as eligible, those identified expenses shall be reimbursed to the assisting County.

10. The parties agree that there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.
11. No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.
12. There shall be no modifications to this Agreement, except in writing, signed by both parties.
13. The entire agreement of the parties is contained herein, except for the standard operating procedures which will be hereafter agreed to by the parties, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between Milwaukee county and Waukesha County relating to the subject matter.
14. Both parties hereto having read and understood the entirety of this Agreement consisting of three (3) typewritten pages hereby affix their duly authorized signatures.
15. This agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
16. In the event any provisions of this contract shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

MILWAUKEE COUNTY:



DATE October 8, 2021

WAUKESHA COUNTY:



DATE October 8, 2021