



DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BRANN			
BUR			
ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
MEYER			
MOELLER			
NEINAS			
O'CONNOR			
RUNQUIST			
SCHULTZ			
SITTE			
VIRLEE			
ZIPPERER			

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: Virlee Adopted Defeated

1st Virlee 2nd Meyer

Yes: _____ No: _____ Exc: _____

Reviewed by: [Signature], Corp. Counsel

Reviewed by: Maurice Murphy, Administrator

FISCAL IMPACT: This resolution asks the Board to urge all citizens to celebrate the observance and to support as per lines 42 thru 44 of this resolution. No fiscal implication. sms

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 29th day of July, 2014 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

Resolution No. 2014-62
INTERNATIONAL MIGRATORY BIRD DAY

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Migratory birds are some of the most beautiful and easily observed wildlife that share our communities, and

WHEREAS, Many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring, and

WHEREAS, These migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide, and

WHEREAS, Migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; and

WHEREAS, Public awareness and concern are crucial components of migratory bird conservation; and

WHEREAS, Citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining health bird populations, and

WHEREAS, Since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S., and

WHEREAS, Hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun, and

WHEREAS, While IMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants, and

WHEREAS, IMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action,

NOW THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby proclaim the second Saturday in May, as International Migratory Bird Day in the County of Door.

BE IT FURTHER RESOLVED, That the County Board urges all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

SUBMITTED BY: AIRPORT & PARKS COMMITTEE

[Signature] Richard Virlee, Chairman
[Signature] Charles Brann
[Signature] Kenneth Fisher
[Signature] Joel Gunnlaugsson
[Signature] Ben Meyer
[Signature] Richard Haines
[Signature] Tim O'Connor



DOOR COUNTY

**Resolution No. 2014-63
OPPOSITION TO PROPOSED LAPSE IN STATE FUNDING
TO CIRCUIT COURT SYSTEM**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BRANN	✓		
BUR	✓		
ENGLEBERT	✓		
ENIGL	✓		
FISHER	✓		
GUNNLAUGSSON	✓		
HAINES	✓		
HALSTEAD	✓		
KOCH	✓		
KOHOUT	✓		
LIENAU	✓		
MEYER	✓		
MOELLER	✓		
NEINAS	✓		
O'CONNOR	✓		
RUNQUIST			✓
SCHULTZ	✓		
SITTE	✓		
VIRLEE	✓		
ZIPPERER	✓		
	30	0	1

BOARD ACTION
Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted Defeated

1st Kohout 2nd Fisher

Yes: 30 No: 0 Exc: 1

Reviewed by: [Signature], Corp. Counsel

Reviewed by: Maura Murphy, Administrator

FISCAL IMPACT: This resolution requests that the State of Wisconsin re-instate the \$11.8 million to the Wisconsin Court System in order to appropriately fund the required expenditures for County courts. sms

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 29th day of July, 2014 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, In addition to facing a \$5.8 million cut in state appropriations during the 2013-15 state biennial budget, the Wisconsin court system must lapse (return) \$11.8 million to the state general fund during this same two-year period; and

WHEREAS, This reduction in state funding significantly impacts the Door County circuit court system, i.e., the Door County circuit court system will no longer receive state funding at its previous level in the form of circuit court payments; interpreter assistance; and guardian ad litem assistance; and

WHEREAS, This reduction in state funding will result in Door County picking up a larger percentage of circuit court system costs and, in view of the strict levy limits imposed on counties, will create a tremendous financial challenge to Door County; and

WHEREAS, It is in the best interests of Door County to oppose the reduction in state funding of the circuit court system.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors hereby states its opposition to the Wisconsin court system's lapse (return) of \$11.8 million to the state general fund.

BE IT FURTHER RESOLVED, That the Door County Clerk shall forward a copy of this resolution to Door County's State Legislators, Governor Scott Walker, Chief Justice Shirley S. Abrahamson, the Director of State Courts, the Wisconsin Counties Association, and all other Wisconsin Counties.

SUBMITTED BY: LEGISLATIVE COMMITTEE

[Signature] [Signature]
Susan Kohout, Chairperson Ken Fisher

[Signature] [Signature]
John Bur Richard Virlee

[Signature]
Kathy Schultz



DOOR COUNTY

Resolution No. 2014-64

**TRANSFER OF NON-BUDGETED FUNDS
JUSTICE CENTER COMPUTER ROOM COOLING SYSTEM**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BRANN	✓		
BUR	✓		
ENGLEBERT	✓		
ENIGL	✓		
FISHER	✓		
GUNNLAUGSSON	✓		
HAINES	✓		
HALSTEAD	✓		
KOCH	✓		
KOHOUT	✓		
LIENAU	✓		
MEYER	✓		
MOELLER	✓		
NEINAS	✓		
O'CONNOR	✓		
RUNQUIST			✓
SCHULTZ	✓		
SITTE	✓		
VIRLEE	✓		
ZIPPERER	✓		
	20	0	1

BOARD ACTION

Vote Required: Two Thirds of Entire Membership

Motion to Approve Adopted

1st Lienau Defeated

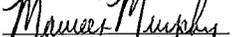
2nd Brann

Yes: 20 No: 0 Exc: 1

Reviewed by:

 Corp. Counsel

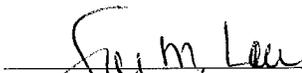
Reviewed by:

 Administrator

FISCAL IMPACT: The fiscal impact would be a reduction to the contingency expense 100.06.1161.59103 by the amount as stated leaving a balance of \$237,790.57. No further fiscal implication is anticipated. Sms

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 29th day of July, 2014 by the Door County Board of Supervisors.


Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, In accordance with Section 65.90(5)(a) Wisconsin
2 Statutes and Rules of Order #19 the amounts of the various
3 appropriations and the purposes for such appropriations stated in a
4 budget may not be changed unless authorized by a vote of two-thirds
5 of the entire membership of the Door County Board of Supervisors;
6 and

7
8 **WHEREAS**, The County Board adopted the 2014 Capital
9 Improvement Project (CIP) to install a precision cooling system for the
10 Door County Justice Center computer equipment. This cooling system
11 is critical to the computer equipment that operates the 911 call center;
12 and

13
14 **WHEREAS**, The amount budgeted during the 2014 CIP budget
15 process was estimated at \$74,000. The project was bid out and the
16 sole source bid was reviewed by the Property Committee. The
17 Information Systems (IS) director was to clarify some of the line item
18 costs and construction procedures with the sole source vendor. This
19 was accomplished and the Property Committee approved the bid and
20 move it forward to the Finance Committee for the additional funding of
21 \$14,165 that is needed; and

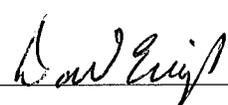
22
23 **WHEREAS**, The Finance Committee is recommending that an
24 amount not to exceed **\$15,512** be transferred from the contingency
25 expense 100.06.1161.59103 to the CIP Maintenance line
26 401.51.7190.69901.00037 to cover the additional costs.

27
28 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County
29 Board of Supervisors does hereby approve an amount not to exceed
30 **\$15,512** be transferred from the contingency expense
31 100.06.1161.59103 to the CIP Maintenance line
32 401.51.7190.69901.00037 to cover the additional costs.

**SUBMITTED BY:
Finance Committee**

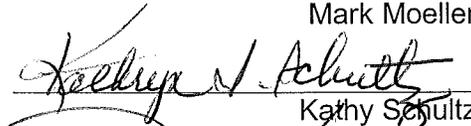

David Lienau, Chairman


Charles Brann


David Enigl


Joel Gunnlaugsson


Mark Moeller


Kathy Schultz


Leo Zipperer



DOOR COUNTY

**Resolution No. 2014-65
INTERGOVERNMENTAL AGREEMENT (DOOR, KEWAUNEE & SHAWANO
COUNTIES) PROVISION OF COMPREHENSIVE COMMUNITY SERVICES
ON A REGIONAL BASIS**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BRANN			
BUR			
ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
MEYER			
MOELLER			
NEINAS			
O'CONNOR			
RUNQUIST			
SCHULTZ			
SITTE			
VIRLEE			
ZIPPERER			

Vote
Vote
Vote

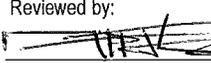
BOARD ACTION

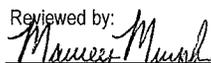
Vote Required: Majority Vote of Total Membership

Motion to Approve Adopted Defeated

1st Moeller 2nd Kohout

Yes: _____ No: _____ Exc: _____

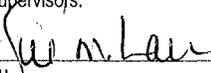
Reviewed by:  Corp. Counsel

Reviewed by:  Maurice Murphy, Administrator

FISCAL IMPACT: This resolution approves the intergovernmental agreement with the counties named in line 8 in the formation of a Regional Comprehensive Community Service. sms

Certification:

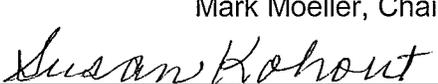
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 29th day of July, 2014 by the Door County Board of Supervisors.


Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Door County authorized, by adoption of Resolution No.
2 2013-31 on April 15, 2014, the establishment of a county-wide
3 Comprehensive Community Services Program; and
4
5 **WHEREAS**, It is deemed appropriate to deliver certain
6 Comprehensive Community Services on a regional basis; and
7
8 **WHEREAS**, Kewaunee County and Shawano County have indicated
9 they are interested in and prepared to join with Door County to offer
10 certain Comprehensive Community Services on a regional basis; and
11
12 **WHEREAS**, §66.0301, Wis. Stats. Authorizes cooperation by and
13 between counties for "...the joint exercise of any power or duty required
14 or authorized by law...".
15
16 **NOW THEREFORE, BE IT RESOLVED**, By the Door County Board
17 of Supervisors that the *Regional Comprehensive Community Services*
18 *Agreement* is hereby approved.
19
20 **BE IT FURTHER RESOLVED**, That the Human Services Director is,
21 subject to the general oversight of the Human Services Board and CCS
22 Coordination Committee, authorized to execute and administer the
23 *Regional Comprehensive Community Services Agreement* and implement
24 and administer the provision of comprehensive community services on a
25 regional basis.
26

SUBMITTED BY: Human Services Board

 Mark Moeller, Chair  Roy Englebert

 Susan Kohout  David Lienau

Holly Runquist

Helen Bacon
Thomas Leist
Joe Miller
John Beck, MD

Regional Comprehensive Community Services Agreement

This Regional Comprehensive Community Services Agreement (“Agreement”) is entered into by and among Door, Kewaunee, and Shawano (collectively “Counties”), all of whom are counties and political subdivisions of the State of Wisconsin organized and existing pursuant to the Wisconsin Constitution and Ch. 59, Wis. Stats. for purposes of forming a regional comprehensive community services (“CCS”) program consistent with §§49.45(30e)(b), 49.46(2)(b)6.Lm, & 51.42(7)(b) Wis. Stats. and Ch. DHS 36, Wis. Adm. Code.

WHEREAS, Wisconsin counties may enter into contracts with each other under the authority of §66.0301, Wis. Stats. for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law and each County may act under the contract to the extent of its lawful powers and duties; and

WHEREAS, The CCS program is a locally-administered program for persons with mental health and/or substance-use disorders that provides a flexible array of individualized, community-based, psycho-social rehabilitation services authorized by a mental health and/or substance abuse professional; and

WHEREAS, The Wisconsin 2013-2015 biennial budget (Act 20) allows DHS to provide additional funding for CCS programs when delivered in an approved regional service model; and

WHEREAS, Door, Kewaunee and Shawano, acting for their benefit and for the health, safety, and welfare of their citizens, deem it to be in their mutual interest to enter into an intergovernmental cooperation agreement to provide services to the residents of each of the Counties through a shared services model CCS program.

NOW, THEREFORE, in consideration of the promises set forth above, and the mutual agreements, covenants, promises and obligations set forth below, the sufficiency of which are hereby acknowledged, the Counties agree as follows:

1. **Purpose.** The purpose of this Agreement is to best serve the recovery goals of CCS consumers across Door, Kewaunee and Shawano Counties through the creation of a shared services model CCS program.
2. **Effective date, term and termination.**
 - (a) The initial term of this Agreement is from August 1, 2014 until December 31, 2014.
 - (b) At the end of the initial term, this Agreement will automatically renew for successive one-year terms from January 1 to December 31.

- (c) Any County may terminate its participation in this Agreement and terminate its obligations by providing all other participating Counties with written notice of its desire to terminate on or before June 1 of the year in which the County desires to terminate. Any termination will be effective December 31 of the year in which the notice of termination is provided. A County's termination will not affect the duties and obligations of the Counties that do not terminate. Provisions of this Agreement intended as continuing obligations will survive termination.
3. **County Responsibilities.** Each County will apply for and maintain certification with the Wisconsin Department of Health Services ("DHS") to operate a CCS program pursuant to §§ DHS 36.04 – 36.065, Wis. Adm. Code. Counties further agree to meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this Agreement. In addition, the Counties shall:
- (a) Cooperate with each other in establishing reasonable procedures for the administration of this contract.
 - (b) Assist with developing quality assurance systems.
 - (c) Assist with assuring that DHS guidelines are being met.
4. **CCS Coordination Committee [§ DHS 36.09, Wis. Adm. Code].**
- (a) Each County will (individually) create and appoint members to a CCS Coordination Committee that includes representatives from various county departments, including individuals who are responsible for mental health and substance abuse services, service providers, community mental health and substance abuse advocates, consumers, family members and interested citizens.
 - (b) An existing committee within the county may serve as the coordinating committee if it has the membership required and agrees to undertake the responsibilities required under § DHS 36.09, Wis. Adm. Code.
 - (c) At least one-third of the total membership of the coordination committee shall be consumers. No more than one-third of the total membership of the coordination committee may be county employees or providers of mental health or substance abuse services.
5. **Duties of County CCS Coordination Committees.**
- (a) County CCS Coordination Committees will review and make recommendations regarding the initial and any revised CCS plan required

under § DHS 36.07, Wis. Adm. Code, the CCS quality improvement plan, personnel policies, and other policies, practices, or information that the committee deems relevant to determining the quality of the CCS program and protection of consumer rights.

- (b) County CCS Coordination Committees will maintain written minutes of meetings and a membership list, and meet at least quarterly.

6. Regional CCS Steering Committee.

- (a) The shared services region will have a Regional CCS Steering Committee. The chief executive officer of each county shall appoint the members of the Steering Committee. The Steering Committee shall consist of nine (9) members (See: (e) below). The members of the Steering Committee shall appoint a chairperson.
- (b) The Regional CCS Steering Committee shall do all of the following:
 - 1) Study and make recommendations regarding the provision of comprehensive community services on a regional basis;
 - 2) Identify, evaluate, and make recommendations regarding any gaps in service across the region; and
 - 3) Dispute resolution (See: Par. 14 below);
 - 4) Review and (if and as needed) recommend changes to this Agreement at least annually.
- (c) The Regional CCS Steering Committee will maintain a membership list, hold regularly scheduled meetings at least semi-annually and may hold special meetings as it determines necessary, and maintain written minutes of meetings. Minutes will be maintained by Shawano County, who will also facilitate each committee meeting and maintain an active membership list.
- (d) Each County will designate a staff member to maintain a liaison between the Regional Steering Committee and County.
- (e) Each County shall appoint three members from its CCS Coordination Committee to serve on the Regional CCS Steering Committee. At least one of those three members from each county shall be a consumer, and no more than one member from each county shall be a county employee or provider of mental health or substance abuse services.

7. Additional Shared Responsibilities of the Counties. Counties agree, to the degree feasible and practicable, to:

- (a) Ensure uninterrupted services to participants that relocate to another county in the region.

- (b) Develop, implement, and maintain a comprehensive community services plan and quality improvement plan per §§ DHS 36.07 & .08 Wis. Adm. Code.
 - (c) Ensure that staff members meet credential requirements, minimum qualifications, and are provided with supervision, and clinical collaboration as provided in § DHS 36.10 & .12, Wis. Adm. Code.
 - (d) Collaborate to provide initial and ongoing training to ensure that the CCS personnel employed in this region meet the orientation and training requirements set out in § DHS 36.12, Wis. Adm. Code. Door County will facilitate a contract with a vendor to provide facilitation and maintenance of training and training files for all CCS personnel. This contracted vendor will also be responsible for obtaining the required criminal background checks.
 - (e) Meet the consumer services requirements set out in §§ DHS 36.13 - .19 Wis. Adm. Code.
 - (f) Share clinical supervision and data collection. Door County will take the lead on creation of a shared data collection/evaluation process, utilizing The Clinical Manager (TCM).
 - (g) Collaborate to ensure continuity of program structure and service provision.
 - (h) Explore and propose additional avenues to achieve efficiencies through the shared provision of CCS programming.
 - (i) Hold monthly meetings between the clinical supervisors of each County to conduct chart audits and program reviews. Each County will host at least one onsite meeting per year with all three clinical supervisors present to conduct chart audits and program review.
 - (j) Administer this Agreement, including review and modification as needed. Kewaunee County agrees to facilitate this duty.
 - (k) Pursue the development and expansion of Certified Peer Specialists. Kewaunee County currently employs a Peer Specialist and agrees to lead the partner counties in this area.
 - (l) Whatever else that may reasonably be required to facilitate the effective and efficient provision of CCS on a regional basis.
8. **Civil Rights Compliance.** The Counties shall comply with all state and federal requirements related to civil rights compliance.

9. **HIPAA Compliance.** Each County agrees to comply with the federal regulations implementing the Health Insurance and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the County provides or purchases under this Agreement.

10. **Indemnification.**

- (a) Each County agrees to indemnify, defend, protect, save and hold the other Counties harmless from and against any claim, damage, loss, liability, injury, cost, and expense (including reasonable attorneys' fees and expenses) in connection with any loss or damage arising out of or resulting in any way from the acts or omissions to act, negligence, or willful misconduct of the County in connection with the exercise of its rights and obligations under the terms of this Agreement.
- (b) Nothing in this Agreement will constitute or be considered a limitation upon or a waiver of the privileges, immunities, and limitations on damages afforded any County.

11. **Notice.**

(a) Any notices required or permitted hereunder will be given in writing and will be delivered (a) in person, with proof of service (b) by certified mail, postage prepaid, return receipt requested, (c) by registered mail, postage prepaid, with evidence of safe delivery from the U.S. Postal Service or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices will be addressed as follows:

- 1) For Door County
Joe Krebsbach, Director DHS
421 Nebraska St.
Sturgeon Bay, WI 54235
- 2) For Kewaunee County
Greg Thousand, Director DHS
810 Lincoln Street
Kewaunee, WI 54216
- 3) For Shawano County
Kelly Bueschel, Interim Director
504 Lakeland Rd.
Shawano, WI 54166

(b) Any County may, from time to time, specify in writing to the other Counties a different person or address for notice.

(c) Notices will be effective upon delivery.

12. The privileges and obligations under this Agreement may not be assigned without the prior written authorization of all Counties.

13. The Counties each agree to exercise good faith, make reasonable efforts, and take whatever cooperative action is necessary to fulfill the intent and purposes of this Agreement.

14. Dispute Resolution.

(a) In the event that any County or Counties to this Agreement claims that another County to this Agreement has not performed its obligations under the Agreement, the County or Counties claiming non-performance shall deliver written notice of the nonperformance, which shall include a description of the alleged nonperformance, to the nonperforming County. The County receiving the notice shall have a period of fifteen (15) days to cure any deficiency in performance.

(b) If a County fails to cure a deficiency within the time provided, the dispute shall be submitted to the Regional CCS Steering Committee, which shall attempt to settle the dispute through direct discussions. If any dispute between the Counties arising out of or relating to this Agreement cannot be settled through direct discussions, the Counties agree to first endeavor to settle the dispute by alternative dispute resolution (e.g. mediation or arbitration) before recourse to a court.

(c) If any dispute is not resolved by the means described above, the Counties may pursue any and all legal or equitable remedies provided by law.

15. This Agreement will be subject and subordinate to applicable federal or state laws, codes, regulations, ordinances, rules and orders.

16. If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect, unless a provision which is of the essence to this Agreement be determined void.

17. Failure of a County to insist on strict performance of any of the provisions of this Agreement, or failure to exercise any of a County's rights hereunder, will not waive such rights.

18. Each County has participated in negotiating and drafting this Agreement. If an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Counties had drafted it jointly, as opposed to being construed

against a County because it was responsible for drafting one or more provisions of this Agreement.

19. This Agreement constitutes the entire Agreement and understanding of the Counties and supersedes all offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by all Counties.
20. The signatories to this Agreement warrant that they have the full authority to enter into this Agreement and make it binding on the Counties to the Agreement without further action or approval.
21. This Agreement will be binding upon and will inure to the benefit of the Counties hereto and their respective legal representatives, and permitted successors and assigns.
22. Each of the Counties acknowledges having read and represents an understanding of the provisions of this Agreement.

For Door County:

Accepted and agreed this _____ day of _____ 2014.

Daniel Austad, Supervisor, District 8
Door County Board Chair

Maureen Murphy
Door County Administrator

For Kewaunee County:

Accepted and agreed this _____ day of _____ 2014.

Ron Heuer
Kewaunee County Board Chair

Edward J. Dornier
Kewaunee County Administrator

For Shawano County:

Accepted and agreed this _____ day of _____ 2014.

Gerald Erdmann
Shawano County Board Chair

Rosemary Rueckert
Shawano County Clerk



DOOR COUNTY

**Resolution No. 2014-66
APPROVAL OF WISCONSIN COASTAL MANAGEMENT
PROGRAM GRANT FOR THE DUNES LAKE PROTECTION AND
FEASIBILITY STUDY**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BRANN			
BUR			
ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
MEYER			
MOELLER			
NEINAS			
O'CONNOR			
RUNQUIST			
SCHULTZ			
SITTE			
VIRLEE			
ZIPPERER			

Vote Voted

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve: _____ Adopted

1st Fisher Defeated

2nd Meyer

Yes: _____ No: _____ Exc: _____

Reviewed by: [Signature], Corp. Counsel

Reviewed by: Maurice Murphy, Administrator

FISCAL IMPACT: The WCMP Grant will be used up to the grant amount of \$5,000 for the purpose as stated in lines 17 through 21—no county monies will be utilized. sms

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 29th day of July, 2014 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

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WHEREAS, Section 59.52(19) Wis. Stats. empowers the County Board to accept donations, gifts, or grants of money for any public governmental purpose within the powers of the County; and

WHEREAS, Resolution 75-84 entitled "Gifts, Grants & Donations to the County of Door" requires approval of the Door County Board of Supervisors, for acceptance of all donations, gifts, and grants whether in the form of money, or personal or real property; and

WHEREAS, Rule of Order # 38, entitled 'Donations, Gifts or Grants', authorized an oversight committee to accept donations, gifts or grants; requires County Board be provided notice of any donation, gift or grant in excess of \$1,000 prior to acceptance; and requires that an itemized report of all donations, gifts or grants shall be submitted to the county board on an annual basis; and

WHEREAS, The Wisconsin Coastal Management Program has offered a grant of \$5,000. The purpose of said grant is to support a feasibility study of a potential nutrient reduction filtration system, which makes use of innovative and passive technologies, designed to protect Dunes Lake; and

WHEREAS, The Land Conservation Committee (LCC) has voted to accept the aforesaid grant.

NOW THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby approve the acceptance of the Wisconsin Lake Planning Grant in the amount of \$5,000 for the above stated purpose.

BE IT FURTHER RESOLVED, That the aforesaid grant and donation shall be administered by the Soil & Water Conservation Department, subject to oversight by the Land Conservation Committee.

**SUBMITTED BY:
Land Conservation Committee**

[Signature]
Ken Fisher, Chair

[Signature]
Randy Halstead

[Signature]
Ben Meyer

[Signature]
John Neinas

[Signature]
Mike Vandenhouten



DOOR COUNTY

Resolution No. 2014-67

Letter Agreement

[Cellcom – Lease Space on County-Owned Towers]

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BRANN			
BUR			
ENGBERT			/
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
MEYER			
MOELLER			
NEINAS			
O'CONNOR			
RUNQUIST			
SCHULTZ			
SITTE			
VIRLEE			
ZIPPERER			

House Vote

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WHEREAS, Cellcom owns communication towers and accessory structures, situated in the Town of Baileys Harbor, Town of Fish Creek, Town of Jacksonport, Town of Washington, and Town of Gibraltar (Chambers Island), which it operates in conjunction with its business. Cellcom has long made space available, gratis, for Door County's communication equipment on / in these towers and structures; *and*

WHEREAS, Cellcom and Door County memorialized and formalized the status quo in 2013 and 2014 by means of five (five-year) Tower Space Lease Agreements; *and*

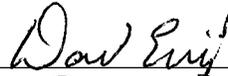
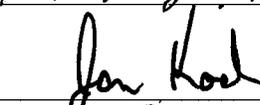
WHEREAS, Door County's ability to collocate its equipment in / on Cellcom's communication towers / accessory structures, gratis, is crucial to the County's public safety (and other) communication systems and thereby serves a legitimate public purpose; *and*

WHEREAS, Cellcom has, reasonably, requested that Door County execute a letter agreement (attached hereto and incorporated herein by reference as if set forth in full) as a quid pro quo.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby approve the attached letter agreement.

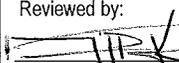
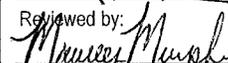
BE IT FURTHER RESOLVED, That the County Board Chairperson is authorized to execute the letter agreement on behalf of Door County.

SUBMITTED BY: INFORMATION SYSTEMS COMMITTEE

 _____ David Enigl, Chairman	 _____ Ben Meyer
 _____ Richard Haines	 _____ Mark Moeller
 _____ Jon Koch	 _____ Don Sitte
 _____ David Lienau	

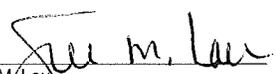
BOARD ACTION
Majority Vote of the Total
Vote Required: Membership

Motion to Approve: Adopted Defeated
1st Enigl
2nd Moeller
Yes: ___ No: ___ Exc: ___

Reviewed by:  Corp. Counsel
Reviewed by:  Administrator

FISCAL IMPACT: This resolution formalizes and memorializes an arrangement with Cellcom for Door County's ability to collocate equipment as per lines 13 thru 20. No fiscal impact. sms

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 29th day of July, 2014 by the Door County Board of Supervisors.



Jill M. Lau
County Clerk, Door County



DOOR COUNTY

Resolution No. 2014-68

**Tower Space Lease Agreement
[Cellcom – Baileys Harbor Site]**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BRANN			
BUR			
ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
MEYER			
MOELLER			
NEINAS			
O'CONNOR			
RUNQUIST			
SCHULTZ			
SITTE			
VIRLEE			
ZIPPERER			

Adopted 10/6

BOARD ACTION
Majority Vote of the Total
Vote Required: Membership

Motion to Approve Adopted
 1st Enigl Defeated
 2nd Sitte
 Yes: _____ No: _____ Exc: _____

Reviewed by: [Signature], Corp. Counsel
 Reviewed by: Maura Murphy, Administrator
FISCAL IMPACT: The fiscal impact is noted on page 2 of the agreement which is \$0 for the original term of five (5) years. Adjustments to the base rent after the original term are as stated on page 3 of the lease agreement. Sms

Certification:
 I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 29th day of July, 2014 by the Door County Board of Supervisors.
Jill M. Lau
 Jill M. Lau
 County Clerk, Door County

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WHEREAS, Rule No. 34 of the Rules of Order provides, in pertinent part, that "...no Committee of the County Board shall enter into any contract for a period in excess of three (3) years without prior approval of the County Board..."; and

WHEREAS, Cellcom owns a communication tower and accessory structure situated in the Town of Baileys Harbor, which it operates in conjunction with its business. Cellcom has long made space available, gratis, for Door County's communication equipment on / in this tower and structure; and

WHEREAS, Cellcom and Door County are interested in formalizing and memorializing the current arrangement, and believe it would be of mutual benefit to enter in to the proffered five-year Tower Space Lease Agreement (incorporated herein by reference as if fully set forth); and

WHEREAS, Door County's ability to collocate its equipment in / on Cellcom's communication tower / accessory structure is crucial to the County's public safety (and other) communication systems.

NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby approve the Tower Space Lease Agreement.

BE IT FURTHER RESOLVED, That the Information Systems Director, subject to the oversight of the Information Systems Committee, shall administer the Tower Space Lease Agreement.

SUBMITTED BY: INFORMATION SYSTEMS COMMITTEE

<u>[Signature]</u> David Enigl, Chairman	<u>[Signature]</u> Ben Meyer
<u>[Signature]</u> Richard Haines	<u>[Signature]</u> Mark Moeller
<u>[Signature]</u> Jon Koch	<u>[Signature]</u> Don Sitte
<u>[Signature]</u> David Lienau	



**Resolution No. 2014-70
CAPITAL IMPROVEMENTS PLAN
2015-2019**

DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BRANN	X		
BUR	X		
ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HAINES	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
MEYER	X		
MOELLER	X		
NEINAS	X		
O'CONNOR	X		
RUNQUIST			X
SCHULTZ	X		
SITTE	X		
VIRLEE	X		
ZIPPERER	X		
	20	0	1

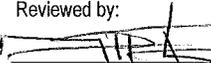
BOARD ACTION
Vote Required: Majority Vote of A Quorum.

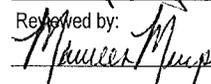
Motion to Approve Adopted

1st Lienau Defeated

2nd Brann

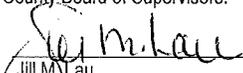
Yes: 20 No: 0 Exc: 1

Reviewed by:  , Corp. Counsel

Reviewed by:  Administrator

FISCAL IMPACT: Adoption of this resolution moves the 2015 C.I.P. projects forward as per the plan to be included with the 2015 budget process. 2016 thru 2019 will become part of the 2016 C.I.P process—2020 will be added and projects will again go through the review and approval process. EMS Central Station and Senior Resource Center will have \$500,000 and \$300,000 respectively set aside in a reserve with funding coming from the unassigned fund balance. sms

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 29th day of July, 2014 by the Door County Board of Supervisors.


Jill M. Lau
County Clerk, Door County

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, By adoption of Resolution 2007-38, the Door
2 County Board of Supervisors approved the *Capital Improvements*
3 *Plan, Policy and Procedures*; and

4
5 **WHEREAS**, The Finance Director crafted a *Capital*
6 *Improvements Plan 2015-2019*, which was reviewed by the Finance
7 Committee on July 14, 2014; and

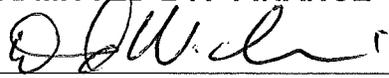
8
9 **WHEREAS**, The *Capital Improvements Plan 2015-2019* is
10 subject to review by the County Board.

11
12 **NOW, THEREFORE, BE IT RESOLVED**, By the Door County
13 Board of Supervisors that the *Capital Improvements Plan 2015-*
14 *2019* [which is incorporated herein by reference] is hereby
15 approved.

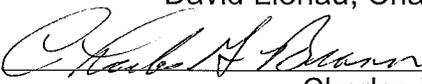
16
17 **BE IT FURTHER RESOLVED**, That the *Capital Improvements*
18 *Plan 2015-2019* is remanded to the Finance Committee for
19 inclusion in the 2015 Budget.

20
21 Tax Levy: \$ 3,357,419
22 Long Term Financing \$ 2,708,500
23 To EMS Central Station Reserve
24 from Unassigned Fund Balance \$ 500,000
25 To Senior Resource Ctr Reserve
26 from Unassigned Fund Balance \$ 300,000

SUBMITTED BY: FINANCE COMMITTEE



David Lienau, Chairman



Charles Brann



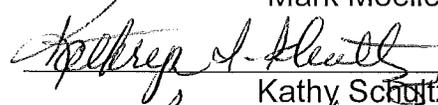
David Enigl



Joel Gunnlaugsson



Mark Moeller



Kathy Schultz



Leo Zipperer



DOOR COUNTY

Resolution No. 2014-71

2013 YEAR END CLOSEOUT TO GENERAL FUND

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BRANN	X		
BUR	X		
ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HAINES	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
MEYER	X		
MOELLER	X		
NEINAS	X		
O'CONNOR	X		
RUNQUIST			X
SCHULTZ	X		
SITTE	X		
VIRLEE	X		
ZIPPERER	X		
	20	0	1

BOARD ACTION
Vote
Required: Two Thirds of Entire Membership

Motion to Approve: Adopted Defeated

1st Lienau
2nd Schwartz

No: 0 Yes: 20 Exc: 1

Reviewed by: [Signature] Corp. Counsel

Reviewed by: Maura Murphy, Administrator

FISCAL IMPACT: The total unassigned fund balance at year end 2013 was \$10,679,120.38. This amount includes the closeout & all other authorized & required changes (unbudgeted transfer resolutions for projects to other funds) to/from the unassigned fund balance during the audit year of 2013. sms

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and on the 29th day of July, 2014 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

1 **WHEREAS,** In accordance with Section 65.90(5)(a) Wisconsin
2 Statutes and Rules of Order #19 the amounts of the various
3 appropriations and the purposes for such appropriations stated in a
4 budget may not be changed unless authorized by a vote of two-thirds of
5 the entire membership of the County Board of Supervisors; and

6
7 **WHEREAS,** The Door County General Fund departments
8 automatically close the remaining balances in their revenue and/or
9 expense accounts for the year ending 2013 to/from Unassigned Fund
10 Balance within the General Fund; and

11
12 **WHEREAS,** The General Administration Department within the
13 General Fund records transfers to/from the Unassigned Fund Balance for
14 all departments, reserve accounts and funds. Adopted Resolution
15 transfers from the unassigned fund balance to other funds for unbudgeted
16 projects during the 2013 year have been recorded in the General
17 Administration Department as transfer out expenditures; and

18
19 **WHEREAS,** The Human Services Department which includes the
20 Senior Resource Center Division transfers their 2013 year end fund
21 balances to the Unassigned Fund Balance within the General Fund after
22 being audited by the external auditors during the annual required audit.
23 The 2013 year end audited closeout for the General Fund and the Human
24 Services Departments is (\$1,147,311.46); and

25
26 **WHEREAS,** The Finance Committee is recommending that the
27 County Board recognize the 2013 closeout of General Fund departments
28 and the Human Service departments to/from the Unassigned Fund
29 Balance which is located within the General Fund account 100.33101.

30
31 **NOW, THEREFORE, BE IT RESOLVED,** That the Door County
32 Board of Supervisors does hereby recognize the closeout of
33 (\$1,147,311.46) for General Fund departments and Human Service
34 Departments to/from the Unassigned Fund Balance within the General
35 Fund account 100.33101 (*attachments*).

SUBMITTED BY: FINANCE COMMITTEE

[Signature] David Lienau, Chairman
[Signature] Charles Brann
[Signature] David Enigl
[Signature] Joel Gunnlaugsson

[Signature] Mark Moeller
[Signature] Kathy Schultz
[Signature] Leo Zipperer

Door County
Close out to Unassigned Fund Balance within General Fund Year Ending 12/31/2013
Audited - Budget Balances

<u>Dept No.</u>	<u>Department General Fund</u>	<u>Amended Budget</u>	<u>Plus Revenues</u>	<u>Less Expenditures</u>	<u>Balance to Unassigned FB</u>
10	County Clerk	206,477.60	37,179.81	222,496.26	21,161.15
11	County Board	203,159.00	-	171,526.37	31,632.63
12	County Treasurer	(409,013.00)	607,593.44	197,501.43	1,079.01
13	Information Systems	1,278,244.55	185,730.06	1,418,753.75	45,220.86
14	Corporation Counsel	359,931.00	8,401.74	368,533.81	(201.07)
15	Register of Deeds	(55,839.00)	373,575.54	267,917.18	49,819.36
16	Real Property Lister	154,638.00	4,085.59	158,052.00	671.59
17	Planning	630,689.00	143,861.75	703,446.32	71,104.43
18	Public Health	738,730.55	285,737.57	933,295.95	91,172.17
19	Sanitarian	334,559.57	257,723.32	563,943.11	28,339.78
20	Veterans	153,553.00	21,041.61	168,137.73	6,456.88
25	Clerk of Courts	425,889.94	547,153.13	905,182.12	67,860.95
26	District Attorney	317,783.00	63,099.58	346,451.44	34,431.14
27	Child Support	64,327.00	544,947.55	586,240.81	23,033.74
28	Sheriffs Department	7,395,888.58	559,199.35	7,847,597.81	107,490.12
29	Emergency Services	1,678,358.42	1,169,881.99	3,389,346.05	(541,105.64)
30	UW Extension	321,749.19	934.17	314,544.59	8,138.77
31	Soil & Water	511,956.38	623,943.68	1,007,474.42	128,425.64
34	Airport and Parks	951,702.12	370,964.59	1,099,614.64	223,052.07
35	Museum	51,491.00	2,275.00	47,352.71	6,413.29
36	Library	1,561,244.00	114,698.99	1,652,762.39	23,180.60
37	Maintenance	1,595,628.07	25,224.83	1,442,812.37	178,040.53
39	Medical Examiner	102,944.00	-	97,752.36	5,191.64
44	Human Resources	317,427.00	-	302,020.88	15,406.12
48	Finance	571,953.00	4,943.27	529,456.00	47,440.27
49	County Administrator	208,191.00	-	206,691.32	1,499.68

Sub-Total Prior to Use of Fund Balance, General
Expense & Transfer from Special Revenue Funds 19,671,662.97 5,952,196.56 24,948,903.82 674,955.71

06 General Fund Administration (3,645,327.97) 4,399,598.16 2,576,537.36 (1,822,267.17)

Sub-Total General Fund Including Transfer of Special Rev Funds	16,026,335.00	10,351,794.72	27,525,441.18	(1,147,311.46)
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	<u>Amended Budget</u>	<u>Plus Revenues</u>	<u>Less Expenditures</u>	<u>Change in Fund Balance</u>	<u>Transferred To General Fund</u>
Special Revenue Funds					
23 Senior Resource Center	404,635.76	1,592,566.38	1,809,510.69	187,691.45	143,322.70
47 Human Services	3,568,943.74	10,348,931.57	13,942,817.90	(24,942.59)	672,773.59
Sub-Total Special Revenues Funds	3,973,579.50	11,941,497.95	15,752,328.59	162,748.86	816,096.29



IN SUPPORT OF PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM

DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BRANN			
BUR			
ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HAINES			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
MEYER			
MOELLER			
NEINAS			
O'CONNOR			
RUNQUIST			
SCHULTZ			
SITTE			
VIRLEE			
ZIPPERER			

Vote

BOARD ACTION

Majority Vote of the Total
Vote Required: Membership

Motion to Approve Adopted

1st Gunnlaugsson Defeated

2nd Kohout

Yes: _____ No: _____ Exc: _____

Reviewed by: _____, Corp. Counsel

Reviewed by: Muriel Murphy, Administrator

FISCAL IMPACT: This resolution establishes standards for a mutual aid agreement for fire, rescue & emergency medical services for intergovernmental cooperation. Fiscal implications are noted on pages 6 & 7 of the agreement. sms

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 29th day of July, 2014 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, §66.0301 Wis. Stats. authorizes cooperation between municipalities, for the
2 receipt or furnishing of services or the joint exercise of any power or duty required or
3 authorized by law, including fire, rescue, and emergency medical services; and

4
5 WHEREAS, §66.0303 Wis. Stats. allows a municipality to contract with municipalities of
6 another state for the receipt or furnishing of services or the joint exercise of any power or duty
7 required or authorized by law, including fire, rescue, and emergency medical services; and

8
9 WHEREAS, §323.13 (1)(d), Wis. Stats. furnishes guidance and establishes standards for
10 emergency management programs for local units of government, such as standards for fire,
11 rescue, and emergency medical services that include the adoption of the intergovernmental
12 cooperation Mutual Aid Box Alarm System (also known as MABAS) as a mechanism that may
13 be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency
14 emergency response; and

15
16 WHEREAS, Ch. WEM 8, Wis. Adm. Code establishes standards for the adoption of
17 MABAS by a local governmental unit as a mechanism to be used for mutual aid for fire,
18 rescue, and emergency medical services and associated special operational services
19 consistent with §323.13 (1)(d), Wis. Stats.; and

20
21 WHEREAS, The standard MABAS Agreement was, in 2000, submitted to and approved
22 by the U.S. Attorney General as contemplated by §66.0303 Wis. Stats.; and

23
24 WHEREAS, The interests of public protection and safety will be well served by Door
25 County's adoption of MABAS.

26
27 NOW, THEREFORE, BE IT RESOLVED, that the Door County Board of Supervisors does
28 hereby adopt the intergovernmental cooperation Mutual Aid Box Alarm System and authorizes
29 the County Clerk and County Board Chairperson to execute the MABAS Agreement (which is
30 attached hereto and incorporated herein by reference as if set forth in full).

31
32 BE IT FURTHER RESOLVED, That the Emergency Services Director will administer the
33 MABAS Agreement, subject to the general oversight of the Emergency Services Committee.

34
35 BE IT FINALLY RESOLVED, That Door County encourages and supports all local
36 governmental units, including associated fire departments, to adopt the intergovernmental
37 cooperation MABAS and to execute the MABAS Agreement.

38

SUBMITTED BY: EMERGENCY SERVICES COMMITTEE

Joel Gunnlaugsson Joel Gunnlaugsson, Chairman

Jon Koch Jon Koch

Charles Brann Charles Brann

Susan Kohout Susan Kohout

Richard Haines Richard Haines

Tim O'Connor Tim O'Connor

Randy Halstead Randy Halstead

**MUTUAL AID BOX ALARM SYSTEM
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter “Unit(s)”) that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the parties hereto have determined because of geographical considerations it is important for Illinois units and Wisconsin units to coordinate mutual aid through the Mutual Aid Box Alarm System for the effective and efficient provision of Mutual aid; and

WHEREAS, it is recognized and acknowledged that emergencies, natural disasters, and man-made catastrophes do not conform to designated territorial limits and state boundaries; and

WHEREAS, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state. (Wis.Stats. 66.0303(3)(b).)

WHEREAS, the State of Illinois has provided similar provisions under the “Intergovernmental Cooperation Act” of 5 ILCS 220/1 et seq.

WHEREAS, Wisconsin Statutes § 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department’s jurisdiction; and

WHEREAS, 2005 Wis. Act 257 amended § 166.03(2)(a)3 of the Wisconsin Statutes relating to standards for local emergency management programs and as further codified under § 323.13(1)(d), Wis. Stats.; and

WHEREAS, pursuant thereto the Adjutant General of the Department of Military Affairs of the State of Wisconsin is authorized to furnish guidance, develop and promulgate standards for emergency management programs; and

WHEREAS, pursuant thereto the standards for fire, rescue and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response; and

WHEREAS, pursuant to such authority, Wis. Admin. Code. Chapter WEM 8 was promulgated in order to establish standards for the adoption of MABAS by local governments as a mechanism to be used for mutual aid for fire rescue and emergency medical services; and

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to associate to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster;.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereinafter 'MABAS') and the covenants contained herein,

THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect

the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a county, city, village, town, tribe or band, emergency medical services district, or fire protection district having a fire department recognized by the State of Illinois, or the State of Wisconsin, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit or a non-participating local governmental unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Stricken Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be

adequately handled by the Stricken Unit, so that it determines the necessity and advisability of requesting aid.

- F. “Division”: The geographically associated Member Units or Unit which have been grouped for operational efficiency and representation of those Member Units.
- G. “Training”: The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. “Executive Board”: The statewide oversight board of MABAS which is comprised of Division representatives.
- I. “MABAS or ‘Mutual Aid Box Alarm System’ region” means the WEM regional areas as identified by the Adjutant General under ss. 323.13(2)(a), Stats.
- J. “Chief Officer” means the highest ranking officer within a fire, rescue or emergency medical services unit.
- K. “Incident command system” has the meaning specified in s. 323.02(9), Stats. and follows the guidelines of the National Incident Management System, also known as NIMS.

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Chief Officer or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Chief Officer, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

- B. Whenever an emergency occurs and conditions are such that the Chief Officer, Incident Commander or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Chief Officer, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
 - 1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS.
 - 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
 - 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
 - 4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel of the Aiding Unit shall report for direction and assignment at the scene of the emergency to the Fire Chief or Incident Commander of the Stricken Unit. The Aiding Unit shall at all times have the right to withdraw any and all aid upon the order of its Chief Officer or his designee; provided, however, that the Aiding Unit withdrawing such aid shall notify the Incident Commander or his/her designee of the Stricken Unit of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Unit; however, any expenses recoverable from third parties and responsible parties shall be equitably distributed among Aiding Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing state and federal laws.

SECTION SIX

Insurance

Each part hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 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 hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN

Indemnification Liability and Waiver of Claims

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this

Agreement; provided, however, that such claim is not a result of a malicious act by a party or its personnel, or done by them with an intentional disregard of the safety, health, life or property of another. The Stricken Unit hereby expressly agrees to hold harmless, indemnify and defend the Aiding Unit and its personnel from any and all claims, demands, liability, losses, including attorney fees and costs, suits in law or in equity which are made by a third party that may arise from providing aid pursuant to this Agreement.

All employee benefits, wage and disability payments, pensions and worker's compensation claims, shall be the sole and exclusive responsibility of each party for its own employees provided, however, that such claim is not a result of a malicious act by a party or its personnel, or done by them with an intentional disregard of the safety, health, life or property of another.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Aiding Unit may refuse if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond, however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail. In Wisconsin, a copy of such notice shall also be deposited with the Fire Service Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof. In Wisconsin, a copy of such agreement shall be deposited with the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Wisconsin.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN

Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS

matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit. In Wisconsin, the Executive Board shall be constituted as set forth in the Wisconsin State Administrative Code Chapter referenced above.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN

Rules and Procedure

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS. In Wisconsin, Member Units shall also comply with all requirements of WEM 8 currently in effect and as amended from time to time. In Wisconsin, MABAS policies and general operating procedures shall be available on request without charge from the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049. MABAS policies and procedures may also be accessed from the Wisconsin Emergency Management webpage at <http://emergencymanagement.wi.gov>.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

These Signatories certify that this Mutual Aid Box Alarm System Agreement has been approved by the Door County Board of Supervisors' adoption of Resolution 2014-72 (attached hereto and incorporated herein by reference as if set forth in full).

Daniel Austad
Daniel Austad
County Board Chairman

8/4/14
Date

Jill M. Lau
Jill M. Lau
County Clerk

8/4/14
Date

STATE OF WISCONSIN, County of Door

Signed and attested before me on August 4, 2014 by DANIEL AUSTAD and
Jill M. Lau

Lori L. Holtz
LORI L. HOLTZ, Notary Public

My commission expires December 20, 2015