



Date: June 12, 2017

To: City of Appleton Common Council  
Fox Cities Transit Commission

From: Ron McDonald, General Manager

Re: Letter of Agreement-Outagamie County Emergency Management

Greetings,

Outagamie County is requesting a Letter of Agreement be entered into for the provision of mutual assistance by Valley Transit. Public transit providers are typically participants with local emergency management and are relied upon frequently.

Valley Transit, as a regional transit provider, should participate in mutual assistance.

**Recommended Action:**

**Authorize Valley Transit to enter into a Letter of Agreement with Outagamie County Emergency Management for the provision of mutual assistance.**



**Letter of Agreement**  
**Outagamie County Emergency Management**  
**&**  
**Valley Transit**

Whereas: emergencies involving natural disasters and/or technological incidents will occur within and crossing the boundaries of Outagamie County and can be more effectively dealt with by mutual assistance from supporting agencies,

And Whereas; 2013 Wisconsin Act 186, Wis. Statute Chapter 323 and 66.0301 relate to mutual assistance within the emergency management programs of the respective counties.

We therefore; enter into this agreement for mutual assistance, to respond and assist the emergency management response during an event when called upon and realizing proper and timely notification of the agency is required.

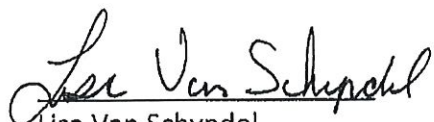
and; it is agreed that the responding party's assistance will be limited during the event to knowledge, resources and other support as needed and within the agency's capability and capacity,

and; it also agreed that if a request for assistance is made, the party may refuse to assist, if the requested emergency assistance aid and resources is/are being utilized for the agency's own emergency response,

and; each party to this agreement agrees to fully and in all respects indemnify, defend and hold harmless, from and against any and all claims and liability resulting from all acts, commissions or other conduct of said agency including any and all commands under the laws of the State of Wisconsin any and all claims premised under 42 USC 1983. The full legal and financial responsibility for injury, disability or death of an employee shall remain with the respective agency. No party shall under any circumstances be held liable and/or technological incident of any other party. Further, each agency will be responsible for any claims or judgments that arise under this agreement as a result of any negligence or wrongful conduct on the part of the respective agency and will be responsible for paying any claims or judgments that arise under this agreement as a result of the negligence or wrongful conduct on the part of the responding agency.

In the event an employee of another governmental agency or private entity renders assistance or support to the Outagamie County Emergency Management Department (County) through a mutual aid agreement or a memorandum of understanding (MOU), that employee shall remain the employee of the assisting or supporting government agency or private entity while providing such assistance or support to the County, for the purposes of pay and benefits, workers compensation coverage and general liability coverage unless the specific mutual aid agreement or MOU specifically states otherwise.

This letter of agreement shall be effective on sign off of all parties and shall continue for a five year period. This MOU may be terminated on a thirty days written notice by any party.



Lisa Van Schyndel  
Emergency Management Director  
Outagamie County

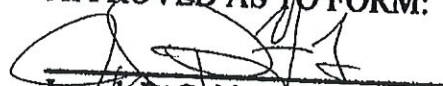
6/7/2017

Date

\_\_\_\_\_  
Valley Transit Representative

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**



Joseph P. Guidote, Jr.  
Corporation Counsel  
Outagamie County

Date Approved: 6/8/17

## Ronald C. McDonald

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**From:** Chris Behrens  
**Sent:** Wednesday, June 07, 2017 3:19 PM  
**To:** Ronald C. McDonald  
**Cc:** Amy Erickson  
**Subject:** From Cycom TESTBED: A17-0408 Outagamie Co Emergency Management Agreement with Valley Transit  
**Attachments:** FW: Letter of Agreement

Ron-  
I've reviewed the agreement and generally find it acceptable. Transit would be agreeing to assist in an emergency type of situation where its resources would be helpful. However, the agreement does allow VT the flexibility to decline its services if it is already assisting the City with the emergency. VT would remain responsible for its employees, etc. while providing the services. The Agreement, once approved and signed would remain in place for 5 years; however, either party can terminate it with 30 days written notice to the other.

I agree that bringing it through the Commission makes sense. Let me know if you have any additional questions.

Thanks.  
Chris

Christopher R. Behrens  
Deputy City Attorney  
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Appleton WI 54911

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