

# **MEMORANDUM OF UNDERSTANDING**

**For**

## **Countywide Damage Assessment Services**

**THIS MEMORANDUM OF UNDERSTANDING** (“Agreement”) is hereby made and entered into the date set forth next to the signature of the respective parties, by and between Waukesha County (“the County”) and each of the units of local government subscribed hereto, hereinafter referred to singularly as a “Participating Jurisdiction” and collectively as “Participating Jurisdictions”, that have executed this Agreement and adopted same in manner as provided by law and hereafter listed at the end of this Agreement.

### **RECITALS**

**WHEREAS**, it is desirable to coordinate Countywide damage assessment services across municipal boundaries within Waukesha County in an effort to obtain accurate, quick, and efficient accounting of damages resulting from a disaster; and

**WHEREAS**, disasters often cross municipal boundaries and Waukesha County Emergency Management must collect data from all impacted municipalities; and

**WHEREAS**, in accordance with Wisconsin Statute § 323.15(1)(a)-(b), the county head of emergency management shall coordinate and assist in developing city, village, and town emergency management plans within the county, integrate those emergency management plans with the county’s emergency management plan, direct and coordinate emergency management activities throughout the county during a state of emergency, and advise the Department of Military Affairs of all emergency management planning in the county and submit required reports to the adjutant general, as per his or her request; and

**WHEREAS**, in accordance with Wisconsin Statute § 323.15(1)(c)(1)-(4), the city, village, and town head of emergency management shall direct participation in emergency management programs ordered by the adjutant general or the county head of emergency management, advise the county head of emergency management on local emergency management programs, and submit to the county head of emergency management any reports required, as per his or her request; and

**WHEREAS**, each Participating Jurisdiction is obligated to coordinate with the County's Emergency Management Office if damages and citizens' needs meet thresholds for a Presidential Disaster Declaration for federal assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5208; and

**WHEREAS**, damage assessments must be completed before disaster assistance is provided by the Small Business Administration (SBA) and the Federal Emergency Management Agency (FEMA); and

**WHEREAS**, a Participating Jurisdiction may lack available staff to complete damage assessments and have a condensed timeline to complete damage assessment submissions to Wisconsin Emergency Management; and

**WHEREAS**, affected jurisdictions would greatly benefit from assistance of neighboring jurisdictions in the assessment process and such cooperation would, therefore, benefit the County as a whole when seeking federal assistance; and

**WHEREAS**, it is therefore desirable that the County and Participating Jurisdictions enter into this Agreement to outline their understanding of the processes and resources that will be used to cooperatively complete damage assessments when assistance is requested by a Participating Jurisdiction.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the County and Participating Jurisdictions **HEREBY AGREE AS FOLLOWS:**

## **SECTION ONE**

### **Purpose**

Performing a Damage Assessment is a crucial step in the aftermath of various events such as, but not limited to, emergencies, natural disasters and man-made catastrophes. A Damage Assessment plays a pivotal role in understanding the extent of the impact on affected areas and populations. Timely and accurate Damage Assessments provide essential information for effective emergency response, resource allocation, and long-term recovery planning. The prompt completion of Damage Assessments is vital, as it directly influences the speed and efficiency of emergency response efforts. Swift assessments enable authorities to prioritize immediate needs, deploy resources efficiently, and minimize further damage. This Agreement provides coordination of effort for the effective and efficient collection of Damage Assessment information within Waukesha County.

## SECTION TWO

### Definitions

The following terms used in this Agreement are defined as follows:

- A. “Comprehensive Emergency Management Plan or CEMP”: A structured and systematic document that outlines strategies and procedures for preparing for, responding to, recovering from, and mitigating the impacts of various emergencies and disasters. The primary goal of a CEMP is to enhance the ability of organizations, communities, and governments to effectively manage and coordinate resources in order to protect lives, property, and the environment during emergencies.
- B. “County Damage Assessment Coordinator”: A designated representative of Waukesha County responsible for the overall coordination and collaboration of Damage Assessment services with the deployed damage assessment teams, Municipal Damage Assessment Coordinator, and other Participating Jurisdictions.
- C. “Damage Assessment”: The process for determining the nature and extent of the loss, suffering, and/or harm to the community resulting from a natural, accidental or human-caused disaster. A Damage Assessment provides situational awareness and critical information on the type, scope and severity of the event.
- D. “Damage Assessment Team”: A group of trained professionals tasked with evaluating the extent of destruction and losses caused by an emergency or disaster. Their primary objective is to systematically survey affected areas, collect data on damages to infrastructure, and provide accurate information to inform decision-making in the response and recovery phases of emergency management.
- E. “Emergency”: An occurrence or condition which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Jurisdiction, so that it determines the necessity and advisability of requesting aid.
- F. “Emergency Support Function”: Specialized functional areas established to organize and coordinate the response and recovery efforts during Emergencies or Natural Disasters.
- G. “FEMA”: The Federal Emergency Management Agency within the U.S. Department of Homeland Security.

- H. “Municipal Damage Assessment Coordinator”: A designated representative of Participating Jurisdictions responsible for the coordination and collaboration of Damage Assessment services with the deployed Damage Assessment Teams and County Damage Assessment Coordinator.
- I. “Natural Disaster”: An event that has resulted in severe property damage, including but not limited to a tornado, storm, flood, earthquake, snowstorm, or fire.
- J. “Participating Jurisdiction”: A city, village, town, or lake district within Waukesha County that has been authorized by its governing body to enter into and execute this Agreement pursuant to Wis. Stat. § 66.0301 for the purpose of cooperating in the completion of Damage Assessments throughout Waukesha County in the event of an Emergency.
- K. “Personnel”: Persons employed full-time, part-time, or contracted by the Participating Jurisdictions.
- L. “Requesting Jurisdiction”: A Participating Jurisdiction which requests aid in the event of an Emergency.
- M. “Small Business Administration”: The Small Business Administration (SBA) provides home and business disaster loans to communities affected by disasters.
- N. “Training”: The regular scheduled practice of conducting and collecting Damage Assessments during non-emergency drills to implement the necessary joint operations of the Damage Assessment Team.

### **SECTION THREE**

#### **Waukesha County Obligations**

Waukesha County, through the Waukesha County Office of Emergency Management, shall:

1. In accordance with Wisconsin Statute § 323.15, serve as the convener and coordinator of Participating Jurisdictions to oversee the Damage Assessment process to provide Damage Assessment information to the State of Wisconsin Department of Military Affairs and Federal Government as requested. The County Damage Assessment Coordinator, in conjunction with the Waukesha County Office of Emergency Management, will determine the need for the Damage Assessment Team to be deployed to Requesting Jurisdiction(s) based on the initial damage information submitted by the Requesting Jurisdiction(s).
2. Support response and recovery efforts by working with the State of Wisconsin and Federal Emergency Management Agency (FEMA) to provide preliminary Damage Assessment information

and statistics through the County's Emergency Operations Center or Emergency Management Office.

3. Designate a representative and backup representative to act as the "County Damage Assessment Coordinator".
4. Provide, at a minimum, one representative other than the "County Damage Assessment Coordinator" to participate in the Countywide Damage Assessment Team.
  - a. Participation in the Countywide Damage Assessment Team entails participating in reoccurring trainings relating to Damage Assessment, participating in county or municipal lead exercises as necessary, and deploying to Requesting Jurisdictions within Waukesha County to perform Damage Assessments.
5. Provide damage assessment software, training, and documents to Participating Jurisdictions necessary to collect Damage Assessment information in accordance with State and Federal guidelines.
6. Collect data from Damage Assessments, share information with Requesting Jurisdictions and submit Damage Assessments to the State of Wisconsin, Department of Military Affairs and the Federal Emergency Management Agency as needed. All information collected from a Damage Assessment will be provided to the Requesting Jurisdiction.

## **SECTION FOUR**

### **Participating Jurisdiction Obligations**

Each Participating Jurisdiction shall:

1. Designate a representative and backup representative from the Participating Jurisdiction to act as the "Municipal Damage Assessment Coordinator".
2. Provide at a minimum one representative, other than the Municipal Damage Assessment Coordinator, to participate in the Countywide Damage Assessment Team.
  - a. Participation in the Countywide Damage Assessment Team entails participating in reoccurring trainings relating to Damage Assessment, participating in county or municipal led exercises as necessary, and deploying to Requesting Jurisdictions within Waukesha County to perform damage assessments.
3. Upon receiving a request for assistance, assess its ability to provide assistance under this Agreement and provide assistance to the extent that it has the capacity and resources to do so

keeping in mind the availability of staffing and the needs of that Participating Jurisdiction. A Participating Jurisdiction will have no responsibility to respond if it determines it is unable to do so and may withdraw its assistance when its own staffing and the needs of that Participating Jurisdiction so require. Participating Jurisdictions commit to offering their available resources to assist Requesting Jurisdictions, subject to resource and staff availability, affected by a localized disaster within the geographic area(s) of the Requesting Jurisdiction within the County.

4. Use their best efforts to ensure Damage Assessment information is collected accurately and in an efficient manner within the confines of the geographical boundaries of the Requesting Jurisdiction(s).
5. Work cooperatively with each other and a Requesting Jurisdiction to collect, validate, and produce preliminary Damage Assessment information as the resources of responding jurisdictions permit.
6. Submit to Waukesha County Emergency Management all relevant Damage Assessment information, including but not limited to, windshield Damage Assessments, initial Damage Assessments, and preliminary Damage Assessments.

## **SECTION FIVE**

### **Scope of Agreement**

Nothing in this Agreement is intended to forfeit any right or responsibility of the County or Participating Jurisdiction under federal, state or local laws. Nor does this Agreement supersede existing mutual aid agreements, except to the extent they might expressly relate to the subject matter hereof. This Agreement is intended to cover only the parties' interactions and cooperation in completing Damage Assessments following an Emergency or Natural Disaster. Participating Jurisdictions hereby authorize and direct their respective personnel and Municipal Damage Assessment Coordinator or his/her designee to the extent reasonable and practicable to take necessary and proper action to render and/or request assistance from the other Participating Jurisdictions in accordance with the policies and procedures established and maintained in accordance with Waukesha County's Emergency Support Function (ESF) #21: Damage Assessment, as per the County's Comprehensive Emergency Management Plan (CEMP)..

## **SECTION SIX**

### **Control Over Personnel and Equipment**

Personnel dispatched to aid a Requesting Jurisdiction pursuant to this Agreement shall remain employees of their respective Participating Jurisdiction. Personnel shall report for direction and assignment at a location determined by the County Damage Assessment Coordinator, Requesting Jurisdiction's Municipal Damage Assessment Coordinator, or their designees. The Participating Jurisdiction shall at all times have the right to make final decisions about its ability to provide resources under this Agreement and once initially dispatched to determine its continuing ability to provide such resources and where necessary to withdraw any and all aid upon the order of its Chief Elected Official or his/her designee; provided, however, that a Participating Jurisdiction withdrawing such aid shall notify the County Damage Assessment Coordinator, Municipal Damage Assessment Coordinator, or his/her designee of the Requesting Jurisdiction of the withdrawal of such aid and the extent of such withdrawal.

Notwithstanding Section Seven and except to the extent subject to an indemnification obligation under Section Nine below, each Participating Jurisdiction shall be solely responsible for the benefits, wages, disability payments, pensions and worker's compensation claims and any other compensation accrued or incurred by each of its own employees while participating in the provision of services under this Agreement and for any damage to the Participating Jurisdiction's vehicles and equipment while participating in the provision of services under this Agreement.

## **SECTION SEVEN**

### **Compensation**

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Jurisdiction. Notwithstanding the foregoing, and in recognition that provision of assistance to a Requesting Jurisdiction requires the County and Participating Jurisdictions to incur costs, nothing in this provision or elsewhere in this Agreement shall preclude the recovery of expenses incurred from third parties, responsible parties or from any state or federal agency under applicable state and federal laws or assistance programs for services rendered or equipment used in the performance of this Agreement.

## **SECTION EIGHT**

### **Insurance**

Participating Jurisdictions shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation,

with minimal limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability per occurrence, and \$2,000,000 in the aggregate. Professional liability coverage shall be required with similar limits. 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 this 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. A certificate of insurance and policy endorsement evidencing the required insurance shall be furnished to the County upon execution of this Agreement and upon request at any time during the life of the Agreement.

## **SECTION NINE**

### **Waiver of Claims/Indemnification**

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 (a "Claim") except to the extent such Claim is the result of a malicious act by a party or its personnel or an act done by them with an intentional disregard of the safety, health, life or property of another. Each Requesting Jurisdiction agrees to indemnify, defend and hold all other parties to this Agreement harmless for all claims, demands, liability, losses, including attorney fees and costs, and damages arising or incurred that are made or asserted by a third party that may arise from the party providing services under this Agreement at the request of the Requesting Jurisdiction, except to the extent the result of a malicious act by a that party or its personnel or an act done by them with an intentional disregard for the safety, health, life or property of another.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of Waukesha County, Participating Jurisdiction or its respective insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Law, including those set forth within Wisconsin Statutes 893.80, 895.52, and 345.05.

## **SECTION TEN**

### **Non-Liability for Failure to Render Aid**

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Participating Jurisdiction may refuse if local conditions of the Participating Jurisdiction prohibit response. It is the responsibility of the Participating Jurisdiction to immediately notify the County Damage Assessment Coordinator of the Participating Jurisdiction's inability to respond. Failure to immediately



notify the County Damage Assessment Coordinator 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 ELEVEN

### Effective Date, Term, Termination

This Agreement shall become legally binding upon approval by the involved parties in accordance with applicable law and the execution thereof. The duration of this Agreement shall be a one-year period from the date of execution by the County; and shall automatically renew on a year-to-year basis unless terminated in accordance with this Section. Any of the parties may terminate their participation in this Agreement by providing written notice of said intent to terminate participation in the Agreement to all other parties to the Agreement not less than ninety (90) days in advance of the proposed termination date. The Agreement shall remain in full force and effect among the County and remaining Participating Jurisdictions until the County or all Participating Jurisdictions have terminated their participation in the Agreement.

## SECTION TWELVE

### Miscellaneous Provisions

1. **No Legal Entity, Partnership, Joint Venture.** No new legal entity is created by this Agreement. This Agreement shall not in any way be deemed to create a partnership or joint venture among the parties.
2. **Amendments.** All changes to this Agreement shall be mutually agreed upon among the parties and shall be in writing and designated as written amendments to this Agreement.
3. **Binding Agreement.** This Agreement is binding upon the parties hereto and their respective successors and assigns. This Agreement may not be assigned by a Participating Jurisdiction without prior written consent of the parties hereto.
4. **Severability.** If any clause, provision, or section of this Agreement shall be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining provisions of this Agreement.
5. **Notices.** Notices regarding termination of this Agreement or participation therein shall be sent by the party via email and deemed served upon a "Read Receipt" received or in writing and deemed served upon depositing same with the United States postal Services as "Certified Mail, Return Receipt Requested" to the Waukesha County Office of Emergency Management and all Participating Jurisdictions.
6. **Governing Law.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Wisconsin.

7. **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.
8. **Captions.** Captions used in this Agreement are used for convenience only and shall not be used in interpreting or construing this Agreement.
9. **Survival.** Any payment or indemnification obligation incurred under this Agreement shall survive the termination of this Agreement.
10. **Non-Discrimination.** In the performance of the services under this Agreement each party agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.
11. **Compliance With Other Laws.** The parties agree to comply with all applicable Federal, State and local laws, codes and regulation in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated.

WAUKESHA COUNTY

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Gail Goodchild

Director of Emergency Preparedness

[Participating Jurisdiction Signature Pages Follow]

**PARTICIPATING JURISDICTION:**

\_\_\_\_\_  
Municipality/District

By: \_\_\_\_\_  
Chief Elected Official (Executive, President, Mayor, or Chairperson)

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

By: \_\_\_\_\_  
Municipal Clerk (if applicable)

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