

AGENDA

JEFFERSON COUNTY BOARD MEETING

Monday, September 8, 2008 7:00 p.m.

**Jefferson County Courthouse
320 South Main Street, Room 205
Jefferson, WI 53549**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **CERTIFICATION OF COMPLIANCE WITH OPEN MEETING LAW**
4. **REVIEW OF THE AGENDA**
5. **APPROVAL OF COUNTY BOARD MINUTES – AUGUST 12, 2008 MEETING**
6. **COMMUNICATIONS**
 - a. Treasurer's Monthly Report (Addendum to Agenda)
 - b. Letter dated August 27, 2008 from WCHSA regarding Jefferson County Human Services Outstanding Service Award (Page 1-2)
 - c. Zoning Committee Notice of Public Hearing, September 18, 2008, 7:00 p.m. Rm 205 (Page 3-4)
7. **PUBLIC COMMENT**
8. **ANNUAL REPORTS**
 - a. Highway Department – William Kern
 - b. Parks Department – Joe Nehmer
 - c. Emergency Management – Donna Haugom

COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES

9. **ZONING & PLANNING COMMITTEE**
 - a. Report – Approval of Petitions (Page 5)
 - b. Approval of Zoning Petitions (Page 6-7)
10. **ADMINISTRATION & RULES COMMITTEE**
 - a. Report – County Board Chair Schmeling (Addendum to Agenda)
 - b. Resolution – Declaring September Juror Appreciate Month (Page 8)
 - c. Resolution – Approve Contract – Gary R. Petre, County Administrator (Addendum to Agenda)
11. **FINANCE COMMITTEE**
 - a. Resolution – Recommending allocation of funds to be received for Highway 26 right-of-way (Page 9)

12. HUMAN SERVICES BOARD
 - a. Resolution – Requesting sunset of Wisconsin Medicaid cost reporting funding limits (Page 10)
13. LAND & WATER CONSERVATION COMMITTEE
 - a. Ordinance – Amend Board Rule increasing number of members of Land & Water Conservation Committee (Page 11)
14. LAW ENFORCEMENT EMERGENCY MANAGEMENT COMMITTEE
 - a. Resolution – Authorizing entry into the Southeast Wisconsin Mutual Aid Compact (Page 12-15)
15. ANNOUNCEMENTS
16. ADJOURN

NEXT COUNTY BOARD MEETING OCTOBER 14, 2008 7:00 P.M. ROOM 205

Cheryl A. Huenink, WCHSA President
Dunn County Department of Human Services
808 Main Street, PO Box 470
Menomonie, WI 54751
Phone: 715-231-2703 Fax: 715-232-5987
E-mail: chuenink@co.dunn.wi.us



August 27, 2008

Thomas Schleitwiler, Director
Jefferson County Human Service Dept.
N3995 Annex Road
Jefferson, WI 53549

SUBJECT: Service Award

Good Morning:

At the July 10th Wisconsin County Human Services Association meeting, the WCHSA Board approved the creation of a service award to acknowledge and recognize your county's efforts to help the citizens that were affected by the flooding this year.

Please find the Service Award for your county enclosed. I ask that you pass it along to your County Board Chairman and let the Board know that we appreciate their efforts in this time of great need.

Sincerely,

Alice Connors

Alice Connors, WCHSA Vice-Chair
& Chair of the Awards Committee

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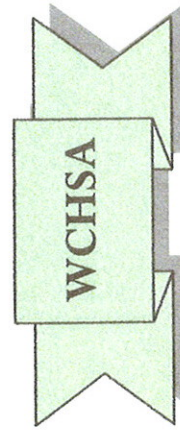
OUTSTANDING PUBLIC SERVICE AWARD

This certificate is awarded to

JEFFERSON COUNTY

Presented to the County Board Chair, County Board Supervisors, Department Heads and staff of
Jefferson County for their actions in assuring public safety in the wake of recent flooding.

The Wisconsin County Human Services Association wishes to recognize those involved in relief efforts
and to acknowledge the work of so many in this time of great need.



Lou Plaisance

Lou Plaisance, WCHSA Board Chair

August 7, 2008

Date

Cheryl Huenink

Cheryl Huenink, WCHSA Board President

August 7, 2008

Date

NOTICE OF PUBLIC HEARING

JEFFERSON COUNTY ZONING AND PLANNING COMMITTEE

Steve Nass, Chair; Greg David, Vice-Chair; Don Reese, Secretary; Richard Jones; Lloyd Zastrow

1. **Call to Order**
2. **Roll Call**
3. **Certification of Compliance With Open Meetings Law Requirements**
4. **Review of Agenda**
5. **Public Hearing**

NOTICE IS HEREBY GIVEN that the Jefferson County Zoning and Planning Committee will conduct a public hearing at 7 p.m. on Thursday, September 18, 2008, in Room 205 of the Jefferson County Courthouse, Jefferson, Wisconsin. A hearing will be given to anyone interested in the proposals. **PETITIONERS, OR THEIR REPRESENTATIVES, SHALL BE PRESENT.** Matters to be heard are petitions, as described or as may be amended for location or size by the Committee, to amend the zoning ordinance of Jefferson County and applications for conditional use permits. In order to comply with the Jefferson County Agricultural Preservation and Land Use Plan, the Committee may modify the location of the proposed lots to anywhere on the entire parcel of record. A map of the properties affected may be obtained from the Zoning Department.

FROM AGRICULTURAL A-1 TO A-2, AGRIBUSINESS

3354A-08 & CU1523-08 – City of Jefferson/Eleanor Rupprecht Trust Property:

Rezone approximately 0.06 acre of PIN 002-0714-3542-000 (39.6 Acres) with conditional use to allow for a public utility-sewer lift station near **N5067 STH 26** in the Town of Aztalan. The parcel of record also includes PIN 002-0714-3541-000.

FROM AGRICULTURAL A-1 TO A-2, AGRIBUSINESS AND A-3, RURAL RESIDENTIAL

3355A-08 & 3356A-08 – Francis Hoff Trust: Rezone approximately 0.7 acre of PINs 024-0516-0521-000 (34.74 Acres) and 024-0516-0524-001 (34.84 Acres) around an existing telecommunication tower at **N2404 STH 106** in the Town of Palmyra. Rezone approximately 2 acres to create two, approximate 1-acre building sites from part of PIN 024-0516-0521-000. The parcel of record also includes PIN 024-0516-0512-000.

FROM AGRICULTURAL A-1 TO A-3, RURAL RESIDENTIAL

3357A-08 – Jim & Paula Tiller/John & Mary Ellen Orchard Trust Property:

Rezone approximately 2 acres on **Northey Road** in the Town of Sullivan from part of PIN 026-0616-2511-000 (38.578 Acres) for a new building site. The parcel of record includes PINs 026-0616-2512-001, 026-0616-2513-000 and 026-0616-2513-001.

3358A-08 – Dr. Jeff Kind: Rezone to create an approximate 2-acre building site near **W6690 Kiesling Road**, Town of Jefferson from part of PIN 014-0614-2012-000 (39.21 Acres). The parcel of record also includes 014-0614-1743-000 and 014-0614-2021-000.

FROM AGRICULTURAL A-1 TO A-3, RURAL RESIDENTIAL AND N, NATURAL RESOURCE

3359A-08 & 3360A-08 – Charles Untz: Rezone to create an approximate 2.5-acre A-3 lot with an existing home at **N5816 STH 89** from part of PINs 018-0713-2431-000 (40.529 Acres) and 018-0713-2442-000 (40.9 Acres). Create an approximate 3.7-acre Natural Resource zone adjoining it from part of PIN 018-0713-2442-000. The sites are in the Town of Lake Mills, and the parcel of record includes PINs 018-0713-2414-000, 018-0713-2441-000 and 018-0713-2444-000.

CONDITIONAL USE PERMIT APPLICATION

CU1524-08 – First Baptist Church Inc/Town of Ixonia Property: Conditional use to allow a church in a Community zone at **N8340 North Road** in the Town of Ixonia. The site is on PIN 012-0816-2223-024 (0.28 Acre).

6. Adjourn

Individuals requiring special accommodations for attendance at the meeting should contact the County Administrator at 920-674-7101 24 hours prior to the meeting so that appropriate arrangements can be made.

**REPORT
TO THE HONORABLE MEMBERS OF THE JEFFERSON COUNTY BOARD OF
SUPERVISORS**

The Jefferson County Zoning and Planning Committee, having considered petitions to amend the zoning ordinance of Jefferson County, filed for public hearing held on July 17 and August 21, 2008, as required by law pursuant to Wisconsin Statutes, notice thereof having been given, and being duly advised of the wishes of the town boards and persons in the areas affected, hereby makes the following recommendations:

**APPROVAL OF PETITIONS
3343A-08, 3347A-08 AND 3350A-08**

**DATED THIS SECOND DAY OF SEPTEMBER, 2008
Donald Reese, Secretary**

**THE EFFECTIVE DATE OF THE PRIOR MONTH'S AMENDMENTS, 3335A-08, 3341A-08,
3342A-08, 3344A-08, 3345A-08, 3346A-08, 3348A-08 AND 3349A-08, IS AUGUST 16, 2008.**

Deb Magritz: 09-02-08

ORDINANCE NO. 2008-_____

Approval of Zoning Petitions

WHEREAS, the Jefferson County Board of Supervisors has heretofore been petitioned to amend the Jefferson County Zoning Ordinance, and

WHEREAS, Petitions 3343A-08 and 3347A-08 were referred to the Jefferson County Zoning and Planning Committee for public hearing on July 17, 2008, and Petition 3350A-08 was referred for public hearing on August 21, 2008, and

WHEREAS, the proposed amendments have been given due consideration by the Board of Supervisors in open session,

NOW, THEREFORE, BE IT ORDAINED that the Jefferson County Board of Supervisors does amend the zoning ordinance of Jefferson County (and official zoning maps) as follows:

FROM AGRICULTURAL A-1 TO A-3, RURAL RESIDENTIAL

Rezone approximately 2.602 acres of PIN 032-0814-1044-000 (65.04 acres) for a new building site on West Road in the Town of Watertown. This non-prime lot combination utilizes the last available A-3 zone for the property; therefore, rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval; upon receipt by Zoning of a soil test showing sites for installation of both initial and replacement private sewage systems; and upon approval and recording of a final certified survey map for the lot, including extraterritorial plat review if necessary. (3343A-08 – Michael & Sarah Walter Trust)

Rezone to create two new residential building sites of approximately 1.2 acres each, east of W7096 Mansfield Road, from PIN 002-0714-1943-001 (33.795 acres), Town of Aztalan. These are prime ag land lots, allowed as a consolidation of parcels of record utilizing the last available A-3 zone for this property and for the property consisting of PINs 002-0714-2032-000 and 002-0714-2033-000. Rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval by the Town, upon receipt by Zoning of a soil test for each lot showing sites for installation of both initial and replacement private sewage systems, and upon approval and recording of a final certified survey map for the properties, including extraterritorial plat review if necessary. (3347A-08 – Kathy Zimmermann/Ardis Eilenfeldt Trust property)

FROM AGRICULTURAL A-1 TO A-2, AGRIBUSINESS

Rezone approximately 2.7 acres of PIN 030-0813-1613-000 (14.88 acres). The site is in the Town of Waterloo at W8643 Blue Joint Road. (3350A-08 – Paul Marty)

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Zoning and Planning Committee

09-08-08

Deb Magritz: 9-3-08

RESOLUTION NO. 2008-____

Resolution Declaring September Juror Appreciation Month

WHEREAS, the right to have a trial by a fair and representative jury is an essential safeguard protected by both the United States and Wisconsin Constitutions, and

WHEREAS, service as a juror in the Jefferson County Circuit Court is, along with voting, one of the most important responsibilities of citizenship, and

WHEREAS, the Wisconsin State Court system, partnering with the State Bar of Wisconsin, has established September as Juror Appreciation Month, a time to publicly recognize the contribution of those who are summoned and serve.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby supports the goals of Juror Appreciation Month to:

- Educate the public about jury duty and the importance of jury service, and
- Applaud the efforts of jurors who fulfill their civic duty, and
- Ensure that all jurors are treated with respect and that their service is not unduly burdensome.

BE IT FURTHER RESOLVED that the Jefferson County Board of Supervisors extends its sincere thanks and appreciation to all employers who pay employees their normal wages while they serve as jurors, preventing financial hardship and fostering community strength.

BE IT FURTHER RESOLVED that the Jefferson County Board of Supervisors honors the service and commitment of citizens who perform jury duty, who by participating in the judicial process aid those elected to serve the citizens of Jefferson County by preserving the rule of law, the basis for a free society.

Fiscal Note: No fiscal impact.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____
VACANT _____

Requested by
Administration & Rules Committee

09-08-08

Philip C. Ristow: 08-29-08

RESOLUTION NO. 2008-_____

**Resolution recommending allocation of funds to be received
for Highway 26 right-of-way**

WHEREAS, Resolution No. 2008-15 adopted May 13, 2008, directs the Finance Committee, on a case by case basis, to recommend to the Board allocation of the proceeds from sale of county owned farmland to possibly increase the acreage of farmland permanently protected from development, and to leverage state and federal funds for the acquisition of conservation easements to protect farmland, and

WHEREAS, it is anticipated that the County will receive approximately \$1,345,000 (prior to any appeal) from the Department of Transportation for the right-of-way needed for the Highway 26 Jefferson bypass, and

WHEREAS, the Finance Committee has reviewed a number of different possible applications of the land sale proceeds including (a) the Flood Mitigation Program; (b) potential Highway facility project; (c) future park development projects; (d) potential Sheriff administration facility project; and (e) funds for farmland preservation, and

WHEREAS, the Finance Committee recommends that \$260,000 of the sale proceeds be allocated to the Farmland Conservation Easement Program with the remainder net of expenses and any additional funds from appeal being allocated to the Flood Mitigation Program, and

WHEREAS, allocation of funds to the Flood Mitigation Program will allow application to be made for state and federal flood mitigation funds at the rate of 12.5% county funds, 87.5% state and federal funds, and

WHEREAS, County Board action on the 2009 Budget will be required to confirm this allocation,

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is directed to include allocation of funds as recommended by the Finance Committee in the proposed 2009 Budget.

Fiscal Note: The Farmland Conservation Easement business unit would be funded with \$260,000 in the 2009 budget. The balance, \$1,084,600 prior to any attendant expenses of the transaction, will be designated as reserve applied capital in the Flood Mitigation business unit.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____
VACANT _____

Requested by
Finance Committee

09-08-08

Philip C. Ristow: 09-03-08

Item 12a

RESOLUTION NO. 2008- _____

Resolution requesting sunset of Wisconsin Medicaid Cost Reporting funding limits

WHEREAS, the Community Services Deficit Reduction Benefit (CSDRB) was a program that began in 1996 under which the Department of Health and Family Services, (now Department of Health Services or DHS), claimed and provided to counties the federal Medical Assistance (MA) share of counties' reported costs above the MA fee for service rates for MA services they provide, and

WHEREAS, 2003 Act 318 created Wisconsin Medicaid Cost Reporting (WIMCR), a replacement program for CSDRB, as a temporary program to allow the State to claim extra Medicaid dollars by withholding Basic County Allocation (BCA) funds from the counties at the beginning of the year; using this money as state match and capping the federal share of the previous CSDRB monies owed to counties to no higher than the 2002 reimbursements, and

WHEREAS, 2003 Act 318 provided that WIMCR would sunset at the end of 2005, and CSDRB be re-established in 2006, and

WHEREAS, the State's 2005-07 budget removed the sunset, allowing WIMCR to continue on an ongoing basis, and

WHEREAS, the Governor's 07-09 Biennial Budget did not include any statutory changes related to elimination of WIMCR because the Department of Administration concluded, in consultation with the Legislative Reference Bureau, that the change back to CSDRB by DHS does not require statutory change.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board respectfully requests the Department of Health Services to sunset the WIMCR program effective June 30, 2009, and return to the CSDRB-like program for federal claiming of unreimbursed county costs for fee-for-service MA services provided after January 1, 2009.

BE IT FURTHER RESOLVED that the Clerk shall send a copy of this resolution to the Governor, Department of Health Services Secretary Karen Timberlake and the Wisconsin Counties Human Services Association.

Fiscal Note: If re-established at its pre-2005 level, this program would restore from \$250,000 to \$350,000 in revenue to the Jefferson County Human Services Department.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____
VACANT _____

Requested by
Human Services Board and Administration & Rules Committee

09-08-08

Philip C. Ristow: 09-02-08

ORDINANCE NO. 2008-_____

**Amend Board Rule increasing number of members of
Land & Water Conservation Committee**

THE COUNTY BOARD OF SUPERVISORS OF JEFFERSON COUNTY DOES
HEREBY ORDAIN AS FOLLOWS:

Section 1. Section 3.05(2)(g) of the Board Rules is amended as follows:

(g) **LAND & WATER CONSERVATION COMMITTEE** - ~~Three~~ Five members. Not less than three members of the County Board, including at least two members of the University Extension Education Committee, appointed by the Board Chairperson and confirmed by the Board, and the Chairperson of the FSA (Farm Service Agency) (or his/her designee) shall serve as the Land & Water Conservation Committee and shall have the powers and duties as set forth in Chapter 92, Wisconsin Statutes. [Amended 03/12/02, Ord. No. 2001-33]

This Committee shall also manage, supervise and be responsible for the Countryside Farm and other county farmland not held for future parks development. Leases of the farmland shall be approved by the County Board. [Amended 03/14/06, Ord. No. 2005-53; am. 03/11/08, Ord. 2007-41]

Section 2. This ordinance shall be effective after passage and publication as permitted by law.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

NOTE: Section 3.09 of the County Board Rules provides that amendments to the rules shall be made by 2/3 vote. Proposed amendments shall be introduced at one session of the Board and laid over until the next session before action is taken.

Requested by
Land & Water Conservation Committee
and Administration & Rules Committee

09-08-08

Philip C. Ristow: 08-20-08; 08-29-08

Item 14a

RESOLUTION NO. 2008-_____

Resolution authorizing entry into the Southeast Wisconsin Mutual Aid Compact

WHEREAS, recent flooding in Jefferson County, and other emergencies in adjacent counties have emphasized the value of mutual aid by emergency management staff personnel between the various counties and the City of Milwaukee that make up the Southeast Wisconsin Emergency Management Region, and

WHEREAS, the various counties and the City of Milwaukee have proposed a mutual aid compact for county emergency management assistance to spell out the duties and responsibilities of the signatories of said document when providing assistance to another government unit, and

WHEREAS, the Law Enforcement/Emergency Management Committee and Emergency Management Director recommend Jefferson County's participation in the mutual aid compact,

NOW, THEREFORE, BE IT RESOLVED that the Emergency Management Director, Board Chair and the County Clerk are authorized to sign the Southeast Wisconsin Mutual Aid Compact for County Emergency Management Assistance in the form attached hereto.

Fiscal Note: Each participating government will pay its own staff for the first 48 hours of assistance. Thereafter, the requesting unit will reimburse those providing assistance. Actual cost is difficult to predict, but is within the control of the requesting unit.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Law Enforcement/Emergency Management Committee

09-08-08

Philip C. Ristow: 09-03-08

SEWMAC

Southeast Wisconsin Mutual Aid Compact

For

County Emergency Management Assistance

This Mutual Aid Compact is made and entered into this ___ day of _____, 2008 by and between the participating Counties within the Southeast Wisconsin Emergency Management Region (Jefferson, Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington, Waukesha and the City of Milwaukee) as authorized by their respective governing bodies.

WHEREAS, emergencies involving natural disasters and/or technological incidents may arise within the boundaries of Counties located in the Southeast Wisconsin Emergency Management Region, which may require an affected county to seek additional assistance beyond its own resources; and

WHEREAS, the knowledge, skills and abilities of Emergency Management staff personnel throughout the Southeast Wisconsin Emergency Management Region could be requested to assist in dealing with natural and/or man made disasters within the geographical boundaries of the Southeast Wisconsin Emergency Management Region; and

WHEREAS, the parties recognize that natural and/or man made disasters can more effectively be handled by pooling of human resources; and

WHEREAS, the parties have authority to enter into this Mutual Aid Compact pursuant to Sections 59.03, 59.04, 66.0301, 66.0313, 66.0314, and 166.03 of the Wisconsin State Statutes.

NOW THEREFORE, in consideration of the mutual covenants and compacts hereinafter set forth, the parties agree as follows:

1. The duration of this compact shall be a one-year period; the Compact shall automatically be renewed on a year-to-year basis. Any of the parties may terminate their involvement in this Compact by providing at least ninety (90) days written notice of said intent to terminate participation in the Compact to all other parties to the Compact.
2. No separate legal entity is created by this Compact.
3. The power to make a request for assistance or to provide assistance under this Compact shall reside in the head of emergency management services, Chief Elected Official, or designee of each respective county.
4. It is expressly understood and agreed by the parties hereto that the rendering of assistance under the terms of this Compact shall not be mandatory, and shall be within the sole discretion of the party receiving the request. Assistance may be refused, and assistance which is being provided may be terminated at any time, within the sole discretion of the party receiving the request. In situations where the responding Emergency Management staff personnel are unable to furnish the requested assistance they will notify the requesting County as soon as practicable that assistance will not be rendered. No county may make any claim whatsoever against the requested County for refusal of assistance.
6. All personnel acting for a member under this compact shall, at all times, remain an employee of the person's own county. There will be no charges between participating counties for the first 48 hours of assistance. If assistance is required beyond that time, the assisting county will invoice the requesting county for all expenses incurred on their behalf beyond the initial

48 hours. However, any expenses incurred by the assisting County recoverable from third parties, responsible parties or State and Federal disaster assistance fund eligible expenses shall be reimbursed to the assisting County.

7. In case of an incident, Emergency Management staff personnel will operate under the established command structure of the requesting County.
8. During the term of this compact, each county shall maintain the following General Liability Insurance coverage or provide a statement of self-insurance in the amounts of \$5,000,000 bodily injury and \$5,000,000 property damage. Immediately upon execution of this compact, each county shall provide the other participating counties with a certificate evidencing such insurance or copy of the statement of self-insurance. In the event that any county receives notification of cancellation of such policy, said county shall immediately notify all other participating counties of such notice. In the event that any county has its policy cancelled, each of the other counties may, by written notice, terminate this compact.
9. No party operating under the terms of this Compact shall discriminate against any individual because of race, color, religion, sex, age, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability, status as a veteran of the Vietnam era, or any other legally protected status in any manner, prohibited by the laws of the State of Wisconsin or the laws of the United States.

Survival: The terms and conditions of this Compact shall survive completion of the services under this Compact or any termination of this Compact.

Waiver: No action by any party in response to a breach of this Compact by any other party shall be deemed a waiver thereof, unless such waiver shall be in writing.

Severability: The invalidity, illegality or unenforceability of any provision of this Compact or the occurrence of any event rendering any portion or provision of this Compact void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The Parties further agree to amend this Compact to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact without the prior written consent of the other parties. Unless otherwise stated in written consent to an assignment, no assignment will release or discharge the assignor from any obligation under the Compact.

No Construction Against Any Party: This compact is the product of negotiations between all the parties, all parties having had the advice of legal counsel or the opportunity to obtain such advice.

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each county shall provide two signature pages with original signatures. The signing county shall retain one copy with original signatures and the second copy will be filed with the Southeast Region office of Wisconsin Emergency Management. Each participating county shall receive a copy of the other participating county signature pages, which shall be attached hereto.

Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

No Partnership or Joint Venture: This compact shall not in any way be deemed to create a partnership or joint venture between the parties of the Compact.

Statutory Protections: It is agreed by the parties that nothing in this compact, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the parties of any immunity, liability limitation or other protection available to them under any applicable statute or other law. To the extent that any provision of this compact is found by any court or competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the party shall apply unless the party elects otherwise.

Compliance with Laws: The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

IN WITNESS WHEREOF, the parties have executed this Compact.

County Emergency Management Director Date

County Board Chairperson/ Executive Date

County Clerk Date