



The Town of Cedarburg, Wisconsin

IN THE NAME AND BY THE AUTHORITY OF THE TOWN OF CEDARBURG, WISCONSIN

Resolution #2015-9

“A resolution approving a Memorandum of Understanding and Waiver and Release of Liability between the Town of Cedarburg and Wisconsin Army National Guard”

WHEREAS, the 157th MANEUVER ENHANCEMENT BRIGADE (MEB) of the Wisconsin Army National Guard will participate in a joint military/civilian exercise with the Town of Cedarburg on the 17th – 18th of April 2015; and,

WHEREAS, during this exercise, the 157th MEB will provide Engineer assets and personnel to work with Town of Cedarburg assets to dig part of a cistern hole at the Cedarburg Fire Station No. 2 site located at 1350 Covered Bridge Road; and

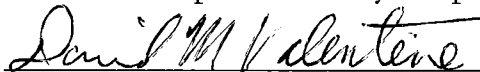
WHEREAS, this will simulate stopgap cleanup operations, and exercise civilian/military communications and cooperation, all set in a scenario of post-tornado recovery during the exercise; and,

WHEREAS, the MOU outlines the responsibilities of the Town of Cedarburg and the Wisconsin Army National Guard; and

WHEREAS, the Wisconsin Army National Guard has requested completion of the attached Waiver and Release of Liability; and,

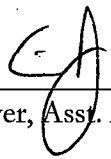
SO, NOW, THEREFORE, BE IT RESOLVED, that the **TOWN BOARD OF SUPERVISORS** hereby approves the attached Memorandum of Understanding and Waiver and Release of Liability between the Town of Cedarburg and Wisconsin Army National Guard relating to a joint military/civilian exercise with the Town of Cedarburg on the 17th – 18th of April 2015, to dig part of a cistern hole at the Cedarburg Fire Department site.

Passed and adopted this 1st day of April, 2015.



David M. Valentine, Town Chairman

Attest:


Eric Ryer, Asst. Administrator/Clerk



**DEPARTMENT OF THE ARMY
WISCONSIN ARMY NATIONAL GUARD
HEADQUARTERS 157th MANEUVER ENHANCEMENT BRIGADE
4108 NORTH RICHARDS STREET
MILWAUKEE, WI 53212-1055**

WY0CFF-CDR

26 February 2015

MEMORANDUM OF UNDERSTANDING

SUBJECT: Engineer Work to be conducted by 157th MEB (229 EN CO) during 17-18 April 2015, as part of Ozaukee Defense Support to Civil Authorities Exercise.

1. 157th MEB will participate in a joint military/civilian exercise on 17-18 April 2015. During this exercise, the 157th MEB will provide Engineer assets and personnel to work with Town of Cedarburg assets to dig part of a cistern hole at the Cedarburg Fire Department site. This will simulate stopgap cleanup operations, and exercise civilian/military communications and cooperation, all set in a scenario of post-tornado recovery during the exercise. This Ozaukee Defense Support to Civil Authorities Exercise will involve the following specific Brigade tasks and responsibilities:

a. Will provide one tracked excavator and one End Loader/Skid Loader with operators to conduct clear-and-grub and cut-and-fill operations on April 18, 2015 to demonstrate natural disaster relief capabilities as part of the Ozaukee Defense Support to Civil Authorities Exercise.

b. Will complete organic transportation requirements including all overweight convoy clearances and transporting equipment to worksite.

c. Will provide fuel for organic equipment.

d. Will provide an Officer in Charge of Engineer team to liaison with the Town of Cedarburg's Project Manager

2. Town of Cedarburg will provide the following to enable the Exercise:

a. Will be responsible for completing all required permits including DNR, storm water, environmental, local, etc.

b. Will be responsible for marking/staking all areas including buried lines (Diggers Hotline) and survey stakes (property lines, worksite boundaries, cut/fill, etc.)

c. Will have project manager onsite to provide guidance and direction.

d. Will provide necessary specifications/design/drawings.

e. Will provide support to wash construction equipment.

f. Will ensure that all liability waivers are completed and submitted to LTC Steven G. Sherrod for everyone supporting this exercise and on behalf of the Town of Cedarburg before commencement of operations.

SUBJECT: Engineer Work to be conducted by 157th MEB (229 EN CO) during 17-18 April 2015, as part of Ozaukee Defense Support to Civil Authorities Exercise.

3. For purposes of the exercise, coordinated work by the 157th MEB will only occur on 18 April 2015. Any work that is not finished after the designated work period will not be completed by 157th MEB, due to travel/transportation issues of WIARNG equipment requiring return to stationing sites.

4. Points of contact are the undersigned, or for information, LTC Steven G. Sherrod at (414) 961-8682 or steven.g.sherrod.mil@mail.mil.

Jim Culotta
Town Administrator
Town of Cedarburg



David F. O'Donahue
COL, EN, WIARNG
157th MEB Commander

WAIVER AND RELEASE OF LIABILITY

NOTICE: BY SIGNING THIS DOCUMENT YOU GIVE UP IMPORTANT LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING. PLEASE CONSULT WITH YOUR ATTORNEY IF YOU HAVE QUESTIONS ABOUT SIGNING THIS DOCUMENT. YOU MAY NEGOTIATE OR BARGAIN OVER THE LANGUAGE IN THIS DOCUMENT.

IN CONSIDERATION for the Wisconsin National Guard providing the services set forth in the attached Memorandum of Understanding for Engineer Work, the Town of Cedarburg, Wisconsin, a municipal corporation, through its legally authorized agent, understands that there are inherent dangers and risks associated with the above described activity(s), and nevertheless assumes these risks and hereby RELEASES, DISCHARGES, HOLDS HARMLESS, and agrees to INDEMNIFY the United States of America and/or the State of Wisconsin, and their agents, officers, and employees, from and against any and all losses, damages, costs and expenses which the United States of America and/or the State of Wisconsin, and their agents, officers, and employees sustain, incur, or are required to pay which are caused by the Town of Cedarburg or any agent, officer or employee thereof. This includes, but is not limited to, all losses, damages, costs and expenses resulting from any lawsuit, claim, or cause of action of any kind whatsoever for PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, including costs and attorneys' fees, arising from or related in any manner to the activity described in the Memorandum of Understanding referenced above.

The Town of Cedarburg further certifies that it fully understands this WAIVER and release of liability and the rights that it is waiving therein.

On Behalf of the Town of Cedarburg:

DATE: 4-2-15

SIGNED Jim Colotta

Jim Colotta

(Printed Name of Town
Administrator)

Administrator

(Title)

WITNESS:

Eric Ryer
(Printed Name)

Jim Colotta
(Signature)