

CHAPTER 6

EMERGENCY GOVERNMENT

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6.01 **POLICY AND PURPOSE.** (1) **DECLARATION OF POLICY.** To prepare the county to cope with emergencies resulting from enemy action and natural or manmade disaster, it is declared to be necessary to establish an organization for emergency government for the county by conferring upon the chairman of the county board and others certain specified duties and powers consistent with **Ch. 166, Wis. Stats.**

(2) **DEFINITIONS.** (a) Emergency government includes civil defense and means all measures undertaken by or on behalf of the county and the municipalities within the county:

1. To prepare for and minimize the effect of enemy action and natural or manmade disaster upon the civilian population.
 2. To effectuate emergency repairs to or the emergency restoration of vital public utilities and facilities destroyed or damaged by such action or disaster.
- (b) Civil defense means all measures undertaken by or on behalf of the State and the country and the municipalities within the country to prepare for and minimize the effects of enemy action upon the civilian population.

6.02 **COUNTY EMERGENCY GOVERNMENT COMMITTEE.** (1) **HOW CONSTITUTED.** There is hereby created a 5 member Emergency Government Committee whose chairman shall be the county board chairman with composition from the county board as appointed by the county board chairman and confirmed by the county board.

(2) **DUTIES.** The Emergency Government Committee shall be an advisory and planning group and shall advise the coordinator of emergency government services and the county board on all emergency government matters. It shall meet monthly or at the call of the chairman. It shall annually prepare a budget for emergency government and present the same to the county board for adoption. It shall prepare an annual report for the county board.

6.03 **COORDINATOR OF EMERGENCY GOVERNMENT SERVICES.**

(1) **COORDINATOR.** There is hereby created the office of county coordinator of emergency government. The county coordinator shall also hold the office of coordinator of emergency government of such towns and municipalities of Door

County as may enact an ordinance parallel to this section. Following such action the county coordinator of emergency government shall have the additional duties and responsibilities of a town or municipal coordinator of emergency government as prescribed by the Wisconsin Statutes.

- (2) **TENURE, TERM AND APPOINTMENT.** (a) **TENURE/TERM.** The county coordinator of emergency government shall be a full-time position and shall hold office at the pleasure of the executive and personnel committee and the emergency government committee. The salary of the coordinator and members of his staff shall be set from time to time by the executive and personnel committee with the approval of the county board.
- (b) **APPOINTMENT.** The emergency government coordinator shall be appointed by the executive and personnel committee.
- (c) **STATUTORY PROVISION.** The provisions of **CH. 166, Wis. Stats.**, relating to personnel shall apply to the selection of the coordinator and his staff.
- (3) **STATUS.** The county emergency government coordinator shall be considered to be an employee of the county not under civil service and shall be entitled to all of the rights, privileges and benefits that county employees have. He shall report directly to the county emergency government committee.
- (4) **POWERS AND DUTIES.** (a) **COUNTYWIDE.** The coordinator in his capacity as county coordinator subject to the control and direction of the county emergency government committee shall:
1. Develop and promulgate emergency government plans for the county consistent with the State plan.
 2. Direct the emergency government program for the county and perform such other duties related to emergency government as are required by the county emergency government committee.
 3. Coordinate and assist in developing town and municipal emergency government plans within the county and submit such reports as may be required.
 4. Advise the State Department of Development of all emergency government planning in the county and submit such reports as may be required.

5. Direct and coordinate emergency government activities throughout the county during a state of emergency.
 6. Direct countywide emergency government training programs and exercises.
- (b) **MUNICIPAL.** The coordinator in his capacity as coordinator for a municipality participating in joint action shall:
1. Develop and promulgate emergency government plans for the municipality consistent with State and county plans.
 2. Direct the emergency government program for the municipality and perform such other duties related to emergency government as are requested by such governing body and authorized by the emergency government committee.
 3. Direct the municipal emergency government training programs and exercises.
 4. Direct municipal participation in emergency government programs and exercises.
 5. Assist municipal emergency government coordinators in implementation of programs.
- 6.04 **SHARING OF COSTS.** (1) **OFFICE AND STAFF.** The Door County Board shall provide offices, office furniture, stenographic help and such office supplies as may be necessary to carry out the functions of the county coordinator of emergency government and the cost thereof shall be defrayed by the county with the help of the federal financial assistance program where applicable.
- (2) **MAJOR EQUIPMENT AND SERVICES.** Costs of equipment and services shall be borne 100% by the municipal government requiring such procurement with federal financial assistance procured by the county/municipal coordinator of emergency government when applicable. Federal financial assistance reimbursement shall be returned to the treasurer of the municipality procuring the equipment or services.
- 6.05 **JOINT MEETINGS.** When requested by either the county emergency government committee or the emergency government committee of a municipality participating in joint action, there shall be a joint meeting of the committees to decide such matters as may arise. Such call shall be by the chairman of the county emergency government committee.

- 6.06 **UTILIZATION OF EXISTING SERVICES AND FACILITIES.** (1) **POLICY.** In preparing and executing the emergency government program the services, equipment, supplies and facilities of the existing departments and agencies of the county shall be utilized to the maximum extent practicable; and the heads and personnel of all such departments and agencies are hereby directed to cooperate and extend such services and facilities as required of them.
- (2) **RESPONSIBILITY.** To assure that in an emergency all of the facilities of the existing county government are expanded to the fullest to meet such emergency, department and agency heads assigned to specific responsibilities under the county emergency operations plan shall fulfill emergency and nonemergency duties as prescribed in the plan. Municipalities entering into joint action with Door County shall provide for maximum utilization of existing services, equipment, supplies and facilities of the municipality by including a section parallel to this chapter in a joint action ordinance.
- 6.10 **PENALTY.** Any person who intentionally fails to comply with the directives of the emergency government committee promulgated under this chapter during a state of emergency or during any training program or exercise may be subject to a forfeiture of not more than \$200, and in default of payment of such forfeiture shall be imprisoned in the county jail for not to exceed 90 days.

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