

NORTHWEST WISCONSIN REGIONAL EMERGENCY MANAGEMENT MUTUAL AID COMPACT

(For County Emergency Management Assistance)

This Mutual Aid Agreement is made and entered into this 17th day of October, 2011 by and between the participating County and Tribal governments within the Northwest Wisconsin Emergency Management Region (Ashland, Barron, Bayfield, Burnett, Douglas, Iron, Polk, Price, Rusk, Sawyer, St. Croix Tribe and Washburn) as authorized by their respective governing bodies.

WHEREAS, emergencies involving natural disasters and/or technological incidents will arise within the jurisdictional boundaries of the specified Counties and Tribes located in the Northwest Wisconsin Emergency Management Region, which may require additional assistance beyond each county's own resources; and

WHEREAS, the training and/or expertise of Emergency Management staff personnel throughout the Northwest Wisconsin Emergency Management Region could be requested to assist in dealing with natural disasters and/or technological incidents within the geographical boundaries of the Northwest Wisconsin Emergency Management Region; and

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

WHEREAS, the parties have authority to enter into this Mutual Aid Agreement pursuant to Sections 59.03, 59.04, 66.0301, 66.0313, 66.0314 and Chapter 323 of the Wisconsin State Statutes.

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

1. The parties that are subject to this agreement are the Counties of Ashland, Barron, Bayfield, Burnett, Douglas, Iron, Polk, Price, Rusk, Sawyer and Washburn and the St. Croix Tribe.
2. The parties agree to use their best efforts to ensure the public safety and protect the citizens within the confines of the geographical jurisdictions of the respective parties.
3. This Agreement shall have a term of a one-year period; the Agreement shall automatically be renewed on a year-to-year basis. Any of the parties may terminate this Agreement by providing at least ninety (90) days written notice of said intent to terminate participation in the Agreement to all other parties to the Agreement.
4. No separate legal entity will be created by this Agreement.
5. The power to make a request for assistance or to provide assistance under this Agreement shall reside in the Emergency Management department of each respective county or tribal government.
6. It is expressly understood and agreed by the parties hereto that the rendering of assistance under the terms of this Agreement 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 party as soon as practicable that assistance will not be rendered. No party may make any claim whatsoever against the requested party for refusal of assistance.
7. Any person acting for a member under this agreement shall, at all times, remain an employee of his or her respective County/Tribe. Emergency Management staff provided under this agreement shall be at no charge to the requesting County/Tribe. However, any expenses incurred by the assisting County/Tribe that are recoverable from third parties, responsible parties or from State or Federal disaster assistance funds shall be reimbursed to the assisting County/Tribe.

8. In case of an incident, Emergency Management staff personnel will operate under the established command structure of the requesting County/Tribe.
9. During the term of this agreement, each party shall maintain the following General Liability Insurance coverages: \$1,000,000 bodily injury and \$1,000,000 property damage. Each party shall, immediately upon execution of this agreement, provide each other with a certificate evidencing such insurance. In the event that any party receives notification of cancellation of such policy, said party shall immediately notify all other parties of such notice. In the event that any party has its policy cancelled or caused its coverage to terminate, each of the other parties may, by written notice terminate this Agreement.
10. No party operating under the terms of this Agreement 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.
11. Survival: The terms and conditions of this Agreement shall survive completion of the services under this Agreement or any termination of this Agreement.

Waiver: A waiver by any party of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement 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 Agreement 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 Agreement for being void should a provision which is of the essence of this Agreement be determined void.

Integration: This Agreement, including issued Task Orders (and their respective attachments, if any) represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Assignment: No party shall assign any rights or duties under the Agreement 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 Agreement.

No Construction Against Any Party: This Agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against any party.

Multiple Originals: This Agreement may be executed in multiple originals, each of which together shall constitute a single agreement.

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

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

Statutory Protections: It is agreed by the parties that nothing in this Agreement, 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 Agreement 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 agreement.

Barron County Emergency Management Director

Date

Barron County Board Chair

Date

Barron County Administrator

Date

At its regular business meeting on October 17, 2011, the Barron County Board of Supervisors adopted the above-entitled resolution, Resolution No. 2011-40; Resolution to Authorize Participation in The Northwest Wisconsin Regional Emergency Management Mutual Aid Compact, by a simple majority vote of all in favor and none against. A copy of said adopted resolution is attached hereto and incorporated herein.

_____ Dated: _____

*The Barron County Emergency Management Director will make a request for assistance, or provide assistance under this Agreement after consultation with the Barron County Sheriff, Administrator and/or County Board Chair.