

**Resolution 2015-05  
St. Croix County  
Mutual Aid Compact  
For  
Emergency Management Assistance**

This Mutual Aid Agreement is made and entered into this 14<sup>th</sup> day of May, 2015 by and between the participating municipalities within St. Croix County for assistance with emergency management activities as authorized by their respective governing bodies.

WHEREAS, emergencies involving natural disasters and/or technological incidents will arise within municipalities in St. Croix County, which may require additional assistance beyond each municipalities own resources; and

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

WHEREAS, the parties recognize that natural disasters and/or technological incidents can more effectively be handled by the 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 323.80 of the Wisconsin State Statutes.

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

1. 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.
2. The term of this Agreement shall be for a one-year period; the Agreement shall automatically be renewed on a year-to-year basis after the initial one-year term. 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.
3. No separate legal entity will be created by this Agreement.
4. The power to make a request for assistance or to provide assistance under this Agreement shall reside in the Emergency Management personnel of each respective municipality.
5. 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 or rendering the assistance. In situations in which the responding Emergency Management staff personnel are unable to furnish the requested assistance, they will notify the requesting municipality as soon as practicable that assistance will not be rendered. No municipality may make any claim whatsoever against the requesting municipality for refusal or termination of assistance.
6. Any person authorized and acting pursuant to this Agreement for another party to this Agreement shall at all times remain an employee, official or agent of that person's own municipality..
7. In case of an incident, Emergency Management staff personnel will operate under the established command structure of the requesting municipality.

April, 2015

8. During the term of this agreement, each municipality shall maintain General Liability Insurance coverage's: \$1,000,000.00 bodily injury and \$1,000,000.00 property damage. Each municipality shall immediately upon execution of this contract, provide each other with a certificate evidencing such insurance. All other municipalities which are a party to this Agreement shall be named as a certificate holder on each municipality's insurance certificate. In the event that any municipality receives notification of cancellation of such policy, said municipality shall immediately notify all other participating municipalities of such notice. In the event that any municipality has its policy cancelled, the other municipalities may by majority vote provide written notice terminating such municipality's participation in this Agreement.
9. 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 armed forces of the United States 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:** Any rights, duties, obligations, liabilities or debts owing pursuant to the terms of this Agreement shall survive termination of this Agreement to the extent they arose or were created or incurred prior to such termination.

**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, or unenforceability of any provision of this Agreement (as may be determined by a Court of competent jurisdiction) 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 issued pursuant to it. Any provision declared void by a Court of competent jurisdiction shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if the Agreement had not contained the severed provision. The parties to this Agreement agree to amend this Agreement by replacing any such severed provision with a revised provision that is as consistent as possible with the purpose and intent of the severed provision. If a provision which the parties consider to be of fundamental importance to the entire Agreement is declared void, the parties to this Agreement may by majority vote agree that the entire Agreement is void and of no further effect.

**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 contract may be executed in multiple originals, each of which together shall constitute a single agreement.

**Captions:** Captions and paragraph headings contained in this Agreement are used for convenience only and shall not be used in interpreting or construing its terms.

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

April, 2015

**Statutory Protections:** It is agreed by the parties that nothing in this contract, 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 of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide the greater benefit to the party seeking the protection shall apply unless that 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.

**Applicable Law:** This Agreement shall be interpreted according to the laws of the State of Wisconsin.

**Authorization to Execute:** The individual signing this Agreement on behalf of the municipal entity he/she represents certifies that he/she has been duly authorized by the governing board of the municipal entity to execute this Agreement for such municipal entity and bind that entity to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

*St. Joseph Township*

[Redacted Signature]

5-14-2015

Designated Municipality/Emergency Management Director/Coordinator

Date

[Redacted Signature]

5-14-2015

Municipal Chairman/President/Mayer

Date

[Redacted Signature]

05-14-2015

Municipal Clerk

Date

[Redacted Signature]

5-14-2015

County Emergency Management Coordinator

Date

[Redacted Signature]

05/28/2015

County Emergency Support Services Director

Date

[Redacted Signature]

5-29-15

County Administrator

Date

April, 2015

