

Resolution No: 43-08
**Resolution to Enter into Mutual Aid Agreement for County Emergency
Management Assistance with St. Croix County**

WHEREAS, Wisconsin Statute Sections 66.0301 and 66.0314 authorize counties to enter into inter-governmental agreements for the provision of mutual assistance to other municipalities and counties in the event of a major disaster or emergency; and

WHEREAS, it is in the interest of Polk County to enter into such agreements with municipalities and counties that share a good working relationship and that are in close proximity.

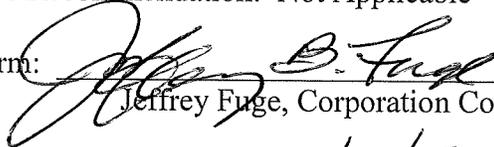
NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors approves and enters into the Mutual Aid Agreement for County Emergency Management Assistance with St. Croix County, as attached hereto and incorporated herein.

Funding Amount: Not Applicable Funding Source: Not Applicable

Finance Committee Advised: Not Applicable

Finance Committee Recommendation: Not Applicable

Approved as to form:


Jeffrey Fuge, Corporation Counsel

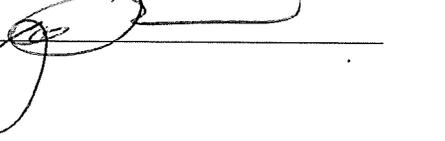
Date Submitted to County Board: 6/17/08

County Board Action: Adopted Effective Date: Upon passage

Submitted Upon Recommendation of the Public Protection Committee







Mutual Aid Agreement For County Emergency Management Assistance

This Mutual Aid Agreement (Agreement) is made and entered into as of the last date this Agreement is signed by and between ST. CROIX COUNTY and POLK COUNTY, as authorized by their respective county boards.

WHEREAS, emergencies involving natural disasters and/or technological incidents may arise within the boundaries of each county which may, because of limited resources, require assistance from the other county; and

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

WHEREAS, each county has Emergency Management personnel with the training and/or expertise to assist in dealing with natural disasters and/or technological incidents within the geographical boundaries of either county; and

WHEREAS, the counties have authority to enter into this Mutual Aid Agreement pursuant to Wisconsin Statutes sections 66.0301 and 66.0314.

THEREFORE, the counties agree as follows:

1. The term of this Agreement shall be from the last date this Agreement is signed through December 31, 2008. The Agreement shall automatically renew on a year-to-year basis, commencing January 1, 2009. Either county may terminate this Agreement by providing at least ninety (90) days written notice of said intent to terminate this Agreement to the other county.
2. No separate legal entity is created by this Agreement.
3. The authority to make a request for assistance or to provide assistance under this Agreement shall reside in the Emergency Management Director of each county.
4. It is expressly understood and agreed by the counties that the rendering of assistance under the terms of this Agreement shall not be mandatory, and shall be within the sole discretion of the county 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 Emergency Management Director of the county receiving the request. In situations where the responding county is unable to furnish the requested assistance it will notify the requesting county as soon as practicable that assistance will not be rendered. Neither may make any claim whatsoever against the county requested to assist for refusal of assistance.
5. Any person acting under this Agreement shall, at all times, remain an employee of that person's county of employment. Personnel shall be provided under this Agreement at no charge to the requesting county. However, any expenses incurred by the assisting county recoverable from third parties, responsible parties or State and/or federal disaster assistance funds shall be reimbursed to the assisting County.
6. Emergency Management personnel providing assistance shall operate under the established command structure of the requesting county.
7. During the term of this Agreement, each county shall be responsible for the liability and workman's compensation for their employees when requested to provide assistance by the

requesting county. In the event that either county has its liability insurance policy cancelled, the other county may by written notice terminate this agreement immediately.

Survival: Provisions 2, 4 and 5 of this Agreement shall survive completion of assistance under this Agreement or termination of this Agreement.

Waiver: A waiver by either county of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving county'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 counties 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 paragraph shall not prevent this entire Agreement from being held 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 counties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Assignment: Neither county shall assign any rights or duties under this Agreement without the prior written consent of the other county. 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 Either County: This Agreement is the product of negotiations between the counties and was reached either with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either county as the drafter of 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 counties.

Statutory Protections: It is agreed by the counties that nothing in this Agreement shall in any way constitute a waiver on the part of the counties of any immunity, liability limitation or other protection available to either 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 protection, either statutory or contractual, provides a greater benefit to the county shall apply unless the county elects otherwise.

Compliance with Laws: The counties agree to comply with all applicable federal, State and local laws, rules, codes and regulations.

Mutual Aid Agreement for County Emergency Management Assistance



Jack Colvard
County Emergency Management Director
St. Croix County

4/03/08

Date

Clarence Malick

4/3/08

Clarence Malick
County Board Chairperson
St. Croix County

Date

ORIGINAL

Cindy Campbell

4-3-08

Cindy Campbell
County Clerk
St. Croix County

Date

Date

County Emergency Management Director
Polk County

Date

County Board Chairperson
Polk County

Christine L. Albright

6/18/08

County Clerk
Polk County

Date