

Resolution to Authorize Participation in the Northwest Wisconsin Regional
Medical Examiner Mutual Aid Compact

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF
POLK:

Ladies and Gentlemen:

WHEREAS, the County governments of Barron, Dunn, Pierce, Polk and St. Croix desire to participate in a Mutual Aid Compact for emergency medical examiner assistance; and

WHEREAS, emergencies involving mass fatality incidents may arise within the jurisdictional boundaries of the specified counties located in Northwest Wisconsin, which may require additional assistance beyond each county's own resources; and

WHEREAS, the training and/or expertise of medical examiner staff personnel throughout the Northwest Wisconsin Region could be requested to assist in dealing with mass fatality incidents within the geographical boundaries of the counties; and

WHEREAS, the parties recognize that mass fatality incidents can more effectively be handled by pooling of human resources; and

WHEREAS, the parties have authority to enter into the Northwest Wisconsin Regional Medical Examiner Mutual Aid Compact pursuant to Sections 59.03, 59.04, 66.0301, 66.0313, 66.0314 and Chapter 323 of the Wisconsin Statutes; and

NOW THEREFORE, BE IT RESOLVED, that the Polk County Board of Supervisors approves and authorizes participation in the Northwest Wisconsin Regional Medical Examiner Mutual Aid Compact, as attached hereto and incorporated herein, for emergency medical examiner assistance.

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes and directs the Polk County Medical Examiner to enter into and to administer said compact on behalf of Polk County.

Funding Amount:	Not Applicable	Funding Source:	Not Applicable
Date Finance Committee Advised:			Not Applicable
Finance Committee Recommendation:			Not Applicable
Effective Date:			Upon Passage
Date Submitted to County Board:			March 19, 2013

Submitted by the Polk County Public Protection and Judicial Committee

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]

Review By County Administrator:

- Recommended
- Not Recommended
- Reviewed Only

[Signature]
Dana Frey, County Administrator

Review By Corporation Counsel:

- APPROVED AS TO FORM**
- Recommended
 - Not Recommended
 - Reviewed Only

[Signature]
Jeffrey B. Fuge, Corporation Counsel

At its regular business meeting on March 19, 2013, the Polk County Board of Supervisors adopted the above-entitled resolution, Resolution 13-13: Resolution to Authorize Participation in the Northwest Wisconsin Regional Medical Examiner Mutual Aid Compact, by a simple majority vote of _____ in favor and _____ against.

by unanimous voice vote

[Signature]
William Johnson, IV, County Board Chairperson

Attest: [Signature]
Carole Wondra, Polk County Clerk

OFFICE OF
POLK COUNTY CLERK

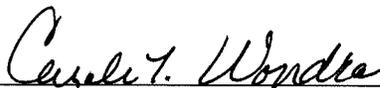
CAROLE T. WONDRA

100 POLK COUNTY PLAZA, SUITE 110
BALSAM LAKE, WISCONSIN 54810
(715) 485-9226 FAX (715) 485-9104
E-mail Address: carole.wondra@co.polk.wi.us.

Attached hereto and incorporated herein is a true, accurate and complete copy of
Resolution No. 13-13:

Resolution to Authorize Participation in the Northwest Wisconsin Regional Medical
Examiner Mutual Aid Compact

adopted by the Polk County Board of supervisors at its regular business meeting, held
after giving proper advance notice, on March 19, 2013.



Carole T. Wondra
Polk County Clerk

Dated: 3-21-13

NORTHWEST WISCONSIN REGIONAL
MEDICAL EXAMINER MUTUAL AID COMPACT
(For County Emergency Medical Examiner Assistance)

This Mutual Aid Compact (hereinafter “*Agreement*”) is made and entered into among the county governments of Barron, Dunn, Pierce, Polk and St. Croix, as authorized by their respective governing bodies.

WHEREAS, emergencies involving mass fatality incidents may arise within the jurisdictional boundaries of the specified counties located in Northwest Wisconsin, which may require additional assistance beyond each county’s own resources; and

WHEREAS, the training and/or expertise of Medical Examiner staff personnel throughout the Northwest Wisconsin Region could be requested to assist in dealing with mass fatality incidents within the geographical boundaries of the counties; and

WHEREAS, the parties recognize that mass fatality incidents can more effectively be handled by pooling of human resources; and

WHEREAS, the parties have authority to enter into this Northwest Wisconsin Regional Medical Examiner Mutual Aid Compact, pursuant to Sections 59.03, 59.04, 66.0301, 66.0313, 66.0314 and Chapter 323 of the Wisconsin Statutes.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. 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.
2. 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.
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 with the Medical Examiner department of each respective county.
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. 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.

6. Any person acting for a member under this agreement shall, at all times, remain an employee of his or her respective county. Medical Examiner staff provided under this agreement shall be at no charge to the requesting county. However, any expenses incurred by the assisting county that are recoverable from third parties, responsible parties or from State or Federal disaster assistance funds, shall be reimbursed to the assisting county.
7. In the case of an incident, Medical Examiner staff personnel will operate under the established command structure of the requesting county.
8. During the term of this agreement, each party shall maintain the following General Liability Insurance coverage: \$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.
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 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.

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 among 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.

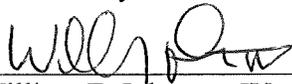
Statutory Protections: It is agreed by the parties that nothing in this Agreement, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the parties of any immunity, liability limitation or other protection available to them under 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.

Jon Dinnies
Polk County Medical Examiner

Date



William F. Johnson, IV
Polk County Board Chair

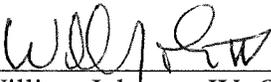
03.21.2013
Date



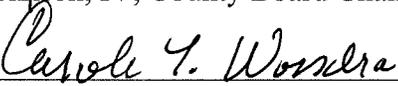
Carole T. Wondra
Polk County Clerk

3-21-13
Date

At its regular business meeting on March 19, 2013, the Polk County Board of Supervisors adopted the resolution, Resolution 13-13: Resolution to Authorize Participation in the Northwest Wisconsin Regional Medical Examiner Mutual Aid Compact, by a simple majority vote of _____ in favor and _____ against. A certified copy of said resolution is attached hereto and incorporated herein. *by unanimous voice vote*


William Johnson, IV, County Board Chairperson

Date: 03.21.2013

Attest: 
Carole Wondra, Polk County Clerk

Date: 3-21-13