

# **MUTUAL AID AGREEMENT for EMERGENCY MANAGEMENT ASSISTANCE**

## **Between Jackson County & La Crosse County**

These Articles of Agreement are made and entered into this \_\_\_ day of \_\_\_\_\_ 200\_ by and between Jackson County and La Crosse County Emergency Management Director(s)/Coordinator(s) indicated by their respective governing bodies.

WHEREAS, emergencies involving natural disasters and/or technological incidents will arise within the boundaries of Jackson County, which may require additional assistance beyond its own resources, and

WHEREAS, because of training and/or expertise the Emergency Management Director(s)/Coordinator(s) from Clark, La Crosse, Monroe and/or Trempealeau County(ies) could be requested to assist in dealing with natural disasters and/or technological incidents within the geographical boundaries of Jackson County.

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, 66.30(4) and 166.30(4) and 166.30(7) 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 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. The duration of this agreement shall be 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.
4. The power to make a request for assistance or to provide assistance under this Agreement shall reside in the Emergency Management Department of Jackson County. In the event the Emergency Management Director/Coordinator is absent due to vacation or business travel, etc., the decision to request or provide assistance will be made by the Jackson County Board Chairperson or, in his/her absence, the Jackson County Sheriff.
5. It is expressly understood and agreed by the parties hereto that the rendering of assistance under the terms of the Agreement shall not be mandatory, but that the party receiving the request may in its discretion refuse to assist consistent with its primary responsibility to provide emergency services within its own jurisdiction. It is the understanding of the parties that the responding Director(s)/Coordinator(s) shall furnish the requested assistance unless actively engaged in handling a spill/disaster in their own jurisdiction. When responding to a request the responding Director(s)/Coordinator(s) shall do so in a timely and reasonable fashion. In situations where the responding Director(s)/Coordinator(s) is/are unable to furnish

the requested assistance they will notify the requesting Director/Coordinator as soon as practicable, that assistance will not be rendered.

6. It is the understanding of the parties that the responding Director(s)/Coordinator(s) role when responding to a natural disaster and/or technological incident is limited to assisting in supervising the administrative formalities and liaison activities between the local, county, state and federal agencies.
7. The request for Director(s)/Coordinator(s) will be for a period of two days or less and will include the location where the visiting Director(s)/Coordinator(s) will be needed. Additional days may be allowed at the discretion of the visiting Director(s)/Coordinator(s) acting in cooperation with his/her county board chairperson. No Director(s)/Coordinator(s) may make any claim whatsoever against the requested party for refusal of assistance. All personnel acting for a member under this agreement shall, at all times, remain an employee of the person's own county.
8. Director(s)/Coordinator(s) shall have an absolute right to leave the requesting Director(s)/Coordinator(s) county at any time he/she deems it appropriate.
9. It is recognized that all Director(s)/Coordinator(s) when responding to another county to assist with a technological incident have "Spiller Responsibility" laws granting the jurisdiction wherein the hazardous materials incident occurred to recover the costs for administrative and wage compensation from the party responsible for the spill. It is agreed that the Director/Coordinator within whose jurisdiction the spill occurred would seek recovery from the responsible party and reimburse the responding party for all expenses incurred by the response to the incident.
10. In case of an incident, the Jackson County Emergency Management Department will operate under the Jackson County Emergency Operations Plan for natural disasters and/or technological incidents.
11. Each party to this agreement agrees to fully and in all respects indemnify, defend and hold harmless, the other Director's/Coordinator's County from and against any and all claims and liability resulting from all acts, commissions or other conduct of said county's Director/Coordinator including any and all commands under the laws of the State of Wisconsin any and all claims premised under 42 USC 1983. Each Director's/Coordinator's County agrees to indemnify, defend and hold harmless the other Director's/Coordinator's County from and against any and all claims and liability in whatever fashion arising under this agreement against the other Director's /Coordinators County who or which may be assigned under the Agreement. The full legal and financial responsibility for injury, disability or death of an employee shall remain with the Director's/ Coordinator's respective County. No party shall under any circumstances be held liable for any loss or damage by reason of it's failure to effectively combat a natural disaster and/or technological incident of any other party. Further, Director's/Coordinator's County will be responsible for any claims or judgments that arise under this agreement as a result of any negligence or wrongful conduct on the part of the Director/Coordinator and that Jackson County will be responsible for paying any claims or judgments that arise under this agreement as a result of the negligence or wrongful conduct on the part of the Jackson County Emergency Management Coordinator.
12. That all Emergency Management Directors/Coordinators shall follow all state and federal statutes, codes and regulations in handling a natural disaster and/or technological incident.
13. No party operating under the terms of this Agreement shall discriminate against any individual because of race, color, religion, sex or national origin in any manner, prohibited by the laws of the State of Wisconsin.

