

# **WiSMAC**

## **Wisconsin Statewide Mutual Aid Compact**

### **For**

## **Local Emergency Management Assistance**

This Wisconsin Statewide Mutual Aid Compact is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between participating Counties, Cities, Villages, and Towns as well as federally-recognized Indian tribes and bands (Member), within the State of Wisconsin as authorized by their respective governing bodies.

WHEREAS, emergencies involving natural disasters and/or technological incidents will arise throughout the State of Wisconsin, which may require additional assistance beyond each Member's own resources; and

WHEREAS, the training and/or expertise of local emergency management personnel throughout the State of Wisconsin could be requested to assist in dealing with natural disasters and/or technological incidents within the state; and

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

WHEREAS, the Members have authority to enter into this Wisconsin Statewide Mutual Aid Compact pursuant to Sections 59.03, 59.04, 66.0301, 66.0313, 66.0314, and 323.14 of the Wisconsin Statutes.

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

1. Purpose: The Members 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 Members.
2. Term: The duration of this Compact shall be a one-year period; the Compact shall automatically be renewed on a year-to-year basis. Any of the Members may terminate this Compact by providing at least ninety (90) days written notice of said intent to terminate participation in the Compact to all other Members to the Compact.
3. No Joint Venture: No separate legal entity will be created by this Compact.
4. Approval Authority: The power to make a request for assistance or to provide assistance under this Compact shall reside in the Emergency Management Department of each respective Member County, City, Village, Town, Tribe or Band. Requests for assistance will be made by following the WiSMAC Procedure.
5. Right of Refusal: It is expressly understood and agreed by the Members hereto that the rendering of assistance under the terms of this Compact shall not be mandatory and shall be within the sole discretion of the Member 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 Member receiving the request. In situations where the Member's emergency management personnel are unable to furnish the requested assistance, they will notify the requesting Member as soon as practicable that assistance will not be rendered. No Member may make any claim whatsoever against the requested Member for refusal of assistance.
6. Employment Status: All emergency management personnel acting on behalf of a Member under this Compact shall, at all times, remain the employee of that Member.

7. Compensation: A responding Member may invoice an impacted Member for miles, meals, and lodging expenses for emergency management personnel provided. Actual personnel time shall not be reimbursed but will be documented as volunteer hours, as specified in the WiSMAC Procedure.
8. Duration: A responding Member's deployment is limited to 72 hours with the option to extend if mutually agreeable to the responding and the requesting Member.
9. Statutory Protections: It is agreed by the Members that nothing in this Compact, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the Members 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 Compact 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 Member shall apply unless the Member elects otherwise.
10. Incident Command Structure: In the event of an incident, emergency management personnel will operate under the established incident command structure of the requesting Member.
11. Public Liability and Property Damage Insurance: A Member shall maintain, at its own expense, and keep in effect during the term of this Compact, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Compact. Minimum coverage is one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. If a Member is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall, if requested, be submitted to the responding Member certifying that the requesting Member is protected by a Self-Funded Liability and Property Program or alternative funding source(s). The Certificate is required to be presented to the responding Member, when requested, prior to receipt of emergency management personnel services under this Compact.
12. Automobile Liability: A Member shall obtain and keep in effect automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Compact. This coverage may be written in combination with the commercial liability and property damage insurance mentioned in Section 8. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage. If a Member is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall, if requested, be submitted to the responding Member certifying that the requesting Member is protected by a Self-Funded Liability and Property Program or alternative funding source(s). The Certificate is required to be presented to the responding Member, when requested, prior to receipt of emergency management personnel services under this Compact.
13. Severability: If any provision of this Compact is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the Members shall be construed and enforced as if the Compact did not contain the particular provision held to be invalid.
14. Construction of Compact: This Compact is intended to be solely between the Members hereto. No part of the Compact shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of the Members.
15. Assignment: No right or duty, in whole or in part, of the Member under this Compact may be assigned or delegated without the prior written consent of the other Members.

16. Waiver: A waiver by any Member of any breach of this Compact shall be in writing. Such a waiver shall not affect the waiving Member's rights with respect to any other or further breach.
17. Applicable Law: This Compact shall be governed under the laws of the State of Wisconsin. The Members shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Compact and which may in any manner affect the work or its conduct.
18. Multiple Originals: This contract may be executed in multiple originals, each of which together shall constitute a single Compact.

IN WITNESS WHEREOF, the Member has executed this Compact.

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Member Emergency Management Director

Date

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Member Chief Elected Official

Date

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Member Clerk

Date