

Appendix R

Fire and EMS Mutual Aid Agreements



Waukesha County Fire Chiefs Association, Inc.



MUTUAL AID BOX ALARM SYSTEM RESOLUTION (DRAFT)

President:
Phillip Buchholtz

Vice-President:
Dick Hagemann

Secretary/Treasurer:
Bill Selzer

Trustees:
Doug Brahm
Daniel Buchholtz

WHEREAS, Wisconsin statute 66.0301(2) authorizes any municipality to contract with other municipalities and with federally recognized Indian tribes and bands in this state for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state, as provided in Wisconsin Statute 66.0303(3)(b); and

WHEREAS, the Wisconsin Statute, 166.03(2)(a)3, provides that the standards for fire, rescue, and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response throughout Wisconsin and neighboring states; and

WHEREAS, the Attorney General of the State of Wisconsin must approve any agreement between a Wisconsin municipality and a municipality of another state, and said agreement was approved by the Attorney General of the State of Wisconsin on December 22, 2000; and

WHEREAS, said agreement was submitted to the governor of the State of Wisconsin for his concurrence, which was obtained and later adopted under Wisconsin Statute 66.0303(3) (a) and (b); and

WHEREAS, the Waukesha County Fire Chiefs' Association, Inc. believes that intergovernmental cooperation for purposes of public safety and protection should be encouraged and that the Mutual Aid Box Alarm System would afford these benefits to county residents by coordinating fire protection and emergency medical services, according to the policies and procedures of the Mutual Aid Box Alarm System as adopted by the MABAS-Wisconsin Executive Board and amended from time to time.

WHEREAS, it is in the best interest of all member fire departments, who comprise the Waukesha County Fire Chiefs' Association, Inc, to enter into the proposed Mutual Aid Box Alarm System to provide for the coordination of fire protection and emergency medical services in the event of a large scale emergency, natural disaster, or man-made catastrophe.

NOW, THEREFORE, BE IT RESOLVED, that the Waukesha County Fire Chiefs' Association, does here by commit our collective efforts and will adhere to all policies and procedures of the Mutual Aid Box Alarm System as adopted by the MABAS-Wisconsin Executive Board and amended from time to time.

Dated this thirteenth day of May, 2009

By:

Phillip Buchholtz, President

Dick Hagemann, Vice President

Doug Brahm, Trustee

Daniel Buchholtz, Trustee

Willima Selzer, Secretary/Treasurer

WAUKESHA COUNTY FIRE CHIEFS' ASSOCIATION, INC.
MUTUAL AID BOX ALARM SYSTEM RESOLUTION

WHEREAS, Wisconsin statute 66.0301(2) authorizes any municipality to contract with other municipalities and with federally recognized Indian tribes and bands in this state for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state, as provided in Wisconsin Statute 66.0303(3)(b); and

WHEREAS, the Wisconsin Statute, 166.03(2)(a)3, provides that the standards for fire, rescue, and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response throughout Wisconsin and neighboring states; and

WHEREAS, the Attorney General of the State of Wisconsin must approve any agreement between a Wisconsin municipality and a municipality of another state, and said agreement was approved by the Attorney General of the State of Wisconsin on December 22, 2000; and

WHEREAS, said agreement was submitted to the governor of the State of Wisconsin for his concurrence, which was obtained and later adopted under Wisconsin Statute 66.0303(3) (a) and (b); and

WHEREAS, the Waukesha County Fire Chiefs' Association, Inc. believes that intergovernmental cooperation for purposes of public safety and protection should be encouraged and that the Mutual Aid Box Alarm (MABAS) would afford these benefits to county residents by coordinating fire protection and emergency medical services, according to the policies and procedures of MABAS as adopted by the Executive Board and amended from time to time.

WHEREAS, it is in the best interest of all member fire departments, who comprise the Waukesha County Fire Chiefs' Association, Inc, to enter into the proposed Mutual Aid Box Alarm System (MABAS) to provide for the coordination of fire protection and emergency medical services in the event of a large scale emergency, natural disaster, or man-made catastrophe.

NOW, THEREFORE, BE IT RESOLVED, that the Waukesha County Fire Chiefs' Association, does here by commit our collective efforts and will adhere to all policies and procedures of MABAS as adopted by the Executive Board and amended from time to time.

Dated this _____ day of _____, 20XX

By: _____

COUNTYWIDE MUTUAL AID AGREEMENT

This Mutual Aid Compact is made and entered into this _____ day of _____ 2008 by and between the Waukesha County municipalities of ***, ****, *****, ***** (Participating Municipalities) as authorized by their respective governing bodies.

WHEREAS, emergencies involving natural disasters and/or technological incidents will arise which may require additional assistance beyond each Participating Municipality's own resources; and

WHEREAS, the knowledge, skills and abilities of personnel employed by the Participating Municipalities could be requested to assist in dealing with natural and/or man made disasters affecting another Participating Municipality, and

WHEREAS, the parties recognize that natural and/or man made disasters can more effectively be handled by pooling of human resources; and

WHEREAS, the parties have authority to enter into this Mutual Aid Compact pursuant to Sections 59.03, 59.04, 66.0301, 66.0313, 66.0314, and 166.30 of the Wisconsin State Statutes.

NOW THEREFORE, in consideration of the mutual covenants and compacts hereinafter set forth, the Participating Municipalities agree as follows:

1. This compact shall not supersede existing mutual aid agreements such as the law enforcement Suburban Mutual Assistance Response Team (SMART), the fire service Mutual Aid Box Alarm System (MABAS) agreements, or other inter-governmental mutual aid agreements. Where no agreement exists, or current agreement language does not adequately address the local need for assistance, this compact may be implemented at the discretion of the requesting jurisdiction. In any case involving conflict between this agreement and a prior, existing agreement, the prior, existing agreement shall control unless specific language exists to resolve the conflict in a different manner.
2. 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 parties 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 parties to the Compact.
3. No separate legal entity is created by this Compact.
4. The power to make a request for assistance or to provide assistance under this Compact shall reside in the Head of Emergency Management Services, Chief Elected Official or their designee of each respective Participating Municipality.
5. It is expressly understood and agreed by the parties 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 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 personnel are unable to furnish the requested assistance they will notify the requesting Participating Municipality as soon as practicable that assistance will not be rendered. No Participating Municipality may make any claim whatsoever against the requested municipality for refusal of assistance.
6. All personnel acting for a member under this compact shall, at all times, remain an employee of the person's own municipality, except as provided for law enforcement mutual aid under Wisconsin statute 66.0513 which shall apply.

7. In case of an incident, responding personnel will operate under the established command structure of the requesting Participating Municipality.
8. During the term of this compact, each Participating Municipality shall maintain the following General Liability Insurance coverage: \$1,000,000 bodily injury and \$1,000,000 property damage. Immediately upon execution of this compact, each Participating Municipality shall provide the other participating municipalities with a certificate evidencing such insurance. In the event that any municipality receives notification of cancellation of such policy, said municipality shall immediately notify all other participating municipalities and the County Office of Emergency Management of such notice. In the event that any municipality has its policy cancelled, each of the other Participating Municipalities may, by written notice, terminate this compact with that municipality without terminating the provisions of this compact with other participants. Subject to the limitations of sec. 893.80, Wis. Stats., the requesting jurisdiction agrees to indemnify responding municipalities in the events of claims for acts or omissions taken or omitted in good faith and within scope of normal employment or delegations of authority.
9. No party operating under the terms of this Compact 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.
10. Charges to a Participating Municipality that requests assistance from other Participating Municipalities shall be as follows:
 - A. Labor force. Charges for labor force shall be in accordance with the assisting municipality's standard practices.
 - B. Equipment. Charges for equipment supplied by an assisting municipality shall be at the reasonable and customary rates for such equipment in Waukesha County.
 - C. Transportation. The assisting municipality shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
 - D. Meals, lodging, and other related expenses. Charges for meals, lodging, and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the assisting municipality.

Regardless of the foregoing, there shall be no inter-municipal charges for the first 48 hours of assistance provided to a Participating Municipality requesting assistance under this compact on a per incident basis unless other agreements supersede this compact. It is the responsibility of the requesting municipality to specifically invoke this agreement when the request is made. Charges shall be assessed for any assistance provided beyond 48 hours per incident.

11. Emergency Management staff provided under this compact shall be at no charge to the requesting Participating Municipality. Recognizing that provision of assistance incurs costs to the assisting municipality, any expenses incurred by the assisting Participating Municipality recoverable from third parties, responsible parties or State and Federal disaster assistance funds shall be reimbursed to the assisting Participating Municipality.

Survival: The terms and conditions of this Compact shall survive completion of the services under this Compact or any termination of this Compact.

Waiver: A waiver by any party of any breach of this Compact 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 Compact or the occurrence of any event rendering any portion or provision of this Compact void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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 Compact.

Emergency Management Department Head Date

Mayor/Administrator/Board Chair or President Date

Date

Municipal Clerk

Severability: The invalidity, illegality or unenforceability of any provision of this Compact or the occurrence of any event rendering any portion or provision of this Compact void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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.

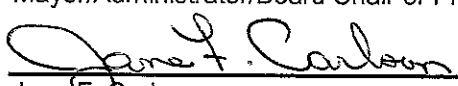
IN WITNESS WHEREOF, the parties have executed this Compact.


Richard M. Czopp
Emergency Management Department Head

6/16/09
Date


Keith Henderson, Chairman
Mayor/Administrator/Board Chair or President

6/16/09
Date


Jane F. Carlson
Municipal Clerk

6/16/09
Date

Severability: The invalidity, illegality or unenforceability of any provision of this Compact or the occurrence of any event rendering any portion or provision of this Compact void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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 Compact.

Emergency Management Department Head Date

Mayor/Administrator/Board Chair or President Date

 Date

Severability: The invalidity, illegality or unenforceability of any provision of this Compact or the occurrence of any event rendering any portion or provision of this Compact void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

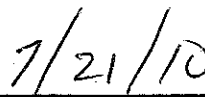
Statutory Protections: It is agreed by the parties that nothing in this compact, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the parties of any immunity, liability limitation or other protection available to them under any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

Emergency Management Department Head

Date



Mayor/Administrator/Board Chair or President

Date

Severability: The invalidity, illegality or unenforceability of any provision of this Compact or the occurrence of any event rendering any portion or provision of this Compact void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.



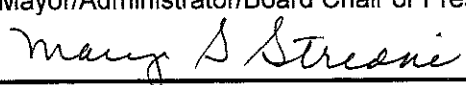
Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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 Compact.

	<u>6-23-09</u>
Emergency Management Department Head	Date
	<u>6-23-09</u>
Mayor/Administrator/Board Chair or President	Date
	<u>6-23-09</u>
Municipal Clerk	Date

Severability: The invalidity, illegality or unenforceability of any provision of this Compact or the occurrence of any event rendering any portion or provision of this Compact void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

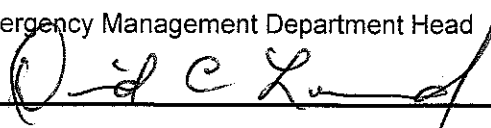
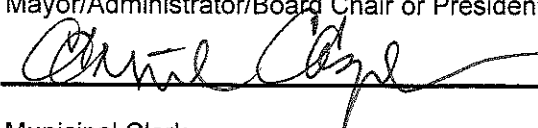

Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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 Compact.

Emergency Management Department Head		Date
		5/11/2009
Mayor/Administrator/Board Chair or President		Date
		5/11/2009
Municipal Clerk		Date

Severability: The invalidity, illegality or unenforceability of any provision of this Compact or the occurrence of any event rendering any portion or provision of this Compact void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.


Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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 Compact.



Emergency Management Department Head (FIRE CHIEF)

5-12-09

Date



Mayor/Administrator/Board Chair or President

5/12/09

Date



Municipal Clerk

5/12/09

Date

Severability: The invalidity, illegality or unenforceability of any provision of this Compact or the occurrence of any event rendering any portion or provision of this Compact void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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.

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

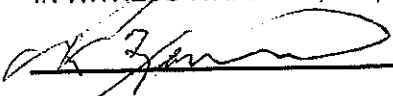
Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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 Compact.


Emergency Management Department Head

8/13/09
Date


Mayor/Administrator/Board Chair or President

7/27/09
Date


Municipal Clerk

7/28/09
Date

Severability: The invalidity, illegality or unenforceability of any provision of this Compact or the occurrence of any event rendering any portion or provision of this Compact void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

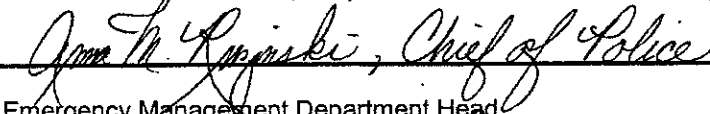
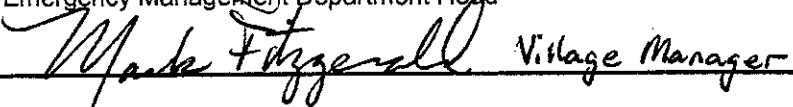
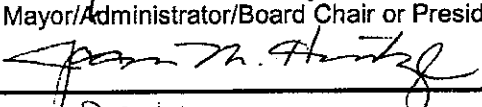

Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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 Compact.

 Emergency Management Department Head	7-20-09 Date
 Village Manager	7/20/09 Date
 Mayor/Administrator/Board Chair or President	3/29/10 Date
 Deputy Municipal Clerk	

Severability: The invalidity, illegality or unenforceability of any provision of this Compact or the occurrence of any event rendering any portion or provision of this Compact void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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 Compact.


Emergency Management Director

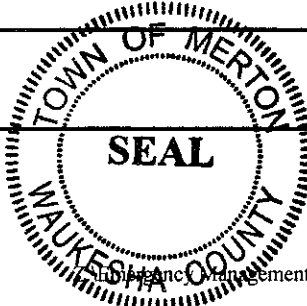
5/12/09
Date


Town Chairman

5/14/2009
Date


Municipal Clerk

5/12/09
Date



RECEIVED MAY 18 2009

✓
validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

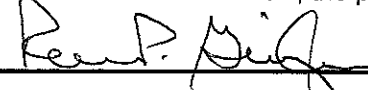
Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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 Compact.



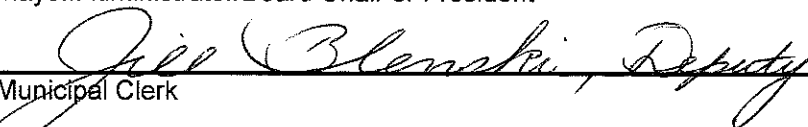
Date 7-26-10

Emergency Management Department Head



Date 7/17/10

Mayor/Administrator/Board Chair or President



Date 7-16-10

Municipal Clerk

severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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.

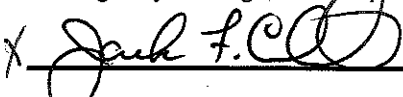
IN WITNESS WHEREOF, the parties have executed this Compact.



Emergency Management Department Head

4/29/09

Date

X 

Mayor/Administrator/Board Chair or President

4/29/09

Date



Municipal Clerk

4/29/09

Date

Severability: The invalidity, illegality or unenforceability of any provision of this Compact or the occurrence of any event rendering any portion or provision of this Compact void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

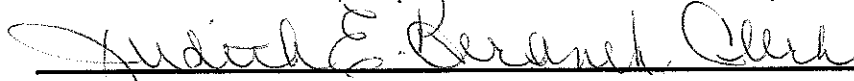
Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 party shall apply unless the party elects otherwise.

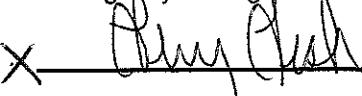
Compliance with Laws: The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

IN WITNESS WHEREOF, the parties have executed this Compact.

 7-9-09

Date

Emergency Management Department Head

X  7-24-09

Date

Mayor/Administrator/Board Chair or President

 July 6, 2009

Date

Severability: The invalidity, illegality or unenforceability of any provision of this Compact or the occurrence of any event rendering any portion or provision of this Compact void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

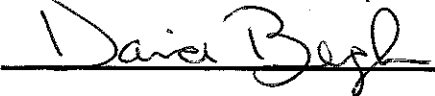
Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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.

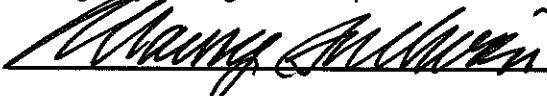
IN WITNESS WHEREOF, the parties have executed this Compact.



Emergency Management Department Head

8-6-09


Date



Mayor/Administrator/Board Chair or President

8-6-09

Date



Diane Coenen, Municipal Clerk

8-6-09

Date

validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

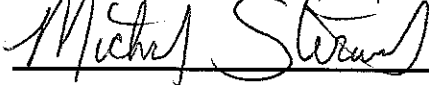
Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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 Compact.



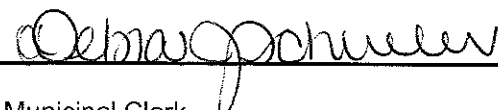
Emergency Management Department Head

06-19-09
Date



Town Chairperson

6/25/09
Date



Municipal Clerk

06-19-2009
Date

RECEIVED JUN 30 2009

June 16, 2009

Severability: The invalidity, illegality or unenforceability of any provision of this Compact or the occurrence of any event rendering any portion or provision of this Compact void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

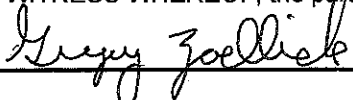
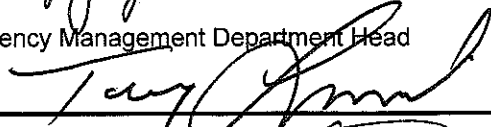
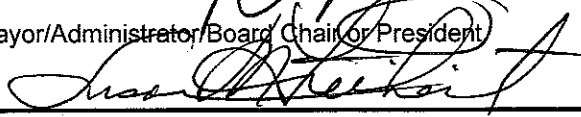
Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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 Compact.

	06/15/09
Emergency Management Department Head	Date
 VILLAGE OF JUSSEX	6-9-09
Mayor/Administrator/Board Chair/President	Date
	6-9-09
Municipal Clerk	Date

intent of the stricken provision. The provisions of this Article shall not prevent this entire Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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 Compact.



Emergency Management Department Head

5-18-09

Date



Mayor/Administrator/Board Chair or President

4.20.09

Date



Municipal Clerk

4.20.09

Date

Severability: The invalidity, illegality or unenforceability of any provision of this Compact or the occurrence of any event rendering any portion or provision of this Compact void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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 Compact.



Emergency Management Department Head

8/10/10

Date



Mayor/Administrator/Board Chair or President

8-10-10

Date



Municipal Clerk

8/10/10

Date

Severability: The invalidity, illegality or unenforceability of any provision of this Compact or the occurrence of any event rendering any portion or provision of this Compact void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Compact and the balance of this Compact 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 Compact 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 Compact from being void should a provision which is of the essence of this Compact be determined void.

Integration: This Compact represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Compact.

Assignment: No party shall assign any rights or duties under the Compact 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 Compact.

No Construction Against Any Party: This Compact 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,

Multiple Originals: This compact may be executed in multiple originals, each of which together shall constitute a single compact. Each participating municipality shall provide 2 signature pages with original signatures. The originating municipality retains one copy and the second copy shall be filed with the County Office of Emergency Management. The County Office of Emergency Management shall provide each participating municipality's Clerk with electronic copies of the signature pages for each of the other participating municipalities in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this compact.

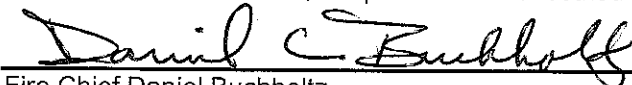
Captions: The parties agree that in this compact captions are used for convenience only and shall not be used in interpreting or construing this compact.

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

Statutory Protections: It is agreed by the parties 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 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 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 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 Compact.



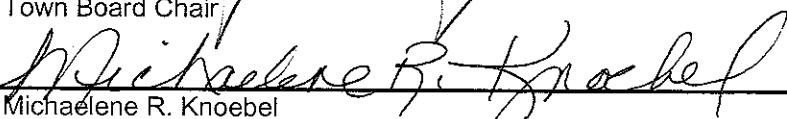
Fire Chief Daniel Buchholtz
Emergency Management Department Head

4-27-09
Date



Robert J. Tallinger, Sr.
Town Board Chair

4-27-09
Date



Michaelene R. Knoebel
Municipal Clerk

4-27-2009
Date

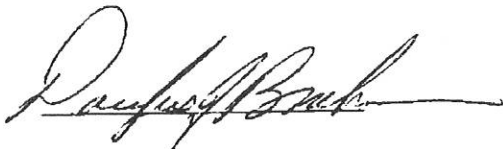
Lisbon Fire Department and Hartland Fire Department

Automatic Response and Mutual Aid Agreement

The Lisbon and Hartland Fire Departments have a desire to provide quality and timely fire and emergency medical service to their communities. In order to provide this service, the departments enter upon this agreement in accordance with Wisconsin State Statute 66.03125. The first condition is an automatic response from Hartland to Lisbon for an EMT-Intermediate or Paramedic responder to any high priority emergency medical incident as deemed by dispatch, scheduled and regulated by the departments. The second condition is an automatic response from Lisbon to Hartland for an EMT-Intermediate or Paramedic responder to any high priority emergency medical incident as deemed by dispatch, scheduled and regulated by the departments to Hartland zone 1. The third condition is mutual aid for fires, emergency medical services; (advanced life support or basic life support), or any other emergency situation requiring engines, tankers, equipment vehicles, and ambulances. These responses are on a called basis provided to either community at the time of the incident.

Further, the Lisbon and Hartland Fire Departments will continue to work together on joint trainings and maintain knowledge of each others operating procedures.

Signed on this 23 day of November, 2005



Chief Douglas J. Brahm
Lisbon Fire department



Chief Allen Wilde
Hartland Fire Department

RESOLUTION NO. 12/12/2005-01

A RESOLUTION APPROVING AN AUTOMATIC RESPONSE AND MUTUAL AID AGREEMENTS
BETWEEN THE VILLAGE OF HARTLAND

AND

TOWN OF LISBON FIRE DEPARTMENTS
PURSUANT TO WIS. STAT. § 66.03125,
AND AUTOMATIC RESPONSE AGREEMENTS BETWEEN
THE VILLAGE OF HARTLAND FIRE DEPARTMENT

AND

THE TOWN OF DELAFIELD, LAKE COUNTRY, AND MERTON FIRE DEPARTMENTS

WHEREAS, on November 19, 2005, Village of Hartland Fire Department Chief Allen Wilde entered into an "Automatic Response Agreement" with the Merton Fire Department as provided for in Wis. Stat. § 66.0301 and in furtherance of the Mutual Aid Agreement dated February 14, 1991 between Lake Country Area Fire Departments; and

WHEREAS, on November 26, 2005; Village of Hartland Fire Department Chief Allen Wilde entered into an "Automatic Response Agreement" with the Town of Delafield Fire Department as provided for in Wis. Stat. § 66.0301 and in furtherance of the Mutual Aid Agreement dated February 14, 1991 between Lake Country Area Fire Departments; and

WHEREAS, on November 28, 2005, Village of Hartland Fire Department Chief Allen Wilde entered into an "Automatic Response and Mutual Aid Agreement" with the Lisbon Fire Department as provided for in Wis. Stat. § 66.03125; and

WHEREAS, on November 28, 2005, Village of Hartland Fire Department Chief Allen Wilde entered into an "Automatic Response Agreement" with the Lake Country Fire Department (Stations 1 & 2) as provided for in Wis. Stat. § 66.0301 and in furtherance of the Mutual Aid Agreement dated February 14, 1991 between Lake Country Area Fire Departments; and

WHEREAS, the Village of Hartland previously reaffirmed its Mutual Aid agreements with the Town of Delafield, Lake Country, and Merton Fire departments; and

WHEREAS, the Village Board desires to ratify Chief Wilde's entry into each of the aforementioned agreements;

NOW, THEREFORE IT IS HEREBY RESOLVED that the Village Board of Trustees for the Village of Hartland hereby ratifies Chief Wilde's entry into each of the aforementioned Mutual Aid and Automatic Response Agreements.

IT IS FURTHER HEREBY RESOLVED, that the Village Board of Trustees for the Village of Hartland hereby expresses its desire to continue cooperation between the Village of

Hartland Fire Department and other neighboring fire departments to provide qualified, timely fire and emergency medical services to residents.

Adopted this 12th day of December 2005.

Village of Hartland


David C. Lamerand, Village President

Attest:


Connie Casper, CMC, Village Clerk

N:\Word-Central\Village of Hartland\Ordinances\Resolution Approving Fire Department Agreement 120805.doc



Merton Fire Department

Mutual Aid Agreement

August 28, 2006

The purpose of this document is to verify the mutual aid agreement between Hartland, Lisbon, Sussex, and Stone Bank Fire Departments. All parties (Hartland, Lisbon, Stone Bank, Sussex) agree to respond for both Fire and Ambulance service when Merton Fire Department requests mutual aid.

Merton Fire Department agrees to allow any of the parties to bill our patient for their services when they perform the transportation to the hospital. The billing is limited to only medical expenses associated with the transportation of the patient to the hospital.

John C. Leidel Date: 09-13-06
Merton Fire Department

Allen Wilde Date: 09/13/06
Hartland Fire Department

Robert J. Bank Date: 9/13/06
Lisbon Fire Department

Mike Smith Date: 09/13/06
Stone Bank Fire Department

Calvin P. Cinto Date: 9-13-06
Sussex Fire Department

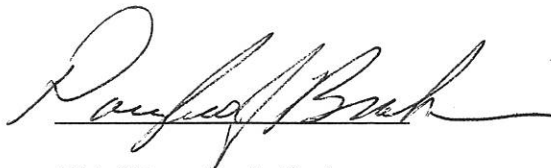
Lisbon Fire Department and Richfield Fire Department

Automatic Response and Mutual Aid Agreement

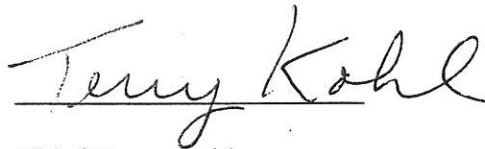
The Lisbon and Richfield Fire Departments have a desire to provide quality and timely fire service to their communities. In order to provide this service, the departments enter upon this agreement in accordance with Wisconsin State Statue 66.03125. The first condition is an automatic response from Richfield to Lisbon for a rapid intervention team to any structure fire in Lisbon. The second condition is mutual aid for fires, emergency medical services; (advanced life support or basic life support), or any other emergency situation requiring engines, tankers, equipment vehicles, and ambulances. These responses are on a called basis provided to either community at the time of the incident.

Further, the Lisbon and Richfield Fire departments will continue to work together on joint trainings and maintain knowledge of each others operating procedures.

Signed on this 22 day of Sept, 2005



Chief Douglas J. Brahm
Lisbon Fire department



Chief Terry Kohl
Richfield Fire Department

Advanced Life Support Agreement

Lisbon Fire Department and Merton Fire Department desire to demonstrate their commitment to providing the best possible care to their patients by entering into this Advanced Life Support Intercept Agreement.

Lisbon Fire Department agrees to provide Merton Fire Department with Advanced Life Support (ALS) intercept service when Merton Fire Department requests such service. When such response is requested and provided the billing procedures outlined within this Agreement will be followed.

1. When Lisbon Fire Department provides ALS care and Merton Fire Department transports the patient in their vehicle:

- a). Merton Fire Department will be responsible for the billing and collection associated with the ALS service provided by Lisbon Fire Department as required by CMS regulations.
- b). Merton Fire Department will pay Lisbon Fire Department 50% of the funds received from all payor sources, and any secondary billings with regard to ALS transports.
- c). It is understood that Lisbon Fire Department Medicare provider number 000080028 shall only be used when Lisbon Fire Department is involved in a Merton Fire Department transport.
- d). Merton Fire Department accepts responsibility to accurately track reimbursements for ALS intercepts in which they provide transport so as to adhere to the guidelines set forth in this billing agreement.

2. When Lisbon Fire Department provides ALS care and transports the patient in Lisbon Fire Department vehicle:

- a). Lisbon Fire Department will be responsible for the billing and collection associated with its service.
- b). Lisbon Fire Department will pay Merton Fire Department 50% of the funds received from all payor sources, and any secondary billings with regard to ALS transports.
- c). Lisbon Fire Department accepts responsibility to accurately track reimbursements for ALS intercepts in which they provide transport so as to adhere to the guidelines set forth in this billing agreement.

3. Responses that involve on-scene care only and ALS care was rendered on scene or the patient was DOA:

- a) Lisbon Fire Department will be responsible for the billing and collection associated with its service.
- b) Lisbon Fire Department will pay Merton Fire Department 50% of the funds received from all payor sources, and any secondary billings.
- c) Lisbon Fire Department accepts responsibility to accurately track reimbursements for ALS intercepts in which they provide transport so as to adhere to the guidelines set forth in this billing agreement.

4. Responses that do not involve ALS level on-scene care or where the patient is not DOA:

a). Merton Fire Department will be responsible for the billing and collection associated with its service in accordance with their On Scene Care Billing Policy with no revenue sharing.

This agreement will become effective when signatures from both parties have been placed on this Agreement and will remain in effect until either party provides the other party with a thirty (30) day written notice of cancellation or modification.

Dated this 10 day of June, 2014 Dated this 10 day of June, 2014

Town of Lisbon

Signature



Matthew J. Gehlke

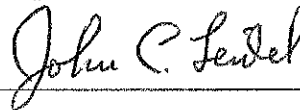
Print Name

Town Chairman

Title

Merton Fire Department

Signature



John C. Leidel

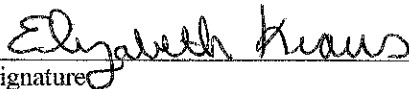
Print Name

Chief of Fire & EMS

Title

Town of Lisbon

Signature



Elizabeth Kraus

Print Name

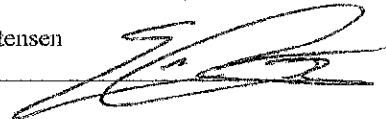
Town Administrator

Title

Merton Fire Department

Eric Christensen

Signature



President

Print Name

Lisbon Fire Department

Signature



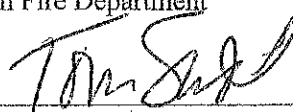
Douglas J. Brahm

Lisbon Fire Chief

Title

Merton Fire Department

Signature



Tom Seidl

Print Name

Secretary-Treasurer

Title

ADVANCED LIFE SUPPORT AGREEMENT

THIS ADVANCED LIFE SUPPORT AGREEMENT ("Agreement") is made this 3 day of DECEMBER, 2018, by and between the Town of Lisbon Fire Department ("Lisbon Fire Department") and Richfield Volunteer Fire Company, Inc. ("Richfield Fire Company").

WHEREAS, the Lisbon Fire Department and Richfield Fire Company desire to demonstrate their commitment to providing the best possible care to their patients by entering into this Agreement;

WHEREAS, the Lisbon Fire Department has granted a license to certain Richfield Fire Company members to operate under Lisbon Fire Department's paramedics license from time to time;

WHEREAS, Lisbon Fire Department agrees to provide Richfield Fire Company with advanced life support intercept service when the Richfield Fire Department requests such service. When such response is requested and provided the billing procedures outlined within this Agreement will be followed.

NOW, THEREFORE, in consideration of the mutual covenants and agreements that follow, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. When Lisbon Fire Department provides advanced life support services ("ALS") while Richfield Fire Company transports the patient in a Richfield Fire Company ambulance and a Lisbon Fire Department member rides along with the transport:

(a) Richfield Fire Company shall be responsible for the billing and collection associated with the ALS services provided by Lisbon Fire Department as required by the Centers for Medicare & Medicaid Services ("CMS") regulations.

(b) Richfield Fire Company shall pay Lisbon Fire Department fifty percent (50%) of the funds received from all payer sources, and any secondary billings with regard to ALS transports.

(c) It is understood that Lisbon Fire Department Medicare Provider No. 0080028 shall only be used when Lisbon Fire Department is involved in a Richfield Fire Company transport.

(d) Richfield Fire Company accepts responsibility to accurately track reimbursements for ALS intercepts, in which they provide transport so as to adhere to the guidelines set forth in this billing agreement.

2. Responses that involve Lisbon Fire Department being called to scene, but no ALS skills are rendered, or a Lisbon ALS member does not ride along for the transport, or ALS skills are performed by a Richfield Fire Company member on the scene without notifying Lisbon Fire Department:

(a) Richfield Fire Company shall be responsible for the billing and collection associated with the ALS service provided by Lisbon Fire Department as required by CMS regulations.

(b) Richfield Fire Company shall pay Lisbon Fire Department fifteen percent (15%) of the funds received from all payer sources, and any secondary billings with regard to advanced life support transports.

(c) It is understood that Lisbon Fire Department Medicare Provider No. 0080028 shall only be used when Lisbon Fire Department is involved in a Richfield Fire Company transport.

3. Responses that do not involve ALS level care:

(a) Richfield Fire Company shall be responsible for the billing and collection associated with its service in accordance with their on-scene care billing policy with no revenue sharing.

4. Responses that involve Lisbon Fire Department being requested as a mutual aid ambulance and Lisbon Fire Department provides the primary care and transports the patient:

(a) Lisbon Fire Department shall be responsible for the billing and collection associated with its service in accordance with their on-scene care billing policy with no revenue sharing.

5. The Recitals above shall be incorporated into this Agreement as if fully set forth herein.

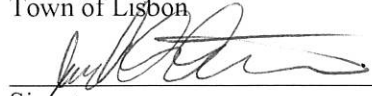
6. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

[This section intentionally left blank]

(Signatures on next page)

Dated this 29 day of November, 2018.

Town of Lisbon



Signature

Joseph Osterman
Print Name

Town Chairman
Title

Dated this 3 day of December, 2018.

Richfield Volunteer Fire Company, Inc.


Signature

JOHN R. SCHMITT
Print Name

FIRE CHIEF
Title

Dated this 29 day of November, 2018.

Lisbon Fire Department


Signature

Douglas J Brahm
Print Name

Lisbon Fire Chief
Title