FOX VALLEY MUTUAL AID AGREEMENT

CITIES OF APPLETON, KAUKAUNA, MENASHA AND NEENAH
TOWN OF GRAND CHUTE
VILLAGES OF COMBINED LOCKS, FOX CROSSING, KIMBERLY AND LITTLE CHUTE

The purpose of this agreement is to provide for law enforcement assistance in the participating municipalities when deemed necessary under the circumstances described herein. It is understood that departments have entered into this agreement in order to secure for themselves and the citizens of their respective jurisdictions the advantages of mutual aid under the terms of this agreement. Reliance on mutual aid under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

The agreement is entered into by and between the Cities of Appleton, Menasha, Neenah and Kaukauna, the Town of Grand Chute and the Villages of Kimberly, Fox Crossing, Combined Locks and Little Chute, Wisconsin, and shall be mutually binding upon all of the parties. Said agreement is entered into pursuant to the authority granted under Wisconsin State Statutes § 66.0301, providing for intergovernmental cooperation. This agreement becomes effective on the date that an executed copy is filed in the Clerk's office of each respective party.

Operation: Each municipality hereby authorizes its Chief of Police, or designee, to request and afford mutual aid when deemed necessary and in conformance with the terms and conditions contained in this agreement. The designee(s) of the Chiefs of Police shall include any supervisory police officer on duty at the time of the request.

The justification for mutual aid assistance may include, but is not limited to, major crimes or incidents where normally assigned resources are inadequate or during periods when unforeseen demands for service cannot be met by the requesting agency.

In addition, each municipality hereby authorizes any law enforcement officers on duty to provide mutual aid without the approval of the Chief of Police or designee under the following circumstances:

- An emergency call in which an officer is down or in danger.
- A serious crime which is in progress, a medical emergency or a situation representing a serious threat to life or property.
- A situation in which an officer requires a backup officer and the assisting officer is closer than an officer of the originating jurisdiction.

Officers who respond under the three aforementioned circumstances shall confer with the primary agency's officer(s), either en route or on arrival, to determine if the primary agency needs the assistance of the responding agency. The responding agency's officer(s) shall assist as necessary until the primary agency determines their assistance is no longer required or they are directed to return to their jurisdiction by a supervisory member of their department.

The responding officer shall inform his or her Chief of Police or designee that he/she is responding outside the agency's jurisdiction. Each Chief of Police or a designee shall have the authority to override any request or response for mutual aid.

Requests for assistance shall be afforded a high priority, but nothing in this agreement shall be construed to require participating agencies to provide aid in a manner which will materially impair the delivery of law enforcement services in their respective municipalities.

For purposes of this agreement, the responding police officers are assumed to have all the authority of the police officers of the requesting agency.

The Chief of Police, designee or any law enforcement officer, who is receiving assistance shall assume command of all operations within his/her jurisdiction. The responding agency, however, shall maintain immediate supervision over and responsibility for all responding agency personnel, equipment and supplies used in rendering assistance.

Liability: In accordance with Wisconsin State Statutes § 66.0313, for purposes of Wisconsin State Statutes §§ 895.35 and 895.46, law enforcement personnel, while acting in response to a request for assistance, shall be deemed employees of the requesting agency.

In accordance with Wisconsin State Statutes § 66.0513, if a member of a responding police department is injured or killed while responding to, acting at, or returning from an incident covered under this agreement, the department of which they are a member, or the municipality by which they are employed shall grant them the same compensation and insurance benefits that it would provide if the incident occurred in the department's jurisdiction. All wage and disability payments, pension and worker's compensation claims, damage to equipment and clothing, and medical expense shall be paid by the municipality regularly employing the employee. Upon making such payment, the municipality shall be reimbursed by the municipality whose officer or agent commanded the services out of which the claims resulting in payments arose except to the extent any such payments were made by an insurance company and this exception is not prohibited by law.

For all other purposes, each municipality shall be legally responsible for their own law enforcement personnel.

All parties shall procure their own respective commercial insurance policies satisfactory to insure for liability of the actions of their own employees that may arise as a result of a mutual aid response.

Severability: In the event that any part, term or provision of this agreement is found to be illegal or invalid in whole or in part, it shall be stricken from the agreement and the agreement interpreted as if that clause did not exist.

Terms of Agreement: This agreement shall supercede any previous mutual aid agreements entered into by the parties. This agreement shall remain in full force and effect for (30) days after the filing of a cancellation notice approved by the governing body of the withdrawing municipality. The cancellation notice shall be filed with the Clerks of each municipality.

BE IT RESOLVED:

1. That this mutual agreement is hereby approved subject to the terms, conditions and limitations set forth in said agreement.

2. The Chiefs of Police of each municipality are hereby authorized to abide to the terms, conditions and limitations set forth in this agreement.

Dated this 29th day of September, 2016.

Mayor of Appleton	Police Chief of Appleton
Mayor of Kaukauna	Police Chief of Kaukauna
Mayor of Menasha	Police Chief of Menasha
Mayor of Neenah	Police Chief of Neenah
Chairman of the Town of Grand Chute	Police Chief of the Town of Grand Chute
Chairman of the Village of Fox Crossing	Police Chief of the Village of Fox Crossing
Village President of Combined Locks	Police Chief of Fox Valley Metro
Village President of Kimberly	
Village President of Little Chute	