

**FOX VALLEY PUBLIC INFORMATION OFFICERS  
INFORMATION ASSISTANCE AGREEMENT**

**Purpose:** The purpose of this Information Assistance Agreement (“Agreement”) is to provide for public information assistance (“Assistance”) by trained Public Information Officers (“PIOs”) in the participating municipalities and counties when deemed necessary under the circumstances described herein.

It is understood that the participating municipalities/counties have entered into this Agreement in order to secure for themselves and the citizens of their respective jurisdictions the advantages of reliable and factual public information under the terms of this Agreement. Reliance on PIOs 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 City of Appleton, \_\_\_\_\_ [municipality], \_\_\_\_\_ [municipality], \_\_\_\_\_ [municipality], \_\_\_\_\_ [county], etc., Wisconsin, jointly referred to herein as “the Parties,” and shall be mutually binding upon all of the Parties. This Agreement is entered into pursuant to the authority granted under Wisconsin State Statutes §66.0301, providing for intergovernmental cooperation.

**Terms of Agreement**

1. This Agreement shall supersede any and all previous assistance agreements entered into by or between any of the Parties.
2. This Agreement becomes effective on the date that an executed copy is filed in the Clerk’s Office of each respective Party.
3. Each Party hereby authorizes its respective Mayor/Chairman/Village President/County Executive (“Administrator”), or designee to request and afford Assistance when deemed necessary and in conformance with the terms and conditions contained in this Agreement.
4. The justification for Assistance may include, but is not limited to, major incidents which may result in a risk to life, property or public safety.
5. Requests for Assistance shall be afforded a high priority, but nothing in this Agreement shall be construed to require Parties provide Assistance in a manner which may materially impair the delivery of public information services in their respective jurisdiction.
6. Responding PIOs shall inform his or her Administrator or designee that he or she is responding outside their jurisdiction.
7. Responding PIOs shall provide Assistance as necessary until the primary PIO determines their Assistance is no longer required or if/when he or she is directed to return to their own jurisdiction by his or her Administrator or designee.
8. PIOs receiving Assistance shall assume the lead within his or her jurisdiction and responding PIOs will render Assistance according to the needs of the receiving PIO to the best of the responding PIO’s ability.
9. Responding PIOs shall maintain supervision over and responsibility for all of his or her equipment and supplies used when rendering Assistance.

10. Each Party must maintain and provide to all other Parties up-to-date contact information for their PIO, including phone number and email address.

11. Each Party's Administrator or designee shall have the authority to override any request for Assistance.

12. Any Party may withdraw from this Agreement at any time by providing written notice to the Parties by way of a regular and certified letter sent to all participating municipalities' or county's clerk, PIO and attorney/legal representative.

13. **INDEMNIFICATION**: Each Party agrees to indemnify, defend and hold harmless all other Parties and their officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses, costs, including attorney's fees, arising out of the assistance provided by a PIO pursuant to the terms of this Agreement, caused in whole or in part by any negligent act or omission of a PIO or municipality, anyone directly or indirectly assisting them, or anyone whose acts to whom they may be liable, except where caused by the sole negligence or willful misconduct of the assisting municipality or PIO.

14. **LIABILITY**: Each Party 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 providing Assistance or for any damage or destruction to any equipment or supplies. Should assisting PIOs be injured when responding to, acting at, or returning from an incident covered under this Agreement, or should any equipment or supplies be damaged or destroyed, the municipality or county providing Assistance shall grant the same compensation and insurance benefits that it would normally provide if the incident occurred in the PIOs own 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 PIO. Upon making such payment, the municipality or county providing Assistance shall be reimbursed by the municipality or county requesting Assistance out of which the claims resulting in payments arose except to the extent any such payments were made by an insurance company or if an exception is prohibited by law.

15. 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.

BE IT RESOLVED:

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

2. The Administrator or designee of each municipality and county is hereby authorized to abide to the terms, conditions and limitations set forth in this Agreement.

**[Signature page to follow]**

\_\_\_\_\_ (Municipality)/(County)

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Appleton**

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Timothy M. Hanna, Mayor

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Dawn A. Collins, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

\_\_\_\_\_  
Anthony D. Saucerman, Finance Director  
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\_\_\_\_\_  
James P. Walsh, City Attorney