

**Contract between  
State of Wisconsin, Department of Military Affairs,  
Division of Emergency Management,  
State of Wisconsin, Department of Health Services,  
and the City of La Crosse, Wisconsin  
for Radiological Field Team Services**

**THIS CONTRACT** ("Contract") is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management ("Division"), the State of Wisconsin, Department of Health Services (hereinafter "DHS"), and the City of La Crosse, Wisconsin ("Contractor") for the provision by Contractor of Radiological Field Team Services.

**WHEREAS**, the State of Wisconsin, Department of Military Affairs, through its Division of Emergency Management, has statutory authority under Chapter 323 of the Wisconsin Statutes to provide emergency response planning.

**WHEREAS**, the Wisconsin Department of Health Services has statutory authority under Section 254.34 of the Wisconsin Statutes to develop comprehensive policies and programs for the evaluation and determination of hazards associated with the use of radiation, and for their amelioration, as well as to conduct studies, investigations, training, research, and demonstrations relating to the control of radiation hazards.

**WHEREAS**, the City of La Crosse Fire Department is currently under contract with the Division as part of a regional emergency response team authorized under Wis. Stat. § 323.70.

**WHEREAS**, to protect life and property against the dangers of emergencies involving the release of radiation, the Division may assign and make available a regional emergency response team under contract as a designated radiological field team to the State Radiological Coordinator to survey and monitor the amount of radiation deposited following a release of radiation in a nuclear incident.

**WHEREAS**, the Division and DHS desire to enter into this Contract to establish the Contractor as a regional Radiological Field Team and Contractor desires to be so designated and to enter into this Contract.

**HOWEVER**, the parties expressly recognize and attest by this Contract that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a radiological or nuclear incident.

**NOW THEREFORE**, in consideration of the premises above, their mutual and dependent agreement, and the consideration provided below the parties agree as follows:

### **ARTICLE 3. STATEMENT OF WORK**

**Services to be provided by Contractor:** During the term of this Contract, Contractor agrees to provide Radiological Field Team Services within the boundaries of Contractor's assigned Primary Response Area and as requested by the Division and/or DHS. It is understood and agreed that the DHS is responsible to provide direction to and control of the radiological field team during radiological emergency preparedness drills and exercises, as well as real events.

Contractor shall not provide under this Contract any services with respect to the treatment, removal, remediation, recovery, packaging, transportation, movement; cleanup, storage and disposal of radioactive material except as these services may be reasonably necessary and incidental to preventing a release or threat of release of radioactive material or in stabilizing a nuclear incident, as determined by the DHS.

The Division, DHS, and Contractor make no representations to third parties with regard to the ultimate outcome of the provision of Radiological Field Team Services, but Contractor shall perform to the best of its abilities, subject to the terms of this Contract.

**Personnel:** Contractor shall provide an adequate number of trained, competent, and supervised personnel as established by DHS and as is reasonably necessary to operate within the safety levels of a radiological field team.

It is understood and agreed that response to a nuclear incident or training exercise will require 24-hour coverage for the length of the incident or training and will require four two-person teams per every 24-hour period. Each 12-hour period will be staffed by two two-person teams for a Contractor agrees to have a sufficient number of radiological field team personnel trained to ensure 24/7 availability for a radiological response.

**Equipment:** All necessary radiological equipment needed for Radiological Field Team Services will be provided by the DHS Radiation Protection Section. The Radiation Protection Section shall be responsible for the maintenance and calibration of the equipment. The equipment will be located with the Radiological Field Team. Contractor may use the radiological equipment under local authority or mutual aid agreements; however, Contractor agrees that in the event of nuclear incident response or training exercise, use of the equipment to respond to a nuclear incident shall have priority.

**Use of State Vehicles:** Only those Radiological Field Team members who (1) meet the eligibility criteria for driving a State of Wisconsin vehicle and (2) have an approved vehicle use agreement in place prior to operating a State vehicle may operate State vehicles during training, drills, exercises or real events or to perform any other service authorized under this Contract. Contractor should contact the DHS State Radiological Coordinator to obtain the eligibility criteria and start the vehicle operation approval process.

Under no circumstances may any Radiological Field Team member operate a State vehicle for any reason other than to perform services pursuant to this Contract or permit an individual who has not been approved to operate a State vehicle to do so.

## **ARTICLE 6. LIABILITY AND INDEMNITY**

**Scope:** During radiological field team operations and associated training authorized by this Contract, Contractor and Radiological Field Team members are agents of the DHS for purposes of Wis. Stat. § 895.46(1). For purposes of this Article, operations means activities, including travel, that are directly related to performing Radiological Field Team Services under the direction of the State Radiological Coordinator and participation in annual federally-evaluated, nuclear power plant emergency preparedness exercises. Operations also include advanced training activities provided under this contract to the members of the radiological field team, but it does not include travel to and from the training.

**Contractor Indemnification of State:** When acting as other than an agent of DHS under this Contract and using the State's, Division's or DHS' equipment or vehicles, the Contractor shall indemnify, defend and hold harmless the State, Division, DHS, its officers, agents, employees, and members from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees.

### **Accrued Obligations and Liabilities:**

Any termination of the Contract shall be without prejudice to any obligations or liabilities of any party already accrued prior to termination, subject to the provisions of Article 7.

## **ARTICLE 7. RECORDKEEPING AND RECORD RETENTION**

The Contractor shall establish and maintain adequate records of all expenditures incurred under the Contract. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, DHS, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Contract held by Contractor. The Contractor shall retain all documents applicable to the Contract for a period of not less than six (6) years after the final payment is made or longer where required by law.

## **ARTICLE 8. TERMINATION OF CONTRACT**

The Division, DHS, and/or Contractor may terminate this Contract at any time **for cause** by delivering thirty (30) days written notice to the other parties

Contractor may terminate this Contract **at will** by delivering ninety (90) days written notice to the Division and DHS.

The Division or DHS may terminate this Contract **at will** effective upon delivery of written notice to the Contractor, under any of the following conditions:

- (1) If Division funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for payments required under the terms of this Contract; provided,

and members. All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid or hand delivered to the addresses of the parties. Such notices or reports shall be directed to:

**ARTICLE 14. AMENDMENTS**

The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division, DHS, and Contractor.

**ARTICLE 15. APPROVAL AUTHORITY**

Contractor's representative(s) certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.

**ARTICLE 16. NO WAIVER**

No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, DHS, State, or Contractor shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, DHS, State or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

**ARTICLE 17. CONSTRUCTION OF CONTRACT**

This Contract is intended to be solely between the parties hereto. No part of the Contract shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

**ARTICLE 18. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed the original, and all of which together shall constitute one and the same instrument.

**ARTICLE 19.**

This Contract constitutes the entire agreement between the Division, DHS and Contractor with respect to the subject matter of this Contract and supersedes all prior discussions, negotiations, and agreements, written or oral, with respect to such subject matter.

On Behalf of the City of La Crosse  
A Municipal Corporation

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Signature: 

Printed Name: Mitch Reynolds

Title: Mayor

Address: City Hall, 400 La Crosse Street

City/State: La Crosse, WI Zip: 54601-3374

On Behalf of the City of La Crosse

Dated this 1<sup>st</sup> day of November, 2023

Signature: 

Printed Name: Nikki Elsen

Title: City Clerk

Address: City Hall, 400 La Crosse Street

City/State: La Crosse, WI Zip: 54601-3374

Approved as to form:

Dated this 27 day of NOV, 2023

Signature: 

Printed Name: Stephen F. Matty

Title: City Attorney

Address: City Hall, 400 La Crosse Street

City/State: La Crosse, WI Zip: 54601-3374