

WHEREAS, the State of Wisconsin is vulnerable to a wide range of disasters that are capable of causing severe disruption of essential human services and the destruction of public roads, utilities, buildings, parks and other government-owned facilities; and

WHEREAS, the Parties to the agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, Chapter 66.0301(2) of the Wisconsin Statutes allows any municipality to contract with other municipalities and federally recognized Indian tribes in the state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Chapter 166.03 (5a) states that, unless otherwise specified by law, the role of any state agency, including the Department of Health and Family Services and its Division of Public Health, in an emergency under Chapter 166, is to assist local units of government in responding to the emergency; and

WHEREAS, the Parties to this Agreement have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel, and equipment in the event of such disasters;

NOW, THEREFORE, the Parties hereto agree as follows:

**THE WISCONSIN PUBLIC HEALTH PREPAREDNESS CONSORTIUM
MUTUAL AID AGREEMENT FOR EMERGENCY RESPONSE/RECOVERY**

(1) ARTICLE I – PURPOSE. (a) The purpose of this Agreement is to provide for mutual assistance between the Participating Agencies entering into this Agreement in managing any emergency or disaster that is duly declared locally or by the governor, whether arising from natural disaster, technological hazard, man-made disaster, community disorder, insurgency, terrorism, or enemy attack.

(b) This Agreement shall also provide for mutual cooperation in emergency-related exercises, testing, or other training activities using equipment and/or personnel simulating performance of any aspect of the giving and receiving of aid by participating governments during emergencies, such actions occurring outside actual declared emergency periods.

(2) ARTICLE II – DEFINITIONS. (a) “Agreement” means the Wisconsin Public Health Preparedness Consortium Mutual Aid Agreement for Emergency Response/Recovery.

(b) “Aid and Assistance” includes personnel, equipment, facilities, services, supplies and other resources.

(c) “Authorized Representative” means the chief elected official, or his or her designee, of a participating government to this Agreement who is authorized in writing to request, offer, or provide assistance under the terms of this Agreement.

(d) “Chief Elected Official” means the mayor, village president, city council president, town board of supervisors chair, county board of supervisors chair, or tribal chair.

(e) “Disaster” means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude as to result in a declaration of a state of emergency by a participating government, Governor, or the President of the United States.

(f) “Division” means the Wisconsin Department of Health and Family Services’ Division of Public Health.

(g) “Emergency” means any occurrence or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population, substantial damage to or loss of property, or substantial harm to the environment.

(h) “Municipality” means city, village, or township in the state of Wisconsin.

(i) “Participating Government” means any county, municipality, tribe, or public agency of the State of Wisconsin, which executes this Agreement, and supplies a complete executed copy, as stated herein, to their Consortium.

(j) “Party” means a governmental entity or tribe that has adopted and executed this Agreement.

(k) “Period of Assistance” means the time during which any Provider renders assistance to any Recipient in an emergency or disaster, and shall include both the time necessary for the resources and

personnel of the Provider to travel to the place specified by the Recipient and the time necessary to return them to their place of origin or to the headquarters of the Provider.

(l) "Political Subdivision" means a county, municipality, school district, tribe, or other governmental unit, agency, body, board or commission which is not a state department, board, commission or agency of state government.

(m) "Provider" means the participating government or tribe furnishing equipment, services and/or personnel to the Recipient under this Agreement.

(n) "Public Agency" means a state or local office, tribe, agency, board, commission, committee, council, department, research facility, educational institution or public body corporate or politic created by constitution, law, ordinance, rule or order, or a governmental or quasi-governmental corporation.

(o) "Recipient" means the participating government or tribe requesting aid and assistance in the event of an emergency or disaster.

(3) ARTICLE III –PROVISION OF MUTUAL AID. (a) In the event of a disaster, a Participating Government may invoke aid and assistance under this Agreement by requesting it from any other Participating Government or from the Division if, in the judgment of the Recipient, its own resources are inadequate to meet the disaster and it has officially declared a local state of emergency.

(b) The chief elected official of each Participating Government shall designate an Authorized Representative. The Authorized Representative of the Participating Government must transmit all requests for mutual aid. Requests for assistance may be communicated either to the Administrator of the Division or directly to a Provider's Authorized Representative and may be verbal or in writing. If verbal, the request shall be confirmed in writing at the earliest possible date, but no later than ten (10) calendar days following the verbal request

(c) Municipalities shall coordinate requests for State or Federal assistance with their County Emergency Management Office.

(d) The Recipient may directly contact the Authorized Representative of the Provider and shall provide the information in paragraph (f) below, in which case all communications shall be conducted directly between the Recipient and Provider. The Recipient shall be responsible for keeping the Division advised of the status of mutual aid activities.

(e) The Recipient may directly contact the Division, in which case it shall provide the Division with the information in paragraph (f) below. The Division may then contact other Participating Governments on behalf of the Recipient and coordinate the provision of mutual aid. Once identified, each Provider must communicate directly with the Recipient. The Division shall not be responsible for costs associated with such indirect requests for assistance. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Provider providing assistance pursuant to the provisions of this Agreement.

(f) Each request for assistance shall be accompanied by the following information, to the extent known:

1. A general description summarizing the condition of the community (i.e., whether the disaster is imminent, in progress, or has already occurred) and of the damage sustained to date;
2. Identification of the emergency service function or functions for which assistance is needed, and the particular type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed and the type of assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures, or buildings outside Recipient's political subdivision to serve as relief centers or staging areas for incoming emergency goods, equipment, and services; and
6. An estimated time and a specific place for a representative of the Recipient to meet the personnel and equipment of any Provider.

(g) This information may be recorded and transmitted on the template provided by the Division or by any other available means.

(h) The Provider shall respond to the request for assistance by providing a written acknowledgment regarding the assistance to be rendered, and shall transmit it by the quickest practical means to the Recipient or the Division, as applicable based on the origin of the communication. The Recipient or Division shall respond to the acknowledgment by communicating to the Provider by the quickest practical means.

(i) Within ten (10) days of the return of all personnel deployed under this Agreement, the Recipient will prepare a summary report of the event, and provide copies to each Provider and to the Division. The report shall include a chronology of events and description of personnel, equipment and materials provided by one party to the other.

(4) ARTICLE IV – PARTICIPATING GOVERNMENT’S DUTY TO ASSESS AVAILABILITY OF RESOURCES AND RENDER ASSISTANCE. (a) When contacted by a Recipient or the Division, the Authorized Representative of any Participating Government agrees to assess their government’s situation to determine availability of personnel, equipment, and other resources. All Participating Governments shall render assistance to the extent that personnel, equipment, and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his or her Participating Government has available personnel, equipment, or other resources, the Authorized Representative shall so notify the Recipient or the Division, whichever communicated the request, and provide the information below. The Division shall, in those instances in which it communicated the request and upon response from sufficient Participating Governments, provide the Authorized Representative of the Recipient with the following information, to the extent known:

1. A complete description of the personnel, equipment, and other resources to be furnished to the Recipient;
2. The estimated length of time that such personnel, equipment, and other resources will be available to assist the Recipient;
3. The areas of experience, training, and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as the Provider’s supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Recipient.

(5) ARTICLE V – SUPERVISION AND CONTROL. (a) The personnel, equipment, and resources of any Provider shall fall under operational control of the Recipient. Direct supervision and control of said personnel, equipment, and resources shall remain with the designated supervisory personnel of the Provider. Representatives of the Recipient shall assign work tasks to the supervisory personnel of the Provider for performance by the Provider’s personnel, equipment, and resources.

(b) Based upon such assignments set forth by the Recipient, the Provider's supervisory personnel shall have the authority to assign work and establish work schedules for the Provider's personnel. The Provider’s supervisory personnel shall also maintain daily personnel time records, material records, and a log of equipment hours and report work progress to the Recipient at mutually agreed upon intervals.

(6) ARTICLE VI – COMMUNICATIONS. (a) Unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisory personnel and the Recipient. The Provider should be prepared to furnish communications equipment sufficient to maintain communications among the Provider’s respective operating units, and if this is not possible, the Provider shall notify the Recipient accordingly.

(7) ARTICLE VII – FOOD, HOUSING AND SELF-SUFFICIENCY. (a) Unless specifically instructed otherwise, the Recipient shall have the responsibility of providing food and housing for the personnel of the Provider from the time of their arrival at the designated location to the time of their departure. However, Provider personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. The Recipient may specify only self-sufficient personnel and resources in its request for assistance.

(8) ARTICLE VIII – RIGHTS AND PRIVILEGES. (a) Whenever the Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of the Provider.

(9) ARTICLE IX – LICENSES AND PERMITS. (a) Whenever any person holds a license, certificate, or other permit issued by any participating government to the Agreement evidencing the meeting of qualifications for professional, mechanical, or other skills, and when such assistance is requested by another participating government, such person shall be deemed licensed, certified, or permitted by the party requesting assistance to render aid involving such skill to meet a declared emergency or disaster, subject to such limitations and conditions as the Governor may prescribe by executive order or otherwise.

(10) ARTICLE X – LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY AND RECALL. (a) Unless otherwise provided, the duration of Provider's assistance shall be for a maximum initial period of seven (7) days, starting from the date and time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

(b) Provider's personnel, equipment, and other resources shall remain subject to recall by the Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to the Recipient of the intent to terminate the

mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

(11) ARTICLE XI – REIMBURSEMENT. (a) Any Participating Government rendering aid in another jurisdiction pursuant to this Agreement shall be reimbursed by the Participating Government receiving such aid for any loss or damage to or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and for the costs incurred in connection with such requests, provided that any jurisdiction may:

1. assume in whole or in part such loss, damage, expense, or other cost,
2. loan equipment or donate services to the Recipient without charge or cost, and
3. agree to any allocation of expenses between the Provider and Recipient.

(b) Any two or more Participating Governments may enter into supplemental agreements establishing a different allocation of costs among the Participating Governments.

(12) ARTICLE XII – REIMBURSABLE EXPENSES. (a) The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Recipient and Provider, and specified in the written acknowledgment executed in accordance with paragraph (h), Article III, of this Agreement. The Recipient shall be ultimately responsible for reimbursement of all reimbursable expenses.

(b) During the period of assistance, the Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Recipient shall reimburse the Provider for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including, but not limited to, employee retirement benefits. However, the Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to the Provider's personnel under the terms of the Wisconsin Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Recipient and the Provider shall be responsible for payment of such benefits only to their respective employees.

(c) Provider shall be reimbursed by the Recipient for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 Code of Federal Regulations (CFR) 206.228, or other regulations in effect at the time of the disaster. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Provider, the Recipient may provide fuels, miscellaneous supplies, and minor repairs, if practical. The total equipment charges to the Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Recipient. If the equipment is damaged while in use under this Agreement and the Provider receives payment for such damage under any contract of insurance, the Recipient may deduct such payment from any item or items billed by the Provider for any of the costs for such damage that may otherwise be payable.

(d) The Provider shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in paragraph (c) of this Article, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Provider's personnel. The Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the disaster. In the alternative, the parties may agree that the Recipient will replace, with like kind and quality as determined by the Provider, the materials and supplies used or damaged. If such an agreement is made, it shall be done so in writing and transmitted to the Division.

(e) The Provider shall maintain records and submit invoices for reimbursement by the Recipient in accordance with existing policies and practices. Recipient and Division finance personnel shall provide information, directions, and assistance for record keeping to Provider personnel.

(f) Unless otherwise mutually agreed, the Provider shall bill the Recipient for all reimbursable expenses with an itemized invoice as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with applicable federal or state regulations.

(g) The Recipient shall pay the invoice or advise of any disputed items, not later than sixty (60) days following receipt of the invoice, these time limits are modified by mutual written agreement.

(h) If the Recipient protests any bill or item on a bill from the Provider, it shall do so in writing as soon as practicable, but in no event later than thirty (30) days after the bill is received. Failure to protest any

invoice or billed item in writing within thirty (30) days of receipt shall constitute agreement to the invoice and the items on it.

(i) If the Provider cannot agree with the Recipient as to the settlement of any protested bill or billed item, the Provider or the Recipient may elect binding arbitration to determine its liability for the protested bill or billed item.

(j) If a Participating Government elects binding arbitration, it may select as an arbitrator any elected official of another Participating Government or any other official of another Participating Government whose normal duties include emergency management, and the other Participating Government shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

(k) The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) days to consider any documents and any statements or arguments by the Recipient or the Provider concerning the protest, and shall render a decision in writing not later than ten (10) days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

(13) ARTICLE XIII – INSURANCE; WORKERS’ COMPENSATION. (a) Each Participating Government shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Government to procure insurance.

(b) Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the Wisconsin Workers' Compensation Act, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees.

(14) ARTICLE XIV – LIABILITY. (a) Officers or emergency responders of a Participating Government rendering aid in another jurisdiction pursuant to this Agreement shall be considered agents of the Recipient for tort liability and immunity purposes. No Participating Government or its officers or emergency responders rendering aid in another jurisdiction pursuant to this Agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article shall not include willful misconduct, gross negligence, or recklessness.

(15) ARTICLE XV – RESPONSIBILITIES OF THE DIVISION OF PUBLIC HEALTH. (a) Under this Agreement, the responsibilities of the Division of Public Health are:

1. to serve as the central depository for executed agreements,
2. to maintain a current listing of Participating Governments with their authorized representatives and contact information, and to provide this listing to each of the Participating Governments on an annual basis;
3. to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement;
4. to keep a record of all requests for assistance and acknowledgments;
5. to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate;
6. keep county emergency management directors informed of any requests for mutual aid and corresponding provisions of mutual aid and assistance by Participating Governments in their respective counties; and
7. assist Participating Governments in meeting all procedural and other requirements, including those pertaining to federal and state cost reimbursement.

(16) ARTICLE XVI – RESPONSIBILITIES OF RECIPIENT. (a) To the extent practicable, all Recipients seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Governments. In providing such information, the Recipient may use the template provided by the Division or any other means:

1. A description of the damage sustained or threatened;
2. An identification of the specific emergency service function or functions for which such assistance is needed;
3. A description of any public infrastructure for which assistance will be needed;
4. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;
5. A description of any sites or structures outside the territorial jurisdiction of the Recipient needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;
6. The place, date and time for personnel of the Requesting party to meet and receive the personnel and equipment of the Provider; and

7. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Recipient and any Providers.

(17) ARTICLE XVII – RESPONSIBILITIES OF PROVIDER. (a) Each Participating Government shall render assistance under this Agreement to any Recipient to the extent practicable given its personnel, equipment, resources and capabilities. If a Participating Government which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Recipient and shall transmit it without delay to the Recipient and the Division. In providing such information, the Provider may use the template provided by the Division or any other means:

1. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;
2. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
3. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting party;
4. The names of all personnel whom the Provider designates as Supervisors; and
5. A technical description of any communications and telecommunications equipment available for timely communications with the Recipient and other Providers.

(18) ARTICLE XVIII – MODIFICATIONS. (a) Except where and as otherwise specified within this Agreement, modifications to this Agreement must be made in writing and executed by each of the parties hereto before such modifications shall become effective to those parties. Nothing in this section shall be construed to limit the parties from making agreements among themselves as to matters covered within this Agreement where such agreements are specifically authorized or contemplated by other sections of this Agreement.

(19) ARTICLE XIX – LIMITATIONS. (a) Any participating government requested to render mutual aid or conduct exercises and training for mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof. It is understood however, that the participating government rendering aid may withhold resources to the extent necessary to provide reasonable protection to its own jurisdiction.

(b) This Agreement may be activated, as needed, subsequent only to a declaration of a state of emergency or disaster by the Governor or by competent authority of the Participating Government that is to receive assistance, or commencement of exercises or training for mutual aid.

(c) The provisions of this article shall continue as long as the exercises or training for mutual aid are in progress, the state of emergency or disaster remains in effect, or loaned resources remain in the receiving jurisdiction, whichever is longer.

(20) ARTICLE XX – SEVERABILITY AND EFFECT ON OTHER AGREEMENTS. (a) Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

(b) In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters, pursuant to this Agreement. In the event that two or more parties to this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

(21) ARTICLE XXI – SUPPLEMENTARY AGREEMENTS. (a) Nothing herein contained shall preclude any political subdivision from entering into supplementary agreements with another political subdivision or affect any other agreements already in force between political subdivisions. Supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, and equipment and supplies.

(22) ARTICLE XXII – TERM OF AGREEMENT. (a) This Agreement shall be binding for one (1) year from its effective date, and is renewed automatically in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by the Participating Government to the Administrator, Division of Public Health, 1 West Wilson Street, Madison, WI 53701. Notice of termination shall not relieve the withdrawing Participating Government from obligations incurred hereunder prior to the effective date of the withdrawal. The withdrawal shall not be effective until sixty

(60) days after notice thereof has been sent by the Administrator, Division of Public Health, to all other Participating Governments. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

(23) ARTICLE XXIII – EFFECTIVE DATE OF THIS AGREEMENT. (a) This Agreement shall be in full force and effect upon the date of adoption by ordinance or resolution by the governing body of a Participating Government and upon deposit of a duly authenticated copy of the Agreement with the Administrator of the Division of Public Health. No action is required of the existing signatories when new Participating Governments are added to the Agreement.

ADOPTED BY AGENCY/TRIBE: _____
(Name of jurisdiction)

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution/Ordinance adopted by the above named agency/tribe as a member of the

(Name of Public Health Preparedness Consortium)

BY: _____
(Signature)

(Print Name)

TITLE: _____

DATE: _____



**STATE OF WISCONSIN
DEPARTMENT OF HEALTH AND FAMILY SERVICES
DIVISION OF PUBLIC HEALTH**

ACKNOWLEDGED BY: _____
Thomas E. Alt, Acting Administrator

DATE: _____