

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: *April 4, 2022*

TO: *Emergency Management Committee*

FROM: *Eric Rasmussen, Director of Emergency Management*

RE: *Wisconsin Statewide Mutual Aid Compact for Local Emergency Management Assistance*

## **Background:**

*Mutual Aid has been a long-standing practice in the field of Emergency Management. When disaster strikes, Emergency Management Offices are tasked with an immense number of tasks that quickly overwhelm our small staffs. In these times, we rely on our counterparts from other Counties for support.*

*For example, in 2018 floods impacted 272 homes in Sauk County. Through mutual aid office spent time in Sauk County conducting damage assessments and running a donation center. With our assistance, Sauk County was able to document the damages and receive more than \$2.9 million in FEMA Public Assistance.*

*Wisconsin Emergency Management in conjunction with the Wisconsin Emergency Management Association have developed this agreement, procedure, and request form to formalize this process. We entered into a similar mutual aid agreement within our Region in 2009. However, as disasters continue to grow in size and complexity additional EMs from outside our region may be necessary and this agreement will standardize a process to facilitate this support.*

## **Policy Discussion:**

*This is a new agreement/compact for Winnebago County. Being so, the item requires County Board approval before entering into the agreement.*

## **Requested Action:**

*The requested action is for a motion and vote to approve entering into the Wisconsin Statewide Mutual Aid Compact for Local Emergency Management Assistance.*

## **Committee Action:**

*(Added before full county board) Information on discussion at committee including who made the motion, the verbiage of the motion and any pertinent discussion items*

## **Attachments:**

- *Wisconsin Statewide Mutual Aid Compact for Local Emergency Management Assistance*
- *Wisconsin Statewide Mutual Aid Compact Procedure*
- *Wisconsin Statewide Mutual Aid Compact Request Form*

# **WiSMAC**

## **Wisconsin Statewide Mutual Aid Compact**

### **For**

## **Local Emergency Management Assistance**

This Wisconsin Statewide Mutual Aid Compact is made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_ by and between participating Counties, Cities, Villages, and Towns as well as federally-recognized Indian tribes and bands (Member), within the State of Wisconsin as authorized by their respective governing bodies.

WHEREAS, emergencies involving natural disasters and/or technological incidents will arise throughout the State of Wisconsin, which may require additional assistance beyond each Member's own resources; and

WHEREAS, the training and/or expertise of local emergency management personnel throughout the State of Wisconsin could be requested to assist in dealing with natural disasters and/or technological incidents within the state; and

WHEREAS, the Members recognize that natural disasters and/or technological incidents can more effectively be handled by pooling of human resources; and

WHEREAS, the Members have authority to enter into this Wisconsin Statewide Mutual Aid Compact pursuant to Sections 59.03, 59.04, 66.0301, 66.0313, 66.0314, and 323.14 of the Wisconsin Statutes.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Members agree as follows:

1. Purpose: The Members agree to use their best efforts to ensure the public safety and protect the citizens within the confines of the geographical jurisdictions of the respective Members.
2. Term: 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 Members 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 Members to the Compact.
3. No Joint Venture: No separate legal entity will be created by this Compact.
4. Approval Authority: The power to make a request for assistance or to provide assistance under this Compact shall reside in the Emergency Management Department of each respective Member County, City, Village, Town, Tribe or Band. Requests for assistance will be made by following the WiSMAC Procedure.
5. Right of Refusal: It is expressly understood and agreed by the Members 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 Member 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 Member receiving the request. In situations where the Member's emergency management personnel are unable to furnish the requested assistance, they will notify the requesting Member as soon as practicable that assistance will not be rendered. No Member may make any claim whatsoever against the requested Member for refusal of assistance.
6. Employment Status: All emergency management personnel acting on behalf of a Member under this Compact shall, at all times, remain the employee of that Member.

7. Compensation: A responding Member may invoice an impacted Member for miles, meals, and lodging expenses for emergency management personnel provided. Actual personnel time shall not be reimbursed but will be documented as volunteer hours, as specified in the WiSMAC Procedure.
8. Duration: A responding Member's deployment is limited to 72 hours with the option to extend if mutually agreeable to the responding the requesting Member.
9. Statutory Protections: It is agreed by the Members 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 Members 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 Member shall apply unless the Member elects otherwise
10. Incident Command Structure: In the event of an incident, emergency management personnel will operate under the established incident command structure of the requesting Member.
11. Public Liability and Property Damage Insurance: A Member shall maintain, at its own expense, and keep in effect during the term of this Compact, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Compact. Minimum coverage is one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. If a Member is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall, if requested, be submitted to the responding Member certifying that the requesting Member is protected by a Self-Funded Liability and Property Program or alternative funding source(s). The Certificate is required to be presented to the responding Member, when requested, prior to receipt of emergency management personnel services under this Compact.
12. Automobile Liability: A Member shall obtain and keep in effect automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Compact. This coverage may be written in combination with the commercial liability and property damage insurance mentioned in Section 8. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage. If a Member is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall, if requested, be submitted to the responding Member certifying that the requesting Member is protected by a Self-Funded Liability and Property Program or alternative funding source(s). The Certificate is required to be presented to the responding Member, when requested, prior to receipt of emergency management personnel services under this Compact
13. Severability: If any provision of this Compact is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the Members shall be construed and enforced as if the Compact did not contain the particular provision held to be invalid.
14. Construction of Compact: This Compact is intended to be solely between the Members hereto. No part of the Compact 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 the Members.
15. Assignment: No right or duty, in whole or in part, of the Member under this Compact may be assigned or delegated without the prior written consent of the other Members.

16. Waiver: A waiver by any Member of any breach of this Compact shall be in writing. Such a waiver shall not affect the waiving Member's rights with respect to any other or further breach.
17. Applicable Law: This Compact shall be governed under the laws of the State of Wisconsin. The Members shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Compact and which may in any manner affect the work or its conduct.
18. Multiple Originals: This contract may be executed in multiple originals, each of which together shall constitute a single Compact.

IN WITNESS WHEREOF, the Member has executed this Compact.

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Member Emergency Management Director Date

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Member Chief Elected Official Date

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Member Clerk Date

# WiSMAC PROCEDURE

January 2022

**SUMMARY:** The following outlines the procedure for activating the Wisconsin Mutual Aid Compact (WiSMAC). All participating Members are encouraged to incorporate procedures into their emergency operations/response plans to allow for the effective mobilization as well as acceptance of professional emergency management staff into local operations.

**INTRA-COUNTY COORDINATED:** Initiated by local unit of government Members within a single County, request(s) for mutual aid assistance under WiSMAC shall be facilitated by the Member County Emergency Management Director, their designee, or established county procedures.

**COUNTY-TO-COUNTY COORDINATED:** Initiated and fully coordinated by the impacted Member County Emergency Management Director or their designee. Requests for assistance are initiated by the impacted Member to specific individual(s). Notification of the county-to-county WiSMAC activation should be made to the Region Director or WEM Duty Officer.

**WEM COORDINATED:** Requested by the impacted Member and coordinated by WEM Staff, listed below in order of process.

1. Region Director
  2. Duty Officer
  3. Response Section Supervisor or SEOC Ops Section
- Impacted Member communicates the request for assistance by providing the following information to WEM Staff.
    - Description of the work to be completed (i.e. damage assessment, public information, EOC support) as well as systems to be utilized (i.e. WebEOC, Survey123, portable radio).
    - List of minimum qualifications (i.e. years of experience, training completed), if any.
    - Location, including address, of where to report upon arrival as well as assigned work location if different.
    - Requested arrival date(s) and time(s):
      - Current operational periods
      - Available shift assignment(s), if any
    - Expected duration or minimum requested.
    - Required equipment, PPE, or related needs.
    - Summary of expenses covered (e.g. lodging, meals, miles), if any.
  - WEM Staff distributes the resource request to WiSMAC Members and credentialed WEM staff with an emphasis on proximity to the impacted Member. Direct requests for specific individuals from the impacted Member will also be distributed.
    - Method and speed of distribution will depend on the severity of the situation.
    - WEM staff compiles the list of individual(s) available to accept the assignment and provides the information to the impacted Member.
    - Impacted Member reviews the list of individuals and either accepts or declines the available pool. Decision is relayed to WEM Staff.

# WiSMAC PROCEDURE

January 2022

- WEM staff notifies the selected and declined individual(s). Selected individuals receive the following in a confirmation email:
  - Date, time, and location for check-in.
  - Briefing times and locations, if different than check-in.
  - Communication plan or the following:
    - Contact information for the Impacted County Emergency Management Director or their designee.
    - Radio frequency, if any.
  - Required equipment, PPE, or critical information.
  - Lodging, if provided.
  - Meal sites, if any.
  
- Upon arrival deployed individual(s) will incorporate into the established local command structure.
  
- Demobilization will be coordinated by the impacted Member.
  
- Requests for additional assistance will follow the same procedure.

**REIMBURSEMENT:** Responding Member may invoice the impacted Member for miles, meals, and lodging expenses at established and reasonable rates. *Personnel time will be documented for volunteer hours by the impacted Member and not eligible for reimbursement to the responding Member. The hourly rate calculation will be determined annually between September and December by averaging the hourly rate of all EMPG-funded emergency management positions in WiSMAC participating Members. The revised rate will become effective January 1.*

**PROCEDURE MAINTENANCE:** The WiSMAC procedure will be reviewed on an annual basis by the WEM Response Section and the WEMA Board. During the interim period between annual review, recommendations for revision should be forwarded to the WEM Response Section Supervisor for collection and distribution at time of annual review. All changes to the agreement will be documented and included in the revision log by WEM. WEM will maintain an updated version of the procedure, including all revisions, on WebEOC in addition to signed copies of the WiSMAC.

## REVISION LOG:

Date	Record of Change

## Wisconsin Mutual Aid Compact (WiSMAC) Request Form

This form is intended for agencies who have signed WiSMAC agreements in place and should be submitted at the time of request. All requested information from the WiSMAC procedure is captured within this request form.

County/Tribe:

Name and phone number of individual requesting:

Please provide a detailed description of work to be completed such as damage assessment, public information, EOC support, etc.

To complete the work above, what systems or equipment will be utilized? Examples include, but are not limited to WebEOC, Survey123, or portable radios.

List of minimum qualifications, if any, your requesting from responding emergency managers.

Years of experience

Training completed

Building name and address people should report to upon arrival.

What is the work assignment location, if different from the reporting location.

Requested arrival dates(s) and time(s)

Current operational periods

Available shift assignment(s), if any

What is the expected duration of deployment?

How many total people are being requested?

Is there any required equipment, PPE, or related items responding emergency managers need to bring with? If yes, be specific.

What expenses, if any, are being provided by the requesting agency.

Lodging

Meals

Miles