

Intergovernmental Agreement
Non-Governmental Organization Agreement



Wisconsin Department of Military Affairs
Division of Emergency Management

**Request for EMAC Resources from
Local, Municipal, County, State
and other Non-State Entities**



**Wisconsin Department of Military Affairs
Division of Emergency Management**

EXPLANATORY INFORMATION

Introduction: The Wisconsin Department of Military Affairs, Division of Emergency Management (WEM), through the Emergency Management Assistance Compact (EMAC), the State and Province Emergency Management Assistance Memorandum of Understanding, and Wisconsin Statutes 323.80 and 323.81 coordinates emergency management and interstate mutual aid for the State of Wisconsin. EMAC is the interstate and interprovincial mutual aid agreement to which most states and specific Canadian provinces belong that allows states/provinces to assist each other in times of disaster. When any member state's Governor or member province's legally designated official declares a disaster or when a disaster is imminent, member states/provinces may agree to provide assistance in response to requests from the impacted state(s) and province(s). The assistance from other member states/provinces may be in the form of personnel and/or other resources, including vehicles and equipment. In response to EMAC requests, local government and other non-state entity's employees may volunteer to respond. In cooperation with counties, cities, villages, towns, and other non-state entities, WEM will identify experienced and qualified non-state employees who are available to deploy as well as other resources needed to assist with response and recovery missions. These non-state employees will travel to the requesting state/province and work in support of that state's or province's emergency management agency.

Requirement: Before any non-state agency personnel or other resources can be dispatched through EMAC for any out-of-state assignments, there **MUST** be an "Intergovernmental Agreement/Non-Governmental Organization Agreement" completed by the non-state entity that is providing the personnel or resource.

Alterations and Amendments: This Agreement may only be amended by mutual agreement of the parties. Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Termination: Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Reimbursement: Upon receipt of reimbursement from the requesting state/province, WEM shall transmit that reimbursement to the providing non-state entity in a final amount for the authorized expenses claimed on the employee travel expense report (including salary and benefits), when reimbursement is received. Expense reports that detail costs associated with the use of vehicles and equipment may also be submitted. Reimbursement shall not exceed the final, total amount indicated on the top of the Intergovernmental Agreement/Non-Governmental Organization Agreement.

The providing non-state entity shall submit a final invoice and other appropriate travel expense reports with all appropriate documentation to WEM within 30 days of the return of the deployed personnel and other resources. WEM shall reimburse the providing non-state entity within 30 days of receipt of reimbursement from the requesting state/province.

**Intergovernmental Agreement
Non-Governmental Organization Agreement
Between**

WI Department of Military Affairs
Division of Emergency Management
2400 Wright St.
Madison, WI 53708

AND Marathon County Sheriff's Department _____
500 Forest Street _____

Wausau _____, WI

Contact: Brian M. Satula
Phone: (608) 242-3210
E-mail: Brian.Satula@wisconsin.gov

Contact: Sheriff Scott Parks _____
Phone _____ 715-261-1200 _____
E-mail: _scott.parks@co.marathon.wi.us

MAXIMUM AMOUNT: Not to Exceed: \$ 64,645.44

Deployment Start Date: October 9, 2016 _____

End Date: October 30, 2016

INTRODUCTION:

The Department of Military Affairs, Division of Emergency Management (WEM) through the Emergency Management Assistance Compact (EMAC), the State and Province Emergency Management Assistance Memorandum of Understanding, and pursuant to the Wisconsin Statutes Chapter 323, and all other applicable Wisconsin law, federal statutes, and related regulatory requirements, coordinates emergency management as well as interstate and interprovincial mutual aid for the State of Wisconsin.

EMAC is the interstate and interprovincial mutual aid agreement to which most states and specific provinces belong that allows states/provinces to assist each other in times of disaster. Under EMAC, when any member state's Governor or province's legally designated official declares a disaster or when a disaster is imminent, other member states or provinces may agree to provide assistance in response to requests from the impacted state(s) or province(s). The assistance from other member states or provinces may be in the form of personnel and/or other resources.

EMAC has been implemented to assist the State(s) or Province(s) of Morton County, North Dakota to respond to Pipeline Protests.

In responding to the EMAC requests from other member states/provinces, WEM will coordinate and provide qualified and experienced personnel and/or other resources from local, municipal, county, state, and/or other non-state entity's resources. The providing non-state entity's personnel and/or resources will travel to the requesting state or province's jurisdiction and work in support of the requesting state/province, performing the necessary missions and tasks agreed upon.

It is understood that work conditions may be sub-standard with extended hours during the week, weekends, and holidays. The customary work hours under this Agreement are for 12 hour shifts

or as approved by the Wisconsin Emergency Management Assistance Compact (EMAC) . In some instances, responders must be prepared to be self-sustained for several days. For each individual local, municipal, county, state, and/or other non-state entity participating in the EMAC response effort, this Intergovernmental Agreement/Non-Governmental Organization Agreement must be executed prior to deployment. Each experienced and qualified individual MUST complete a "WEM Personnel Information Form" before he/she can be eligible for deployment. This form will be retained by WEM and will be kept confidential.

TERMS AND CONDITIONS:

Authority: Pursuant to Wisconsin Statutes 323.80 and 323.81, WEM and the local, municipal, county, state, and/or other non-state entity establish this Intergovernmental Agreement/Non-Governmental Organization Agreement for utilization of personnel and/or resources for the loan of this non-state entity's resource(s) for the time period identified above. No extensions of time will be granted without prior written approval.

Employee status: During the period of deployment, non-state entity personnel shall remain an employee(s) of the local, municipal, county, state, and/or other non-state entity, on detail as an employee(s) of the providing local, municipal, county, state, and/or other non-state entity for purposes of the EMAC deployment as assigned by WEM under Wisconsin-EMAC. The local, municipal, county, state, and/or other non-state entity employee(s) will continue to be paid by his/her local, municipal, county, state, and/or other non-state entity employer, and will continue to receive the same benefits as if working at his/her home station, and will carry with him/her all workers' compensation and employee benefits as if working at his/her home station. WEM assumes no responsibility for this local, municipal, county, state, and/or other non-state entity employee(s) other than the obligation to coordinate activities through Wisconsin-EMAC and to process expense reports through the EMAC reimbursement process. The employer or employee(s), in consultation with WEM through Wisconsin-EMAC, shall make and incur costs for all necessary logistical arrangements, including airline, lodging, per diem expenses and other necessary miscellaneous expenses.

Compensation: The local, municipal, county, state, and/or other non-state entity shall provide for the payment of compensation and death benefits to their injured employee(s) deployed under this Agreement and to representatives of deceased employee(s) in case such employee(s) sustain injuries or are killed while rendering aid pursuant to this Agreement in the same manner and on the same terms as if the injury or death were sustained within their own state.

Workers' Compensation and other Insurance: The local, municipal, county, state, and/or other non-state entity certifies that it is in compliance with all insurance requirements. Further, the local, municipal, county, state, and/or other non-state entity certifies that it is in compliance with all laws pertaining to workers' compensation insurance coverage. It is understood that the local, municipal, county, state, and/or other non-state entity employees and agents **will not** be considered WEM employees. Any claims that may arise under workers' compensation insurance coverage on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission in the part of these employees or agents are in no way WEM's obligation or responsibility.

Release of information relating to EMAC operations: All information, directly or indirectly, associated with Wisconsin-EMAC deployments is the property of the State of Wisconsin and falls under the control of WEM. Any person(s), directly or indirectly, involved in any WEM-EMAC operation **shall not release** information, documents or direct statements to the public or news media unless authorized. All information **shall** be vetted and approved for release by a designated WEM authorized representative.

Recordkeeping and record retention: The local, municipal, county, state, and/or other non-state entity shall establish and maintain adequate records of all expenditures incurred under this Agreement. All records must be kept in accordance with generally accepted accounting principles, and be consistent with federal and state laws and local ordinances. WEM shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to this Agreement. The local, municipal, county, state, and/or other non-state entity shall retain all documents applicable to the Agreement for a period of not less than six (6) years after the final payment is made or longer when required by law.

Governing law: This Agreement is pursuant to relevant authority under Wis. Stat. 323. Any disputes arising from this Agreement are to be governed by Wisconsin Law.

Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without the prior written approval of WEM and the local, municipal, county, state, and/or other non-state entity.

Termination: Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year last specified below. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

BY: _____

Brian M. Satula, WEM Director

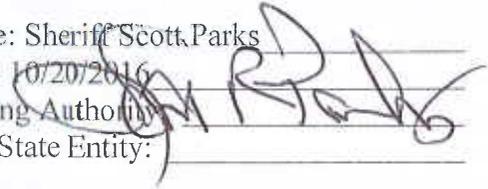
Date: _____

WI Department of Military Affairs
Division of Emergency Management

BY: _____

Name: Sheriff Scott Parks

Date: 10/20/2016

Signing Authority: 

Non-State Entity: _____

Liability: Officers or employees of a member state or province, as well as officers and employees of a local, municipal, county, state, and/or other non-state entity rendering aid in another state or province pursuant to this Agreement shall be considered agents of the requesting state/province for tort liability and immunity purposes. Officers or employees of a member state or province and officers and employees of a local, municipal, county, state, and/or other non-state entity rendering aid in another state pursuant to this Agreement **shall not** be liable on account of any act or omission in good faith while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. "Good faith" in this subdivision does not include willful misconduct, gross negligence, or recklessness.

Logistics: The non-state entity's employee(s) will report to the ___Morton County TOC at Mandan, ND Airport_____ upon arrival and perform duties as assigned. The deployed Task Force leader, Strike Team leader, or Team leader will provide emergency contact information and status reports for the deployed non-state entity employee(s) to Wisconsin-EMAC operations on a designated time schedule. Wisconsin EMAC will provide to the local, municipal, county, state, and/or other non-state entity contact information and accountability reports throughout the period of deployment.

Equipment: It is understood that limited resources are available in the affected area of the requesting state/province. EMAC assistance requests assume that personnel deployed under Wisconsin-EMAC will provide the necessary personal equipment needed to perform the assigned task(s). All Wisconsin EMAC A-Teams will be deployed with provided Go-Kits containing essential equipment to perform the set duties of an A-Team.

Reimbursement: The maximum estimated amount has been established at \$__64,645.44_____. This amount is to be used as an estimate only and the final amount will be based upon actual costs. All wages shall be calculated at a 12 hour work day consisting of 8 hours of regular pay and 4 hours of overtime pay. The pay calculations will start at zero hours at the beginning of the deployment.

Within 20 days of the termination of this deployment, the local, municipal, county, state, and/or other non-state entity shall complete and submit to WEM an EMAC Form R-2, a copy of which is attached to this Agreement. Reimbursement may be requested for actual costs incurred for this deployment, including compensation (including overtime pay), benefits, travel, lodging, and expenses (subject to any limitations applicable to the employee(s) under the local, municipal, county, state, and/or other non-state entity's existing policies), government vehicle cost(s), and equipment cost(s), (including any loss, damage to, or expense incurred in the operation of the equipment).

WEM through Wisconsin-EMAC shall be responsible for requesting reimbursement for eligible expenses from the requesting state/province. Upon receipt of reimbursement from the requesting state or province, WEM will provide reimbursement to the local, municipal, county, state, and/or other non-state entity in a final amount for the authorized expenses claimed on the Form R-2, within 30 days of receiving the reimbursement from the requesting state or province.