



Public Works and Engineering

ESF 3



Wisconsin Emergency Response Plan
Public Works & Engineering

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Table 1-1: Coordinating and Support Agencies

Lead Coordinating Agency	Department of Military Affairs/Wisconsin Emergency Management (DMA/WEM)
Wisconsin Governmental Support Agencies	Department of Administration (DOA) Department of Corrections (WI DOC) Department of Justice (WI DOJ) Department of Natural Resources (DNR) Department of Safety & Professional Services (DSPA) Department of Transportation (WisDOT) Public Service Commission (PSC) Department of Military Affairs/Wisconsin National Guard (DMA/WING)
Federal ESF Coordinating Agencies	U.S. Army Corps of Engineers (USACE) Federal Emergency Management Agency (FEMA)

1. Introduction

1.1. Purpose

To coordinate emergency public works and engineering support to local, county, and tribal governments by drawing from the public sector, private sector, and volunteers.

1.2. Scope

- 1.2.1. Support life-saving, life-sustaining, and reduction of property damage efforts.
- 1.2.2. Assess the damage to critical structures and infrastructure.
- 1.2.3. Restore and maintain essential services along with emergency repair of damaged public infrastructure and critical facilities.
- 1.2.4. Provide technical assistance to include engineering expertise, construction management, and contracting real estate services.
- 1.2.5. Provide for the necessary equipment, supplies, and procuring of private sector resources to support emergency response.

1.3. Policies

- 1.3.1. Tribal and local units of government are responsible for ensuring that infrastructure and buildings in their respective communities are safe for use after a disaster.
- 1.3.2. Tribal and local units of governments are responsible for mutual aid and assistance agreements to facilitate the sharing of resources to support emergency response. Copies of these agreements should be provided to WEM.
- 1.3.3. Tribal and local authorities are responsible for obtaining required permits, waivers, and clearances related to ESF 3 support.



- 1.3.4. State, tribal, and local authorities will encourage the participation of private sector infrastructure owners and operators in ESF 3 incident action planning and other planning activities.
- 1.3.5. The private sector is a partner or lead for the rapid restoration of infrastructure or related services.
- 1.3.6. The state is responsible for coordinating assistance from federal agencies when an incident or disaster requires such a response.

2. Concept of Operations

2.1. General

- 2.1.1. Activation of ESF 3 resources occurs through the Duty Officer (DO) system unless the State Emergency Operations Center (SEOC) is at Level 3 or above.
- 2.1.2. ESF 3 is managed through WEM and at the local level. State coordination activities are conducted by the WEM Region Director
- 2.1.3. There may be mutual aid agreements in place between public works agencies based upon the Public Works Mutual Assistance Agreement authorized under §323.13(1)(d), Wis. Stats.; the Wisconsin Public Works Assistance Agreement or other local agreements.

2.2. Response Capabilities

- 2.2.1. Technical advice and evaluations
- 2.2.2. Engineering services
- 2.2.3. Construction management and inspection
- 2.2.4. Emergency contracting
- 2.2.5. Provision of potable water
- 2.2.6. Provision of emergency power
- 2.2.7. Needs and damage assessment immediately following the incident
- 2.2.8. Debris clearance from public streets and roads and oversight of collection sites for the various items removed.
- 2.2.9. Temporary repair or replacement of emergency access routes.
- 2.2.10. Emergency demolition or stabilization of damaged structures and facilities (structures designated by state and local jurisdictions as immediate hazards to the public health and safety to facilitate the accomplishment of life saving operations).
- 2.2.11. Emergency contracting to support public health and safety.



- 2.2.12. Support and coordinate the assistance that may be provided by government-sponsored volunteer groups and resources in support of the functions of this ESF.
- 2.2.13. Technical assistance including structural inspection of private residences, commercial buildings, and structures.
- 2.2.14. Assist in the preparation of internal preliminary damage assessments (PDAs).

3. Agency Responsibilities

The WERP Basic Plan defines standardized tasks that constitute the response responsibilities of any agency that serves a role in emergency management. The following defines those responsibilities that are unique to ESF 3, and is intended to be used in conjunction with the common tasks outlined in the Basic Plan.

3.1. Common Responsibilities

During non-emergency operational periods, ESF 3 primary and support agency personnel maintain a notification system capable of assembling a state engineering team to be attached as needed to preliminary damage assessment team.

3.2. Lead Coordinating Agency – Department of Military Affairs

Table 3-1: Lead Coordinating Agency Functions

Agency	Functions
Department of Military Affairs: Wisconsin Emergency Management	<ul style="list-style-type: none">• Coordinate assistance from federal, state, and private organizations.• Coordinate assistance for local governments in assessing damage to infrastructure and buildings, and determine what resources are required to restore and maintain essential services.• Coordinate with state agencies responsible for public works and engineering to provide local governments the necessary resources to restore and maintain essential services.• Provide training, as requested, to local entities regarding conducting damage assessment and identification of appropriate mitigation measures.• Begin to collect and process damage assessment reports of the disaster or emergency as soon as practical with available resources. Process and distribute these reports to other pertinent county, state, and federal agencies.• Identify, prioritize, and coordinate energy and utility problems that result from the disaster (e.g. shut off gas and electricity to flooded areas, restore critical systems, control underground water, and gas main breaks).



3.3. Wisconsin Governmental Support Agencies

Table 3-2: State Government Support Agencies Functions

Agency	Functions
Department of Administration	<ul style="list-style-type: none"> • Provide state fleet vehicles or state aircraft for the transportation of people, the limited transportation of supplies, or for damage assessment. • Provide architects and engineers who can assist with damage assessment and make recommendations in the areas of structural and roof evaluation, design and construction supervision, evaluation of electrical and utility facilities, and power plant operation. • Assist with locating various energy suppliers in the case of a power shortage. • Provide energy (i.e. heating) assistance and emergency weatherization services for low income households during periods of cold weather. • Complete the damage assessment of state-owned facilities in the disaster area. • Access the state and federal surplus property contacts to determine the availability of assistance. • Coordinate with users to restore BadgerNet (i.e. voice, data, and video networks for public agencies around Wisconsin) in the event of an outage.
Department of Corrections	<ul style="list-style-type: none"> • Provide inmate labor forces to assist in a disaster based upon WI DOC policies or procedures.
Department of Justice	<ul style="list-style-type: none"> • Provide legal assistance in matters related to possible fraud and deceptive practices by companies or individuals against those affected by the incident. • Assist in the investigation and possible prosecution in reported incidents of fraud, deceptive practices, or other criminal activity related to the incident.
Department of Natural Resources	<ul style="list-style-type: none"> • Provide technical assistance in the areas of water and air quality, sewage treatment, dam safety, hazardous and solid waste, river flood control, shoreline protection, and environmental assessments. • Inspect dams, order draw-downs and repairs, and recommend operational changes. • Assist with providing the necessary environmental waivers and legal clearances to response efforts. • Support efforts for temporary construction of roads and bridges, when appropriate. • Support efforts to protect the water supply and sewage systems. • Support efforts with debris, trash, and waste removal, including assisting with temporary landfill issues. • Support efforts to designate and demolish structures that are determined to be hazardous. • Assist with determining the need for and construction of emergency structures (e.g. levees, sandbagging, bridges). • Support efforts to provide sanitation services during an emergency. • Coordinate with WEM and local governments to utilize private contractors in response, recovery, mitigation, and remediation efforts. • Identify critical locations (e.g. water and wastewater facilities) that need to be cleared of debris immediately to provide effective emergency services.



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Agency	Functions
Department of Safety & Professional Services	<ul style="list-style-type: none"> • Assist local officials with assessing damage to private onsite waste treatment systems (POWTS) and facilitate the restoration of those damaged systems. • Assist local officials with assessing damage to buildings and structures that constitute an imminent danger and warrant demolition. • As requested, provide local officials with: <ul style="list-style-type: none"> ○ Information on businesses credentialed and regulated by the state to perform building inspection and repair services. ○ Prioritize and expedite credentialing of out-of-state individuals performing work associated with the repair, construction, and inspection of damaged buildings and structures. • Provide consultation services: <ul style="list-style-type: none"> ○ To local officials who are required to determine if a state plan review must take place prior to working on damaged buildings and structures, and POWTS. ○ To design professionals involved in the repair or reconstruction of damaged buildings and structures. ○ On a prioritized plan, review service to those design professionals requiring a plan review and approval in order to proceed with the repair or replacement of damaged buildings and structures, and POWTS. • Assist local partners in assessing and resolving potential health issues related to the debris removal process.
Department of Transportation	<ul style="list-style-type: none"> • Provide technical expertise to county and local officials to prevent further damage or to assist with emergency repairs of state, county, and local highways and bridges, along with prioritizing the necessary repairs. • Coordinate road closures and establish alternate routes of access. • Provide staff to assess and compile damage assessments for highways, parks, and other public works facilities that will assist WEM and FEMA with the development of preliminary damage reports. • Provide staff or lists of private appraisers for the preliminary assessment of damages to railroads and other transportation routes. • Provide lists of private contractors and consultants who could assist local governments with the design, repair, and construction of transportation infrastructure.
Public Service Commission	<ul style="list-style-type: none"> • Provide assistance to coordinate and prioritize the repair or restoration of utilities, including overseeing that safety inspections are conducted before the general public is allowed to return to the impacted area. • Provide regulatory oversight and enforcement of public utility companies regarding their emergency preparedness and response. • Monitor emergency service activities of electric, telecommunication, water, and natural gas public utilities. • Act as liaison between public utilities and state and federal governmental agencies and officials. • Assist with damage assessment of public utility facilities and prioritize the need for disaster recovery funding.



Agency	Functions
Department of Military Affairs: Wisconsin National Guard	<ul style="list-style-type: none">• Provide requested resources to support state and local emergency response efforts for the protection of life and property.• Track usage of WING resources in accordance to WING Concept Plan (CONPLAN 11-01).• Coordinate with the SEOC and local incident commander(s) for withdrawal of WING resources.

4. Supporting Documents

4.1. Attachments

- 4.1.1. Public Works Mutual Assistance Agreement
- 4.1.2. Wisconsin Public Works Mutual Assistance Agreement Operations Plan

4.2. Agency-Specific Plans and Procedures

- 4.2.1. WING Concept Plan 11-01

4.3. Federal Support

- 4.3.1. National Response Framework, Third Edition, June 2016
- 4.3.2. Emergency Support Function #3 – Public Works and Engineering Annex, June 2016



Table 4-1: Record of Change

#	Date	Agency/Individual	Change
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Attachment 1

Public Works Mutual Assistance Agreement

Public Works Mutual Assistance Agreement



Wisconsin Emergency Response Plan
Public Works Mutual Assistance Agreement

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This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)" that have approved this Agreement as provided in Section 11 and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement or on file pursuant to Section 11.

WHEREAS, the parties hereto have determined because of geographical and regional considerations it is important for Wisconsin public works to coordinate mutual aid through the Public Works Mutual Assistance Agreement for the effective and efficient provision of Mutual aid between the Units; and

WHEREAS, it is recognized and acknowledged that emergencies, natural disasters, and man-made catastrophes do not conform to designated territorial limits and state boundaries; and

WHEREAS, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as public works services.

WHEREAS, section 323.13(1)(d) of the Wisconsin Statutes relates to standards for local emergency management programs, and

WHEREAS, pursuant thereto the Adjutant General of the Department of Military Affairs of the State of Wisconsin is authorized to furnish guidance, develop and promulgate standards for emergency management programs; and

WHEREAS, pursuant to section 323.13(1)(d) of the Wisconsin Statutes, the standard for agencies that manage public works programs "shall include the suggestion that the local unit of government, or a federally recognized American Indian tribe or band in this state, adopt the mutual assistance agreement created by the division for the intergovernmental collaboration of public works personnel, equipment, and resources in a multi-jurisdictional or multi-agency response"; and



WHEREAS, Public Works is recognized as a first responder pursuant to Homeland Security Personnel Directive (HSPD8); and

WHEREAS, the American Public Works Association (APWA) recognizes and encourages the formation of statewide mutual assistance agreements which provide for public works support across the full spectrum of public works functions; and

WHEREAS, Emergency Management Assistance Compacts (EMAC), ratified by Congress and the State of Wisconsin, has been established to coordinate interstate response and is coordinated through Wisconsin Emergency Management (WEM); and

WHEREAS, the National Response Framework (NRF) presents the guiding principles that enable all public works response partners to prepare for and provide for a unified national response to disasters and emergencies and the NRF provides public works with a systematic proactive approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents in order to reduce the loss of life and property, and harm to the environment; and

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in public works for the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to associate to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster;

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Public Works Mutual Assistance Agreement and the covenants contained herein,

THE PARTIES HERETO AGREE AS FOLLOWS:



SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety, and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety, and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Public Works Mutual Assistance Agreement is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit.
- B. "Authorized Representative": A party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide aid and assistance under the terms of this Agreement. The list of Authorized Representatives for each party shall be attached to the executed copy of this Agreement. In the event of a change of personnel, unless otherwise notified, the presumption will be that the successor to the employee's position will be the authorized representative.



- C. "Emergency": An occurrence or condition in a Stricken Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit, so that it determines the necessity and advisability of requesting aid.
- D. "Executive Board": The statewide oversight board of PWMAS which is comprised of Region representatives.
- E. "Incident command system": This system has the meaning specified in s. 323.02(9), Stats., and follows the guidelines of the National Incident Management System, also known as NIMS.
- F. "Member Unit": A unit of local government including but not limited to a county, city, village, town, tribe or band, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the Public Works Mutual Assistance Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of PWMAS.
- G. "Public Works": The physical structures and facilities developed or acquired by a local unit of government or a federally recognized American Indian tribe or band in this state to provide services and functions for the benefit and use of the public, including water, sewerage, waste disposal, utilities, and transportation.
- H. "Public Works Mutual Assistance System" (hereinafter referred to as PWMAS): A definite and prearranged plan whereby emergency response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the Member Units and amended from time to time.
- I. "PWMAS or 'Public Works Mutual Assistance System' region" means the WEM regional areas as identified by the Adjutant General under ss. 323.13(2)(a), Stats.
- J. "Stricken Unit": A Member Unit or a non-participating local governmental unit which requests aid in the event of an emergency.



SECTION THREE

Authority and Action to Effect Mutual Aid

The Member Units hereby authorize and direct their respective Authorized Representative or his/her designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the PWMAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Authorized Representative, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

- A. Whenever an emergency occurs and conditions are such that the Authorized Representative, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- B. The Authorized Representative, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
 - 1. Determine what equipment, personnel and/or services are requested according to the system maintained by PWMAS.
 - 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
 - 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of PWMAS;
 - 4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.



SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel of the Aiding Unit shall report for direction and assignment at the scene of the emergency to the Planning Section Chief, or designee, of the Stricken Unit. The Aiding Unit shall at all times have the right to withdraw any and all aid upon the order of its Authorized Representative or designee; provided, however, that the Aiding Unit withdrawing such aid shall notify the Incident Commander or designee of the Stricken Unit of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement may be waived at the discretion of the Aiding Unit. It is the policy of the parties to this Agreement to seek compensation from a Stricken Unit only when the costs associated with the mutual assistance causes a financial burden upon the Aiding Unit. However, any expenses recoverable from third parties and responsible parties shall be equitably distributed among Aiding Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing state and federal laws.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or



extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The PWMAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the PWMAS. Upon request, Member Units shall provide such evidence as herein provided to the PWMAS members.

SECTION SEVEN

Indemnification Liability and Waiver of Claims

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement; provided, however, that such claim is not a result of willful or reckless misconduct by a party hereto or its personnel. The Stricken Unit hereby expressly agrees to hold harmless, indemnify and defend the Aiding Unit and its personnel from any and all claims, demands, liability, losses, including attorney fees and costs, suits in law or in equity which are made by a third party that may arise from providing aid pursuant to this Agreement.

All employee benefits, wage and disability payments, pensions and worker's compensation claims, shall be the sole and exclusive responsibility of each party for its own employees provided, however, that such claim is not a result of reckless, wanton, or intentional misconduct by a party hereto or its personnel.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Aiding Unit may refuse if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's



inability to respond, however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Non-Discrimination

In the performance of the services under this Agreement each party agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. Each party further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.

SECTION TEN

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Region and to the Executive Board specifying the date of termination, such



notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail, or certified mail. In Wisconsin, a copy of such notice shall also be deposited with Legal Counsel, Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 242-3232.

SECTION ELEVEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof. In Wisconsin, a copy of such agreement shall be deposited with Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 242-3232.

SECTION TWELVE

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto.

SECTION THIRTEEN

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.



SECTION FOURTEEN

Notices

All notices to terminate or join hereunder shall be in writing and shall be served personally, by registered mail, or certified mail to the parties at such addresses as may be designated from time to time on the PWMAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FIFTEEN

Governing Law

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Wisconsin.

SECTION SIXTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SEVENTEEN

Executive Board of PWMAS

An Executive Board is hereby established to consider, adopt, and amend from time to time as needed rules, procedures, by-laws, and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Region within PWMAS who shall serve as the voting representative of said Region on PWMAS matters, and may appoint a designee. Such designee shall be from within the respective Region and shall have all rights and privileges attendant to a representative of that Member Unit.



A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the bylaws shall coordinate the activities of the PWMAS.

SECTION EIGHTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and by laws of the PWMAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION NINETEEN

Rules and Procedure

Rules, procedures, and by laws of the PWMAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information, and the common welfare of the PWMAS. In Wisconsin, PWMAS policies and general operating procedures shall be available on request without charge from Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 242-3232. PWMAS policies and procedures may also be accessed from the Wisconsin Emergency Management webpage at <https://dma.wi.gov/DMA/wem>.

SECTION TWENTY

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures, and by laws of the PWMAS as established by the Executive Board to this Agreement. The undersigned unit of local government



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or public agency hereby has adopted, and subscribes to, and approves this Public Works Mutual Assistance Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Public Works Mutual Assistance Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entity

President or Mayor, Chairman, Executive or Manager

Date

ATTEST:

Title

Date

(Note: Signature page may be modified to meet each individual jurisdiction's official signature(s) requirements.)



ADDENDUM A TO PUBLIC WORKS MUTUAL ASSISTANCE AGREEMENT

RESOLUTION NO. _____

WHEREAS, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities and with federally recognized Indian tribes and bands in this state for the receipt or furnishing of services, such as public works services. Such a contract may be with municipalities of another state, as provided in Wisconsin Statute 66.0303(3)(b); and

WHEREAS, the (INSERT YOUR COMMUNITY) (GOVERNING BODY) believes that intergovernmental cooperation for purposes of public safety and protection should be encouraged and that the Public Works Mutual Assistance Agreement would afford these benefits to county residents by coordinating public works functions, as recommended in Resolution (INSERT RESOLUTION # AND DATE); and

WHEREAS, it is in the best interest of the (INSERT YOUR COMMUNITY) to enter into the proposed Public Works Mutual Assistance Agreement to provide for the coordination of public works services in the event of a large scale emergency, natural disaster, or man-made catastrophe.

WHEREAS, it is in the best interest to designate (INSERT POSITION) as the authorized representative of (INSERT YOUR COMMUNITY) for the Public Works Mutual Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Public Works Mutual Assistance Agreement, a copy of which is attached hereto and incorporated herein by reference, is hereby approved and the (INSERT TITLE OF ELECTED OFFICIAL AND (CITY, TOWN, VILLAGE) CLERK), be authorized to execute the same on behalf of the (INSERT YOUR COMMUNITY)

Dated this _____ day of _____, 20XX

(INSERT YOUR COMMUNITY)

By: _____

(INSERT NAME OF ELECTED OFFICIAL)

Attest: _____

(INSERT NAME OF CLERK)



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Wisconsin Emergency Response Plan
**WI Public Works Mutual Assistance
Agreement Ops Plan**

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Attachment 2**

Attachment 2

**WI Public Works Mutual Assistance Agreement Operations
Plan**

***Wisconsin Public Works
Mutual Assistance
Agreement Operations Plan***



Wisconsin Emergency Response Plan
**WI Public Works Mutual Assistance
Agreement Ops Plan**

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Wisconsin Emergency Response Plan
**WI Public Works Mutual Assistance
Agreement Ops Plan**

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Wisconsin Emergency Response Plan
**WI Public Works Mutual Assistance
Agreement Ops Plan**

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Attachment 2**

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1. Introduction

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety, and welfare of the public. Further, it is acknowledged by the State of Wisconsin that coordination of mutual assistance through the Wisconsin Public Works Mutual Assistance Agreement (WPWMAS) is desirable for the effective and efficient provision of mutual assistance.

With this as a backdrop, it has been the shared vision of public works professionals and the State of Wisconsin to develop a mutual assistance system wherein an affected jurisdiction can call upon resources of other jurisdictions in an orchestrated and organized effort to respond to an emergency or disaster. In many respects, the underpinning of the system is modeled after the very successful and highly regarded Mutual Aid System that has been a mainstay of fire and law enforcement departments all around the country. Noticeably, the public works plan differs to take into account the vast and varied nuances inherent with public works operations.

The goal of the WPWMAS is, by design, rather simple, but embodies critical tasks and associated responsibilities that will assist a requesting community for response efforts to their emergency or disaster.

1.1. Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

Authorized Representative: A local unit of government's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide aid and assistance under the terms of the WPWMAS. The list of Authorized Representatives for each party shall be attached to the executed copy of this Agreement. In the event of a change of personnel, unless otherwise notified, the presumption will be the successor to the employee's position will be authorized representative.

Providing Agency: The entity providing mutual aid assistance to a Requesting Agency pursuant to a local or statewide mutual assistance agreement, also known as an Aiding Unit or entity.

Requesting Agency: The entity that requests mutual aid assistance from a Providing Agency or emergency work resulting from an emergency or disaster, also known as a Stricken Unit or entity.

1.2. Mission Statement

It is the mission of the WPWMAS, in the spirit of intergovernmental cooperation, to develop and maintain a statewide network of public works related agencies whose principal purpose is to provide emergency assistance to each other in the event of disasters or emergencies.



2. Overview

2.1. General

The WPWMAS has been developed to provide public works assistance to member local units of government in need. This Plan details the steps involved in a mutual assistance response, from the initial request for public works resources to demobilization following the response. The National Response Framework (NRF) provides the guiding principles for public works to mitigate, prevent, prepare, plan, respond, and recover, from the effects of incidents in order to reduce the loss of life and property and harm to the environment. The Plan is intended to be flexible, providing an organized, sustainable response and recovery during incidents regardless of size. The Plan works within the National Incident Management System (NIMS). NIMS maintain that states should participate in these types of agreements and should look to establish intrastate agreements that encompass all local jurisdictions such as this agreement.

WPWMAS responses are based on missions or tasks to be completed. Knowing the mission allows Requesting Agency to request a Response Team with all the personnel and equipment needed to complete the mission safely. The work shifts are a maximum of 12 hours. When the work shift is over or the mission is completed, the Response Teams are relieved and return to their respective local units of government.

2.2. Liaison Officer

The position of Liaison Officer (LO) is critical to a successful response. The LO does not blindly fill equipment requests, but rather works with the Requesting Agency to identify options for providing the resources needed to satisfy the mission as efficiently as possible. The LO may be coordinating resources for multiple responses and multiple operational periods. In all cases, the LO works to insure that member resources are utilized appropriately and supported properly, and returned to their local units of government safely. The LO shall be designated by the Incident Commander (IC) or an appointed official from the requesting agency.

2.3. Response Team Concept

Member local units of government list their available resources as Response Teams, (i.e. one or two person teams) based on a function or task to be completed. Response Teams are deployed with all of the personnel and equipment needed to accomplish a specific task. If more than one Response Team is needed for an emergency or disaster, the LO will contact several local units of government to each send one Response Team, if possible.

The use of Response Teams provides several benefits:

- 2.3.1 The Requesting Agency is assured responders have the proper equipment to complete the mission.
- 2.3.2 Safety is improved as Response Teams bring the proper support equipment and PPE for the task.



- 2.3.3 Requesting Response Teams from several member units spreads out the impact of the response.
- 2.3.4 The use of pre-identified Response Team personnel and equipment provides consistency and improves the ability to provide an organized response.

3. Incident Categories

Resource requests are based on one of two incident or event categories: 1) Local Assistance, 2) Local or regional emergency and disaster. The protocols for resource requests and levels of coordination are detailed in the chapter for each category. **It should be noted that our incident category, and thus our resource request protocols, will change as an incident expands or contracts.**

3.1. Local Assistance

Local Assistance is the lowest category, providing limited direct assistance for planned events, small-scale incidents. A Local Assistance response will typically involve a single requesting agency, limited resource coordination, minimal resources, and few operational periods. Examples of this would be a flash flood, blizzard, or a microburst.

Process: The Requesting Agency makes direct contact to potential providing local units of government of the needed resources and makes arrangements to meet the need.

Potential reimbursement and costs for equipment and work done under a local assistance arrangement should be discussed PRIOR to deployment of resources and will be from the Requesting Agency.

Documentation: The Requesting Agency should document the situation including: what resources were received, what work was performed, and any cost arrangement made. The Requesting Agency completes the Requesting Assistance form (Appendix B) and sends it to the responding community. The responding community completes the Providers Response form (Appendix C) and sends back to the requesting agency.

3.2. Local or Regional Emergency and Disaster

3.2.1 Requesting Assistance

Below are suggested steps for your local unit of government to follow when using the Wisconsin Public Works Mutual Assistance Agreement. The parties to the Agreement are listed by agency, with a contact person, their phone number, and an emergency 24-hour phone number. Simply make the contact and obtain the assistance.

Local Assistance: The highest category is a declared emergency or major disaster, a catastrophic incident threatening loss of life or significant loss or damage to property. The incident typically impacts a larger geographic area or more than one community. Examples of this include a flood, ice storm, or a tornado.



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1.3.2.1. Requesting Agency (Steps to Follow)

When your local unit of government is requesting assistance:

- (1) Assess the situation, determine the resources needed, and whether it exceeds your capabilities.
- (2) The LO shall contact your local Authorized Representative requesting assistance.
- (3) Locate local units of government included in the Agreement which is located on Wisconsin Emergency Management web site (TBA).
- (4) Call the local unit of government(s) listed that may have the resources you need.
- (5) Fill out the Requesting Agency's Mutual Assistance Information form.
- (6) Send copy of the form to the Responding Agency as soon as possible.

2.3.2.1. Responding Agency (Steps to Follow)

When your local unit of government is responding to a request for assistance:

- (1) Make sure you can fulfill the request before giving an answer. Remember, you are not required to supply aid if you determine you cannot spare resources or if you do not have qualified personnel, appropriate equipment, and necessary materials for what is requested.
- (2) Analyze the level of risk of the request.
- (3) Complete the Provider's Response form with the information given by the Requesting Agency.
- (4) Brief your employees and prepare the equipment.
- (5) Complete the Employee and Equipment Information form. Provide copies to your responding staff and to the Requesting Agency.
- (6) Dispatch staff to the Requesting Agency for assistance.

3.3.2.1. Contact Person or Coordinator of Provider (Steps to Follow)

- (1) Carry a copy of the Requesting entity's Mutual Assistance Information form and your Employee and Equipment Information form and provide a copy of each to the requesting entity.
- (2) Remember, you are responsible for your crew working in a safe and professional manner.
- (3) Track your equipment and materials inventory.

3.2.2 During the Response



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- 1.3.2.2. The requesting agency informs the responding agency when requested resources have arrived at the staging area.
- 2.3.2.2. Communication between the Requesting Agency and the Responding Agency continue at various times during the operational period to discuss resource needs for future operational periods.
- 3.3.2.2. The Requesting Agency fully documents the situation under the local NIMS-Compliant Incident Command Structure, including incident objectives, resources received; work performed, cost arrangements, logistics arrangements, and other pertinent information.
- 4.3.2.2. The Responding Agency documents the contacts made, resources coordinated, response, and demobilization information.

3.2.3 Demobilization

The Requesting Agency informs the LO the mission has been completed and the Response Teams will be released. The LO informs the Responding Agency when demobilization will commence.

3.2.4 Additional Operational Periods

- 1.3.2.4. This process is to be repeated when resources are requested for additional operational periods. Should the LO for an incident change during the course of the incident, the outgoing LO shall fully brief the incoming LO as to the status of the response and shall pass on any documentation related to the incident. All changes shall be communicated to the Incident Command staff.
- 2.3.2.4. It is generally expected that the resource needs of a local or regional emergency will be met with regional resources deployed on a daily basis. The LO should arrange for resources from agencies within a 2-hour travel distance of the incident, if possible. This would provide a 12-hour shift for responders, an 8-hour work shift, and 4-hours of travel time to and from the incident. Should the combined work shift and travel time exceed 12-hours, the Requesting Agency may be required to provide lodging and meals for responders.
- 3.3.2.4. In a multi-jurisdictional emergency, it is understood that the Requesting Agency may not be the effected community. A Multi-agency Coordination System such as a county emergency management agency may coordinate resource requests in some situations. There may also be public works resource responding through mutual aid agreements other than Wisconsin Public Works Mutual Assistance System (WPWMAS); for example the Wisconsin Water and Wastewater Agency Response Networks (WARN). In all cases, it is important that a single point of contact be established for each incident, and all public works resources should be coordinated through that one point of contact.

3.2.5 Common Communications



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Common, reliable communications are essential to safe and effective operations. It is expected that the requesting agency will provide common communication equipment to responders. Should that not be possible, the LO shall work with other emergency management agencies to acquire the necessary equipment.

3.2.6 Finance

Each responding agency shall complete a detailed Reimbursement Summary form (Appendix F) and forward those forms to the Requesting Agency.

3.2.7 General Operational Rules

1.3.2.7. Response Teams, Task Force members, Task Force Leaders and Administrative Support Personnel shall not work more than a 12-hour "on-site" shift. Once the 12-hour limit has been reached, all engaged members will be relieved of their duties.

2.3.2.7. Response Teams, Task Force and Strike Teams will not engage in any activities for which they have not been properly trained.

3.3.2.7. Not more than one Response Team, Task Force Leader, or Administrative Support Personnel will be requested from each Responding Community. If, however, on their own volition, a Responding Community offers more than one Response Team, Task Force Leader, or Administrative Support Personnel, said offer will be honored by the Requesting Entity and number of people assigned. A Response Team or Task Force will be decided by the Responding Entity.



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Appendices



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4. Appendix A. Application Submission Checklist

Date: _____

Agency: _____

Population Served: _____

Form Completed by: _____

	YES	NO	Comments
1. Mutual Aid Completed and Signed by Agency? (Please send signed copy)			_____
2. Did you make any changes to the Wisconsin Public Works Mutual Assistance Agreement?			_____
3. Did you include a copy of the approved ordinance or resolution?			_____
4. Did you complete the Authorized Representative Form?			_____

Submit copy of forms to:
 Wisconsin Public Works Mutual Assistance Agreement
 General Counsel
 WI Dept. of Military Affairs 2400 Wright Street
 PO Box 8111
 Madison, WI 53708-0811

And

County Emergency Management Director
http://emergencymangement.wi.gov/counties/county_directors.asp
 APWA Emergency Management Committee
<http://wisconsin.apwa.net/c/emergencymanagement/>



5. Appendix B. Request Assistance

<<Date>>

<<Name of Provider>>

<<Address of Provider>>

Dear <<Provider Contact>>;

This letter is to request aid and assistance pursuant to the Wisconsin Public Works Mutual Assistance Agreement adopted by your governing board.

The <<City/Village/Township of>> requests mutual aid for a disaster that <<is Imminent/is in progress/has occurred>>. <<Description of disaster, limit to three sentences>>.

The services requested are <<specify equipment, personnel, materials and/or supplies>>. The services will be required for <<length of time>> beginning <<date when assistance should arrive>>.

Please have your designated personnel meet <<your contact person>> at <<specify location>> at <<specify time>> on <<specify date>>.

Sincerely,

Name of Authorized Requesting Representative

Title of Authorized Requesting Representative



6. Appendix C. Provider's Response

<<Date>>

<<Name of Provider>>

<<Address of Provider>>

Dear <<Authorized Requesting Contact>>;

This letter is in response to your request dated <<specify date>> for mutual aid and/or assistance pursuant to the Wisconsin Public Works Mutual Assistance Agreement adopted by our governing board.

The <<Village/City/Township of>> will send the following <<specify equipment, personnel, materials and or supplies>> for a period of <<specify number>> day(s), and pursuant to Section VII of the Agreement we will provide twenty-four (24) hours notice of our intent to terminate assistance.

Our team will arrive at <<specify location>> at <<specify time>> on <<specify date>>. <<Specify Name>> will be responsible for the supervision of our team during its duration in your community.

Sincerely,

Name of Authorized Provider Representative

Title of Authorized Provider Representative



7. Appendix D. Authorized Representative

Authorized Representative

Community: _____

Address: _____

Name: _____

Title: _____

Office Phone: _____

Cell Phone: _____

Fax: _____

Back Up Authorized Representative

Name: _____

Title: _____

Office Phone: _____

Cell Phone: _____

Fax: _____



8. Appendix E. Employee and Equipment List

Employee and Equipment List

Community: _____

Employees:

_____	_____
_____	_____
_____	_____
_____	_____

Equipment:

_____	_____
_____	_____
_____	_____
_____	_____



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9. Appendix F. Reimbursement Summary Form

Reimbursement Summary Form								
Date	Employee Name (Last, First)	Equipment #	Description	FEMA Code	FEMA Rate	Time	Hours	Total
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
							DPW Grand Total:	\$0.00
Misc. Supplies		Usage						Total
				Cost				\$ -
								\$ -