



**CITY OF MERRILL**  
**COMMITTEE OF THE WHOLE**  
**AGENDA • TUESDAY SEPTEMBER 13, 2022**

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**Special Meeting**

**City Hall Council Chambers**

**6:30 PM**

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- I. Call to Order
- II. Discussion and consideration regarding inclusion of Merrill Firefighters to the Wisconsin Task Force-1
  - 1. Presentation by Fire Chief Klug
- III. Adjournment

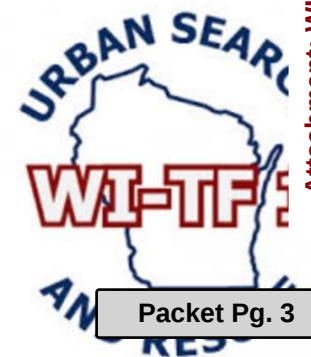
# WI-TF1

Merrill Fire Department Affiliation



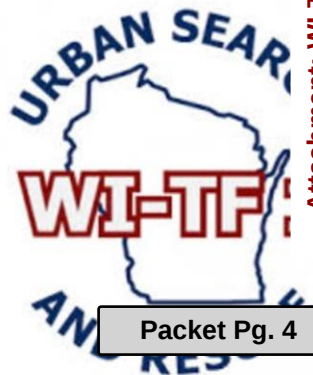
# Personnel Available Today

- Paul Cooke WEM – Director of the Bureau of Response and Recovery
- Matt Davies – REACT/WI-TF 1 Director
- Task Force Leaders
  - Doug Vrechek - Appleton
  - Bob Zimmerman – Superior
  - John McManus – Janesville
  - Greg Temp - LaCrosse



# What is WI-TF1 and its History

- MFD was a member of predecessor team after 9/11
- Started in 2014 - Stood Down in 2019 - Restarted 2022
- All hazard response team
  - Rope Rescue
  - Structural Collapse
  - Trench
  - Confined Space
  - Water Rescue
  - Wide Area Search





Attachment: WI-TF 1 - Merrill Presentation (9197 : Presentation by Fire Chief Klug)





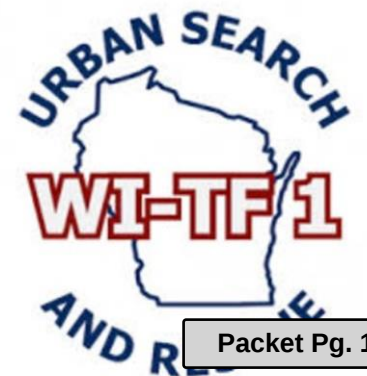


# How is WI-TF1 Staffed & its Goals

- Currently response capabilities of a FEMA USAR Type III team
  - Operate for 12 hours and self sufficient for 72 hours
  - Up to 35 member deployment
- Goal - FEMA Type I team
  - 24 hour operations
  - 70 member deployment
- Current Rostered Members – 85 Members from across the state
- Roster Goal – 240 Members (Based on successful non-local funding)

# Who covers liability & work comp.?

- In the new MOU, the state of Wisconsin covers employee liability and work compensation of municipal employees when they are training and working for the Task Force

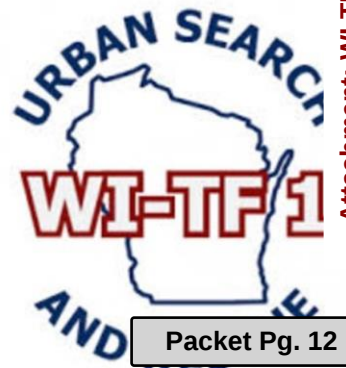


# How are WI TF-1 members paid?

- Members are paid through their respective municipality in the same manner they would normally be paid.
- Municipalities are reimbursed \$55/hr. for each task force members' training and instate deployment time.
- If TF members are released from their job, municipalities can still collect reimbursement. Typically that money would be used later to cover backfill costs if needed.

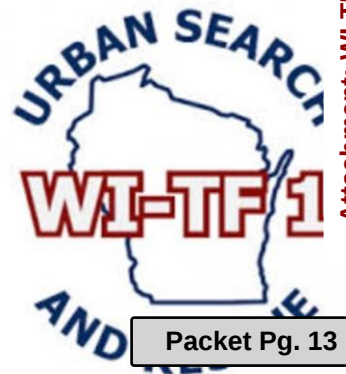
# How do municipalities support TF?

- Allow FD members to join
- Provide internal flexible staffing & work with members to attend training & deployments
- Use of vehicle to travel for training and deployments

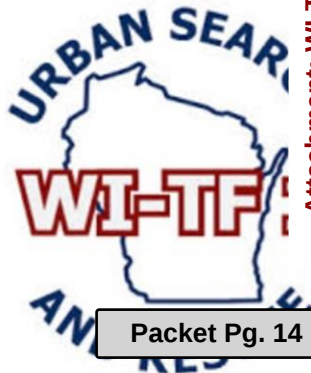


# What benefits do municipalities get?

- Our own in-house rescue specialists  
(We've had multiple technical rescue calls past few years)
- Recognition across the state of our membership & support of WI TF-1
- “Happy” employees who get to expand their skills & knowledge on a state & national platform



# Questions?



RE: adding new members to the TF team

Agency Point of contacts,

The State Fire Chiefs Advisory Committee met on August 16<sup>th</sup> and made personnel allocations for the new and existing agencies to add people to the State task force. It was decided that the team would add members in a staged approach, as long term funding is not yet secured. The first phase includes 142 new and existing members, which may be sustainable with existing funding. Phase 2 has 189 members, and is expected to begin around late spring, 2023. Specific timing is based on state budget approvals. As we progress as a team, we expect several additional phases to get the team up to the 240 member size. Phase 1 allocations are:

| Department       |                  |                  |                    |                    |
|------------------|------------------|------------------|--------------------|--------------------|
| Legacy agency    | Current rostered | Roster at 9/1/22 | Phase 1 allocation | Phase 2 allocation |
| Superior         | 7                | 7                | 9                  | 10                 |
| La Crosse        | 10               | 10               | 12                 | 16                 |
| Beloit           | 3                | 3                | 5                  | 6                  |
| Janesville       | 11               | 11               | 11                 | 12                 |
| Sheboygan        |                  | 3                | 7                  | 10                 |
| Racine           |                  | 3                | 8                  | 10                 |
| Appleton         | 12               | 12               | 12                 | 16                 |
| Oshkosh          | 0                | 3                | 6                  | 6                  |
| Green Bay        | 3                | 5                | 11                 | 12                 |
| Neenah           | 1                | 3                | 6                  | 8                  |
| Fond D Lac       |                  |                  | 6                  | 9                  |
| Marinette        |                  |                  | 2                  | 4                  |
| Chippewa         |                  |                  | 2                  | 3                  |
| Menominee        | 4                | 4                | 6                  | 6                  |
| Merrill          |                  |                  | 2                  | 2                  |
| Wausau           |                  |                  | 2                  | 6                  |
| Antigo           | 2                | 3                | 3                  | 3                  |
| South Shore      |                  |                  | 4                  | 6                  |
| Grand Chute      |                  |                  | 2                  | 6                  |
| Waukesha         |                  |                  | 2                  | 2                  |
| Kimberly         |                  |                  | 2                  | 3                  |
| Amherst          |                  |                  | 2                  | 3                  |
| Beave Dam        |                  |                  | 2                  | 4                  |
| Fitchburg        |                  |                  | 2                  | 4                  |
| Pleasant Prairie |                  |                  | 2                  | 4                  |
| REACT            | 9                | 12               | 14                 | 18                 |
| <b>TOTALS:</b>   | <b>62</b>        | <b>79</b>        | <b>142</b>         | <b>189</b>         |

Attachment: Phase 1 allocation instructions (9197 : Presentation by Fire Chief Klug)

For the phase 1 process:

Each new member of your department will need to complete the application and register for the team. This application includes requests for emergency contacts, previous certifications and experience, Driver's license information for base access, and contact information.

**This registration process is only for the phase 1 personnel allotment.** The portal address is below:

<https://react.wi.gov/witf1-application/>

If they encounter any problems with this registration, they should contact Dorothy Bristor, 608-316-5042

Task Force Leader Bob Zimmerman will contact each new member once they are registered on the portal with additional information/instructions and points of contact.

Once this registration is completed, the new member can start to look at certification classes necessary to be deployable. We have several classes coming up, and if they are able to attend, they can register for them. They are not compelled to take these classes, more of them will be scheduled soon.

Your fire department is compensated for every hour of the class, and housing and meals are provided at Volk Field during the class, as well. Transportation and time for travel is your FD responsibility.

NFPA Chapter 5 is a prerequisite of all other classes to be certified. It is a three-day class that covers all of the ancillary details for the USAR specialty, including resource allocation, hazardous awareness, basic rope work, etc. We will onboard the new members at the start of this class, including issuing PPE and exposing the new member to the team structure and the facilities. Once they have certified in the Chapter 5 class, they may take the other disciplines in any order. We will try to limit the term of their stay, and not put up a class that takes them away from their work and family for too long. We also try to schedule as many classes as possible during the heavier staffed days at most fire departments, staying away from hunting and holidays, with concentrating as much as we can during the first five months of the year.

Right now, we plan to have the following classes coming up. Final approvals for grant conformity are in the process prior to these classes getting posted and available. A notification will go out to you once that is complete, but you may start to look at availability now:

- Chapter 5 class scheduled for Sept 27-29, starting at 0900, 9 hours (estimated) each day.
- Structural Collapse 1, Sept 30-October 3, starting at 0900, 9 hours (estimated) each day.
  - Chapter 5 is a prerequisite
- Structural Collapse 2, October 10-13, starting at 0900, 9 hours (estimated) each day.
  - Structural Collapse 1 is a prerequisite

If the student has the prerequisite, they can attend the next class.

We expect more classes to be scheduled soon, as well.

**REQUIRED ATTENDANCE:**

For your new members, we would not enforce the required trainings below outlined in the MOU until the start of 2023. New members may attend the 2022 December team training at your FD's discretion.

**2022**

Oct 18-19 This will be a two day operational readiness exercise. We would want each member to attend at least one of these every two years.

Dec 6,7,8 This is our full team training day. We would want each member to sign up for one of these days.

The expectation is that each member attends 2 of the 3 sessions each year. These dates in December represent one of those sessions, with a choice of one of these three days.

**2023**

March 22,23,24 This is our full team training day. We would want each member to sign up for one of these days.

June 6,7,8 This is our full team training day. We would want each member to sign up for one of these days.

Sept 12-14 This will be a three day operational readiness exercise. We would want each member to attend at least one of these every two years.

Dec 5,6,7 This is our full team training day. We would want each member to sign up for one of these days.

## **Wisconsin Task Force One (WI-TF1)**

### **Member Requirement Overview**

WI-TF1 has the responsibility and goal to stand up a multi-hazard Urban Search and Rescue Team designed to deploy both In and Out of state when requested to respond to emergencies and disasters. The team must be deployable to these emergencies and the deployments can vary in duration from hours to 14 days. In order to meet the deployable model members need to be trained to the technician level in the core disciplines and have the ability to deploy for up to 14 days. Notification of deployments come on an emergency basis and members must be able to respond on short notice.

#### **Members:**

1. WI-TF1 Members must be currently affiliated with a Fire Department, be a REACT employee, or have specialized expertise necessary to the team.
2. Members are required to meet all WI-TF1 initial training, annual training and attendance requirements (see below).
3. Members must be deployable within 18 months of initial start date (Exceptions may be granted based on training availability).
4. Members are subject to any applicable NFPA standards. Each participant must meet the medical/fitness standards mutually agreed upon by the Division and Participating Agency and not have any medical condition or disability that will prevent performance of the duties of the Task Force position he/she occupies.
5. Additional medical procedures or steps may be necessary for deployments
6. Members must begin by meeting the Emergency Management Accreditation Program(EMAP) standards for Urban Search and Rescue (pp 3-5 of this document)

#### **Validations**

1. Members previously rostered who are re-rostered as of June 1, 2022, that received their training through REACT can be validated through a refresher class and skills validation offered at REACT by WI-TF1 approved instructors.
2. New Members with Pro Board or IFSAC or other validated training will have their skills validated at upcoming training sessions by WI-TF1 approved instructors.
3. Certification classes will be offered through WI-TF1 for those who do not hold certifications in the core disciplines or need a complete refresher course.

### **Training: (Core and Additional Courses offered at REACT through WI-TF1)**

1. WI-TF1 current training requirements are completion of a course to the technician level for the following Core Disciplines (to be deployable)
  - a. Ropes 1&2 (7 Day course)
  - b. Structural Collapse 1&2 (7 Day Course)
  - c. Trench Rescue (30 Hours)
  - d. Confined space (32 Hours)
  - e. Swift Water Rescuer (30 Hours)
  - f. Swift Water Boat Operator (20 Hours)
  - g. ICS 100, 200, 700, 800
  - i. ICS 300, 400 Optional but Preferred
  
2. Additional Training encouraged for Members
  - a. Heavy Equipment and Rigging Specialist (40 Hours)
  - b. Specialty specific training (class time varies by position)
    - i. Task Force Leader, Assistant Task Force Leader, Team Manager (Search, Rescue, Hazmat, Logistics, Planning, Medical, Safety Officer)
    - ii. Some specialty positions have pre-requirements
      - i.e. Med specialist requires current paramedic license
  - c. Other classes offered by WI-TF1 as appropriate

### **Definitions – Four (4) main trainings/exercises per year**

1. Operational Readiness Exercises (ORE) – This is an annual exercises that can last up to 72 hours. Exercises will be deployment focused to ensure that the team is continuously ready to respond.
  
2. Full Team Training (FTT) - This is a 3 times per year skill day that is designed to be up to 10 hours in duration. The main focus of the Full Team Training is skill based to include refreshers, equipment maintenance, new equipment roll out, policy/procedure updates, classes and other items as necessary

Attendance (Members must meet both 1 & 2)

1. Members are required to attend and complete 1 out of 2 ORE's during a 2 year period

#### **AND**

2. Members are required to attend and complete 2 out of 3 FTT's annually

# Urban Search and Rescue Standard

## Chapter 1: Administration

**1.1 Purpose.** The *Urban Search and Rescue Standard* establishes the minimum acceptable performance criteria for the administration, operations, and logistical readiness elements required of an US&R Resource. The Standard is intended to be fair and equitable for all who choose to adopt it and provide a foundation of sound practices in the performance of the US&R mission.

**1.2 Application.** This Standard applies to any organization having a US&R capability seeking alignment with the US&R Resource readiness requirements and those US&R Resources seeking to enhance their capability through the application of a recognized assessment standard for certification and validation.

## Chapter 2: Definitions

**2.1 Activated or Activation.** The status of the US&R Resource placed at the direction, control, and funding of the requesting authority in response to or in anticipation of, a response.

**2.2 Activation Order.** The Authority Having Jurisdiction communication placing the US&R Resources under the direction, control, and funding of the requesting authority.

**2.3 Advisory.** A notification issued for information purposes only and does not require formal action. It provides a means for sharing information concerning events that could develop into a disaster situation.

**2.4 Alert (Alert Order).** The Alert or Alert Order is issued when an event has occurred or is imminent that may require the response of US&R assets. Additionally, US&R Resources may be notified/advised to standby for deployment, in a timely manner.

**2.5 Applicant.** An US&R Resource that seeks to fulfill the requirements for certification and has submitted a certification application.

**2.6 Authority Having Jurisdiction (AHJ).** An organization, office, or individual having statutory responsibility for enforcing the requirements of a code or standard, or for approving equipment, materials, and installation or a procedure. The AHJ serves as the US&R oversight for the local, tribal, territorial, regional, state, federal, national, international, non- governmental, and private sector US&R Resource. The AHJ has responsibility for preparedness, response, and recovery based upon applicable laws, statutes, ordinances and/or authorities.

**2.7 Cooperative Agreement.** A legal instrument between local, state, tribal, or federal agencies and the Sponsoring Agency that provides funds to accomplish a public purpose.

**2.8 Disaster Search Canine.** A dog that has successfully completed a FEMA US&R Canine Search Team Certification Evaluation (CSTCE), State US&R Alliance (SUSAR) CSTCE, or equivalent.

## GENERAL TRAINING REQUIREMENTS

Each individual participating in the Urban Search & Rescue Resource shall:

- Complete Critical Incident Stress Awareness training;
- Complete the FEMA IS-100, IS-200, IS-700, and IS-800B online training in accordance with the NIMS Training Program;
- Complete their jurisdictional US&R Response System/Team Orientation;
- Complete the initial First Responder Operations Level for Hazardous Materials training as per OSHA 29 CFR, 1910.120;
  - Complete annual refresher training as required for First Responder Operations Level for Hazardous Materials as per OSHA 29 CFR, 1910.120;
- Be currently certified in Cardiopulmonary Resuscitation (persons currently licensed or certified as EMT (all levels) and licensed Board-Certified Emergency Physicians inherently meet this requirement);
- Complete the Respiratory Protection training as per OSHA 29 CFR 1910.134(k).
  - Complete refresher training as required for respiratory protection training as per OSHA 29 CFR 1910.134(k)
  - Have successfully completed an annual quantitative respiratory protection fit test required as per 29 CFR 1910.134 App. A;
- Complete the NFPA 1670 Awareness Level training for:
  - confined space rescue operations;
  - water rescue operations; and
  - structural collapse operations.
- Complete the Blood-borne Pathogen training as per OSHA 29 CFR 1910.1030;
- Complete the FEMA National US&R Response System US&R WMD Enhanced Operations course, or equivalent; and
- Complete the FEMA National US&R Response System GPS Awareness Level course, or equivalent.

### Technical Rescue Skill Sets:

The Technical Rescue skill set is required training for the following US&R positions:

- Canine Specialist;
- Hazardous Materials Team Manager;
- Hazardous Materials Team Specialist;
- Medical Specialist;
- Search Manager;
- Structures Specialist;
- Technical Search Specialist; and
- Heavy Equipment Rigging Specialist (unless qualified as a Rescue Specialist).

These are recommended training for Medical Team Managers.

Minimum skill set recommendations for US&R Resource Personnel who enter the hazard zone, (i.e. forward deployment), are the following:

- General Requirements of NFPA 1670;
- Rope Rescue Awareness per NFPA 1670;\*\*



**AGREEMENT FOR URBAN  
SEARCH AND RESCUE EMERGENCY  
RESPONSE SERVICES**

**April 1, 2022, through June 30, 2024**

Between

**STATE OF WISCONSIN  
DEPARTMENT OF MILITARY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT**

And

**City of Merrill**

This agreement (Agreement) is by and between the State of Wisconsin through the Department of Military Affairs (the Department), Division of Emergency Management (the Division) and City of Merrill, Wisconsin (Participating Agency), a Local Agency, regarding the provision of personnel by Participating Agency to a statewide urban search and rescue team created pursuant to Wis. Stat. § 323.72(1). The Division and Participating Agency are each a Party and, collectively, the Parties.

## RECITALS

- 1.0 To protect life and property against the dangers of emergencies, the Division has, pursuant to Wis. Stat. § 323.72(1), established a US&R team that can be deployed to provide Services in response to Emergencies.
- 2.0 The Division desires to enter into this Agreement with Participating Agency for the purpose of having Participating Agency supply qualified employees to serve on such a team and Participating Agency desires to provide such employees.

NOW THEREFORE, for the mutual promises set forth below, the Parties agree as follows:

## TERMS AND CONDITIONS

- 1.0 **Recitals:** The Recitals are incorporated by reference.
- 2.0 **Definitions:** The following definitions are used throughout this Agreement:
  - 2.1 “Advisory Committee” means the WI-TF1 Advisory Committee established by this Agreement and consisting of five or seven members appointed by the Board of Directors of the Wisconsin State Fire Chiefs’ Association.
  - 2.2 “All-Hazards” means the grouping classification encompassing all conditions, environmental or man-made, that have the potential to cause injury, illness or death or damage to or loss of equipment, infrastructure services or property or, alternatively, causing functional degradation to societal, economic, or environmental aspects.
  - 2.3 “Certification” means an affirmation that a candidate has successfully met the requirements of a standard or level of a standard through a valid and reliable assessment as approved by the National Board on Fire Service Professional Qualifications.
  - 2.4 “Emergency” or “Emergencies” means an incident(s) or event(s) for which, in the sole determination of the Division, Services are needed to supplement state and local efforts and capabilities to save lives and protect property and public health and safety or to lessen or avert the threat of a catastrophe.
  - 2.5 “Harm” means, at a minimum, human casualties, destruction of property, adverse economic impact and/or damage to natural resources.

- 2.6 “Incident” means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks, wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.
- 2.7 “Local Agency,” pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.
- 2.8 “REACT Center” means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.
- 2.9 “Services” means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.
- 2.10 “US&R” means urban search and rescue, which involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. US&R is considered an all-hazards discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.
- 2.11 “WI-TF1” means the all-hazards US&R team authorized by Wis. Stat. § 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function mission, including a Type 1 US&R task force, Type 3 US&R task force or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. See Wis. Stat. § 323.72(7).
- 3.0 Participating Agency Obligations:**
- 3.1. Recognizing that many of Participating Agency’s employees who are potential candidates for appointment to WI-TF1 may not have all required training as of the date this Agreement begins, the Parties agree to proceed as follows within 90 days after the Agreement begins.

- 3.1.1 After individuals selected for training have successfully completed the training, Participating Agency shall provide, on a form prescribed by the Division, a list of trained individuals that it deems to be good candidates for appointment to WI-TF1 but for the need for up-to-date training. The Division shall select individuals from list for initial and/or refresher training required by Section 4.0 of this Agreement.
- 3.2 Once the employees Participating Agency proposed to be appointed to WI-TF1 have successfully completed the required training, Participating Agency shall provide to the Division for Division approval a list on a form prescribed by the Division of one or more employees fully trained as set forth in Section 4.0 of this Agreement who Participating Agency proposes be a WI-TF1 member for Division approval, along with a description of the anticipated role the employee would have on WI-TF1 (e.g., Medical Specialist, Structural Collapse Search Technician, etc.). Only those employees who Participating Agency can demonstrate to the Division's satisfaction meet the following criteria at the time Participating Agency submits the list may be included on the list:
  - 3.2.1 Possess all required training and certifications necessary to perform Services in the specific role the employee would fill on WI-TF1, based on the training, competency, and job performance requirement standards for an US&R task force issued by the National Fire Protection Association (NFPA), the most current version of the urban search and rescue standards issued by the Emergency Management Accreditation program, and any training standards required by law, rule or regulation.
  - 3.2.2 Are employees in good standing.
  - 3.2.3 Are not probationary employees.
  - 3.2.4 Have been subjected to a background check by Participating Agency or the Division.
  - 3.2.5 Meet any medical or fitness standards agreed upon by the WI-TF1 Advisory Committee and the Division.
  - 3.2.6 Have been instructed on and, as required by the State of Wisconsin, are able to meet the then-current COVID-19 standards set by the State of Wisconsin, for its employees, including vaccination, testing, and mask-wearing requirements.
- 3.3 The Division, in consultation with the Advisory Committee established pursuant to Section 3.7 below, may appoint one or more of the employees on the list to the WI-TF1. Inclusion on the list or proposed WI-TF1 members does not guarantee appointment.
- 3.4 Upon receipt of an emergency response request by the Division pursuant to the Standard Operating Procedures, Participating Agency shall direct employees who have been appointed to WI-TF1 and designated for mobilization to travel to the REACT Center or such other location as designated by the Division to be deployed to provide Services in response to an Emergency.

- 3.5 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is not entitled to reimbursement by the Division for such response costs and that the Division will not supply equipment or vehicles for such responses.
- 3.6 Participating Agency shall comply with all requirements of any grants which provide funding for WI-TF1.
- 3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.
- 3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force.
- 4.0 Required Training and Exercises:**
- 4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall be a minimum of eighteen (18) hours per WI-TF1 member per year. Additional specialty training may be made available at REACT upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.
- 4.2 Non-Duty Status: All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency.
- 4.3 Training and Exercise Schedule: To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of twelve months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notification of Participating Agencies. The Division will provide as much advanced notice of any changes as possible.
- 5.0 Response Procedures and Limitations:**
- 5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local fire response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local fire response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.

5.2 Participating Agency and the Division agree that WI-TF1 or components of it may be used for any Emergency for which WI-TF1 members are trained and qualified.

5.3 Participating Agency's obligation to provide services under this Agreement shall arise, with respect to specific Emergency response actions, upon receipt of an Emergency response request pursuant to the Standard Operating Procedures. See Section 7 below.

#### **6.0 Right of Refusal:**

If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Participating Agency because Participating Agency's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Participating Agency may decline a request for personnel to staff WI-TF1 and/or for response equipment.

#### **7.0 Standard Operating Procedures:**

Participating Agency and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Procedures and a "Call-Out Procedure" that will be mutually approved by the Parties and other Local Agencies providing WI-TF1 members. Participating Agency agrees that it shall ensure that any of its employees appointed to WI-TF1 comply with these procedures.

#### **8.0 Reimbursement of Costs**

There are three types of Participating Agency costs that shall be reimbursed under this Agreement: (1) costs related to providing requested Services and (2) required training and exercise costs; and (3) costs related to an increase in duty-disability benefit premiums due to an injury a WI-TF1 member sustained while performing under this Agreement. In seeking reimbursement for those costs, Participating Agency shall comply with all Division-approved procedures and any relevant administrative rules.

#### **9.0 Reimbursement for Response Costs:**

9.1 Pursuant to Wis. Stat. § 323.72(2), the Division shall reimburse Participating Agency for costs incurred by Participating Agency in responding to an Emergency and providing Services at the request of the Division within 60 days after receiving a complete application for reimbursement on a form prescribed by the Division but only if (1) the Division determines that the provision of Services was necessary; and (2) Participating Agency applies for reimbursement within 45 days after the conclusion of that deployment of WI-TF1 for that particular Emergency.

9.2 Recoverable costs include but are not limited to the use of vehicles and apparatus, personnel expenses, backfill expenses and emergency expenses. The amount of reimbursement for the enumerated costs are as follows:

- 9.2.1 Reimbursement for use of Vehicle(s) and Apparatus: Participating Agency shall be reimbursed for the approved use of its vehicles and equipment in providing Services at FEMA-established rates.
- 9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at \$55.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal.
- 9.2.3 Backfill expenses: Participating Agency's reasonable personnel expenses incurred to cover the duties of employees deployed to provide Services as part of WI-TF1 are reimbursable at the Participating Agency's actual cost.
- 9.2.4 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures it deems to be unreasonable or unjustifiable.
- 9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.
- 10.0 Payment for Training and Exercise Costs:**
- 10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of \$55 per hour per appointed employee consistent with the Attendance Policy.
- 10.2 Such payment will be made on a quarterly basis as determined by reference to the state's fiscal year. For example, the first quarter will be from July 1 through September 30 and so forth.
- 10.3 The Division will not pay for Participating Agency's personnel backfill expenses to cover team members who are traveling to and from or participating in training or exercises.
- 11.0 Reimbursement of Increased Duty Disability Costs:**
- 11.1 The Division shall reimburse Participating Agency for costs incurred by Participating Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.
- 11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums

referred to above imposed in the prior fiscal year.

**11.3** Payment under this Section shall be made within 60 days of receipt of documentation of the following:

11.3.1 That the WI-TF1 member was injured while performing WI-TF1 duties after being deployed pursuant to a Division order.

11.3.2 That the member is receiving duty disability benefits because of such injury.

11.3.3 The amount of increase in premium for duty disability benefits to the Participating Agency that can be directly attributed to the receipt of such benefits by the member during the preceding fiscal year.

**12.0 Employer-Employee Relationship and Obligations Maintained:**

Except as provided in this Agreement, Participating Agency employees who are WI-TF1 members remain employees of Participating Agency and are not employees of the State of Wisconsin. This means, in part, that Participating Agency's employees are not entitled to Division contribution for any Public Employees Retirement Withholding System benefit(s), nor to any other benefits or any wage provided by the State of Wisconsin to its employees. Participating Agency shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes from any wages paid or benefits provided to its employees.

**13.0 Worker's Compensation:**

A WI-TF1 member acting under this Agreement is an employee of the state for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).

**14.0 Dual Payment:**

Participating Agency shall not be compensated for work performed under this Agreement both by the Division and any other state agency or person(s) responsible for causing an Emergency except as approved and authorized under this Agreement.

**15.0 Reasonable Efforts:**

Participating Agency shall make reasonable and good-faith efforts to minimize its costs related to its employees' participation in WI-TF1 training, exercise, and Emergency response Services.

**16.0 Liability and Indemnity**

**16.1 Scope:**

During operations authorized by this Agreement, WI-TF1 members supplied by

Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to providing Services. Operations also include training activities provided under this Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.

- 16.2 Civil liability exemption; regional emergency response teams and their sponsoring agencies:

Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services.

- 16.3 Participating Agency Indemnification of State:

When acting as other than an agent of the State of Wisconsin under this Agreement, and when using the State's or Division's vehicles or equipment, Participating Agency shall indemnify, defend and hold harmless the State, which includes the Department, the Division and all state agencies, and its officers, officials, agents, employees, and members from all claims, suits or actions of any nature, including actions for attorneys' fees, arising out of the activities or omissions of Participating Agency, its officers, officials, subcontractors, agents or employees.

## 17.0 Insurance Obligations:

- 17.1 Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.

- 17.2 Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

- 18.0 Standard Terms and Conditions:** The Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

## 19.0 Miscellaneous

- 19.1 Disclosure of Independence and Relationship: Participating Agency certifies that no relationship exists between it, the State of Wisconsin or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be averse to the interest of the State.

Participating Agency agrees as part of this Agreement that, during performance of the terms of this Agreement, they will neither provide contractual services nor enter into any agreement to provide services to a person or entity that is regulated or funded by the Department or has interests that are adverse to the Department. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interests of the state.

- 19.2 Dual Employment: Wis. Stat. § 16.417 prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 19.3 Employment: Participating Agency will not engage the service of any person or persons now employed by the state, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department and Division.
- 19.4 Conflict of interest: Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 19.5 Recordkeeping and Record Retention: The Participating Agency shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Participating Agency. The Participating Agency shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 19.6 Indemnification Regarding Employment Disputes: Participating Agency shall indemnify, defend, and hold harmless the State of Wisconsin, including the Division and the Department, with respect any disputes Participating Agency may have with its employees. Such disputes include but are not limited to charges of discrimination, harassment, improper wage payment, and discharge without just cause.
- 19.7 Term, Termination and Review of Agreement:
  - 19.7.1 Term: This Agreement shall begin on April 1, 2022, and terminate on June 30, 2024, unless terminated earlier pursuant to Section 19.7.2.
  - 19.7.2 Termination:
    - 19.7.2.1 The Division and/or Participating Agency may terminate this Agreement at any time upon one hundred twenty (120) days written

notice to the other Party.

19.7.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:

19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.

19.7.2.2.2 Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

19.7.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.

19.7.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.

19.7.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.

19.8 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.

19.9 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.

19.10 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 19.11 Successors in Interest: The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and permitted assigns.
- 19.12 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war or for other reasons beyond that Party's reasonable control.
- 19.13 Notifications: Participating Agency shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator  
 Division of Emergency Management  
 DMA Wisconsin  
 PO Box 7865  
 Madison, WI 53707-7865  
 Telephone #: (608) 242-3232  
 FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of the Department of Military Affairs General Counsel  
 Wisconsin Department of Military Affairs  
 2400 Wright Street  
 Madison, WI 53704

- 19.14 Severability: If any provision of this Agreement 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 parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19.15 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Participating Agency.
- 19.16 Approval Authority: Participating Agency's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of Participating Agency.
- 19.17 No Waiver: No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, state, or Participating Agency shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any

other right, power or remedy created by the Agreement. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided in the written waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

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

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

**Approving Signatures:**

**ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Greg Engle, Acting Division Administrator

**ON BEHALF OF THE CITY OF MERRILL**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Steve Hass, Mayor

## EXHIBIT A

### EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

#### STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

**ANTITRUST ASSIGNMENT:** The Participating Agency and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Participating Agency hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

**APPLICABLE LAW AND COMPLIANCE:** This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency 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 Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

**CANCELLATION:** The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

**WORK CENTER CRITERIA:** A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

**INSURANCE RESPONSIBILITY:** The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

**NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this Agreement, the Participating Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Participating Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the Participating Agency's becoming declared an "ineligible" Participating Agency, termination of the Agreement, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, Participating Agency agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., Participating Agency agrees it is not, and will not for the duration of the Agreement, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

**PUBLIC RECORDS.** Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Agreement, the Participating Agency shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Participating Agency, following final payment under this Agreement, shall retain all records produced or collected under this Agreement for six (6) years. Participating Agency is also considered a contractor for the purposes of Wis. Stat. § 19.36(3) and must comply with its provisions.

**TAXES:** The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state.

**VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.