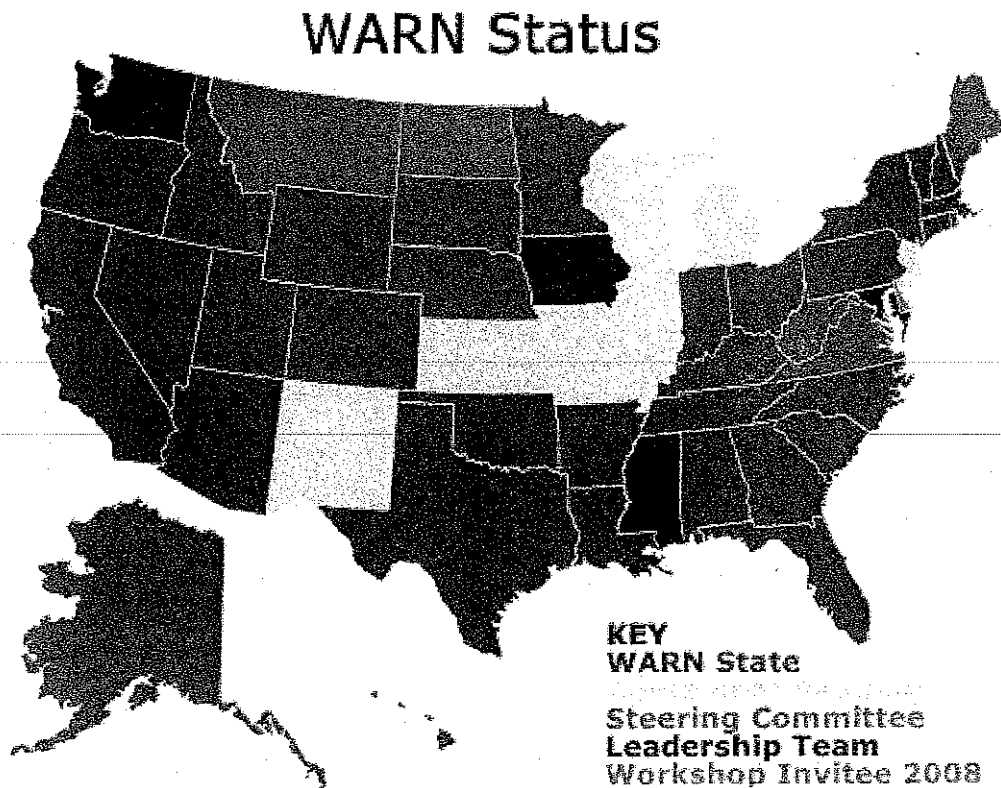


WARN State Status

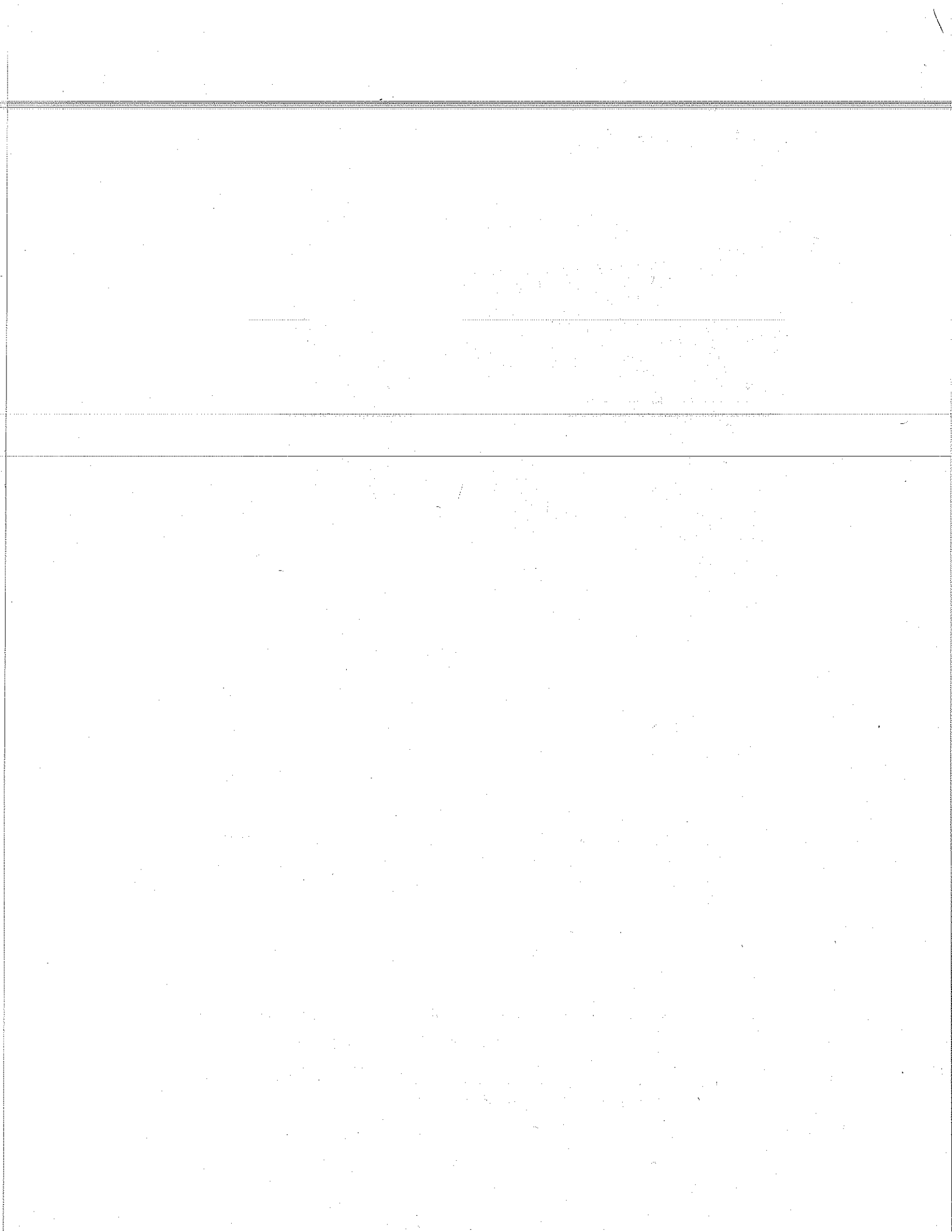


INFORMATION ON WARN

WARN = Water And Wastewater Agency Response Network

- Supported by EPA.
- Supported by Water Sector professional associations such as AWWA, NRWA, WEF, AMWA, ASDWA, NACWA, NAWC and ASIWPCA, who in February 2006 signed a joint policy statement on mutual aid and assistance titled, "Utilities Helping Utilities," to promote programs such as WARN.
- WARN Model Agreement is recognized as a "Model Agreement" by the DHS/FEMA National Integration Center (NIC) Incident Management Systems Division
- Wisconsin effort has been going on for over 18 months. Wisconsin Model Agreement has been approved and is being adopted by communities.

Lawrie Kobza, Legal Counsel, Municipal Environmental Group - Water Division (MEG-Water)
Contact information: lkobza@boardmanlawfirm.com; 608-283-1788





NACWA



ASIWPCA
Association of State and
Interstate Water Pollution
Control Administrators

Utilities Helping Utilities

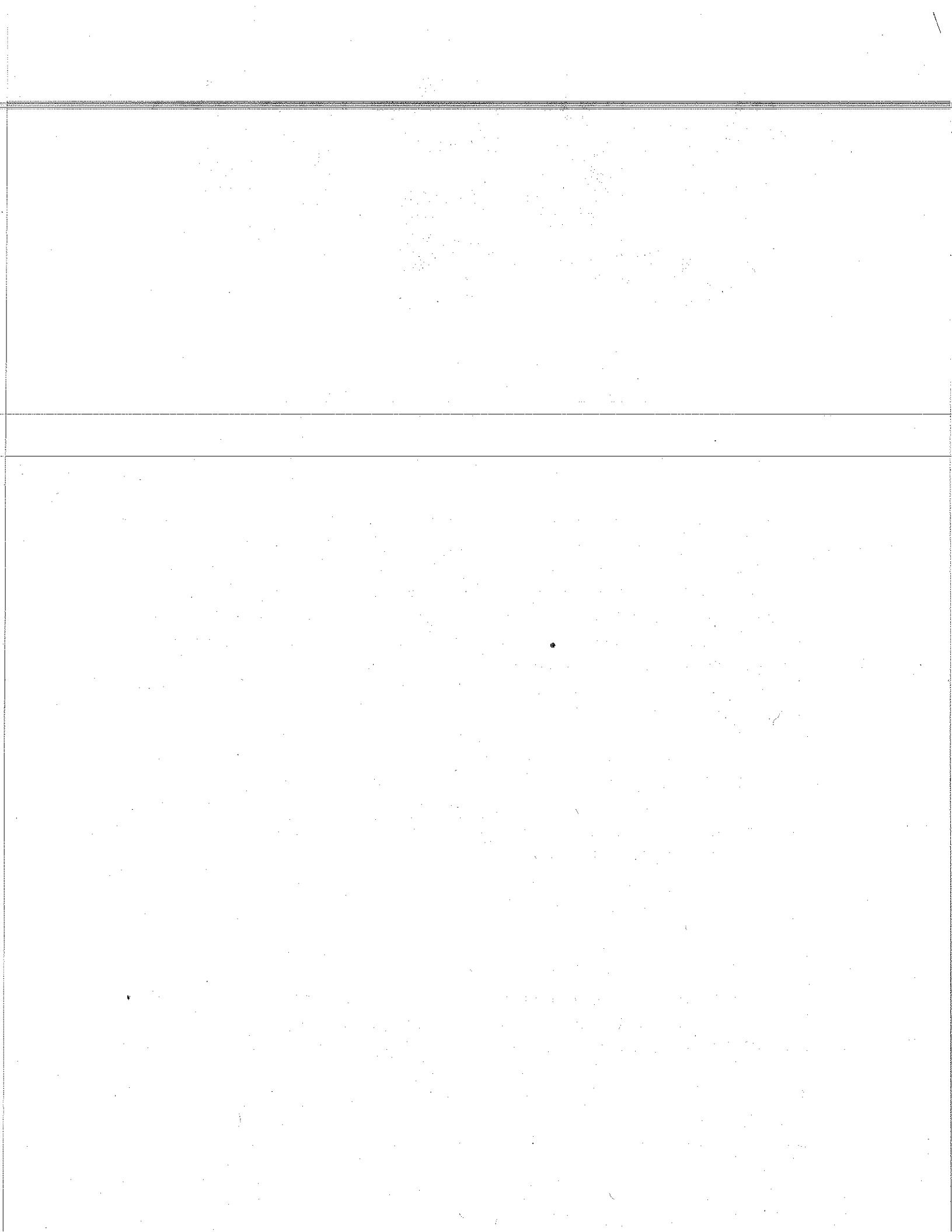
Joint Policy Statement on Mutual Aid & Assistance Networks

The water sector is committed to a "Utilities Helping Utilities" concept and is taking steps to encourage utilities and local/state governments to establish intrastate mutual aid and assistance networks. The purpose of these networks is to provide a method whereby water/wastewater utilities that have sustained damages from natural or manmade events could obtain emergency assistance in the form of personnel, equipment, materials, and other associated services as necessary, from other water/wastewater utilities. The objective is to provide rapid, short-term deployment of emergency services to restore the critical operations of the affected water/wastewater utility.

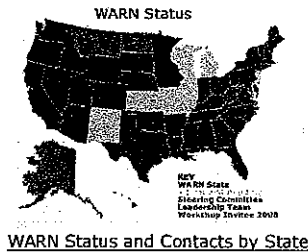
A pre-established agreement among a network of utilities can complement and enhance local capabilities to prepare for and respond to a broad range of threats, both natural and man-made. The establishment of such intrastate mutual aid and assistance networks is a core principle of the National Preparedness Goal developed by the Department of Homeland Security.

Formalizing the existing capability to provide mutual aid and assistance provides the water/wastewater sector with a degree of resiliency against natural or manmade disaster to ensure continuity of service to our sector's customers.

It is essential that all partners in the water and wastewater community work together to support this concept. We encourage our members to discuss this concept with peers and take the steps necessary to establish an intrastate mutual aid and assistance network.



Water and Wastewater Agency Response Networks



Additional WARN Resources:

- [Economic Benefits of Forming & Participating in WARN](#)
- [AWWA WaterWeek Article](#)
- [AWWA Mainstream Article](#)
- [Journal AWWA Article](#)
- [WARN White Paper](#)
- [Sample Mutual Aid Agreement](#)
- [Update to Sample Agreement - 09/07](#)
- [Joint Policy Statement](#)
- [AWWA Resource Typing Manual](#)
- [EPA EMAC Tip Sheet for Water Sector](#)
- [EPA Water Sector Mutual Aid & Assistance Fact Sheet](#)
- [WARN FAQ](#)
- [WARN Tabletop Exercise Facilitator Guide](#)
- [NIMS Training: EPA prepares water and wastewater utilities to respond to disasters.](#)

Overview of WARN

Introduction

A Water and Wastewater Agency Response Network (WARN) is a network of utilities helping other utilities to respond to and recover from emergencies. The purpose of a WARN is to provide a method whereby water/wastewater utilities that have sustained or anticipate damages from natural or human-caused incidents can provide and receive emergency aid and assistance in the form of personnel, equipment, materials, and other associated services as necessary from other water/wastewater utilities.



The objective is to provide rapid, short-term deployment of emergency services to restore the critical operations of the affected water/wastewater utility. The backbone of the WARN concept is the Mutual Aid and Assistance Agreement. It is in the Mutual Aid and Assistance Agreement where provisions for network activation, reimbursement, liability and other issues are mutually agreed upon by participating utilities. Participation is voluntary; there is no obligation to respond, and there is no direct cost to become a member of the network.

The WARN framework provides a forum for establishing and maintaining emergency contacts, providing expedited access to specialized resources needed to respond to and recovery from emergencies that disrupt water/wastewater utilities, and facilitating training that specifically focuses on the exchange of resources during an emergency. Events such as 9/11, the 1994 Northridge earthquake, the 1997 Red River flood, and more recently Hurricanes Katrina and Rita identified a need for water and wastewater utilities to create intrastate mutual aid and assistance programs because:

- utilities require specialized resources to sustain operations;
- government response agencies and other critical infrastructure rely on water supplies;
- utilities must provide their own support in the immediate aftermath of an incident as state and federal resources will not likely be available or deployed for up to 72 hours;
- large events impact regional areas, making response from adjacent utilities impractical;
- disasters impact utility employees and their families creating greater need for relief;
- agreements must be established and in place prior to an incident for federal reimbursement eligibility; and
- engagement in mutual aid/assistance supports Department of Homeland Security requirements for compliance with the National Incident Management System (NIMS)

Supporting Information

Economic Benefits of Forming and Participating in a WARN

Since March 2006, the national success of creating Water Wastewater Agency Response Networks (WARNs) in each state is undeniable. As of September 2008, thirty-one states have executed agreements to form a WARN program, with multiple states close behind in various states of "readiness" with draft agreements. This report is based on the results of a literature review, survey of utilities, and guidance from utility managers to help characterize their typical emergency responses. It also includes valuable case studies of actual benefits experienced by three utilities in response to WARN activation. The document is titled [Economic Benefits of Forming and Participating in a Water/Wastewater Agency Response Network \(WARN\)](#).

AWWA's Action Plan for Utilities to Develop an Intrastate Mutual Aid Network

In March 2006, AWWA developed a guidance white paper, or an action plan, to assist utilities in developing a WARN program in their states. The document is titled [Utilities Helping Utilities: An Action Plan for Mutual Aid and Assistance Networks for Water and Wastewater Utilities](#). This action plan is the foundation for a workshops series that brings together utility owners/operators interested in establishing a WARN network, with key partners such as state emergency management and water/wastewater primacy agency officials.

Sample Mutual Aid and Assistance Agreement

This [sample mutual aid and assistance agreement](#) was developed by AWWA based on existing WARN agreements. While the sample agreement shares some similarities with previously existing agreements, it is a unique document that includes the strongest elements from the existing agreements. In addition, this sample agreement identified gaps in existing agreements and provides additional articles to ensure the long-term sustainability of the agreement and support a participating utilities compliance with NIMS. You are invited to use this model agreement as a starting point to develop your own intrastate mutual aid and assistance agreement.

Water and Wastewater Sector Statement of Support

On February 15, 2006, eight water sector organizations issued a [joint policy statement](#) of support for the utilities helping utilities concept. They also wanted to encourage utilities and local/state governments to establish intrastate mutual aid and assistance networks.

Frequently Asked Questions About WARN

This [FAQ](#) document outlines many fundamental issues about the Utilities Helping Utilities concept. Although some of the issues addressed in the FAQ document are outlined above, this document addresses several more issues, including the relationship existing state wide mutual aid programs such as Emergency Management and Assistance Compact (EMAC), whether WARN activities are eligible for FEMA reimbursement, who should be involved with developing a WARN, and how WARN works during an emergency.

WARN Tabletop Exercise Facilitator Guide

Understanding the ICS and NIMS concepts will also help utilities provide mutual aid and assistance to one another. Encouraging the development of state-wide mutual aid and assistance agreements has been a priority of EPA and water associations. The number of state Water/Wastewater Agency Response Networks (WARNs) has grown from 3 three in 2005 to 31 today, with more in the planning stages. EPA has developed a tabletop exercise facilitator guide to help WARNs practice and exercise their WARN operational plans and procedures. The guide includes instructions for planning, organizing, and conducting an exercise and includes sample materials, such as scenarios (flood, hurricane, and earthquake), discussion questions, and presentation slides. By practicing the functionality and operations of activating their mutual aid and assistance agreement, a WARN will be able to respond more effectively and efficiently during an actual incident. The guide and other information about Mutual Aid are available at [WARN Tabletop Exercise Facilitator Guide](#)

NIMS Training

Preparing Water Utilities to Respond to Disasters EPA has been working with stakeholders to ensure that drinking water and wastewater utilities are prepared to respond to disasters - both natural and man-made. The Agency has provided training on Incident Command System (ICS) basics and the National Incident Management System (NIMS) tailored to the water sector to more than 1500 people in 48 states over the past 3 years. EPA is making these training materials available on-line to help drinking water and wastewater utilities better understand the ICS structure, coordinate with other first responders within an expanding ICS structure, and implement NIMS concepts and principles. The training is available at [NIMS Training](#)

WARN and Other Federal Initiatives

There are existing federal initiatives that support the development of a WARN. Many of the federal initiatives that support the development of WARN fall under Homeland Security Presidential Directives (HSPD) 5, 7, and 8. This page will outline the important linkage between WARN and the various federal initiatives.

- [HSPD-5: Management of Domestic Incidents](#) is the directive that required the development of the National Incident Management System (NIMS) and the National Response Plan (NRP). Full compliance with NIMS is an eligibility condition of all federal preparedness assistance grants for state, territorial, tribal, and local entities beginning in FY 2007. Compliance with NIMS includes formalizing mutual aid agreements with surrounding communities and states for the purposes of sharing equipment, personnel, and facilities during emergencies. Therefore, developing a WARN not only facilitates the sustainability and continuity of a utility in the midst of a damaging event, but also helps qualify a utility for security grant funding from the federal government.

The purpose of the National Response Plan (NRP) is to organize the federal response and how federal agencies will support state and local entities. The NRP recognizes that a response to an emergency begins at the local level and works its way up to the state and then federal levels. One of the most important aspects of WARN is that it avoids the federal bureaucracy that many witnessed during Hurricane Katrina. WARN is a localized approach for utilities to help each other in a disaster.

- [HSPD-7: National Infrastructure Protection Plan \(NIPP\)](#) is the foundation for an all-hazards risk management framework for protecting the nation's critical infrastructure and key resources (CI/KR). Recognizing that the majority of the nations CI/KR is owned and operated by the private sector the NIPP supports the expansion of mutual aid and assistance agreements. Further, each sector including water, has developed Sector Specific Plans. The Water SSP includes as one of its core goals and objectives supporting the expansion of mutual aid and assistance networks to enhance the overall preparedness and resiliency of the water sector.
- [HSPD-8: National Preparedness Goal](#) The purpose of the goal is to help entities at all levels of government develop and maintain the capabilities to prevent, respond to, and recover from major events or Incidents of National Significance. A key priority of the goal is to expand regional collaboration through mutual aid agreements and compacts

Additional Federal Resources Related to WARNs

[Letter](#) from the Department of Homeland Security to U.S. Governors on the National Management Incident System (NIMS)

[NIMS Implementation Matrix for Tribes and Local Jurisdictions](#)

[FEMA Schedule of Equipment Rates](#) may be used as guidelines for developing reimbursement rates for resources mobilized during emergencies.

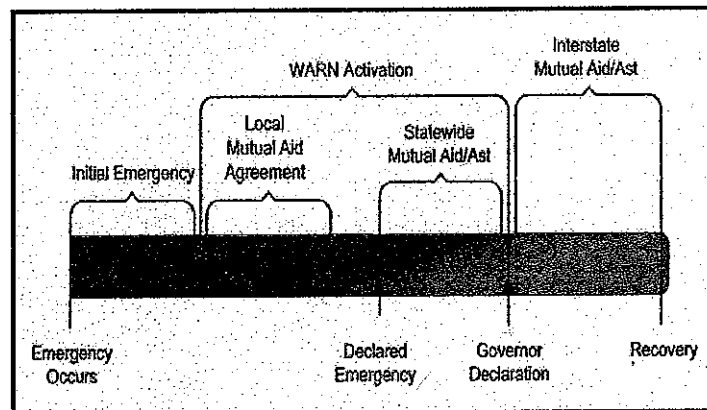
For more information contact: Kevin Morley, Regulatory & Security Analyst at kmorley@awwa.org or 202-628-8303

Water Sector Mutual Aid and Assistance: Utilities Helping Utilities

Background: The events of 9/11, Hurricanes Katrina and Rita in 2005, and severe flooding in New England and the Midwest in 2007 have shown the need for water and wastewater systems to share resources to overcome disasters occurring at a local or regional level. The Water Sector's professional associations, with support from U.S. Environmental Protection Agency (EPA) Water Security Division (WSD), are working to encourage local utilities in every State to establish intrastate mutual aid and assistance agreements between both drinking water and wastewater utilities.

These agreements, formally known as Water/Wastewater Agency Response Networks (WARN), embrace a utility-driven model to facilitate an effective and efficient flow of personnel and resources after an emergency. By adopting the WARN approach to mutual aid and assistance, drinking water and wastewater utilities in each state are able to sign a single agreement covering issues such as indemnification, workers' compensation, and reimbursement. Unlike existing statewide mutual aid agreements, WARN membership is open to both public and private utilities. The agreement also allows for utilities to share equipment, personnel, and other resources required to respond effectively to any crisis. WARN helps utilities reduce the typical response "gap" between local agreements and activation of statewide agreements, as it does not require an emergency declaration prior to activation.

WARN Activation Timeline: Reducing the Response "Gap" During Emergencies



Mission: The mission of WARN is to provide expedited access to specialized resources needed to respond to and recover from natural and human caused events that disrupt public and private drinking water and wastewater utilities.

Purpose: EPA supports the development of WARNs to:

- Promote the establishment of intrastate mutual aid and assistance agreements to enhance preparedness, improve incident response, and provide utility resilience in the face of a disaster.
- Support individual WARNs by providing tools and technical assistance such as tabletop exercise materials and guidance on developing WARN implementation protocols.
- Support Department of Homeland Security requirements for compliance with the National Incident Management System (NIMS).

Recognition: Due to the outstanding support EPA and the American Water Works Association (AWWA) provided to this grassroots, utility-driven effort, the International Association of Emergency Managers (IAEM) awarded them the 2006 "Partners in Preparedness" award. The model agreement implemented by WARN is recognized as a "Model Agreement" by the DHS/FEMA National Integration Center (NIC) Incident Management Systems Division.

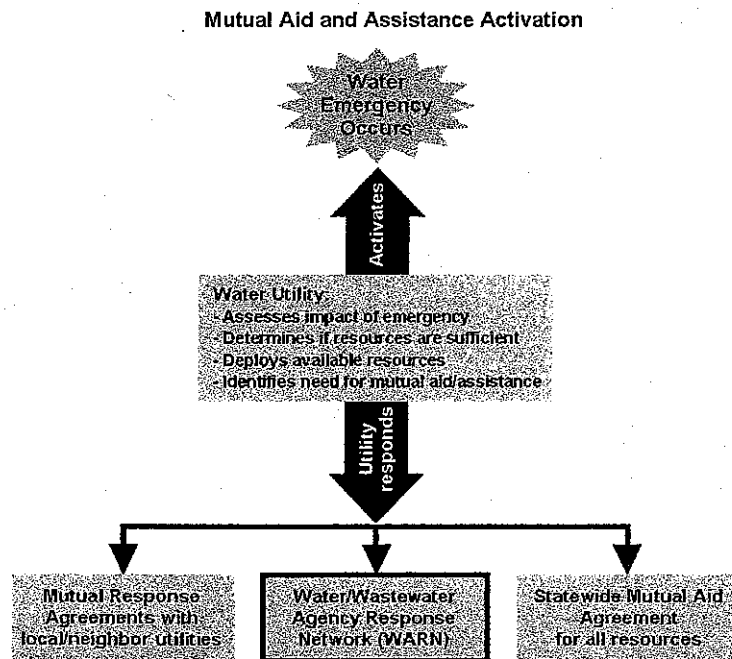
Stakeholders:

- Utility owner/operators as the key participants
- State water and wastewater primacy agencies participate as advisors and in a supporting role
- State emergency management/homeland security agencies help integrate WARN into state programs
- Water Sector professional associations such as AWWA, NRWA, WEF, AMWA, ASDWA, NACWA, NAWC, and ASIWPCA, who in February 2006, signed a joint policy statement on mutual aid and assistance titled, "Utilities Helping Utilities," to promote programs such as WARN

EPA Support: EPA is fully committed to the development of WARNs, providing extensive outreach, facilitation, and technical support through:

- **WARN Workshops** – An EPA grant to AWWA supported twelve WARN Workshops with participation from 48 states and the District of Columbia. Workshop speakers included EPA staff, as well as other WARN experts supported through EPA contracts.
- **Work Products and Outreach** – EPA facilitated the development of the March 2006 "Utilities Helping Utilities Action Plan," numerous fact sheets, a Frequently Asked Questions document, and has presented the WARN concept at a number of national conferences and meetings.

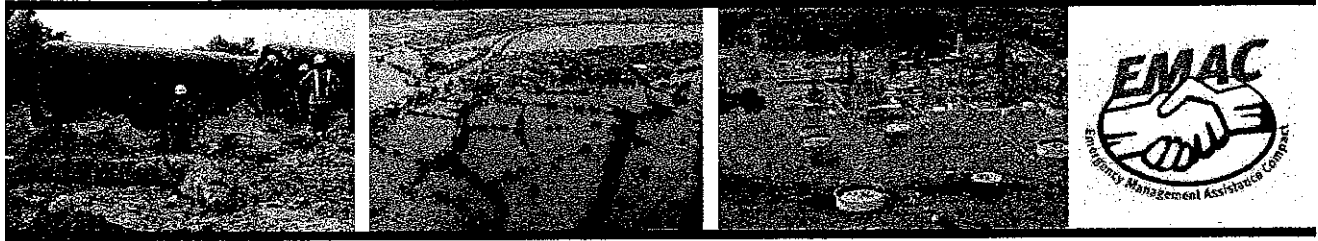
Next Steps: The number of statewide agreements has more than tripled in the past year, leading to a better prepared and more resilient Water Sector. This success has led to a need to exercise and validate the processes and protocols utilized during activation and implementation of a WARN. EPA has responded to that need by developing tabletop exercises and a protocols guidance document. The tabletop exercises will help WARN members coordinate more effectively with state and local emergency management agencies, state primacy agencies, and federal agencies. They will also enable participating utilities and agencies to define their roles and responsibilities more precisely and realistically.



WARN includes both public and private drinking water and wastewater utilities and does not require a formal disaster declaration for activation

While initially focused on intrastate networks, interstate mutual aid and assistance agreements may be needed to share resources across state lines. EPA and WARN partners are exploring the use of mechanisms, such as the National Emergency Management Agency's (NEMA) Emergency Management Assistance Compact (EMAC), to meet this critical objective. EPA has developed an outreach document, titled "EMAC Tips for the Water Sector," which includes information the Water Sector can apply to utilize EMAC more effectively when requesting or providing mutual aid and assistance across state lines.

For Additional Information: Visit www.NationalWARN.org, or contact John Whitley of EPA (whitley.john@epa.gov).



Interstate Mutual Aid and Assistance: **EMAC Tips for the Water Sector**

The Emergency Management Assistance Compact (EMAC) provides a mechanism whereby drinking water and wastewater utilities can provide *interstate* (between states) mutual aid and assistance during times of emergency. EMAC has demonstrated its value in providing interstate mutual aid and assistance for multiple sectors and disciplines and can be used to share water sector resources such as equipment and personnel across state lines.

Background Information

- EMAC is the only congressionally ratified emergency management assistance agreement in which all 50 states, the District of Columbia, Puerto Rico and the U.S. Virgin Islands participate.
- EMAC is a state-to-state compact accessed through your respective state Emergency Management Agency.
- The water sector should coordinate with Local and State Emergency Management Agencies during incidents. An intrastate WARN can assist with this effort.
- Additionally, a WARN in one state can request assistance from a WARN in a neighboring or distant state via the state EMAC.
- Requests must be approved by Requesting and Responding State Emergency Management Agencies before utility assets can be deployed.
- EMAC addresses liability and other legal issues that may arise between utilities from different states during the provision of assistance.

The National Incident Management System (NIMS) recommends establishing *intrastate (within a state) agreements* that encompass all local jurisdictions, public and private. This requirement ensures that coordination mechanisms within a state are in place before the more challenging task of coordinating across state lines is attempted.

Water and Wastewater Agency Response Networks (WARN), provide a framework through which utilities can provide/receive *intrastate* mutual aid and assistance. WARN can help facilitate communication with local and state Emergency Management Agencies, state EMAC Coordinators and the state primacy agency, during an emergency to coordinate the deployment of water sector resources under EMAC. The intrastate coordination of mutual aid and assistance resources that WARN provides can be invaluable if the need for interstate mutual aid and assistance through EMAC is needed in the future.

Listed below are tips the water sector can apply to utilize EMAC more effectively when requesting or providing mutual aid and assistance across state lines.

FOR BOTH REQUESTING & RESPONDING UTILITIES

Before an Event:

Learn more about EMAC. General information on EMAC can be found at www.emacweb.org.

Develop a relationship with your state EMAC Coordinator. All EMAC requests and/or offers of assistance must be sent through the state Emergency Management Agency. Your state primacy agency may be able to help you with this process. Contact information for state emergency management agencies can be found at <http://www.fema.gov/about/contact/statedr.shtm>.

Raise utility awareness. EMAC can be used to facilitate the deployment of utility assets across state lines in a fast and effective manner during a declared state of emergency. However, without a proper understanding of how to coordinate and properly request resources through EMAC, assets can easily be overlooked or go unused.

Continued on back...

Train and educate personnel. Develop information for mutual aid/assistance personnel on what personal items to take, what to expect during the deployment, what health and safety risks might exist, what legal protections they will have, etc. Have this information ready and provide training before teams are assembled for deployment.

Know the law. Consult with your emergency management agency, state primacy agency, and legal counsel to explore the legal mechanisms that might be available to deploy volunteers from public utilities. Although private utilities are typically not included in EMAC Missions, check with state authorities to determine if mechanisms exist within your state to deploy private resources.

Review all paperwork related to the official EMAC request. EMAC Missions are legally binding, and have important implications for reimbursement, acceptance of licensure, liability coverage, and worker's compensation. Like all reimbursement packages, upon return you must be able to show supporting documentation for all costs on that mission. Before you deploy, make sure that you have specified the exact number and type of personnel that you expect to deploy and that the cost is reasonable. Review the type of required information with the state EMAC Coordinator before the next emergency to better understand what is needed.

Work with other states to strengthen your state's system or to aid in the development of theirs. WARNs should coordinate between states to aid in mutual strengthening and development. Many WARNs have resources already identified, credentialed, and ready to deploy. Use your neighboring WARNs as resources to enhance your own system.

Learn more about WARN. Find general information on WARN at www.nationalwarn.org.

During an Event:

Promptly request everything that is needed. There is no standard list of what resources other states may have available for deployment, so do not assume that your request cannot be fulfilled.

Be specific about requests. Rather than requesting "personnel" and "supplies," specify what types of each are needed and in what quantities. Responding states will want to know if they should look for engineers, electricians, or other types of personnel. If you are uncertain how much of a resource you may need, estimate.

Use personal contacts to your advantage. If you know of a resource that exists in another state, you can save time by communicating in advance with the owner of that resource. Once you know that it is available, your state Emergency Management Agency must make a formal request to the state with the resource. Please give your state Emergency Management Agency the provider's contact information and the resource request description (what, how many, price, etc.) to facilitate the request.

Look to your closest neighbors first. Assets may be available from all over the country, but your neighboring states may be able to provide the timeliest assistance.

If possible, put out an early advisory through your state Emergency Management Agency and EMAC. This can be done in the early stages of a response to inform other states that your state may use EMAC in the near future to make requests for drinking water and wastewater personnel and equipment if mutual aid is needed. This will give state authorities the opportunity to plan appropriately to meet any potential requests.

Plan ahead. Develop cost estimates for assets that may be deployed along with any logistical needs (personnel, equipment, and length of deployment).

Consider yourself successful if you make your resources available. Sometimes your state may not be the first to respond or you might be asked to stand down due to a changing situation. Do not let these situations discourage you. Consider yourself successful in organizing and staging for being available to help.

Effective Use of Mutual Aid & Assistance

- Fully utilize statewide or intrastate mutual aid and assistance agreements, like WARN.
- Communicate with the appropriate local and state officials to coordinate the response actions and to gain access to the affected area.
- EMAC manages the challenge of addressing interstate response and liability, workers compensation, and reciprocity.
- EMAC is already signed into law and is available to the water sector.

Utilities Helping Utilities Workshop Fact Sheet by the American Water Works Association

- 1. What is Mutual Aid/Assistance?**
 - Mutual Aid/Assistance is one agency helping another based on a written agreement
 - The assistance is provided across jurisdictional boundaries in the event of an emergency

- 2. What is a WARN?**
 - A Water and Wastewater Agency Response Network (WARN) is a network of utilities helping utilities to respond to and recover from emergencies
 - Participation is voluntary
 - There is no obligation to respond
 - There is no cost to participate

- 3. What is the purpose of a WARN?**
 - A WARN establishes an agreement and protocols for sharing resources among water and wastewater utilities statewide
 - A WARN provides a forum for establishing and maintaining emergency contacts
 - A WARN provides access to specialized resources needed to respond to emergencies at water and wastewater systems
 - A WARN can facilitate training that specifically focuses on the exchange of resources during an emergency or drill

- 4. Why is a WARN important?**
 - Utility resources are specialized
 - Utilities must be self-sufficient
 - Utilities must fill the gap before the arrival of government aid

- 5. What does a WARN program provide a utility?**
 - Access to specialized, certified, and knowledgeable utility personnel
 - Access to heavy equipment, tools and supplies used by utilities during normal events

- 6. What are the benefits of a WARN?**
 - There is no cost to participate
 - WARN is like investing in a no cost insurance policy to access resources when needed
 - WARN increases emergency preparedness and coordination
 - WARN enhances access to specialized resources
 - WARN provides a single agreement to access resources statewide
 - WARN expedites arrival of aid (don't have to work out the administrative items; the agreements and WARN protocols work them out in advance for you)
 - WARN agreement contains indemnification and worker's compensation provisions to protect participating utilities and provide reimbursement protocols

- 7. How does a utility get assistance during an emergency?**
 - Currently, each WARN system works differently depending on previous agreements.
 - Initial access may be made directly to other members or through an identified coordination point.
 - As a result of the contact, WARN members are able to match the equipment, skilled labor, and other resources needed with resources other members have available by querying a database, calling members, or using an internet message board to locate those resources
 - Each WARN also provides facilitation in collecting damage assessment and locating resources as needed.
 - Public utilities may also access other resources through local, state, and federal agencies

- 8. Are member utilities required to respond and send resources?**
 - There is no obligation to respond.

9. What happens if a utility sends resources and needs them back?

- Under no circumstances is a utility to send resources if it impacts their ability to manage daily operations or response to its own emergency.
- It is up to the lending utility to determine what resources to send
- Resources remain under the authority of the sending utility, and as such can be recalled any time

10. What happens if equipment on loan is damaged or stolen?

- This may depend on your state's mutual aid/assistance agreement; the lending utility is typically responsible to have insurance in case this happens

11. Are mutual aid and assistance activities eligible for FEMA reimbursement?

- It is important to understand how the FEMA programs work and understand how they apply to mutual aid/assistance in advance; Some key considerations for FEMA reimbursement include:
 - The assistance is requested by the Applicant;
 - The work performed is directly related to the disaster and is otherwise eligible for FEMA assistance;
 - The entity can provide documentation of rates and payment for services, if requested; and
 - The agreement is written and was in effect prior to the disaster.

12. Will a utility be reimbursed for the use of their resources?

- This depends upon the terms that the lending and borrowing utilities agree upon
- In some cases during a federally declared disaster, FEMA may provide reimbursement for equipment, fuel, and personnel used in a disaster

13. How is WARN different from a statewide mutual aid program?

- Statewide mutual aid/assistance agreements frequently require a declaration of a "local emergency" to activate the agreement, WARN agreements do not require the declaration of an emergency, saving critical time in response
- Statewide programs do not include private utilities, WARN agreements do
- For aid to cross state lines coordination with state emergency management is recommend and is typically facilitated by Emergency Management Assistance Compact (EMAC) in coordination with the National Response Plan

14. Is help available for disasters other than hurricanes?

- WARN is available in all types of emergencies
- WARN members can receive assistance anytime their system needs emergency assistance

15. Who should be involved in helping develop a WARN?

- Utility owner/operators
- Professional association representation
- State water and wastewater primacy agency (State health, environmental protection, etc.)
- State emergency management and/or homeland security agency
- US EPA region representation

16. What help is available to form a WARN?

- AWWA report – Utilities Helping Utilities: An Action Plan For Mutual Aid and Assistance Networks for Water and Wastewater Utilities
- AWWA will be holding workshops across the country
- EPA can help with post workshop remote support on a case-by-case basis, depending on available funding and the specific needs of the program. Support could include facilitation of meetings and workshops, administrative support, and answer technical questions.

17. What about setting up an interstate mutual aid program?

- Currently the Emergency Management Assistance Compact (EMAC) is being used by all fifty states to share aid across state lines. The water sector will be working with the administrators of EMAC to ensure that it can be used effectively for the water sector.

WisWARN MUTUAL AID AND ASSISTANCE AGREEMENT

Municipalities are vulnerable to a variety of natural and technological disasters and emergencies, and in times of a disaster or emergency, increased emergency response aid and assistance may reduce injury, damage and loss of life and property.

Section 66.0301 of the Wisconsin Statutes authorizes municipalities to enter into an agreement with other municipalities for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

Municipalities who sign this Agreement desire to join together to create and participate in an intrastate program for mutual aid and assistance for water and wastewater systems called WisWARN.

The purpose of WisWARN is to provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery for water and wastewater systems; to prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons; and to provide for the rapid and orderly rehabilitation of persons and restoration of property.

Section 166.03(7) of the Wisconsin Statutes specifically authorizes municipalities to cooperate to furnish emergency management services.

By signing this Agreement, a Municipality agrees to join and be a Member of WisWARN, and to comply with the understandings, commitments, terms, and conditions for providing and receiving emergency management aid and assistance as set forth in this Agreement.

ARTICLE I DEFINITIONS

- 1.1 Agreement means this WisWARN Mutual Aid and Assistance Agreement.
- 1.2 Authorized Official means an employee, officer, or designee of a Member that is authorized to request assistance; offer assistance; refuse to offer assistance or withdraw assistance under this Agreement.
- 1.3 Effective Date means the date established in accordance with Section 10.1.
- 1.4 Emergency means any occurrence that is, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate internally. An emergency need not be declared pursuant to Chapter 166, Wis. Stats., to be an Emergency under this Agreement.
- 1.5 Member means any Municipality that signs this Agreement.
- 1.6 Municipality means the state or any department or agency thereof, or any city, village, town, county, sanitary district, metropolitan sewage district, sewer utility district, water utility district, municipal electric company, or any commission created by contract under sec. 66.0301, Wis. Stats., located in the State of Wisconsin.

1.7 National Incident Management System (NIMS) means a national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

1.8 Non-Responding Member means a Member that does not provide aid or assistance during a Period of Assistance under WisWARN.

1.9 Period of Assistance means a specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency.

1.10 Requesting Member means a Member who requests aid or assistance under WisWARN.

1.11 Resource List means a list developed by a Member of personnel, equipment, materials and supplies which may be available to other Members during an Emergency.

1.12 Responding Member means a Member that responds to a request for aid or assistance under WisWARN.

1.13 Steering Committee means the WisWARN Steering Committee which is responsible for administering WisWARN. The Steering Committee is not intended to be a separate legal body but rather is a committee of municipalities created by contract under § 66.0301, Wis. Stats.

1.14 WisWARN means the intrastate mutual aid and assistance program established by this Agreement.

ARTICLE II ESTABLISHMENT OF WisWARN

2.1 Establishment of WisWARN. Recognizing that disasters and emergencies may require aid or assistance in the form of personnel, equipment, materials, and supplies from outside the area of impact, the Members hereby establish an intrastate program for mutual aid and assistance to water and wastewater systems called WisWARN. The purpose of WisWARN is to provide a program through which Members coordinate response activities and share resources during emergencies.

2.2 Membership. Any Municipality with a water or wastewater system who signs this Agreement and complies with its terms shall be a Member of WisWARN. The term "Municipality" has the definition set forth in this Agreement. Each Member is entitled to one vote.

2.3 Representation. Each Municipality who signs this Agreement affirmatively represents that it has the legal authority to sign the Agreement, and that it has the capacity to sue and be sued.

**ARTICLE III
ORGANIZATION AND ADMINISTRATION OF WisWARN**

3.1 Organization of WisWARN. An initial meeting of Members shall be held within sixty (60) days after the Effective Date of this Agreement. Members shall be provided with a minimum of twenty (20) days written notice of the first meeting. At the first meeting, Members shall elect four Members to serve as a Working Committee. The Working Committee shall be charged with developing proposed Bylaws for WisWARN. The Bylaws shall, at a minimum, provide that the Steering Committee is to be elected by the Members, the elections are to be held at least once every two years, and that the Steering Committee is to consist of a minimum of eight Steering Committee members, with at least one Steering Committee member from each of the six emergency management regions designated by the State of Wisconsin Division of Emergency Management if possible. The Bylaws shall identify the decisions that may be made by a majority vote of the Steering Committee, the decisions that may be made by a supermajority vote of the Steering Committee, and the decisions that require action by the Members. The Bylaws may also include provisions for designation and oversight of a fiscal agent to receive money and make disbursements under WisWARN. A copy of the proposed Bylaws shall be prepared and provided to all Members no later than six months after the first meeting. A meeting of the full membership shall be held to vote on the Bylaws. Written notice of the meeting shall be provided no later than twenty (20) days prior to the meeting. After approval of the Bylaws, the Steering Committee shall be elected in accordance with the Bylaws.

3.2 Administration by Steering Committee. After a Steering Committee is elected, WisWARN shall be administered by the Steering Committee. The Steering Committee is responsible for preparing and coordinating emergency planning and response activities for WisWARN consistent with this Agreement. The Steering Committee shall meet at least annually to address WisWARN issues and to review and update emergency preparedness and response procedures and protocols. The Steering Committee shall coordinate its work with the State of Wisconsin's emergency management and public health system.

3.3 Maintenance of List of Members. The Steering Committee shall maintain a master list of all Members and the emergency management regions designated by the State of Wisconsin Division of Emergency Management in which they are located.

3.4 Resource List. The Steering Committee shall develop recommendations on the format, information, and input standards for a Member's Resource List. The intent is that the Resource List will identify the personnel, equipment, materials and supplies which may be available from a Member during an Emergency.

3.5 Maintenance of Website. The Steering Committee shall establish and maintain a website which may be accessed by Members. The website shall include the Resource List developed by each Member which identifies the personnel, equipment, materials and supplies which may be available from a Member during an Emergency.

**ARTICLE IV
MEMBER RESPONSIBILITY**

4.1 Authorized Official and Contact Information. Members shall identify an Authorized Official and alternates, and provide contact information including 24-hour access information. Members shall update the information regularly or when changes occur.

4.2 Number of Responders. A Member may designate itself as one singular responding entity or it may identify its water and wastewater systems separately as responding entities. If multiple responding entities are identified, contact information shall be provided for each responding entity. Such designation does not affect a Member's status as a single municipality/ Responding Member under this Agreement.

4.3 Resource List. A Member shall develop a Resource List consistent with the recommendations of the Steering Committee which identifies the personnel, equipment, materials and supplies which may be available from a Member during an Emergency. The Member is responsible to keep its Resource List current and up to date.

ARTICLE V REQUESTS FOR ASSISTANCE

5.1 Member Request. In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance for its water and wastewater system from another Member. Requests for assistance may be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the other Member. Specific protocols for requesting aid shall be developed by the Steering Committee and be available through the WisWARN Website.

5.2 Response to a Request for Assistance. Members are not obligated to respond to a request for assistance. However, after a Member receives a request for assistance, the Authorized Official shall evaluate whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member should inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

5.3 Discretion of Responding Member's Authorized Official. Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. The decision of a Member's Authorized Official on the availability of resources shall be final.

ARTICLE VI RESPONDING MEMBER PERSONNEL

6.1 National Incident Management System. When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under the NIMS.

6.2 Personnel. During the Period of Assistance, employees of a Member remain employees of that Member. Personnel sent by a Responding Member shall remain under the direct supervision of the Responding Member. The Requesting Member's Authorized Official shall have operational control of the overall Emergency response and shall coordinate response activities with the designated supervisor(s) of the Responding Member(s) in accordance with NIMS. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.

6.3 Food and Shelter. Responding Member's personnel must be self sufficient for up to 72 hours. When practical, the Requesting Member shall assist in supplying reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member's personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided in the following sentence, the cost for such resources must not exceed the State per diem rates for that area. To the extent food and shelter costs exceed the State per diem rates for the area, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Reasonable and necessary costs associated with providing food and shelter, if such resources are not provided, shall be reimbursed in accordance with Article VII.

6.4 Communication. The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radios in order to facilitate communications with other responders and the Requesting Member's personnel.

6.5 Status. To the extent provided by law, whenever the Responding Member's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of the Responding Member.

6.6 Licenses and Permits. To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

6.7 Right to Withdraw. The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason at the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

ARTICLE VII COSTS OF RESPONSE AND COST REIMBURSEMENT

7.1 Cost Reimbursement to Responding Member. Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Responding Member for the categories of costs listed in Sections 7.2 to 7.4 incurred during the specified Period of Assistance. The Responding Member shall track, record and submit its costs incurred during the specified Period of Assistance as provided in Sections 7.2 to 7.4. Failure to accurately track and record costs using the indicated categories may hamper the Responding Member's ability to qualify for or receive state, federal or third party disaster funding should such funding become available. If a Responding Member agrees to not seek cost reimbursement from a Requesting Member, the Responding Member need not track and record its costs as provided in Sections 7.2 to 7.4.

7.2 Personnel Costs. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Responding Member's personnel costs shall be calculated according to the terms provided in Responding Member's employment contracts or other conditions of employment for work.

Reimbursement requests may include all personnel costs, including salaries or hourly wages, contributions for fringe benefits, and indirect costs.

7.3 Equipment and Equipment Costs. Responding Member's costs for equipment used during the specified Period of Assistance shall include, but not be limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading and/or unloading of loaned equipment. Rates for equipment use shall be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates unless the Members agree, in writing, to different rates prior to the Responding Member supplying the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Responding Member may claim reimbursement from Requesting Member for such rental costs. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances.

7.4 Costs for Materials and Supplies. Responding Member's cost for expendable or non-returnable materials and supplies shall be based on in kind or actual replacement costs, plus handling charges. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage may be treated as expendable supplies for purposes of cost reimbursement.

7.5 Payment Period for Cost Reimbursement. In order to receive cost reimbursement, the Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Responding Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.

7.6 Records. Each Requesting Member and their duly Authorized Officials shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

ARTICLE VIII RISK ALLOCATION

8.1 Immunity. All Members are governmental entities entitled to governmental immunities under law, including but not limited to Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and defenses to which each Member may be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Section 893.80, Wis. Stats.(2005-2006), or any subsequent amendments thereof.

8.2 Member Responsible for Own Actions. Each Member shall bear the risk of its own actions, as it does with its day-to-day operations.

8.3 Employee Claims. The employees of a Responding or Requesting Member shall be covered by his or her employing Member for purposes of worker's compensation, unemployment insurance, and benefits under ch. 40 Wisconsin statutes regardless of whether their Member employer is a Responding or Requesting Member.

8.4 Insurance. Members shall maintain insurance policies or maintain self insurance programs that cover activities that it may undertake by virtue of membership in WisWARN.

8.5 Survival of Obligations. The obligations set forth in this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX DISPUTES

9.1 Disputes. If any controversy or claim arises out of, or relates to, the execution of this Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Members shall attempt to resolve the dispute by negotiation.

ARTICLE X EFFECTIVE DATE; MODIFICATION; TERMINATION

10.1 Effective Date for Establishing WisWARN. In order to be effective, four (4) Municipalities must sign this Agreement to join WisWARN. The Effective Date for establishing WisWARN shall be the date on which the fourth Municipality signs the Agreement to join WisWARN.

10.2 New Members. Municipalities may join WisWARN by signing this Agreement. After the Effective Date established by Section 10.1, a Municipality shall become a WisWARN Member upon signing the Agreement.

10.3 Termination of Member. A Municipality's membership in WisWARN shall be terminated, in accordance with procedures established by the Steering Committee, if the Municipality fails to meet the Member's Responsibilities under Article IV.

10.4 Withdrawal of Member. A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Steering Committee. Withdrawal takes effect 60 days after the Steering Committee receives the notice.

10.5 Effect of Termination or Withdrawal of Member. A Member's termination or withdrawal from this Agreement shall not affect in any way any liabilities or obligations incurred under the terms of this Agreement, including but not limited to a Member's duty to reimburse a Responding Member for costs incurred during a Period of Assistance. A Member's termination or withdrawal shall not affect the continuing existence of this Agreement among the remaining Members.

10.6 Modification of Agreement. No provision of this Agreement may be modified, altered or rescinded by individual Members to the Agreement. The process for modifying the Agreement shall be established in the Bylaws, and at a minimum shall require a two-thirds (2/3) majority vote of Members. Approved modifications take effect thirty days after the vote of the Members.

10.7 Termination of WisWARN. WisWARN shall continue in effect as long as there are at least four Members. In the event there are fewer than four Members, WisWARN shall terminate. The process for handling the termination of WisWARN shall be established in the Bylaws.

ARTICLE XI MISCELLANEOUS

11.1 Prior Agreements. If a Member requests or provides assistance for a water or wastewater system under WisWARN for a Period of Assistance, the terms of this Agreement shall supersede all prior agreements between the Requesting Member and the Responding Member related to the request or provision of assistance for water or wastewater systems to the extent that such prior agreements are inconsistent with this Agreement.

11.2 Severability. The Members agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Members shall be construed and enforced as if the Agreement did not contain the invalid term or provision.

11.3 Waiver. Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

11.4 Headings. The headings of various articles and sections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

11.5 Prohibition on Third Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and without effect.

11.6 No Joint Venture. This Agreement does not establish or evidence a joint venture or partnership between the parties.

11.7 Execution of Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto were upon the same instrument.

SIGNATURE PAGE

In consideration of the covenants and obligations set forth in this Agreement, the Municipality listed below manifests its intent to be a Member of WisWARN, and agrees to comply with the understandings, commitments, terms, and conditions set forth in this Agreement, by executing this Agreement on this _____ day of _____ 20_____.

NAME OF MUNICIPALITY

By: _____ Witness: _____

Title: _____ Title: _____

Please Print Name

Please Print Name

Approved as to form and legality

By: _____
Attorney of Member

Please Print Name

Appendix A
Emergency Contact Information for Member Responders

MUNICIPALITY SERVED:

The (City, Village, Town, County, Commission, District, etc.) of _____
_____, located in the County(s) of _____

State number of responding entities that will be listed with this Municipality: _____

Date Emergency Contact Information Provided: _____

Name of Member's Voting Representative _____

First Responding Entity: _____

Primary Contact
Authorized Official/Title: _____

Email Address: _____

Mailing Address: _____

City/State/Zip: _____

Office Phone: _____ Fax: _____

Emergency/After Hours Phone: _____

Secondary Contact
Name/Title: _____

Email Address: _____

Mailing Address: _____

City/State/Zip: _____

Office Phone: _____ Fax: _____

Emergency/After Hours Phone: _____

Second Responding Entity: _____

Primary Contact

Authorized

Official/Title: _____

Email Address: _____

Mailing Address: _____

City/State/Zip: _____

Office Phone: _____ Fax: _____

Emergency/After Hours Phone: _____

Secondary Contact

Name/Title: _____

Email Address: _____

Mailing Address: _____

City/State/Zip: _____

Office Phone: _____ Fax: _____

Emergency/After Hours Phone: _____

List additional Responding Entities as needed with the requested contact information.

