

MEMORANDUM OF UNDERSTANDING

Between and the

A. Purpose

The purpose of the Memorandum of Understanding (MOU) is to define a cooperative working relationship between _____ and _____ (PVO) for the purpose of registering and referring spontaneous volunteers for _____ immediately following a major emergency or disaster. This memorandum outlines how the PVO will render assistance to provide this service following a major disaster in _____

B. The Role of The PVO

When activated, the PVO will provide services to register and refer volunteers immediately following a major emergency or disaster.

The PVO will consider any request to activate during both the response and recovery periods following a major disaster.

Representatives of _____ Emergency Management may request the PVO to activate.

The PVO executive staff will determine activation capabilities based on assessment of available staff and resources.

The PVO will maintain its independent authority to determine activation and will make every effort to respond to a request for activation within 24 hours from the time of request.

5. The PVO will act as a referral agent only and will not be responsible for screening volunteers.
6. _____, in utilizing a disaster volunteer referred by the PVO, assumes liability for working with the volunteer and is responsible for screening and determining if the volunteer is appropriate for their organization.
 - a) This remains true for any organization to which the PVO refers volunteers, including all government and public service organizations.
 - b) When screening is required the PVO will coordinate with _____ to provide for screening stations during the volunteer registration process.

C. Methods of Cooperation

The PVO will support emergency response organizations by providing a system for registering and referring spontaneous volunteers in support of the Volunteer Management Response Checklist.

1. If the PVO is activated, they will assist in creating a Volunteer Reception Center to meet these needs throughout
 - a. _____ may help the PVO provide these services by providing alternate locations, and, if necessary, equipment and supplies for operating a Volunteer Reception Center.
2. The PVO will communicate with the emergency operations centers (EOC) via phone, amateur radio, messenger, and/or in person.
3. This coordination between the _____ and the PVO does not impose any administrative authority or fiscal control by government or its emergency organizations over the PVO, its policies, volunteers or employees; nor does it empower the PVO to encroach upon, invade, or substitute for local government statutory obligations to plan, prepare for and respond to, disaster situations within its jurisdictions.
4. Nothing in this agreement will serve to limit the ability of _____ to recruit or use volunteers on any basis.

D. Cost Recovery Section

In the event that _____ declares a state of emergency, and obtains a presidential declaration, the PVO may be eligible for recovery of documented costs beyond normal operating expenses as deemed appropriate by administering state and federal agencies. Emergency Management will assist with this recovery of documented costs.

E. MOU Costs

_____ will not be liable for any of the operating expenses of the PVO, emergency or otherwise as a result of this MOU. The PVO will pay for its own normal operating expenses and will receive no compensation from _____.

F. Term of Memorandum

This Memorandum of Understanding will be in effect as of the date below and will remain in effect until _____ or 30 days after written notification from either party that they desire to terminate the MOU. Either the five-year term or notification of termination from either party, whichever occurs first, will terminate the MOU.

G. Indemnification*

The parties agree that all losses or liabilities incurred by either Party as a result of the Party's performance of its responsibilities under this MOU will not be shared pro rata but instead the parties agree that each Party will hold the other harmless from any claim, expense or cost, damage or liability arising out of, or in connection with, the performances of its responsibilities pursuant to this MOU.

H. Amendments

Amendments to the terms and conditions of this MOU will be effective only upon mutual agreement in writing by the parties hereto. Jurisdiction Emergency Management has the authority on behalf of _____ to execute any amendments pertaining to the operational issues of this agreement.

I. Independent Contractor

The PVO will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein will be considered as creating a partnership or joint venture between this local government and the PVO. No person performing any of the work or services described hereunder will be considered an officer, agent, servant, or employee of a local government, agency, nor will any such person be entitled to any benefits available or granted to local government employees.

J. Other Agreements

This MOU places no restrictions on either party from participation in similar agreements and/or activities with other public or private entities.

K. Insurance*

Each party will maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage or liability arising out of the performance of its responsibilities pursuant to this MOU.

*** These two items will warrant further discussion between the parties to the MOU.**

Notices

All notices required to be given pursuant this MOU will be in writing and will be delivered in person, delivered by electronic facsimile, or deposited in the United States mail, certified mail, return receipt requested, addressed to the parties as set forth below:

Jurisdiction
Emergency Management
Address
Phone
Fax

Partner Voluntary Organization
Address
Phone
Fax

In Witness Whereof, _____, and the Partner Voluntary Organization have executed this MOU on the dates indicated below.

Entered into agreement by

Jurisdiction

Partner Voluntary Organization

Name, Title

Name, Title

Signature

Signature

Date

Date



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott Walker, Governor
Cathy Stepp, Secretary

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711

Month Day, Year

Subject: Delegation of Authority for Natural Disaster

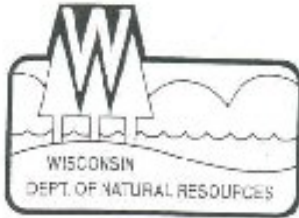
To: Enter Name of Incident Commander

I hereby delegate the Incident Management Team, of the Wisconsin Department of Natural Resources, authority of enter general job duties on enter date for use on enter incident name and location. You are charged with the management responsibilities within the authority, regulations, and policies of the State of Wisconsin, Department of Natural Resources, Division of Forestry, for adhering to guidelines and considerations for the specific objectives seen below. All questions concerning the use of this personnel and any additional information should be directed to enter name and phone number.

Principle Objectives:

1. Provide for Safety of Personnel and the Public
2. Primary Disaster Objectives- Enter specific primary objectives to be filled by the Department of Natural Resource staff [evacuation, right-of-way cleanup, general cleanup, volunteer management, etc.]
3. Secondary Disaster Objectives- Enter specific secondary objectives to be filled by the Department of Natural Resource staff [evacuation, right-of-way cleanup, general cleanup, volunteer management, etc.]
4. Costs- Enter how transportation, equipment, and other costs will be paid for
5. Volunteer Management Guidelines-
6. Communications- Enter how best to communicate with staff (radio, cells, etc.)
7. Restrictions of Staff- Enter any areas where staff cannot work or equipment use restrictions
8. Additional Resource Ordering- Enter who to contact if additional staff is needed
9. Any Additional Goals- Enter any additional goals you feel should be addressed by the Department of Natural Resources

Enter your name



State of Wisconsin | DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-263-2621
FAX 608-267-3579
TTY Access via relay - 711

Subject: Delegation of Authority to the Department's Incident Management Team

To the Department of Natural Resources:

I hereby request the assistance from a Wisconsin Department of Natural Resources Incident Management Team and will assign authority to organize and manage volunteer from June 11th until June 15th in Sauk County. Under this delegation, you are asked to accept management responsibilities within the authority, regulations, and policies of the State of Wisconsin, Department of Natural Resources, Division of Forestry, to achieve the specific objectives listed below. All questions concerning the use of WDNR personnel and assigned resources should be directed to John Nielsen, 608-963-2599.

Extended to June 18th
John Nielsen

Principle Objectives:

1. Provide for Safety of Personnel and the Public
2. Primary Disaster Objectives- Organize and manage registration and dispatch of volunteers to various Sauk County sites to assist with clean-up of flood and rain related damage in Sauk County.
3. Operate with prudent and reasonable cost expenditures on behalf of the requesting agency.
4. Maintain documentation and reporting requirements for the County of Sauk as represented by and agreed with the Sauk County Office of Emergency Government.
5. Return authority to the County of Sauk as represented by the Sauk County Office of Emergency Government as explained in the Agency Administrator's Briefing.
6. Allow any other duties as deemed reasonable and prudent by the DNR Incident Management Team.

All conditions listed above are agreed upon contingent of approval of the Agency Administrator's Briefing by both parties.

Requesting Executive Officer or designee:

Receiving WDNR representative:

Agency/Jurisdiction: County of Sauk

DNR Incident Commander: John Nielsen

Printed Name: MARTIN F. KRUEGER
County Board Chair

Printed Name: John Nielsen

Signature: Martin F. Krueger

Signature: John Nielsen

Date: 6/12/08

Date: 6-12-08

*Add additional signatures for each requesting Executive Officer or designee if IMT authority will cross jurisdictional boundaries.