

ITEM#: 14  
DATE: 07-28-20

## **COUNCIL ACTION FORM**

**SUBJECT: STAFF PARTICIPATION AS MEMBER OF THE IOWA HOMELAND SECURITY TYPE III EMERGENCY INCIDENT MANAGEMENT TEAM**

### **BACKGROUND:**

Public Works staff member Ben McConville, GIS Coordinator, has been participating as a member of the Iowa Homeland Security's (HLS) Type III All-Hazards Incident Management Team (IAIMT) since 2010. The IAIMT is a one of HLS's special teams and made up of state, local and federal employees from across the State. The team's purpose is to stand ready to provide on-scene incident management support during incidents or events that exceed a jurisdiction's capacity. The team trains and operates under the National Incident Management System (NIMS) and Incident Command System (ICS) framework.

Mr. McConville currently serves as the GIS/Situation Unit Leader within the Planning section. Membership requires employers to sign a Memorandum of Understanding (attached) stating their support for employee involvement. There are no direct costs to the City. This entails approving employee leave for quarterly meetings and at least one multi-day training event annually. If deployed, either FEMA or the State assumes responsibility for costs associated with the deployment including medical, work related injury, travel, benefits, and employee wages. Salary and benefits are reimbursed to the City for time actively deployed.

Since the IMT's inception, the City has supported up to 4 City staff from Police, Fire and Public Works participating on the IMT, most of whom also fill roles in the City's Emergency Operations Center.

### **ALTERNATIVES:**

1. Approve Ben McConville's participation on the State of Iowa Type III All-Hazards Incident Management Team.
2. Do not approve staff participation on the State of Iowa Type III All-Hazards Incident Management Team.

### **MANAGER'S RECOMMENDED ACTION:**

The City benefits from participation on the IAIMT by having staff members with in-depth and current training in Incident Management, ICS, and NIMS framework. Furthermore, the City benefits from having staff more closely connected with potential State resources should a local emergency incident require this level of response and coordination.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

**Agreement Between  
Iowa Department of Homeland Security and Emergency Management  
And  
The City of Ames**

An agreement entered into by and between the Iowa Department of Homeland Security and Emergency Management (HSEMD) and The City of Ames, hereafter referred to as the Participating Agency/Employer.

**I. PURPOSE**

To formalize HSEMD approval and support for a specialty team and its deployment as a resource to supplement and enhance disrupted or overburdened local emergency and disaster operations during times of an emergency or disaster and to provide assistance to other states pursuant to the Interstate Emergency Management Assistance Compact, as described in Iowa Code §§ 29C.8(f), 29C.21

Furthermore, to delineate responsibilities and procedures for the IA-IMT, a Homeland Security and Emergency Response Team, activated under the authority of Iowa Code § 29C.8 and 605 Iowa Administrative Code Chapter 12.

When a pre-planned event, emergency or disaster exceeds the capability of a local government and existing mutual aid, state assistance may be required. Historically, local jurisdictions cannot deploy sufficient Incident Command System (ICS) staff to plan and manage the operation due to the lack of trained personnel or due to a protracted situation that requires a continuous 24/7 ICS operation.

An Incident Management Team (IMT) is comprised of appropriate ICS Command and General Staff and support personnel. Through Iowa HSEMD, a local jurisdiction can receive ICS support through an IMT. Iowa's IMT will thus be comprised of qualified ICS specialists who will be available for rapid assembly and deployment to a disaster area to provide ICS support.

**II. SCOPE**

The provisions of this agreement apply to IA-IMT activities performed at the request of the State of Iowa provided at the option of the participating agency/employer. These activities may be in conjunction with, or in preparation of, a state or federal declaration of disaster or otherwise upon the direct authorization by the HSEMD Director, or his/her designee.

The scope of this agreement also includes training activities mandated by Iowa HSEMD and IA-IMT to maintain IA-IMT operational readiness.

The parties agree that the following employee of the participating agency/employer is an approved member of the IA-IMT, an Iowa HSEMD recognized specialty team authorized under Iowa Code § 29C.8(f):

Ben McConville

By executing this agreement the parties acknowledge the mutual benefit obtained by both parties through the employee's membership in the IA-IMT. By executing this agreement, the participating agency/employer indicates its support and approval for the membership of the employee listed above as members of the IA-IMT.

### III. DEFINITIONS

- A. **Activation:** the process of mobilizing IA-IMT members to deploy to a designated disaster site. When the IA-IMT responds to a mobilization request, the member is required to arrive with all equipment and personal gear to the designated Meeting Point (MP) within four hours of activation notice. The time at which the IA-IMT member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to IA-IMT activities shall begin. For activations involving pre-deployment of members in anticipation of an event, the time at which personnel costs to be charged to IA-IMT activities shall be determined by the Designated Team Leader (DTL) of IA-IMT and/or his/her designee.
- B. **Activation Order:** A written HSEMD directive specifically authorizing the identified specialty team to act while receiving benefits of this agreement and Iowa law in the following instances: 1) During the course of a disaster declared by the Iowa Governor pursuant to Iowa Code § 29C.6(1); 2) For select training or exercise activities specifically authorized by HSEMD that will benefit local jurisdictions during a disaster; or 3) Otherwise upon the direct authorization by the HSEMD Director, or his/her designee. The HSEMD activation order shall be in written form and shall designate the scope, location, expected duration or time frame, and other details deemed necessary to describe the nature of the activation.
- C. **Covered Benefits:** The benefits authorized by law pursuant to Iowa Code § 29C.8 (f) (1), including workers' compensation, and death benefits consistent with the provisions of Iowa Code Chapters 85, 410, 411 as appropriate, for team members while deployed pursuant to a HSEMD activation order.
- D. **Demobilization:** The process of returning IA-IMT members and equipment to a ready state upon notification from HSEMD to stand down following a team activation.
- E. **Designated Team Leader:** This individual will serve as the general point of contact for his/her team when not deployed.
- F. **Eligible Costs:** Costs incurred by the IA-IMT, its members, or the members' employers during a state deployment which are eligible for HSEMD reimbursement as allowed by law and as described in Part VI of this agreement.
- G. **HSEMD:** Iowa Department of Homeland Security and Emergency Management
- H. **HSEMD Liaison:** Designated HSEMD employee assigned with coordinating the logistical needs of the IA-IMT during deployment, training, and non-active situations. This individual also sits on the IA-IMT Executive Council.
- I. **IA-IMT Advisor:** An informally selected person, usually with a significant amount of IMT and/or ICS experience, who is charged with sitting on the IA-IMT Executive Council. This person uses his or her unique insight to help guide decisions that relate to IA-IMT.

- J. IA-IMT Executive Council:** An advisory body made of the Designated Team Leader(s), at least one IA-IMT Advisor, and the HSEMD Liaison. While the group does not have formal decisive authority, the council provides a venue for presenting individual and group concerns and to advise HSEMD as to how best to manage IA-IMT.
- K. Participating Agency/Employer:** the IA-IMT Member's employer, which by execution of this agreement, has provided official sanction of IA-IMT and supports the IA-IMT members' involvement within IA-IMT.
- L. Member:** An individual who has been formally accepted into Iowa Incident Management Team, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance of necessary training and fitness.
- M. Membership Roster:** A current listing of all approved IA-IMT members and such other identifying information that HSEMD shall require in order to compensate members of the IA-IMT or their employers for activities under this agreement.
- N. State:** for the purpose of this agreement, the State of Iowa through the Department of Homeland Security and Emergency Management.
- O. Specialty Team:** A homeland security and emergency response teams as defined in Iowa Code 29C.8 (f) (1) and 605 Iowa Administrative Code Chapter 12 and approved and recognized by Iowa HSEMD. In respect to this agreement, the specialty team is the Iowa Incident Management Team and composed of members set out in its membership roster. The purpose of the specialty team is to provide incident support or management to local emergency management agencies during a disaster.
- P. HSEMD/IA-IMT Sponsored Training:** training and/or exercises performed at the direction, control and funding of HSEMD and in coordination with IA-IMT.
- Q. IA-IMT Sanctioned Training:** training and/or exercises performed at the direction, control and funding of a participating agency or IA-IMT Member in order to develop and maintain the IA-IMT capabilities of the Member and the IA-IMT. IA-IMT sanctioned training shall be coordinated with IA-IMT/HSEMD staff and receive written authorization to conduct such training prior to the start of the training.
- R. Incident Management Team (IMT):** specialized tactics, personnel and equipment suited to the unique Incident Command System sustainability problems associated with natural or man-made disasters.

#### IV. RESPONSIBILITIES

- A.** IA-IMT and HSEMD shall be responsible for the following:
  1. Recruiting and organizing an IMT, according to guidelines prescribed in the DHS/FEMA/HSEMD and U.S. Fire Administration Guidance.
  2. Administrative, financial and personnel management as they relate to IA-IMT. Performing all financial agreements as set forth herein.

3. Providing training to IA-IMT members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
4. Developing and maintaining procedures for notification, mobilization, demobilization, training and exercise, reimbursement, after-action debriefing, and other team activities. Signed acknowledgements from all IA-IMT members agreeing to comply with all team procedures will be maintained by the IA-IMT.
5. Providing uniforms, certain equipment, and other materials as required by IA-IMT and deemed necessary by HSEMD for IA-IMT to properly and safely function.
6. Providing all forms and resource materials necessary to conduct safe and effective IA-IMT operations.
7. Coordinating between HSEMD, participating agencies/employers, other relevant governmental and private entities and the individual members of IA-IMT.
8. Maintaining a primary contact list for all IA-IMT members.
9. Maintaining personnel files on all members of IA-IMT for the purpose of documenting training records, emergency notification and other documentation as required by HSEMD.

**B.** The participating agency/employer shall be responsible for:

1. Maintaining a roster of all its personnel participating in IA-IMT activities.
2. Providing a primary point of contact to IA-IMT for the purpose of notification of IA-IMT activities.
3. Providing administrative support to employee members of IA-IMT, i.e. "time off" when fiscally reasonable to do so for IA-IMT activities such as training, meetings and actual deployments.
4. Develop an internal policy with employee members of IA-IMT for the Participating Agency to receive costs paid/reimbursed to IA-IMT members that were originally paid by the participating agency. This is necessary as HSEMD policy is to reimburse individuals for costs incurred rather than the participating agency. Thus, individual members and participating agencies will need to coordinate transfer of this payment.

**V. TRAINING, EXERCISES AND OTHER ACTIVITIES**

**A. HSEMD Sponsored Training and Exercises**

1. Periodically IA-IMT members will be required to attend HSEMD-sponsored functional training. HSEMD-sponsored functional training shall be performed at the direction, control and funding of HSEMD in order to develop the technical skills of the IA-IMT and its members.

**B. IA-IMT Sanctioned Training and Exercises**

1. Periodically IA-IMT members will be encouraged and/or invited to attend IA-IMT sanctioned training and/or exercises. IA-IMT sanctioned training and exercises may be performed at the direction, control and funding of HSEMD, a Participating Agency/Employer or the State of Iowa in order to develop and maintain the capabilities of the IA-IMT and its members.
2. During IA-IMT sanctioned training and exercises, IA-IMT members who are not employees of a component of a Sponsoring Organization or another agency of the State shall be considered employees of the state for tort claim purposed under Chapter 669. Furthermore, Disability, Worker's Compensation and Death Benefits shall be paid by the State of Iowa in a manner consistent with the provisions of the Code of Iowa, Chapters 97A, 97B, 410, 411 & 85 respectively, to those IA-IMT members to whom these codes apply.

#### **C. Other IA-IMT Activities**

1. During any other IA-IMT activities that are not considered an IA-IMT sanctioned or IA-IMT sponsored training as defined in Section III of this agreement, to include meetings of IA-IMT leadership and IA-IMT membership as a whole, IA-IMT members shall be considered employees of their participating agency/employer. Those participating nongovernmental and local government IA-IMT members are NOT considered employees of the state during these activities.

#### **D. Minimum Training Requirements**

1. All IA-IMT members are required to meet minimum selection criteria (completion of the Emergency Management Institute's IS-100 and IS-200 or their equivalent).
2. All IA-IMT members are required to maintain the skills and abilities identified in the position description requirements (PD). IA-IMT members are encouraged to attend 100% of the HSEMD sponsored and sanctioned training opportunities provided for their assigned IA-IMT position. Failure to attend training opportunities may result in dismissal from the IA-IMT. Exceptions may be granted at the discretion of HSEMD.

### **VI. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT**

#### **A. Reimbursement of Participating Agencies/Employers**

*(Disclaimer: As the costs associated with IA-IMT deployment may present a burden to team members, it is suggested that Participating Agencies/Employers establish policies to pay member deployment costs up front pending reimbursement from the State.)*

1. State of Iowa may reimburse participating agencies/employers for all activated personnel expenses incurred during a state-approved deployment. These expenses must align with the use of state emergency response teams as defined in rule 605-12.4(29C). All personnel expenses must be submitted in a manner determined by the HSEMD Director.
2. IA-IMT/HSEMD will not reimburse the Participating Agency/Employer for cost of backfilling IA-IMT members while activated.

## **B. Other Reimbursements**

1. IA-IMT members may be reimbursed for reasonable personal costs associated with operations and maintenance of the IA-IMT during a state or federal activation. Certain reimbursements MAY be restricted to established State rates: per diem meals, mileage, etc.
2. Emergency procurement of IA-IMT materials, equipment and supplies purchased and consumed by IA-IMT members in providing requested assistance may be reimbursed on a replacement basis. Prior approval by HSEMD and IA-IMT leadership must be obtained and original receipts for such items shall be submitted to HSEMD.
3. No IA-IMT Member or the participating agency/employer shall be reimbursed for costs incurred by activations that are outside the scope of this agreement.
4. All financial commitments herein are made subject to availability of funds from the State/HSEMD and/or DHS/FEMA.

## **VII. MISCELLANEOUS CONDITIONS, AMENDMENTS AND TERMINATION**

- A. Conditions:** Nothing contained in this agreement shall be construed to compel any IA-IMT member to respond to any request for mobilizations and deployment when, in the opinion of the IA-IMT member or their participating agency/employer, the IA-IMT member is required to perform emergency services in his or her own jurisdiction.
- B. Amendment:** This document may be modified or amended only with the written agreement of all parties, and all amendments will be attached to this Agreement.
- C. Termination:** Any party, upon 30 day written notice, may withdraw from these provisions.
- D. Duration:** This agreement will continue in force until terminated by one or all parties.
- E. Compliance with Applicable Laws:** IA-IMT and its members agree to comply with all applicable local, state and federal laws and administrative rules while deployed under this agreement.
- F. Limitation of Scope:** No separate legal or administrative entity is created by this agreement.
- G. Other Agreements:** This agreement supersedes any other agreement that HSEMD has with the IA-IMT or any of its members.
- H. Precedence:** Nothing in this agreement shall take precedence over Iowa Code or Administrative Rules governing homeland security and emergency response teams, including authorities and requirements found in Iowa Code § 29C.8 and 605 Iowa Administrative Code Chapter 12. In instances where discrepancies between this agreement and Iowa Code are found, Iowa Code shall take precedence.
- I. Non-Discrimination:** IA-IMT complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, IA- IMT will not discriminate against any employee or IA-IMT Member on

the grounds of race, color, religion, sex or national origin. In addition the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age or economic status.

#### **VIII. LIABILITY AND WORKERS' COMPENSATION FOR STATE ACTIVATION ONLY**

- A.** During any period in which the State of Iowa Department of Homeland Security and Emergency Management activate IA-IMT, or during any training sponsored or sanctioned by IA-IMT and approved by HSEMD, a participating nongovernmental IA-IMT member or local government IA-IMT member is considered an employee of the State for purposes of the State Tort Claims act, Chapter 669, Code of Iowa. Furthermore, Disability, Worker's Compensation and Death Benefits shall be paid by the State of Iowa in a manner consistent with the provisions of the Code of Iowa, Chapters 97A, 978, 410, 411 & 85 respectively, to those IA-IMT members to whom these codes apply.



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Participating Agency/Employer and HSEMD hereby acknowledge that they have read and understand this entire Agreement. All oral or written Agreements between the parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein. Participating Agency/Employer and HSEMD agree to abide by all terms and conditions specified herein and certify that the information provided to IA-IMT is true and correct in all respects to the best of their knowledge and belief. This Agreement is entered into by and between the parties listed below:

**IA-IMT SIGNATURE PAGE**  
(Please use black or blue ink)

**Iowa Department of Homeland Security and Emergency Management**

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V. Joyce Flinn  
Director

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Date

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**The City of Ames**

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Authorized Signature

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Printed Name/Title

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Date