

IAMU Mutual Aid Program Agreement

Article I. Purpose

The Iowa Association of Municipal Utilities (IAMU) Mutual Aid Program is intended as the primary mutual aid program for participating utilities.

Article II. No obligation to respond

Acceptance of this agreement does not obligate a participating utility to respond to a mutual aid request.

Article III. Coordination of mutual aid efforts

IAMU Mutual Aid Program identifies Mutual Aid Coordinators for the different types of utilities and/or geographic regions. Mutual Aid Coordinators coordinate mutual aid efforts between participating utilities needing assistance and those offering assistance; and between regions when required.

Article IV. Standard charges

1. Labor charges:

The participating utility giving assistance will bill labor charges at actual cost, including payroll-related overhead not to exceed 35%. Meals and lodging for workers, if required, will be provided by the utility requesting assistance.

2. Equipment and materials:

Charges for use of utility equipment shall not exceed the rates published by IAMU. Fuel and oil used by equipment in the recovery process will be supplied by the assisted utility. A fuel tank "fill-up" will also be provided by the assisted utility for trucks returning home after providing assistance.

For equipment that is driven, time charged includes travel time. For equipment that is hauled, time charged is based on hours of actual use in the assisted community.

All other materials supplied by the city providing assistance will be billed at replacement cost for a comparable item without additional markup for overhead.

In the event of an accident, insurance deductibles are paid, up to a maximum of \$1,000, by the assisted utility.

Article V. Liability

Officers or employees of a participating utility rendering aid in another participating utility jurisdiction pursuant to the IAMU Mutual Aid Agreement shall be considered agents of the assisted utility for tort liability and immunity purposes and a participating utility or its officers or employees rendering aid in another jurisdiction pursuant to this Agreement shall not be liable on account of any act or omission in good faith on the part of the forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection with the aid. Good faith in this article shall not include willful misconduct, gross negligence, or recklessness.

Article VI. Workers' compensation

Each participating utility shall provide for the payment of workers' compensation and death benefits to injured members of the emergency forces of that participating utility and representatives of deceased members of the emergency forces in case the members sustain injuries or are killed while rendering aid pursuant to this Agreement, in the same manner and on the same terms as if the injury or death were sustained within their own jurisdiction.

Article VII. Disputes

Disputes between two or more participating utilities arising from participation in this Agreement, which cannot be settled through negotiation shall be submitted to arbitration before a panel of three persons chosen from the members of this Mutual Aid Agreement who are participating utilities, excluding those members that are parties to the dispute. Each party to the dispute shall choose one panel member and those panel members shall agree on one additional panel member. The panel shall adopt rules of procedure and evidence, shall determine all issues in dispute by majority vote and shall assess damages. Parties participating in this Agreement shall agree to use arbitration as a forum to resolve their disputes, and hereby agree to comply with the decisions of the arbitration panel.

Article VIII. Right to withdraw

A Participating Utility shall have the right to withdraw from this agreement upon notification in writing to Iowa Association of Municipal Utilities. Withdrawal shall not affect obligations for mutual aid provided or received prior to the notice.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utility listed herein, as a Participating Utility, duly executes this IAMU Mutual Aid Agreement this _____ day of _____, 2____.

Name of Utility: _____

By: _____

Name & Title: _____ Date: _____

Footnote for IAMU members who have signed the Statewide Mutual Aid Compact (SMAC) created in Iowa Code section 29C.22: This agreement shall be deemed to be a supplementary agreement, as described in the SMAC documents.