Hiawatha!™

F2

Memo;

Honorable Mayor and City Council

IOWARN is a network of Water and Wastewater communities that are willing to assist other communities in times of needs, crisis, or assistance. This is a voluntary, no fee and no commitment to respond. Assistance could be in the form of equipment, common or specialized, and labor. IOWARN also is consistent with National Incident Management Systems. In November 2017, I presented this program to the Water Board. The Water Board agreed and thought it would be a good program in the event we could offer assistance or be offered assistance. I have had the City Attorney Mark Parmenter, and also the City Insurance carrier review and approve the language outlined in by IOWARN.

I think this is a great opportunity for the City of Hiawatha and Hiawatha Water Department to be part of a program that supports and aids other communities.

Thank you,

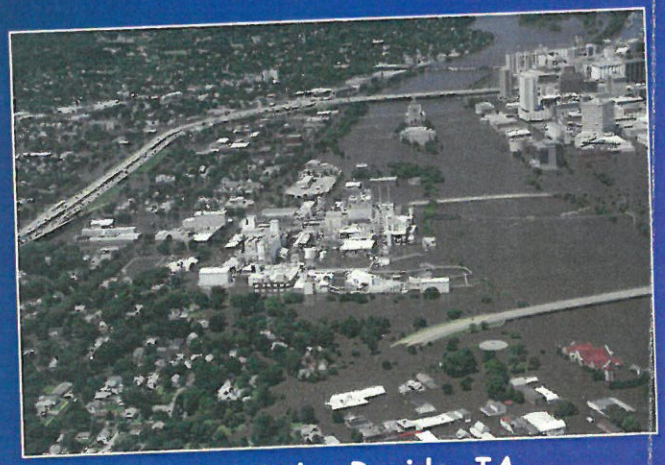
Marty Recker

Marty Recker

Hiawatha Water Department

WATER DEPARTMENT • P.O. BOX 485 • HIAWATHA, IA 52233-0485 • PHONE (319) 393-5556 • FAX (319) 393-1516

Utilities Helping Utilities



Cedar River, Cedar Rapids, IA

WHAT IS IOWARN?

Iowa's Water/Wastewater Agency Response Network is the formalized system of "utilities helping utilities" to deliver mutual aid following major emergencies. Infrastructure will consist of a network of public and private utilities, a steering committee, a web-based communication system and a practical mutual aid agreement designed to reduce bureaucratic red tape in times of emergency.

BENEFITS OF IOWARN

- No cost to participate
- Provides immediate assistance without the need of disaster declaration
- Statewide access to specialized resources
- Single agreement provides access to all member utilities statewide
- Simplifies administrative duties
- Access to emergency contacts & available resources list
- Consistent with the National Incident Management System (NIMS)

IOWARN SUPPORTERS

American Water Works Association

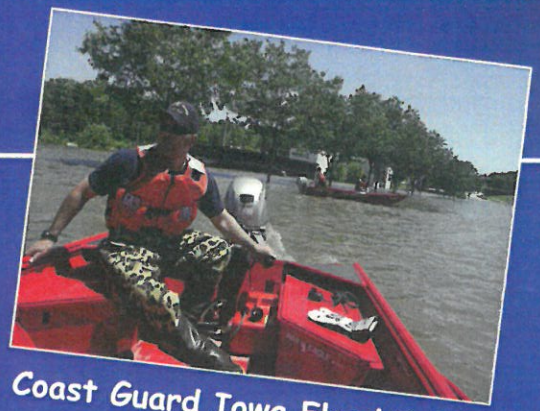
Assn. of Metropolitan Water Agencies

National Assn. of Water Companies

U.S. Environmental Protection Agency

Association of State Drinking Water Administrators

Water Environment Federation



Coast Guard Iowa Flood Relief in Iowa City

Mission: To promote statewide emergency preparedness, disaster response and mutual assistance for public & private water/wastewater utilities.

Your community is depending on you.

Parkersburg, IA after the F5 Tornado

Mutual Aid and Assistance Agreement for the Iowa Water/Wastewater Agency Response Network (IOWARN)

AGREEMENT

This Agreement is made and entered into by public and private water and wastewater utilities and emergency management commissions and agencies that have, by executing this Agreement, manifested their intent to participate in an intrastate program for Mutual Aid and Assistance among Iowa Water and Wastewater Utilities known as the IOWARN Mutual Aid and Assistance Program.

This Agreement is authorized under Chapter 29C, Iowa Code, which authorizes mutual aid arrangements for reciprocal disaster services and recovery. This Agreement is further authorized as to the public agencies' utility parties hereto by the respective authority of 357, 357A, 358, 364, 384, 386, 388, 389 and 504A Iowa Code, which authorize Water and Wastewater Utilities that are public agencies to contract to provide services. This Agreement is further authorized by Section 28E.12 Iowa Code, but this Agreement is not otherwise adopted pursuant to Chapter 28E, Iowa Code, and is not intended to be a 28E Agreement.

ARTICLE I.
PURPOSE

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish a program for Mutual Aid and Assistance for Iowa Water and Wastewater Utilities known as the "IOWARN Mutual Aid and Assistance Program". Through the IOWARN Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies, with the support and assistance of the Associated Agencies. This Agreement sets forth the procedures and standards for the administration of the IOWARN Mutual Aid and Assistance Program.

ARTICLE II.
DEFINITIONS

A. Authorized Official – An employee or officer of a Member that is authorized to:
   1. Request assistance;
   2. Offer assistance;
   3. Refuse to offer assistance; or
   4. Withdraw assistance under this Agreement.

B. Emergency – A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, war and terrorism, sabotage or other intentional acts, that are, or could reasonably be, beyond the capability of the services, personnel, equipment, and facilities of a IOWARN Mutual Aid and Assistance Program Member to fully manage and mitigate internally.

C. Members – Any public or private Water or Wastewater Utility that manifests intent to participate in the IOWARN Mutual Aid and Assistance Program by executing this Agreement. Members are primarily Iowa Water or Wastewater Utilities, but membership is open to water and wastewater utilities outside the State of Iowa that operate in areas contiguous to an Iowa utility Member.

1. Requesting Member – A Member who makes a Requestfor Assistance under the IOWARN Mutual Aid and Assistance Program.

2. Responding Member – A Member that responds to a Request for Assistance under the IOWARN Mutual Aid and Assistance Program.

3. Non-Responding Member - A Member that does not provide aid or assistance during a Period of Assistance under the IOWARN Mutual Aid and Assistance Program.

D. Associated Agencies – The Iowa Emergency Management Commissions and Agencies and other non utility participants that agree to provide a support role for the IOWARN Mutual Aid and Assistance Program by separate agreement or other undertaking approved by the Statewide Steering Committee. Associated Agencies are not parties to this Agreement and do not provide or receive emergency services under this Agreement. To the extent Associated Agencies do provide any emergency services to any Member the terms under which such services are provided shall be as the provider and recipient shall separately agree. The initial Associated Agencies include: (1) the Iowa Section of the American Water Works Association; (2) the Iowa Rural Water Association; (3) the Iowa Department of Natural Resources, and (4) the Homeland Security and Emergency Management Division of the Iowa Department of Public Defense. Additional Associated Agencies may be added by vote of the Statewide Committee.

E. Confidential Information - Any document shared with any signatory of this Agreement that is marked confidential and that is confidential under Section 22.7 Iowa Code or other exemption from disclosure under Ch. 22, Code of Iowa.

F. Request for Assistance. A request by a Requesting Member to any one or more other Members for mutual aid or assistance in the event of an Emergency under the IOWARN Mutual Aid and Assistance Program.

F. Period of Assistance – 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 this Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

G. Statewide Committee – The Statewide Committee established under Article III.

H. Statewide Chair – The chair of the Statewide Committee selected under Article III.

I. Statewide Coordinator – The person appointed to such position by the Statewide Committee as provided under Article III.

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

ARTICLE III.
ADMINISTRATION

The IOWARN Mutual Aid and Assistance Program shall be administered through a Statewide Committee, a Statewide Chair and a Statewide Coordinator. The Statewide Committee shall provide coordination of the IOWARN Mutual Aid and Assistance Program before, during, and after an emergency and shall include regional representatives from across the state. The designated regions shall be consistent with the regions established by the Iowa Department of Natural Resources. The Statewide Committee shall consist of one Member representative from each region selected by the Members in such region by written ballot and a Statewide Chair selected by the Members annually by written ballot, plus one non-voting representative of each Associate Agency. The Statewide Committee shall meet at least annually and shall plan and coordinate emergency planning and response activities for the IOWARN Mutual Aid and Assistance Program under the leadership of the Statewide Chair. The Statewide Committee shall appoint a Statewide Coordinator from among the employees of the Members or Associated Agencies who shall facilitate, coordinate, and administer the activities of the IOWARN Mutual Aid and Assistance Program under the direction of the Statewide Committee.

The Statewide Committee shall establish rules of procedure for the conduct of committee business.

Meetings of the Statewide Committee shall be conducted in accordance with the Iowa Open Meetings Law, Chapter 21, Iowa Code.

ARTICLE IV.
PROCEDURES

In coordination with the emergency management and public health system of the state, the Statewide Committee shall develop operational and planning procedures for the IOWARN Mutual Aid and Assistance Program. These procedures shall be reviewed at least annually and updated as needed by the Statewide Committee and shall be set forth in an IOWARN Mutual Aid and Assistance Program Manual and an IOWARN Mutual Aid and Assistance Handbook.

ARTICLE V.
REQUESTS FOR ASSISTANCE

A. Member Responsibility: Members shall: (1) identify an Authorized Official and alternates; (2) provide contact information, including 24-hour access; and (3) provide information on resources that may be available from the utility for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur, shall be provided to the State Committee for inclusion in the IOWARN Mutual Aid and Assistance Program Manual and the IOWARN Mutual Aid and Assistance Handbook.

   In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance directly from a specific Member by making a Request for Assistance to such Member or may make a general Request for Assistance to the Statewide Coordinator.

Requests for Assistance can be made orally or in writing. When made orally, the specific request for personnel, equipment, and supplies shall be subsequently confirmed in writing as soon as practicable. Requests for Assistance to a Member shall be directed to the Authorized Official of any Member. If a Request for Assistance is made to the Statewide Coordinator, the Statewide Coordinator shall forward the Request for Assistance to one or more Authorized Officials of Members for direct response to the Requesting Member. Specific detailed protocols for making and responding to Requests for Assistance shall be set forth in the IOWARN Mutual Aid and Assistance Program Manual and the IOWARN Mutual Aid and Assistance Handbook.

B. Response to a Request for Assistance – Members are not obligated to respond to a request. 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, as soon as possible, inform the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. 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. An Authorized Member's decisions on the availability of resources shall be final.

ARTICLE VI.
RESPONDING MEMBER PERSONNEL

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

B. Control - While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisors of the Responding Member. The Responding Member's designated supervisors must keep accurate records of work performed by personnel during the specified Period of Assistance.

C. Food and Shelter – Whenever practical, Responding Member personnel must be self sufficient for up to 72 hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the normal cost for such resources for that area. To the extent Food and Shelter costs exceed the normal costs for the area, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing

the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not otherwise provided by the Requesting Member.

D. Communication – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio equipment, in order to facilitate communications with local responders and utility personnel.

E. Status – Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.

F. 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.

G. 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 in 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.
COST- REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties; provided, that any Responding Member may, if it so elects, assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requesting Member without charge or cost.

A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for personnel costs incurred for work performed during the specified Period of Assistance. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisors must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member may consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member in substantially the same condition the equipment was in at the time it was supplied to the Requesting Member as soon as is practicable and reasonable under the circumstances. At a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of 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, Requesting Member shall reimburse Responding Member for such rental costs.

C. Materials and Supplies – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. 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 that renders them unusable must be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period – 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 Requesting Member must send the itemized bill not later than (90) ninety 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.

E. Records – Each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to the Request for Assistance made pursuant to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to a Response to a Request for Assistance made pursuant 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.
DISPUTES

If any controversy or claim arises out of, or relates to, the execution of the Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Except as provided in Article XIII pertaining to Insurance, the Requesting Member shall assume the defense of, fully indemnify and hold harmless, the Responding Member, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors or omissions by Requesting Member or the Responding Member personnel.

The Requesting Member's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Requesting Member shall have a duty to defend, indemnify, save and hold harmless all Non-Responding Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation and other injury and death benefits for its employees and for administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation and other injury and death benefits for its employees and for administering worker's compensation for its employees.

ARTICLE XII.
NOTICE

A Member who becomes aware of a claim or suit that in anyway, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XIII.
INSURANCE

Members of this Agreement shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of membership in the IOWARN Mutual Aid and Assistance Program. Each Member waives subrogation for any injury or damage covered by its own insurance against any other member.

ARTICLE XIV.
CONFIDENTIAL INFORMATION

To the fullest extent allowed by Chapter 22, Iowa Code or other applicable law, each Member and Associated Agency shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associated Participant, third party or other entity requests or demands, by subpoena or otherwise, that a Member or Associated Participant disclose any Confidential Information disclosed under this Agreement, the Member or Associated Participant shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XV.
EFFECTIVE DATE

This Agreement shall be effective after the Water and Wastewater Utility's authorized representative executes the Agreement and the Statewide Committee Chair receives the Agreement. The Statewide Committee Chair shall maintain a master list of all Members and Associated Agencies in the IOWARN Mutual Aid and Assistance Program.

ARTICLE XVI.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Chair. Withdrawal takes effect 60 days after the appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVII.
MODIFICATION

No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the agreement, legislative action, creation of an interstate aid and assistance agreement, or other developments. Modifications to this Agreement may be proposed by the Statewide Committee. The Statewide Committee Chair shall provide written notice to all Members of proposed modifications to this Agreement together with a written ballot allowing Members to vote for or against the proposed modification. A proposed modification shall become effective only if it is approved by written vote of at least a majority of the Members. Approved modifications shall take effect 60 days after the date upon which notice of the approved modification is sent to the Members.

ARTICLE XVIII.
SEVERABILITY

The parties 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 parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XIX.
PRIOR AGREEMENTS

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity shall 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 shall be without effect.

ARTICLE XXI.
INTRASTATE AND INTERSTATE IOWARN MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members shall participate in Mutual Aid and Assistance activities conducted under the State of Iowa Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC) as set forth in Chapter 29C, Iowa Code. Members may voluntarily agree to participate in an interstate mutual aid and assistance program for water and wastewater utilities through this Agreement if such a program is established.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water and Wastewater Utility or other Agency listed here manifests its intent to be a Member of the IOWARN Mutual Aid and Assistance Program by executing this Agreement on this _____ day of _____ 20_____.

City of or Water/Wastewater Utility or Agency:_____

Signature:_____

Title:_____

_____

Please Print Name

Signature:_____

Title_____

_____

Please Print Name

DRAFT

RESOLUTION NO. 18-
City Council

RESOLUTION APPROVING AN IOWA'S WATER/WASTEWATER AGENCY RESPONSE NETWORK (IOWARN) AGREEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA, that the Mayor is hereby authorized to sign an Iowa's Water/Wastewater Agency Response Network (Iowarn) Agreement for the following purpose:

to participate in a mutual aid and assistance program, with Terms of Agreement as shown in the attached Exhibit 'A'.

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 6th day of June, 2018.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kari Graber, Deputy Clerk