Alaska Intrastate Mutual Aid System (AIMAS)
# Table of Contents

Introduction ........................................................................................................................................................................ 4  
Participation in the Alaska Intrastate Mutual Aid System .............................................................................................. 4  
Withdrawal .......................................................................................................................................................................... 4  
Existing Mutual Aid Agreements ........................................................................................................................................ 5  
Governance ........................................................................................................................................................................... 5  
AIMAS Subcommittee of the State Emergency Response Commission ........................................................................... 5  
Basic Provisions ................................................................................................................................................................. 6  
Limitation on Aid ................................................................................................................................................................. 6  
Request for Assistance .......................................................................................................................................................... 6  
Control of Resources ........................................................................................................................................................... 6  
Qualifications of Responders ............................................................................................................................................... 7  
Emergency Responder Employment Status ....................................................................................................................... 7  
Injury or Death of a Responder ........................................................................................................................................... 7  
Tort Liability ......................................................................................................................................................................... 7  
Documentation and Reimbursement .................................................................................................................................. 7  
Recommendations for Improvement of Process ................................................................................................................ 8  
Using AIMAS ........................................................................................................................................................................... 8  
Request for Assistance Form Req-A .................................................................................................................................. 9  
Requesting Assistance .......................................................................................................................................................... 9  
Providing Assistance .......................................................................................................................................................... 9  
Reimbursement ..................................................................................................................................................................... 10  
Reimbursement Procedures .................................................................................................................................................. 10  
Assisting Jurisdiction ......................................................................................................................................................... 10  
Requesting Jurisdiction ...................................................................................................................................................... 11  
Eligible Costs ......................................................................................................................................................................... 11  
Waiving Expenses ............................................................................................................................................................... 12  
Dispute and Appeal Process ............................................................................................................................................... 12  
Appendix A: Definitions .......................................................................................................................................................... 13  
Appendix B: Completing the Req-A ...................................................................................................................................... 14  
Req-A Section I ..................................................................................................................................................................... 14  
Req-A Section II: Breakout of Cost Estimate .................................................................................................................... 17  
Appendix C: Completing the Reimbursement Package ....................................................................................................... 20  
AIMAS Reimbursement Form ............................................................................................................................................... 20
AIMAS Reimbursement Package................................................................. 20
Appendix D: Mobilization and Demobilization Checklists ......................................................... 22
Appendix E: AIMAS Post Mission Review ............................................................................. 24
Appendix F: House Bill 366 ....................................................................................... 26
Introduction

The employees and volunteers who serve in emergency services recognize that emergencies transcend political jurisdictional boundaries. They, and the local agencies they serve, understand that intergovernmental coordination is essential for the protection of lives and property and for best use of available assets. In 2004, the National Emergency Management Association (NEMA), in conjunction with the Federal Emergency Management Agency (FEMA) and a host of emergency response organizations, began developing and promoting model legislation for an intrastate mutual aid system. The legislation is designed to streamline assistance offered between political jurisdictions within a state during times of need.

Alaska House Bill 366 was passed into law on September 25, 2012. House Bill 366 amended the existing Alaska Disaster Act (AS 26.23). The Disaster Act provides the means for jurisdictions to enter into mutual aid agreements, along with other disaster provisions. These local mutual aid agreements, where they exist, vary widely in their scope and may not all address key issues of liability and compensation, or include all potential resource needs. House Bill 366 supplements existing regional or local agreements by establishing a comprehensive, integrated system of mutual aid managed at the state level to facilitate an efficient and effective means of providing and receiving resources during a disaster. The legislation establishes an Alaska Intrastate Mutual Aid System (AIMAS). AIMAS provides a framework for assistance among the participating political jurisdictions in the prevention of, response to, and recovery from any disaster resulting in a local, state, or federal disaster declaration. AIMAS could also be used for exercises and training. Per House Bill 366, AIMAS is to be coordinated by the Alaska Division of Homeland Security and Emergency Management (DHS&EM). The DHS&EM State Emergency Operations Center (SEOC) must be notified and receive copies of all documents pertaining to the use of AIMAS. The system is designed to facilitate sharing resources between jurisdictions at a local level, with DHS&EM managing the overall system. All associated documents should be considered against local documentation requirements – especially as pertains to reimbursement procedures. More information can be found at http://mutualaid.alaska.gov.

Participation in the Alaska Intrastate Mutual Aid System

All Alaskan political subdivisions are automatically included in AIMAS. A political subdivision may withdraw from participation by enacting an appropriate resolution by its governing body. This legislation does not prevent participating entities from entering into supplementary agreements with other political subdivisions or impact any existing or future agreements. Jurisdictions choosing to participate are expected to develop internal procedures for sending and receiving AIMAS resources such as who will be authorized to conduct AIMAS transactions on behalf of the community.

No matter their participation status, the AIMAS legislation does not require jurisdictions to request or provide assistance. Participation or withdrawal does not affect disaster grant funding during a state or federally declared disaster, nor does it affect access to non-disaster grants such as Emergency Management Preparedness Grant or Hazard Mitigation Grant.  

Withdrawal

---

1 Alaska statute 26.23.900 defines a political subdivision as a municipality, unincorporated village, or another unit of local government.

A political subdivision may withdraw from participation in AIMAS. To withdraw, the governing board of a political subdivision must adopt a resolution declaring the political subdivision elects not to participate in the system and provide a copy of the resolution to the SEOC. A political subdivision may later elect to participate by adopting a resolution declaring the election of the political subdivision to participate and by delivering a copy of the resolution to the SEOC.

**Existing Mutual Aid Agreements**

The provisions of AIMAS do not affect other mutual aid systems or agreements authorized elsewhere by law, do not prohibit a participating political subdivision from entering into agreements with another political subdivision, and do not affect any other agreement to which a political subdivision may be a party now or in the future. AIMAS is designed to assist where mutual aid agreements or memorandums of understanding do not exist or do not cover the necessary assistance.

**Governance**

DHS&EM coordinates the operation of AIMAS among participating political jurisdictions. DHS&EM will develop and maintain comprehensive guidelines, procedures, and forms in coordination with participating political subdivisions. DHS&EM is also charged with maintaining a record of all AIMAS documentation. The SEOC is the point of contact within DHS&EM to accomplish this mission and provide technical assistance to communities on using AIMAS and establishing local procedures.

**AIMAS Subcommittee of the State Emergency Response Commission**

The Alaska State Emergency Response Commission (SERC) established an AIMAS standing committee to assist in developing operational procedures and monitoring the use and progress of AIMAS. This committee is established pursuant to AS 26.23.040(b) and consists of members appointed by the SERC. The members represent emergency management; political jurisdictions, including borough or city emergency managers; emergency medical services and public health; the Alaska Fire Chiefs Association; and other appropriate professionals. Terms of the appointments shall be determined by the SERC. This committee has been divided into three groups: an AIMAS steering subcommittee focused on the policies, procedures, and operations of AIMAS; a qualifications subcommittee focused on standardizing credentials across the state; and a resource typing subcommittee focused on clearly identifying resources based on capacity. More information on the committee can be found at [http://ready.alaska.gov/SERC/SERC_Committees](http://ready.alaska.gov/SERC/SERC_Committees)

The committee's responsibilities include:

- Reviewing the progress and status of AIMAS
- Development of methods to track and evaluate the activation of AIMAS
- Examining issues facing member jurisdictions in the implementation of AIMAS
- Adopting other guidelines or procedures considered necessary by the committee to implement an effective and efficient system
- Developing and maintaining a system of credentialing and licensure
- Developing and maintaining a system of resource typing
- Resolving disputes in accordance with procedures that the committee develops and publishes
- Reviewing all AIMAS After Action Reports
Basic Provisions

Limitation on Aid

A responding political subdivision shall have sole discretion to withhold or withdraw requested assistance to provide reasonable protection and services within its own territorial limits. Remaining a party to AIMAS does not require a jurisdiction to provide or request aid.

Request for Assistance

A participating political subdivision of AIMAS may request and receive assistance from another participating political subdivision for:

- Response, mitigation, or recovery activities related to a local declared disaster emergency
- Response to a disaster emergency declared by the Governor
- Training relating to disaster preparedness and response
- Other drills or exercises conducted in preparation for a disaster

Requests for assistance may go directly from the authorized representative of one jurisdiction to the authorized representative of another; the SEOC can help facilitate this by providing contact information and technical assistance. Initial requests may be made orally or in writing; if made orally, documentation must be provided to all jurisdictions involved and DHS&EM within thirty (30) days. The SEOC will provide assistance with AIMAS transactions.

Control of Resources

The political subdivision requesting assistance (requesting jurisdiction) shall have sole operational control over resources provided under AIMAS. This does not prohibit a responding political subdivision (assisting jurisdiction) from withdrawing assistance and does not allow the requesting jurisdiction to bypass the standard operating procedures or safety regulations under which the resource normally operates in their home jurisdiction.

The assisting jurisdiction is responsible for tracking the resource’s progress from the point of departure through arrival at the designated reporting location. Resources deployed under AIMAS fall under the operational control of the requesting jurisdiction once the resources have checked-in at the designated location. The requesting jurisdiction is responsible for directing, maintaining accountability, and ensuring the well-being of resources deployed under AIMAS for the duration of the deployment. The requesting jurisdiction may be held accountable for any damage to resources occurring during deployment while acting in accordance with the scope of work.

Excess resources must be released in a timely manner to minimize incident-related costs and make those resources available for other assignments. When the resource is no longer needed it will be promptly and safely demobilized. The requesting jurisdiction is responsible for providing demobilization instructions even if a written demobilization plan has not been developed. The mobilization and demobilization checklists in Appendix C will be helpful in developing this plan. Upon notification that a resource is to be demobilized, the requesting jurisdiction should track the resource’s progress from release to arrival at home base. Resources remain the responsibility of the requesting jurisdiction while in transit.
Qualifications of Responders

An emergency responder holding a license, certificate, or other permit issued by a state agency or a political subdivision of the state evidencing the responder’s qualification in a professional, mechanical, or other skill shall be considered licensed, certified, or permitted in the requesting political subdivision during the deployment, subject to limitations and conditions prescribed by the principal executive officer of the requesting jurisdiction in writing. The AIMAS subcommittee training and certification group is responsible for developing and maintaining a credentialing process for qualifications and licensure.

Emergency Responder Employment Status

An emergency responder from an assisting jurisdiction does not become an employee of the requesting jurisdiction during deployment, and is not entitled to any right, privilege, or benefit of employment from the requesting jurisdiction, including compensation, wages, salary, leave, pension, health, or other benefit.

Injury or Death of a Responder

An emergency responder who is deployed to a requesting jurisdiction under a valid Request for Assistance (Req-A) who sustains an injury or dies in the course of providing assistance is entitled to receive only the benefits otherwise authorized by law for an injury sustained, or a death that occurs, in the course of employment with, or while providing services to, the responding jurisdiction under which the responder normally works. This section does not affect the right of a person to receive benefits to which the person would otherwise be entitled under any law, nor does it affect entitlement to any other benefits or compensation authorized by state or federal law. The requesting jurisdiction accepts liability for resources once the resource leaves the sending jurisdiction.

Tort Liability

For purposes of liability, all persons responding under the operational control of the requesting jurisdiction shall be considered agents of the requesting jurisdiction. An action for damages for an act or omission may not be brought against an assisting jurisdiction, or an officer or employee of an assisting jurisdiction, in providing assistance under AIMAS. This section does not preclude liability for civil damages that are the result of gross negligence or reckless or intentional misconduct.

Documentation and Reimbursement

A requesting jurisdiction shall reimburse the assisting jurisdiction for the true and full value of the assistance provided. Requests for reimbursement shall be made in accordance with these guidelines; questions can be directed to DHS&EM.

Consistent with guidelines and procedures developed by DHS&EM, an assisting jurisdiction shall document all assistance provided to a requesting jurisdiction at the time the assistance is provided and deliver copies of the documentation to the requesting jurisdiction within thirty (30) days of mission completion. See page 10 and Appendix B for more details on the reimbursement process.

Expenses typically considered reimbursable include:

- Personnel and contract costs
- Travel and lodging costs
- Costs for meals
- Equipment rental, maintenance and operating costs
- Costs to repair or replace equipment damaged during the assignment
- Costs to replace consumable materials and supplies used during the assignment

No provision of AIMAS may be interpreted to preclude the eligibility of a political subdivision for state or federal disaster funding or disaster readiness funding.

Recommendations for Improvement of Process

Following the use of AIMAS, requesting and assisting jurisdictions should complete the AIMAS Process Review form (see Appendix D) and submit the form to the SEOC. Reviews will be compiled for the AIMAS Subcommittee and used to improve the AIMAS process through periodic updates to this manual. Jurisdictions are encouraged to complete an after action report for any incident or exercise; please forward any sections of the after action report pertaining to AIMAS to the SEOC. The SEOC will make reviews and AARs available to participating jurisdictions for training and improvement purposes.

Using AIMAS

The AIMAS legislation comes into effect during an emergency large enough to warrant a local or state level disaster declaration (AS 26.23.140), or during training, drills, or exercises (AS 26.23.150) in preparation for a disaster. DHS&EM has developed standard forms to be used in documenting all AIMAS deployments. Using AIMAS requires an official local disaster declaration by the requesting jurisdiction; the SEOC can assist with writing this declaration. The remainder of this guide will detail how to complete these forms.

The basic timeline for activating AIMAS is:

1. AIMAS participating jurisdiction receives warning of an impending incident or an incident occurs
   - Alternately, jurisdiction begins planning full-scale exercise, drill, or training event
2. Impacted jurisdiction determines resource capabilities are exceeded and reaches out to other AIMAS jurisdictions directly or through DHS&EM; a local disaster declaration must be made
   - SEOC must be informed of the use of AIMAS and receive copies of documentation regardless of whether technical assistance is needed
3. Verbal agreements are reached on AIMAS assistance immediately
   - Within 5 days but no longer than 30 days after a verbal agreement, a written Req-A must be executed and submitted to both jurisdictions and the SEOC
4. Deployment is completed
5. Within 15 days of completion, deployed personnel should complete required documentation (timesheets, work reports, equipment inspections, invoices, rental agreements, travel, contracts, etc.) and submit documentation to the assisting jurisdiction
6. Within 30 days of completion of assignment, the assisting jurisdiction must submit reimbursement form to requesting jurisdiction along with reimbursement package of cover letter and supporting documentation
7. Requesting jurisdiction has 30 days from receipt of reimbursement package to provide funds unless another due date has been agreed upon
8. Copies of all documentation, Req-A’s, amendments, and cost documents must be sent to the SEOC
Request for Assistance Form Req-A

The Request for Assistance form Req-A is to be used to document AIMAS agreements. The form is available as a form-fillable PDF and will be maintained by DHS&EM. Section I of the form details the requested assistance and is to be filled out by the requesting jurisdiction and signed by both parties. Section II details the cost estimate for the mission described in Section I and is to be filled out by the assisting jurisdiction and signed by both parties. All documents must be signed by the authorized representative of both the requesting and assisting jurisdiction; the authorized representative is the chief executive officer or designee. Failure or refusal to sign constitutes refusal of the mission and the AIMAS process ceases.

Amendments to the initial agreement for AIMAS should be made using Req-A, mark at the top of the document the amendment number. Amendments can include changes in working and living conditions, arrival location, point of contact, length of stay, travel arrangements, cost, necessary repairs, cost calculation errors, or other details previously agreed upon.

Requesting Assistance

AIMAS may be activated during an emergency resulting in a local disaster declaration, during a drill or exercise, or to support training. The system can be activated by the requesting jurisdiction directly contacting another jurisdiction, or the requesting jurisdiction can call the SEOC and DHS&EM staff will contact potential assisting jurisdictions on the requestor’s behalf.

The requesting jurisdiction will complete and sign Section I of the Req-A form. This details the exact resource requested, requested arrival time, and duration of support. This section also gives contact information for the requesting jurisdiction, housing information, and work information. Once the Req-A Section I is complete, the authorized representative of both jurisdictions signs. A separate Req-A should be completed for each assisting jurisdiction or mission.

Providing Assistance

Assisting jurisdictions can receive requests for resources in a written or verbal form, but all verbal requests will be followed up with a written Req-A Section I. The assisting jurisdiction is then responsible for completing Req-A Section II Breakout of Cost Estimate. Once signed by an authorized representative of the assisting jurisdiction, the Breakout of Cost Estimate should be returned to the requesting jurisdiction for consideration and approval. A written Req-A with accompanying signatures from both jurisdictions must be complete within 5 days and no more than 30 days after a verbal agreement is reached. Copies of all AIMAS mission forms need to be kept by all jurisdictions involved and forwarded to the SEOC.

Resources may be deployed while the written Req-A is being executed based on an initial verbal agreement. Deployed resources are the responsibility of the assisting jurisdiction during travel to the requesting jurisdiction. Upon arrival, resources fall under the operational control of the requesting jurisdiction. Requesting jurisdictions are responsible for the health, safety, and well-being of requested resources until they are demobilized and have arrived at their home jurisdiction. Requesting jurisdictions should demobilize resources as soon as possible. Assisting jurisdictions maintain the authority to withdraw resources if necessary. Deployed personnel are responsible for completing the mobilization and demobilization checklists found in Appendix C. Staff should complete a pre and post deployment check on all equipment or vehicles; note any pre-existing damage and any changes in the condition of the equipment upon demobilization.

9
Reimbursement

A properly executed Req-A authorizes the AIMAS mission and constitutes a contract between two political jurisdictions. Verbal agreements constitute legally binding contracts in Alaska but AIMAS requires such verbal agreements to be followed up by a written Req-A as soon as possible. Upon accepting resources offered, the requesting jurisdiction is financially obligated to reimburse the assisting jurisdiction for expenses incurred in performance of the AIMAS mission. Self-dispatched resources that deploy without authorization are not recognized under AIMAS and are not eligible for reimbursement within this process.

Reimbursement under AIMAS is not dependent upon receipt of disaster relief funds through the State of Alaska or the Federal Emergency Management Agency (FEMA) following a disaster declaration. The requesting jurisdiction may seek funds from the state, FEMA, or any other sources, but its obligations under AIMAS to pay for services rendered are not contingent upon receipt of outside funds. The requesting jurisdiction must be prepared to fully cover the associated costs if no state or federal assistance is received.

All parties to an AIMAS mission have responsibilities in the reimbursement process including the requesting jurisdiction, assisting jurisdiction, and deployed personnel. The reimbursement process requires all parties to maintain and provide accurate documentation. Each jurisdiction should designate an authorized representative and outline an internal process for participating in AIMAS.

Reimbursement Procedures

The AIMAS reimbursement procedure begins when deployed personnel return home and ends when the assisting jurisdiction receives reimbursement from the requesting jurisdiction. Each party involved in the reimbursement process must ensure accurate documentation is completed and submitted in a timely manner with any supporting documents. SEOC staff is available to assist with the process and must receive a copy of reimbursement documentation to be included in the AIMAS file.

The amount and type of documentation needed to support requests for reimbursement will vary depending on the scope of work and types of resources providing assistance. Documentation must be available to verify every dollar of reimbursement requested. This can include: timesheets and paystubs, receipts, vehicle use logs, daily work logs, airplane boarding passes, per diem standards, invoices, or any other documents needed to substantiate requests for reimbursement. Jurisdictions will use the AIMAS Reimbursement Form to outline expenses (see Appendix B).

Assisting Jurisdiction

The assisting jurisdiction is responsible for collecting and verifying all documentation relating to reimbursable expenses. Deployed personnel should provide documents such as receipts and timecards as soon as possible to facilitate the reimbursement process. Single reimbursement packages should be developed for each Req-A. Significant differences between the Req-A Section II Breakout of Cost Estimate and the final reimbursement total may require a Req-A amendment. All discrepancies must have supporting documentation. Assisting jurisdictions should have the reimbursement package prepared and sent to the requesting jurisdiction within 30 days of mission completion.

The reimbursement form (Appendix B) will be used to summarize the reimbursement total. A separate reimbursement form must be completed for each Req-A and must have all supporting documentation attached. A cover letter on official letterhead and signed by the authorized representative must also be included. The cover letter should clearly state the total reimbursement amount requested, and describe any special instructions, cost coding, IRS or tax ID information, the
name and contact information of the point of contact for the reimbursement process, and any other pertinent information. This cover letter is where the jurisdiction may notify the requesting jurisdiction if any eligible deployment expenses will be waived (see page 12). The reimbursement package must also include all documentation of expenses such as:

- Receipts
- Payroll vouchers/documents
- Copies of timesheets
- Work records
- Travel expenses and documentation
- Travel policies and procedures (including per diem rates)
- Contracts
- Invoices
- Vehicle logs

**Requesting Jurisdiction**

The requesting jurisdiction is responsible for receiving, auditing, and paying all reimbursement requests in a timely manner. SEOC staff is available to assist with reimbursement procedures and documentation. The requesting and assisting jurisdictions may develop a payment schedule as needed.

**Eligible Costs**

AIMAS is intended to provide reimbursement for actual costs incurred during the execution of the mission described in the Req-A. All actual deployment costs incurred in direct support of the mission defined in the Req-A, and amendments, are eligible for reimbursement. Costs aggregated in the Req-A Section II are estimated costs until such time that the assisting jurisdiction compiles the reimbursement package and reconciles expenses.

Reimbursable expenses begin to be incurred when deployed resources initiate travel to the requesting jurisdiction and end when the resources return to their home jurisdiction. In addition, certain expenses incurred for pre-deployment and post-deployment activities can be eligible for reimbursement if the activities, timelines, and cost estimates are documented in Section II of the REQ-A and approved by the authorized representative of the requesting jurisdiction. All associated costs must be billed at reasonable rates. Ultimately, eligible costs will depend on the agreed upon Req-A; the more specific the Req-A, the smoother the reimbursement process.

Eligible costs include but are not limited to:

- **Personnel costs**
  - Regular time salary
  - Overtime salary
  - Fringe benefits calculated at regular rate

- **Travel costs**
  - Airline/marine/rail travel
  - Baggage fees
  - Mileage if driving
  - Transportation within community including rental vehicle, taxis, parking fees, mileage

- **Per diem or actual food costs** – depending on existing regulations

- **Housing**

- **Equipment costs**
  - Reasonable maintenance to return resource to pre-deployment condition
  - Repairing damage caused during deployment
  - Operating costs
• Rental fees
• Commodities
  o Consumables, supplies, materials required to complete mission
• Other costs
  o Decontamination and cleaning resources
  o Replacement costs should resource be damaged to the point it is no longer usable or repairable
Non-reimbursable costs include but are not limited to:
• Administrative costs associated with pre and post deployment functions unless agreed on ahead of time
• Replacement of parts prior to or after deployment
  o Repair of damages caused prior to or after deployment
• Alcohol, tobacco, toiletries or similar items purchased by personnel on deployment
• Costs incurred by an entity that self-deployed without a verbal agreement or fully executed Req-A and prior consent of both jurisdictions
• Costs for items not specific on Req-A unless deemed justifiable by requesting jurisdiction
• Costs incurred without a valid Req-A, or without prior verbal consent of both jurisdictions – verbal consent must be followed up with a valid written Req-A within 30 days
• Pre-deployment training, unless approved on the Req-A

Waiving Expenses

The assisting jurisdiction may, at its own discretion, choose to waive part or all of the costs associated with the AIMAS assistance provided. The assisting jurisdiction may make this decision at any point up to delivering the final reimbursement package to the requesting jurisdiction. The assisting jurisdiction must inform the requesting jurisdiction of this decision in a timely manner, and no more than thirty (30) days after the completion of the mission, via official written communication. The letter must clearly state how much of the costs are being waived, and any steps the requesting jurisdiction must take to finalize the transaction.

Dispute and Appeal Process

As provided under AS 26.23.530 (b), if a dispute regarding reimbursement arises between political subdivisions, the political subdivision asserting the dispute shall provide written notice to the other political subdivision identifying the reimbursement issues in dispute. If the dispute is not resolved within 90 days after receipt of the dispute notice by the political subdivision asserting the dispute, either party to the dispute may request arbitration under AS 09.43.300 - 09.43.595 (Revised Uniform Arbitration Act) by giving written notice to the other party. Costs of the arbitration, including compensation for the arbitrator's services, must be borne equally by the political subdivisions participating in the arbitration, and each political subdivision shall bear its own costs and expenses, including legal fees and witness expenses, in connection with the arbitration proceeding.
Appendix A: Definitions

AIMAS: Alaska Intrastate Mutual Aid System

Assisting Jurisdiction: jurisdiction providing resources to a requesting jurisdiction during an emergency, exercise, or training

Authorized Representative: individual authorized by the jurisdictions chief executive officer to represent the jurisdiction during AIMAS transactions

DHS&EM: Division of Homeland Security and Emergency Management

Local Disaster Declaration: this allows the governing body of the community to act outside of normal procurement and spending procedures in response to an imminent or occurring threat; initially lasts for seven days

Mission: specific work assignment for resources provided by the assisting jurisdiction

Political Subdivision: municipality, unincorporated village, or another unit of local government

Reimbursement Form: form to be used to document AIMAS expenses for reimbursement

Req-A: Request for Assistance form used to document use of AIMAS

Requesting Jurisdiction: jurisdiction requesting assistance from another participating AIMAS jurisdiction to conduct an exercise or training or to respond to an emergency

Resource: any personnel or equipment needed to prepare for or respond to a disaster under AS 26.23

Appendix B: Completing the Req-A

The Request Form A, or Req-A, is to be used as documentation of requests for assistance under AIMAS. Initial requests may be made and approved verbally, but must be followed up with a signed Req-A within 30 days. The assisting jurisdiction, requesting jurisdiction, and Operations section of DHS&EM should all receive copies of the completed Req-A and any subsequent amendments. All AIMAS forms are available as form-fillable PDF or Word and can be found under the Operations section of the DHS&EM website at http://mutualaid.alaska.gov

Req-A Section I

Section I of the Req-A is to be completed by the requesting jurisdiction. The top segment of the form details who is involved, how AIMAS is being used – whether for an incident, exercise, drill, or training – and provides basic mission details such as start and end dates and how the resource will be used. This section also identifies an agency billing code for ease in processing during the reimbursement process.

<table>
<thead>
<tr>
<th>Requesting Jurisdiction</th>
<th>Assisting Jurisdiction</th>
<th>Mission Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date</td>
<td>End Date</td>
<td>Billing Code (if applicable)</td>
</tr>
</tbody>
</table>

Mission/Event Name
Scope of Work

The middle segment of Section I details what resources are requested and how those resources will be taken care of during deployment. Additional pages may be added to Section I if needed to further explain resource requests or housing and work conditions. This information should be as detailed as possible and include a point of contact within the requesting jurisdiction who resources can contact with further questions. Special conditions of deployment should be detailed on a separate page. This can include necessary personal protective equipment, potential hazards, immunizations, union considerations, security, licensure and certification preferences, or any other relevant information.

<table>
<thead>
<tr>
<th>Requested Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manpower</td>
</tr>
<tr>
<td>Date Needed</td>
</tr>
<tr>
<td>Completion Date</td>
</tr>
<tr>
<td>Housing Location</td>
</tr>
</tbody>
</table>
Below this is a segment detailing reimbursement procedures from the requesting jurisdiction. Here the jurisdiction can specify when reimbursement will be made, and give a point of contact and address to receive the reimbursement package from the assisting jurisdiction. The final line, total estimated cost, will be filled by the assisting jurisdiction based on Section II of the Req-A (see page 19).

<table>
<thead>
<tr>
<th>Reimbursement</th>
<th>Billing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment upon approval</td>
<td></td>
</tr>
<tr>
<td>Payment upon receipt of bill</td>
<td></td>
</tr>
<tr>
<td>Payment upon completion of deployment</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Estimated Cost</strong></td>
<td></td>
</tr>
</tbody>
</table>

Finally, the form is signed and dated by an authorized representative of each jurisdiction. An authorized representative is the chief executive officer or designee within the jurisdiction. All documentation within AIMAS must be signed by these authorized representatives to be considered valid.

<table>
<thead>
<tr>
<th>Requesting Jurisdiction Authorized Signature</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Assisting Jurisdiction Authorized Signature</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following page shows the full Req-A Section I. For assistance with completing this form contact the SEOC at 800-478-2337 or 907-428-7100.
<table>
<thead>
<tr>
<th>Requesting Jurisdiction</th>
<th>Assisting Jurisdiction</th>
<th>Mission Type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
<th>Billing Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mission/Event Name</th>
<th>Scope of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Requested Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manpower</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date Needed</th>
<th>Time Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Completion Date</th>
<th>Completion Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Housing Location</th>
<th>Housing Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work Location</th>
<th>Work Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Meals Provided?</th>
<th>Drinking water available?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Attach documentation of special deployment considerations</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special Deployment Considerations?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reporting Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reimbursement</th>
<th>Billing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment upon approval</th>
<th>Payment upon receipt of bill</th>
<th>Payment upon completion of deployment</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Estimated Cost*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Requesting Jurisdiction Authorized Signature</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Assisting Jurisdiction Authorized Signature</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Req-A Section II: Breakout of Cost Estimate

Section II of the Req-A is completed by the assisting jurisdiction to describe the estimated cost of proposed assistance. Only relevant segments need to be completed and additional pages should be used as necessary. Section II should be an accurate estimate of costs based on the work proposed in Section I. Final reimbursement amounts may differ slightly from this estimate, but significant differences will need to be justified to the requesting jurisdiction.

Section II is broken down into five segments based on broad resource types. The first segment details transportation costs to and from the worksite. Resources should use the most cost efficient method of travel to arrive ready to begin work at the requested start date and time listed in Section I.

<table>
<thead>
<tr>
<th>Roundtrip Transportation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Airfare</td>
<td></td>
</tr>
<tr>
<td>Driving</td>
<td></td>
</tr>
<tr>
<td>Fuel/Mileage</td>
<td></td>
</tr>
<tr>
<td>Travel Total</td>
<td>$</td>
</tr>
</tbody>
</table>

The second segment details the cost of providing equipment. This can include fire engines, heavy machinery, generators, communications, or other equipment needs. Totals under this segment may or may not include the cost of operator personnel depending on how the assisting jurisdiction calculated costs; what is included in the estimated cost should be clearly explained.

| Equipment Costs |
|-----------------|-------|
| Description     | Rate  |
|                 | Total |
| Description     | Rate  |
|                 | Total |
| Description     | Rate  |
|                 | Total |
| Description     | Rate  |
|                 | Total |

Equipment Costs Total $ -

The third segment details manpower costs. This can include a team or individual laborers, and can also include operators for equipment listed above (if not included in cost of equipment). Additional documents can be attached as needed and the final reimbursement package must include details such as hourly wage and fringe benefits. Personnel costs may include overtime, but should not include backfill unless previously agreed upon by the jurisdictions.

| Personnel Costs |
|-----------------|-------|-------|
| Total Number of Personnel | Supervisor Name | Supervisor Contact |
| Name              | Position | Estimated Work Hours Total |
| Name              | Position | Estimated Work Hours Total |
| Name              | Position | Estimated Work Hours Total |
The fourth segment is for other resources not specified above. A detailed description should be provided of what the resource is and what is included in the estimated cost.

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Total</td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

Finally, as with all other AIMAS forms, Section II must be signed by the authorized representatives of the requesting and assisting jurisdictions. Additional pages attached to Section II should also be signed. The following page shows the full Req-A Section II.
## Breakout of Cost Estimate

### Roundtrip Transportation

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airfare</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driving</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel/Mileage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel Total</td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

### Equipment Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Equipment Costs Total** $\_ \_ \_ -

### Personnel Costs

<table>
<thead>
<tr>
<th>Total Number of Personnel</th>
<th>Supervisor Name</th>
<th>Supervisor Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Estimated Work Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Estimated Work Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Estimated Work Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Estimated Work Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Estimated Work Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Estimated Work Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>

**Personnel Total** $\_ \_ \_ -

### Other Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Estimated Total** $\_ \_ \_ -
Appendix C: Completing the Reimbursement Package

AIMAS Reimbursement Form
The AIMAS Reimbursement Form should be used to summarize requested reimbursement amounts. The form details the final total cost for each resource to complete the mission. Multiple reimbursement forms may be used as needed and supporting documentation should be attached. The Reimbursement Form becomes the second page of the final reimbursement package, following the cover letter on official letterhead (see page 12). At the assisting jurisdictions discretion, local reimbursement forms may be used instead of the AIMAS Reimbursement Form as long as all relevant information is provided.

The Reimbursement Form is broken down in a similar manner to the Req-A Section II: Breakout of Cost Estimate. The top segment describes the mission and billing code. Subsequent segments detail expenses by personnel, equipment and vehicles, and other resources. The form also lists contact information for the reimbursement process point of contact, typically the chief financial officer of the assisting jurisdiction. As with other AIMAS forms, the final reimbursement package must be signed by the authorized representatives of both jurisdictions. Separate reimbursement packages should be developed for each authorized Req-A.

AIMAS Reimbursement Package
The reimbursement package consists of a completed Reimbursement Form(s) and documentation supporting reimbursement requests. This can include timecards, labor agreements, contracts, payroll vouchers, work records, receipts, travel expenses, applicable policies and procedures, proof of previous payments made, and any other necessary information. Assisting jurisdictions must submit a complete reimbursement package to the requesting jurisdiction within thirty (30) days of completing the mission detailed on the Req-A. DHS&EM staff is available to assist with completing forms and reviewing reimbursement documentation. This documentation can also be used if the incident becomes a state or federally declared disaster.

The following page shows the full Reimbursement Form.
### Reimbursement Form

**Requesting Jurisdiction | Assisting Jurisdiction | Mission Type**

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
<th>Billing Code</th>
</tr>
</thead>
</table>

**Mission/Event Name**

**Expenses Breakout**

#### Personnel

<table>
<thead>
<tr>
<th>Resource Name</th>
<th>Cost Per Hour</th>
<th>Hours</th>
<th>Comments</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Manpower Total Cost**

#### Equipment/Vehicles

<table>
<thead>
<tr>
<th>Resource Description</th>
<th>Cost Per Hour</th>
<th>Hours</th>
<th>Fuel</th>
<th>Comments</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Vehicles Total Cost**

#### Other Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Comments</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Other Expenses Total Cost**

**Total Cost**

**Reimbursement Address and Contact**

<table>
<thead>
<tr>
<th>Assisting Jurisdiction Authorized Signature</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The authorized official of the assisting jurisdiction certifies the totals for each category are exact costs expended by the assisting jurisdiction to perform the services requested in the Req-A. All additional supporting documentation not included with this claim will be maintained by the assisting jurisdiction for a period of 3 years following the above date and may be obtained for audit purposes by notifying the authorized official.
Appendix D: Mobilization and Demobilization Checklists

AIMAS Mobilization Checklist

Incident Name / Mission Number: _____________________________________________
Your AIMAS Mission #: _____________________________________________________
You are being deployed to (jurisdiction) _________________________________________
The staging area address/location is: ____________________________________________
You are to report to:__________________________________________________________
Your scheduled reporting time/date is: ___________________________________________
Expected duration of assignment: _______________________________________________
Expected operating environment, communication protocol, assignment details:
___________________________________________________________________________
___________________________________________________________________________

Before Deployment:

☐ Obtain situational briefing from AIMAS Designated Contact (Assisting Political Subdivision)
☐ Obtain travel information from AIMAS Designated Contact (Assisting Political Subdivision)
☐ Obtain Point of Contact information for deployment from AMAS Designated Contact (Assisting Political Subdivision)
☐ Notify State Emergency Operations Center (SEOC 907-428-7100) of destination and mission, providing contact information for your deploying resource and destination.
☐ Insure all expenditure accountability documents are understood and identified before departure.
☐ Hold safety Brief
☐ Carry fully executed REQ-A Form
☐ Take copies of applicable professional licenses
☐ Take copies of state issued identification

Upon Arrival at Deployment Location:

☐ Notify Requesting Political Subdivision Point of Contact of your arrival at point of assignment, and obtain local mission briefing.
☐ Provide Requesting Political Subdivision Point of Contact your personal contact information for home station in case of emergency.
☐ Notify your Home Station of your arrival
☐ Notify SEOC of your arrival
☐ Report to assignment supervisor for operational assignment
AIMAS Demobilization Checklist

☐ Resources will be released after the agreed upon tour of duty is complete, when the Requesting Political Subdivision determines that resources is no longer needed and can be released, or when the Assisting Political Subdivision withdraws the resource (AS 26.23.510(c)(d)).

☐ Obtain return travel information from AIMAS Designated Contact (Requesting Political Subdivision)

☐ Ensure any incident issued equipment is returned

☐ Check out of incident, completing required incident demobilization forms (ICS form 221) and all AIMAS documents required to substantiate costs and expenditure claims.

☐ Notify your home station of departure and estimated return date and time.

☐ Notify SEOC (907-428-7100) of return departure, estimated return date and time, and contact information for your returning resource.

☐ Hold safety Brief

☐ Return to home station and complete Reimbursement Form with documentation.

☐ Provide Assisting Political Subdivision’s AIMAS designated contact completed and documented Reimbursement Form
Appendix E: AIMAS Post Mission Review

After AIMAS has been used, both the requesting and assisting jurisdictions are responsible for completing the follow post mission review form. The review should be completed with input from all relevant personnel involved in the process. All input is useful in improving the AIMAS process. Review forms will be kept with the documents pertaining to the AIMAS mission and shared with the AIMAS Subcommittee. Recommendations will be considered during regular updates to AIMAS and this guidance document. Suggestions for improvement should encompass all aspects of the system including all AIMAS forms, methods for requesting and providing assistance, reimbursement, and support from the SEOC.

The form fillable PDF is available at http://mutualaid.alaska.gov and multiple pages may be used. The following page shows a copy of the post mission review form.
<table>
<thead>
<tr>
<th>Jurisdiction:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Role in AIMAS - Requesting or Assisting Jurisdiction</td>
</tr>
<tr>
<td>Dates of deployment:</td>
</tr>
<tr>
<td>Type of deployment:</td>
</tr>
<tr>
<td>Brief description of resources deployed:</td>
</tr>
</tbody>
</table>

Is reimbursement process complete?

Did the AIMAS process work well? Please explain

How can the process be improved?

Other Comments

Submitted By (Name and Title):

Contact Information:

Date:
Appendix F: House Bill 366

Alaska Mutual Aid Legislation

HOUSE BILL NO. 366

"An Act establishing an Alaska intrastate mutual aid system and relating to the duties of the Alaska division of homeland security and emergency management and the duties of the Alaska State Emergency Response Commission

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA

* Section 1. AS 26.23.040(b) is amended to read
(b) The Alaska division of homeland security and emergency management shall play an integral part in the development and revision of local and interjurisdictional disaster plans prepared under AS 26.23.060 and 26.23.500 - 26.23.549. To this end, it may employ or otherwise secure the services of professional and technical personnel capable of providing expert assistance to political subdivisions, their disaster agencies, and representatives of interjurisdictional disaster planning and service areas. These personnel shall consult with political subdivisions and agencies on a regular basis and shall make field examinations of the areas, circumstances, and conditions to which particular local and interjurisdictional disaster plans are intended to apply and may suggest or require revisions.

* Sec. 2. AS 26.23.040(e) is amended to read:
(e) The Alaska division of homeland security and emergency management shall
(1) determine requirements of the state and its political subdivisions for food, clothing, and other necessities in the event of a disaster emergency;
(2) procure and pre-position supplies, medicines, materials, and equipment;
(3) adopt standards and requirements for local and interjurisdictional disaster plans;
(4) periodically review local and interjurisdictional disaster plans;
(5) establish and operate, or assist political subdivisions, their disaster agencies, and representatives of interjurisdictional disaster planning and service areas to establish and operate, training programs;
(6) plan and make arrangements for the availability and use of private facilities, services, and property and, if necessary and if in fact used, provide for payment for use under terms and conditions agreed upon by the parties;
(7) establish a register of persons with types of training and skills important in disaster prevention, preparedness, response, and recovery;
(8) prepare, for issuance by the governor, orders, proclamations, and regulations as necessary or proper in coping with disasters;
(9) cooperate with the federal government and any public or private agency or entity in achieving any purpose of this chapter and in implementing programs for disaster prevention, preparedness, response, and recovery;
(10) develop and carry out procedures and policies to effectively employ disaster relief funds made available by the governor’s authority or by special legislative action; these procedures shall include application and documentation by disaster victims or applicants, review, verification and funding approval, and processing of appeals;
(11) do other things necessary or proper for the implementation of this chapter;
(12) coordinate the operation of the Alaska intrastate mutual aid system among participating political subdivisions of the state and develop, in coordination with the political subdivisions and appropriate state and federal agencies, comprehensive guidelines and procedures for the Alaska intrastate mutual aid system, including record keeping and reimbursement procedures and forms for use by political subdivisions requesting and providing assistance;
(13) to the extent that money is available from an appropriation for the purposes of this paragraph,
(A) award grants for the purpose of forming local emergency planning committees under AS 26.23.073;
(B) in order to comply with 49 U.S.C. 5116(a)(2)(B), make funds available to local emergency planning committees for developing and maintaining emergency plans under AS 26.23.073 and 26.23.075;
(C) make funds available to local emergency planning committees to implement 42 U.S.C. 11022(e) and 42 U.S.C. 11044; and
(D) award grants for training local emergency planning committees and for training and equipping the emergency response organizations identified in the local plans that execute the plans developed by the committees under AS 26.23.073 and 26.23.075.

26
*Sec. 3.* AS 26.23.071(e) is amended to read:

(e) The commission shall

(1) serve as the state emergency response commission required under 42 U.S.C. 11001 - 11005;
(2) facilitate the preparation and implementation of all emergency plans prepared by state agencies under other authorities; the statewide, interjurisdictional, and local plans prepared under this chapter, **including the Alaska intrastate mutual aid system**; and the state and regional plans prepared under AS 46.04.200 - 46.04.210;
(3) review the plans described in (2) of this subsection according to the criteria established in AS 26.23.077;
(4) designate, and revise as necessary, the boundaries of emergency planning districts under AS 26.23.073;
(5) establish a local emergency planning committee under AS 26.23.073(d) for each emergency planning district;
(6) supervise and coordinate the activities of local emergency planning committees;
(7) establish procedures for receiving and processing requests from the public for information under 42 U.S.C. 11044, including tier II information under 42 U.S.C. 11022; procedures established under this paragraph shall designate the Department of Environmental Conservation as the state agency to receive and process these requests on behalf of the commission;
(8) review reports about responses to disaster emergencies and make recommendations to the appropriate parties involved in the response concerning improved prevention and preparedness;
(9) perform other coordinating, advisory, or planning tasks related to emergency planning and preparedness for all types of hazards, community right-to-know reporting, toxic chemical release reporting, or management of hazardous substances;
(10) recommend procedures to integrate, as appropriate, hazardous substance response planning under 42 U.S.C. 11001 - 11005, federal contingency planning under 33 U.S.C. 1321 and other federal laws applicable to hazardous substance discharges, and state, regional, and local planning under this chapter and AS 46.04.200 - 46.04.210;
(11) to the extent consistent with the constitution and law of the state, perform all other functions prescribed for state emergency response commissions under 42 U.S.C. 11001 - 11005; and

*Sec. 4.* AS 26.23.077(a) is amended to read:

(a) The commission shall review and make recommendations about local, interjurisdictional, regional, and state emergency plans, **including the Alaska intrastate mutual aid system established in AS 26.23.500, other** plans prepared under this chapter and AS 46.04.200 - 46.04.210, and all emergency plans prepared by state agencies under other authorities.

*Sec. 5.* AS 26.23 is amended by adding new sections to read:

**Article 3A. Alaska Intrastate Mutual Aid System.**

**Sec. 26.23.500. Alaska intrastate mutual aid system established.** (a) The Alaska intrastate mutual aid system is established to provide for mutual assistance among participating political subdivisions of the state in preparing for and responding to a disaster. Except as provided in (b) of this section, all political subdivisions of the state shall participate in the system.

(b) A political subdivision may withdraw from participation in the Alaska intrastate mutual aid system established in (a) of this section. To withdraw, the governing board of a political subdivision shall adopt a resolution declaring that the political subdivision elects not to participate in the system and provide a copy of the resolution to the Alaska division of homeland security and emergency management. A political subdivision that withdraws may later elect to participate by adopting a resolution declaring the election of the political subdivision to participate and by delivering a copy of the resolution to the Alaska division of homeland security and emergency management.

(c) The provisions in AS 26.23.500 - 26.23.549 may not be construed to affect other mutual aid systems or agreements authorized elsewhere by law, do not prohibit a participating political subdivision from entering into other agreements with another political subdivision, including agreements entered into under AS 26.23.070- 26.23.077, 26.23.180, AS 46.04.200, or 46.04.210, and do not affect any other agreement to which a political subdivision may be a party now or in the future.
The provisions of AS 26.23.500 - 26.23.549 may not be interpreted to preclude the eligibility of a political subdivision for state or federal disaster funding or disaster readiness funding.

Sec. 26.23.510. Requests for assistance from another political subdivision.
(a) Except as otherwise provided in this section, a political subdivision of the state that is a participating political subdivision under AS 26.23.500(a) may request and receive assistance from another participating political subdivision for
(1) response, mitigation, or recovery activities related to a local disaster emergency declared under AS 26.23.140;
(2) response to a disaster emergency declared by the governor under 04 AS 26.23.020;
(3) disaster prevention training exercises conducted under 06 AS 26.23.150; or
(4) other drills or exercises conducted in preparation for a disaster.
(b) The principal executive officer or an authorized designee of the principal executive officer of a participating political subdivision that is requesting assistance, shall request assistance directly from the principal executive officer or authorized designee of the principal executive officer of another participating political subdivision. Requests may be made orally or in writing and shall be reported directly to the Alaska division of homeland security and emergency management as soon as is practicable. A request for assistance that is made orally must be confirmed in writing within 30 days after the date of the initial oral request.
(c) A responding political subdivision shall have sole discretion to withhold or withdraw requested assistance to provide reasonable protection and services within its own territorial limits.
(d) Consistent with guidelines and procedures developed by the Alaska division of homeland security and emergency management under AS 26.23.040(e), a responding political subdivision shall document all assistance that is being provided to a requesting political subdivision at the time the assistance is provided and deliver copies of the documentation to the political subdivision that requested assistance within 30 days after the assistance is provided.
(e) The political subdivision requesting assistance shall have sole operational control over assistance provided under AS 26.23.500 - 26.23.549. This subsection does not prohibit a responding political subdivision from withdrawing assistance.

Sec. 26.23.515. Qualifications of emergency responders. An emergency responder holding a license, certificate, or other permit issued by a state agency, or a political subdivision of the state evidencing the responder's qualification in a professional, mechanical, or other skill shall be considered to be licensed, certified, or permitted in the requesting political subdivision during the emergency, disaster, drill, or exercise, subject to limitations and conditions prescribed by the principal executive officer of the requesting political subdivision in writing.

Sec. 26.23.520. Emergency responder not an employee of a requesting political subdivision. An emergency responder from a political subdivision that responds to a political subdivision requesting assistance is not an employee of the political subdivision requesting assistance and is not entitled to any right, privilege, or benefit of employment from the requesting political subdivision, including compensation, wages, salary, leave, pension, health, or another benefit.

Sec. 26.23.525. Workers' compensation and benefits following injury to or death of emergency responder. An emergency responder that is responding to and rendering assistance in a political subdivision that has requested assistance under AS 26.23.510 who sustains an injury or dies in the course of providing assistance to the requesting political subdivision under AS 26.23.500 - 26.23.549 is entitled to receive only the benefits otherwise authorized by law for an injury sustained, or a death that occurs in the course of employment with, or while providing services to, the responding political subdivision. This section does not affect the right of a person to receive benefits to which the person would otherwise be entitled under any law, nor does it affect entitlement to any other benefits or compensation authorized by state or federal law.

Sec. 26.23.530. Reimbursement for assistance provided and disputes relating to reimbursement.
(a) A political subdivision that has received assistance from another political subdivision under AS 26.23.510 shall reimburse the political subdivision that provided assistance for the true and full value of the assistance provided. Requests for reimbursement shall be made in accordance with procedures and guidelines developed by the Alaska division of homeland security and emergency management under AS 26.23.040(e). However, if authorized by law, a responding political subdivision may donate its assistance provided under AS 26.23.500 - 26.23.549 to a requesting political subdivision.
(b) If a dispute regarding reimbursement arises between political subdivisions, the political subdivision asserting the
dispute shall provide written notice to the other political subdivision identifying the reimbursement issues in dispute. If
the dispute is not resolved within 90 days after receipt of the dispute notice by the political subdivision asserting the
dispute, either party to the dispute may request arbitration under AS 09.43.300 - 09.43.595 (Revised Uniform Arbitration
Act) by giving written notice to the other party. Costs of the arbitration, including compensation for the arbitrator's
services, must be borne equally by the political subdivisions participating in the arbitration, and each political
subdivision shall bear its own costs and expenses, including legal fees and witness expenses, in connection with the
arbitration proceeding.

Sec. 26.23.540. Tort liability of participating political subdivisions and emergency responders. For purposes of liability,
all persons responding under the operational control of the requesting political subdivision shall be considered to be
agents of the requesting political subdivision. An action for damages for an act or omission may not be brought against a
responding political subdivision, or an officer or employee of a responding political subdivision, in providing assistance
under AS 26.23.500 - 26.23.549. This section does not preclude liability for civil damages that are the result of gross
negligence or reckless or intentional misconduct.

(1) "assistance" means emergency responders and resources provided by a responding political subdivision in
response to a request from a requesting political subdivision;
(2) "emergency responder" means an employee of a responding political subdivision or of a contractor under contract
with a responding political subdivision or a member of a volunteer fire department registered with the state fire marshal
that provides services to the responding political subdivision, who is designated in writing by that responding political
subdivision as possessing skills, qualifications, training, knowledge, or experience that may be needed, under a request
for assistance under AS 26.23.500 - 26.23.549, for
(A) response, mitigation, or recovery activities related to a disaster; or
(B) participation in drills or exercises in preparation for a disaster;
(3) "operational control"
(A) means the limited authority to direct tasks, assignments, and use of assistance provided pursuant to a request for
assistance under AS 26.23.500 - 26.23.549 for
(i) response, mitigation, or recovery activities related to a disaster; or
(ii) participation in drills or exercises in preparation for a disaster;
(B) does not include medical protocols or standard operating procedures observed in the responding political
subdivision, or any right, privilege, or benefit of ownership or employment, including disposition, compensation, wages,
salary, pensions, health benefits, leave, seniority, discipline, promotion, hiring, or firing;
(4) "resources" means supplies, materials, equipment, facilities, energy, services, information systems, and other
assets, except for emergency responders, that may be needed, under a request for assistance from a political
subdivision, for
(A) response, mitigation, or recovery activities related to a disaster; or
(B) participation in drills or exercises in preparation for a disaster;
(5) "state agency" has the meaning given in AS 37.05.990.