



State of New Mexico
Intrastate Mutual Aid System¹
(IMAS)

Implementation Guide
July 2014

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INTRODUCTION

It is recognized that emergencies often overwhelm local government capability, transcend jurisdictional boundaries, and that intergovernmental coordination is essential for the protection of lives and property. This cooperation is also essential for the maximum use of available resources. Under the Intrastate Mutual Aid System (IMAS) member jurisdictions may request assistance from other member jurisdictions to prevent, mitigate, respond to, or recover from an emergency or disaster, or in concert with drills or exercises. Any resource (personnel, assets and equipment) of a member jurisdiction may be made available to another member jurisdiction.

Use of IMAS will be in accordance with the New Mexico Emergency Operations System (EOS) as established in the New Mexico All-Hazard Emergency Operations Plan.

Pursuant to the Intrastate Mutual Aid Act, IMAS is composed of and may be described as:

- Guidelines and procedures for implementing IMAS;
- Actions taken in requesting aid for an emergency or disaster;
- Actions taken in responding to a request for aid; and,
- The committee and actions taken by the committee.

Note: The Intrastate Mutual Aid System (IMAS) provides no immunity, rights or privileges to individuals that respond to an emergency that are not requested and authorized to respond by member jurisdictions, in accordance with the Act.

SYSTEM MEMBERSHIP, PARTICIPATION AND WITHDRAWAL

Pursuant to the Intrastate Mutual Aid Act, the state (New Mexico Department of Homeland Security and Emergency Management) and every political subdivision of the state is automatically part of the Intrastate Mutual Aid System (IMAS). Participation in the system does not preclude member jurisdictions from entering into other agreements with other political subdivisions or Indian nations, tribes or pueblos, to the extent provided by law. Participation does not supersede nor affect any other agreement to which a political subdivision is a party or may become a party.

An Indian nation, tribe or pueblo located within the boundaries of the state may become a member jurisdiction upon adoption by the tribal government of a resolution declaring the tribe's desire to be a member jurisdiction and intent to comply with the provisions of the Intrastate Mutual Aid Act and the guidelines and procedures adopted by the committee. Participation becomes official upon receipt by the New Mexico Department of Homeland Security and Emergency Management, Response and Recovery Bureau of a copy of the resolution.

Member jurisdictions (other than the state) may elect to withdraw from or not participate in the system, but only by adopting a resolution or ordinance declaring these intentions. Withdrawal becomes official upon receipt of a copy of the resolution or ordinance by the New Mexico Department of Homeland Security and Emergency Management.

Attachment 1 contains a current list of participating member jurisdictions.

BASIC PROVISIONS

1. LIMITATION ON AID

A member jurisdiction may withhold resources to the extent necessary to provide reasonable protection of and services in its jurisdiction.

2. REQUEST FOR ASSISTANCE

Requests for assistance shall be made by or through (Attachment 2 Authorized Officials):

- The presiding officer of the governing body of the member jurisdiction, or
- The chief executive officer of a member jurisdiction, or
- The officer's designee(s).

Resource requests will contain the following information, at a minimum:

- Incident Name, Tracking Number, and Date and Time of request
- Name, title, and contact information for the person placing the resource request
- Name, title, and contact information for the person authorizing the request
- Resource information, as applicable:
 - C – Capability of resource
 - S – Size of resource
 - A – Amount/Quantity of resource
 - L – Location for resource to report/be delivered
 - T – Type of resource needed
 - T – Time for resource to report/be delivered and duration of the assignment
- Resource assignment details including:
 - Operating environment and conditions
 - To whom the resource will report
 - How it will be directed
 - Communications protocols
 - Other mission essential information

Resource requests can be made directly to other member jurisdictions, through the New Mexico Department of Homeland Security and Emergency Management, Response and Recovery Bureau, or using a combined approach. However, a request does not constitute a resource order. Further coordination and authorization must occur before an IMAS agreement is reached.

Requests and deployment coordination may be done verbally or in writing. If verbal requests lead to deployments under IMAS, the agreement shall be committed to writing within thirty days of the date on which the agreement was made. However, it is recommended that the written agreement be done concurrently with the verbal request and deployment coordination

or at the earliest possible time immediately following. The IMAS Request and Offer Form (Attachment 3) is to be utilized for this process.

The State of New Mexico is strongly encouraging parties involved in mutual aid to have a written agreement or request form (IMAS form) in place prior to any deployment. DHSEM discourages resources from "self-deploying" (i.e. deploy without a request for mutual aid assistance by a Requesting Entity) to the affected jurisdiction.

FEMA Policy 9523.6

Mutual Aid Agreements for Public Assistance & Fire Management Assistance

The reimbursement provisions of a mutual aid agreement must not be contingent on a declaration of an emergency, major disaster, or fire by the Federal government.

FEMA encourages parties to address the subject of reimbursement in their written mutual aid agreements. FEMA will honor the reimbursement provisions in a pre-event agreement to the extent they meet the requirements of this policy.

When a pre-event agreement specifies that no reimbursement will be provided for mutual aid assistance, FEMA will not pay for the costs of assistance.

Post-event verbal agreements must be documented in writing and executed by an official of each entity with authority to request and provide assistance, and provided to FEMA as a condition of receiving reimbursement. The agreement should be consistent with past practices for mutual-aid between the parties. A written post-event agreement should be submitted within 30 days of the Requesting Entity's Applicant's Briefing.

Requesting and Providing Entities must keep detailed records of the services requested and received, and provide those records as part of the supporting documentation for a reimbursement request.

A request for reimbursement of mutual aid costs must include a copy of the mutual aid agreement - whether pre- or post-event - between the Requesting and Providing Entities.

3. NEGOTIATION AND DEPLOYMENT COORDINATION

Consideration of requests and deployment coordination shall be done by or through (Attachment 2 Authorized Officials):

- The presiding officers of the governing bodies of the member jurisdictions, or
- The chief executive officers of member jurisdictions, or
- The officer's designee(s).

Upon receiving a request for assistance, member jurisdiction officers and/or their designees shall consider the request, determine availability, and respond to the requesting party

concerning whether or not they are able to fulfill the request. If a member jurisdiction is able to fulfill the request it shall provide the following minimum information, in the form of an offer of assistance:

- Variations from the original request, if any
- Estimated cost of fulfilling the request², if any
- Logistical requirements for the resource, if any
- Estimated travel time from home base to designated reporting location.

A request does not constitute a resource order. Only after an authorized offer of assistance has been accepted by an officer or designee of the requesting jurisdiction is there an agreement and deployment can begin.

Requests and deployment coordination may be done verbally or in writing. If verbal requests lead to deployments under IMAS, the agreement shall be committed to writing within thirty days of the date on which the agreement was made. However, it is recommended that the written agreement be done concurrent with the verbal request and deployment coordination or at the earliest possible time immediately following.

The IMAS Request and Offer Form (Attachment 3) is to be utilized for this process.

All resource deployments under the Intrastate Mutual Aid System shall be reported to the New Mexico Department of Homeland Security and Emergency Management for tracking and reporting to the committee. This is accomplished by sending a copy of each completed IMAS Request and Offer Form to the New Mexico Emergency Operations Center (NMEOC).

4. CONTROL OF RESOURCES

Member jurisdictions' resources (personnel, assets and equipment) are subject to the following conditions when deployed under IMAS:

- Member jurisdiction resources remain under the command and administrative control of the assisting member (home) jurisdiction for purposes that include standard operating procedures, medical and other protocols;
- The assisting member (home) jurisdiction is responsible for tracking the resource's progress from the point of departure through arrival at the designated reporting location;

² A jurisdiction requesting aid under IMAS deserves a timely, good-faith effort by other member jurisdictions to estimate the cost of fulfilling the request. The costs that are typically estimated in the negotiation/coordination phase include personnel and contract costs, travel, lodging, meals or per diem costs, and equipment operation, maintenance, and/or rental costs. The estimates should be based on known rates for the resources and existing jurisdictional procedures for reimbursement. The IMAS Request and Offer Form provides a worksheet for estimating the cost. If a member jurisdiction intends to donate all or part of the cost of providing assistance it can be indicated verbally and on the IMAS Request & Offer Form.

- Upon check-in at the designated reporting location resources deployed under IMAS are under the operational control of the appropriate officials of the member jurisdiction receiving assistance;
- The jurisdiction receiving assistance is responsible for directing, maintaining accountability for, and ensuring the well-being of resources deployed under IMAS throughout the duration of the deployment;
- Excess resources must be released in a timely manner to reduce incident-related costs and to free up resources 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; and,
- Upon notification that a resource is to be demobilized, the assisting member (home) jurisdiction shall track the resource's progress from the time it is released through arrival at home base.

5. PORTABILITY OF BONA FIDES

If a person holds a license, certificate, permit or similar documentation that evidences the person's qualifications in a professional, mechanical or other skill and the person is deployed under IMAS, the person is:

- Considered to be licensed, certified, permitted or otherwise documented in the member jurisdiction receiving aid for the duration of the emergency or disaster or of the drills or exercises; and,
- Subject to legal limitations or conditions prescribed by the governing body or chief executive officer of the member jurisdiction receiving aid.

6. BENEFITS

If a person is an employee of an assisting jurisdiction that responds to a request under IMAS and the person sustains injury in the course of providing the assistance, the person is entitled to all applicable benefits, including workers' compensation benefits, that are normally available to the person as an employee of the member jurisdiction that employs the person. If a person sustains injury that results in death, the person's estate shall receive additional state and federal benefits that may be available for death in the line of duty.

7. LIABILITY

Except as provided in Section 6 (Benefits) of the Intrastate Mutual Aid Act, a person responding to a request for assistance by a member jurisdiction and who is under the operational control of that member jurisdiction is considered for the purposes of liability to be an employee of the requesting member jurisdiction.

8. REIMBURSEMENT

Responding member jurisdictions may decide not to request reimbursement, instead deciding to donate all or a portion of the cost of the assistance to the requesting member jurisdiction. For example, a jurisdiction may only seek to recoup extra-budgetary or replacement costs associated with providing assistance.

The Intrastate Mutual Aid Act states that a requesting member jurisdiction shall reimburse, to the extent permitted by law, each member jurisdiction that responds to a request for assistance and renders aid under IMAS. As a general guideline, reimbursable costs are those that would normally be submitted for reimbursement and considered eligible as emergency costs under state and federal disaster assistance programs.

Requests for reimbursement shall be in accordance with procedures developed by the New Mexico Department of Homeland Security and Emergency Management and approved by the committee. Reimbursement shall be for actual expenses incurred in rendering assistance pursuant to the actual agreement to provide assistance. Expenses that are typically considered reimbursable include:

- Personnel and contract costs
- Travel and lodging costs
- Costs for meals or per diem
- 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

To avoid duplication of payments, a responding member jurisdiction shall not request reimbursement for costs that will be recouped through normal insurance mechanisms or where emergency costs are eligible for reimbursement through direct participation in state or federal assistance programs.

9. DISPUTE RESOLUTION

If a dispute regarding reimbursement arises between a member jurisdiction that requested assistance and a member jurisdiction that provided assistance under IMAS, they shall make every effort to resolve the dispute within thirty days of written notice of the dispute given by the member jurisdiction raising the dispute to the other member jurisdiction. If the dispute is not resolved within ninety days from the date of the written notice, either member jurisdiction may:

- Request the Department of Finance and Administration to resolve the dispute; or
- If one of the disputing member jurisdictions is an Indian nation, tribe or pueblo, request arbitration pursuant to the commercial arbitration rules and mediation procedures of the American Arbitration Association.

EMERGENCY MANAGEMENT ASSISTANCE COMPACT (EMAC)

The Intrastate Mutual Aid System is closely tied to the State of New Mexico's participation in the Emergency Management Assistance Compact (EMAC) for the seamless escalation of disaster response and execution of national mutual aid. IMAS is the mechanism by which resources of member jurisdictions will be deployed under EMAC. No separate agreement is necessary, although individual resource orders will be executed in accordance with IMAS and the New Mexico Emergency Operations System.

Any local resources made available will be deployed through IMAS or memorandum of understanding (MOU). Personnel deploying under EMAC will be given a Mission Order Authorization Form which outlines the mission, helpful information, and guidance. No deployments should be made prior to receiving a formal request via a REQ-A form that is approved by the New Mexico Authorized Representative. The EMAC REQ-A form is the 'contract' between member states that describes costs, length of service, types of resources, and other pertinent information. This form establishes the legal and financial liability of all parties involved and is absolutely required for deployment.

INTRASTATE MUTUAL AID COMMITTEE

The Committee shall consist of eleven members appointed by the Governor, including a representative of the Department of Public Safety and the Governor's Homeland Security Advisor (who shall be a permanent member and the presiding officer of the committee). The members shall represent emergency management and response disciplines, political subdivisions and, if participating, Indian nations, tribes or pueblos. Appointments shall be made for terms expiring four years from the date of the appointment. The committee shall elect from among its members a vice-presiding officer and any other officers the committee deems appropriate. The committee shall meet at least annually and may meet at the call of the presiding officer or as otherwise called by seven of its members. The committee shall be attached to the Department of Public Safety for administrative purposes only.

Note: The Homeland Security and Emergency Management Act of 2007, NMSA § 1978, 9-28-1 through 9-28-6, results in the following administrative modifications: the Department of Public Safety (DPS) representative is now the Department of Homeland Security and Emergency Management (DHSEM) representative, the Governor's Homeland Security Advisor is the DHSEM Director, and the Intrastate Mutual Aid Committee is attached to the DHSEM for administrative purposes.

The committee shall:

- Review the progress and status of intrastate mutual aid;
- Assist in developing methods to track and evaluate the activation of the system;
- Examine issues facing member jurisdictions in the implementation of intrastate mutual aid;
- Develop, adopt and disseminate comprehensive guidelines and procedures that address the following:

- 1) Projected or anticipated costs of establishing and maintaining the system;

- 2) Checklists for requesting and providing assistance;
 - 3) Record-keeping for member jurisdictions;
 - 4) Procedures for reimbursing the actual and legitimate expenses of a member jurisdiction that responds to a request for aid through the system; and,
 - 5) Other forms and tools required to implement the system.
- Adopt other guidelines or procedures considered necessary by the committee to implement an effective and efficient system.

MAINTENANCE AND TRACKING USE OF THE SYSTEM

All resource deployments under the Intrastate Mutual Aid System shall be reported to the New Mexico Department of Homeland Security and Emergency Management for tracking purposes.

An annual report will be prepared on the condition and effectiveness of IMAS with recommendations for correcting any deficiencies.

Day-to-day management and administration of IMAS shall be done by the New Mexico Department of Homeland Security and Emergency Management, Response and Recovery Bureau.

PO Box 27111
Santa Fe, NM 87502
505.476.9600 office
505.471.5922 fax
www.nmdhsem.org

Points of Contact:

Evonne Gantz
Operations Unit Manager
Response & Recovery Bureau
505.476.9684
evonne.gantz@state.nm.us

And

Jonathan Hall
NMEOC Watch Officer
Operations Unit
(505) 231-7365
jonathan.hall@state.nm.us

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ATTACHMENT 1 LIST OF CURRENT IMAS MEMBERS

COUNTIES	INCORPORATED JURISDICTIONS
Bernalillo	Albuquerque Los Ranchos de Albuquerque Tijeras
Catron	Reserve
Chaves	Dexter Hagerman Lake Arthur Roswell
Cibola	Grants Milan
Colfax	Angel Fire Cimarron Eagle Nest Maxwell Raton Springer
Curry	Clovis Grady Melrose Texico
De Baca	Fort Sumner

ATTACHMENT 1 LIST OF CURRENT IMAS MEMBERS

Dona Ana	Hatch Las Cruces Mesilla Sunland Park
Eddy	Artesia Carlsbad Hope Loving
Grant	Bayard Hurley Santa Clara Silver City
Guadalupe	Santa Rosa Vaughn
Harding	Mosquero Roy
Hidalgo	Lordsburg Virden
Lea	Eunice Hobbs Jal Lovington Tatum

ATTACHMENT 1 LIST OF CURRENT IMAS MEMBERS

Lincoln	Capitan Carrizozo Corona Ruidoso Ruidoso Downs
Los Alamos	
Luna	Columbus Deming
McKinley	Gallup
Mora	Wagon Mound
Otero	Alamogordo Cloudcroft Tularosa
Quay	House Logan San Jon Tucumcari

ATTACHMENT 1 LIST OF CURRENT IMAS MEMBERS

Rio Arriba	Chama Espanola
Roosevelt	Causey Dora Elida Floyd Portales
San Juan	Aztec Bloomfield Farmington
San Miguel	Las Vegas Pecos
Sandoval	Bernalillo Corrales Cuba Jemez Springs Rio Rancho San Ysidro
Santa Fe	Edgewood Santa Fe
Sierra	Elephant Butte Truth or Consequences Williamsburg

ATTACHMENT 1 LIST OF CURRENT IMAS MEMBERS

Socorro	Magdalena Socorro
Taos	Questa Red River Taos Taos Ski Valley
Torrance	Encino Estancia Moriarty Mountainair Willard
Union	Clayton Des Moines Folsom Grenville
Valencia	Belen Bosque Farms Los Lunas

ATTACHMENT 2 AUTHORIZED OFFICIALS

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Deployment Details

Deployment Date
Demobilization Date
Length of Mission
including travel time

Work Location

Physical Address and/or Latitude & Longitude Coordinates

Working Conditions

limited infrastructure/support services?

Living Conditions

only applicable if assisting personnel will remain in requesting jurisdiction

Health & Safety Concerns

check all that apply

- No Safety or Health Concerns have been Identified
- Immunizations or Vaccinations are recommended to Deploy
- Environmental Hazards Exist
- PPE Needed

Please explain in Detail if 'yes' was Selected to Any of the Above Health & Safety Concerns

Staging Area and Point of Contact

POC Information

first & last name, agency, title, email address, office & cell numbers

Staging Area Name

Physical Address

City

Zip Code

Latitude & Longitude Coordinates

if applicable

IMAS Authorized Official Signature certifying the information above accurately represents to the best of their knowledge, the resource request at this time

Name of IMAS Authorized Official

Title of IMAS Authorized Official

Signature of IMAS Authorized Official

Date

ATTACHMENT 3 IMAS REQUEST AND OFFER FORM

Part 2 – Offer

OFFER SECTION

To be completed by the Assisting Jurisdiction

Assisting Jurisdiction

Assisting Jurisdiction POC Information

first & last name, agency, title, email address, office & cell numbers

Resource Offer

Date Deployed

Date Demobilized

Number of Mission Days

include travel days

Mission Description

Resource Description

NIMS Type

Number Offered

Total Estimated Mission Costs

Does the entire cost of this mission need to be reimbursed to the assisting jurisdiction?

- Yes
- No
- Other:

IMAS Authorized Official Signature certifying the information above accurately represents to the best of their knowledge, the resource request at this time

Name of IMAS Authorized Official

Title of IMAS Authorized Official

Signature of IMAS Authorized Official

Date

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Continue »

Part 3 – Agreement – After an authorized offer of assistance has been accepted by an officer or designee of the requesting jurisdiction there is an agreement under IMAS – the authorized signatures below reflect the agreement.

ACCEPTANCE OF THE ASSISTING JURISDICTION'S OFFER

To be completed by the Requesting Jurisdiction

Event Name

Date

Mission Description

NM DHSEM Issued Mission Tracking #

not required

Name of Requesting Jurisdiction's IMAS Authorized Official

Title of IMAS Authorized Official

Signature of IMAS Authorized Official

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ATTACHMENT 4 INTRASTATE MUTUAL AID ACT

**CHAPTER 12-10B
INTRASTATE MUTUAL AID ACT**

12-10B-1. SHORT TITLE.

This act may be cited as the "Intrastate Mutual Aid Act".

12-10B-2. DEFINITIONS.

As used in the Intrastate Mutual Aid Act [12-10B-1 NMSA 1978]:

- A. "committee" means the intrastate mutual aid committee;
- B. "disaster" means the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from a natural or artificial cause, including tornadoes, windstorms, snowstorms, wind-driven water, high water, floods, earthquakes, landslides, mudslides, volcanic action, fires, explosions, air or water contamination, blight, droughts, infestations, riots, sabotage, hostile military or paramilitary action, disruption of state services, accidents involving radioactive or hazardous materials, bioterrorism or incidents involving weapons of mass destruction;
- C. "emergency" means the imminent threat of a disaster causing immediate peril to life or property that timely action can avert or minimize;
- D. "member jurisdiction" means the state, through the office of the governor or the governor's designee, a political subdivision or an Indian nation, tribe or pueblo that participates in the system;
- E. "political subdivision" means a county or a municipality; and
- F. "system" means the intrastate mutual aid system.

12-10B-3. COMMITTEE CREATED; MEMBERSHIP; MEETINGS; DUTIES; EXPENSES.

A. The "intrastate mutual aid committee" is created. The committee shall consist of eleven members appointed by the governor, including a representative of the department of public safety and the governor's homeland security advisor who shall be a permanent member and the presiding officer of the committee. The members shall represent emergency management and response disciplines, political subdivisions and, if participating, Indian nations, tribes or pueblos. Appointments shall be made for terms expiring four years from the date of appointment. The committee shall elect from among its members a vice-presiding officer and any other officers the committee deems appropriate. The committee shall meet at least annually and may meet at the call of the

ATTACHMENT 4 INTRASTATE MUTUAL AID ACT

presiding officer or as otherwise called by seven of its members. The committee shall be attached to the department of public safety for administrative purposes only.

B. The committee shall:

- (1) review the progress and status of intrastate mutual aid;
- (2) assist in developing methods to track and evaluate activation of the system;
- (3) examine issues facing member jurisdictions in the implementation of intrastate mutual aid;
- (4) develop, adopt and disseminate comprehensive guidelines and procedures that address the following:
 - (a) projected or anticipated costs of establishing and maintaining the system;
 - (b) checklists for requesting and providing intrastate mutual aid;
 - (c) record keeping for member jurisdictions; and
 - (d) procedures for reimbursing the actual and legitimate expenses of a member jurisdiction that responds to a request for aid through the system; and
- (5) adopt other guidelines or procedures considered necessary by the committee to implement an effective and efficient system.

C. Members of the committee shall not be paid for participating in committee meetings and activities; however:

- (1) members representing the state, its agencies or political subdivisions shall receive per diem and mileage expenses as provided in the Per Diem and Mileage Act [10-8-1 NMSA 1978] paid by their sponsors;
- (2) members representing the private sector shall receive per diem and mileage expenses as provided in the Per Diem and Mileage Act paid by the department of public safety; and
- (3) members representing Indian nations, tribes or pueblos may be compensated or reimbursed as provided by the tribal government they represent.

12-10B-4. INTRASTATE MUTUAL AID SYSTEM; INITIAL PARTICIPATION;
WITHDRAWAL.

ATTACHMENT 4 INTRASTATE MUTUAL AID ACT

A. The "intrastate mutual aid system" is created. The system, pursuant to the Intrastate Mutual Aid Act, is composed of and may be described as:

- (1) member jurisdictions and action taken by a member jurisdiction;
- (2) the committee and action taken by the committee;
- (3) guidelines and procedures;
- (4) action taken with respect to requesting aid for an emergency or disaster; and
- (5) action taken with respect to responding to a request for aid for an emergency or disaster.

B. The state and, except as provided in Subsection D of this section, every political subdivision of the state is part of the system.

C. An Indian nation, tribe or pueblo located within the boundaries of the state may become a member jurisdiction upon:

- (1) adoption by the tribal government of a resolution declaring the tribe's desire to be a member jurisdiction and to comply with the provisions of the Intrastate Mutual Aid Act [12-10B-1 NMSA 1978] and the guidelines and procedures adopted by the committee; and
- (2) receipt by the emergency planning and coordination bureau of the department of public safety of a copy of the resolution.

D. A member jurisdiction other than the state may elect not to participate in or to withdraw from the system upon:

- (1) adopting a resolution or ordinance declaring that the member jurisdiction elects not to participate in or to withdraw from the system; and
- (2) receipt by the emergency planning and coordination bureau of the department of public safety of a copy of the resolution or ordinance.

E. This section does not preclude a member jurisdiction from entering into any other agreement with another political subdivision or Indian nation, tribe or pueblo, to the extent provided by law, and does not affect any other agreement to which a political subdivision is a party or may become a party.

12-10B-5. REQUEST FOR AID.

A. A member jurisdiction may request aid from another member jurisdiction:

ATTACHMENT 4 INTRASTATE MUTUAL AID ACT

- (1) to prevent, mitigate, respond to or recover from an emergency or disaster; or
- (2) in concert with drills or exercises between member jurisdictions.

B. A request for aid shall be made by or through the presiding officer of the governing body of a member jurisdiction or the chief executive officer or the officer's designee of a member jurisdiction. A request may be verbal or in writing. If the request is verbal, it shall be confirmed in writing within thirty days of the date on which the request was made.

12-10B-6. LIMITATION ON AID; COMMAND AND CONTROL.

A member jurisdiction that responds to a request to provide aid to prevent, mitigate, respond to or recover from an emergency or disaster or in drills or exercises is subject to the following conditions:

A. a member jurisdiction that responds to a request for aid may withhold resources to the extent necessary to provide reasonable protection and services for that responding member jurisdiction;

B. the personnel of a responding member jurisdiction are under:

- (1) the command and control of the responding member jurisdiction for purposes that include medical protocols, standard operating procedures and other protocols; and
- (2) the operational control of the appropriate officials of the member jurisdiction receiving aid; and

C. the assets and equipment of a responding member jurisdiction are under:

- (1) the command and control of the responding member jurisdiction; and
- (2) the operational control of the appropriate officials of the member jurisdiction receiving aid.

12-10B-7. PORTABILITY OF BONA FIDES.

If a person holds a license, certificate, permit or similar documentation that evidences the person's qualifications in a professional, mechanical or other skill and the aid of the person is requested by a member jurisdiction, the person is:

A. considered to be licensed, certified, permitted or otherwise documented in the member jurisdiction that requests aid for the duration of the emergency or disaster or of the drills or exercises; and

ATTACHMENT 4 INTRASTATE MUTUAL AID ACT

B. subject to legal limitations or conditions prescribed by the governing body or chief executive officer of the member jurisdiction that requests aid.

12-10B-8. REIMBURSEMENT; DISPUTE RESOLUTION.

A. A requesting member jurisdiction shall reimburse, to the extent permitted by law, each member jurisdiction that responds to a request for aid and renders aid under the system, unless the responding member jurisdiction donates all or a portion of the cost of the aid to the requesting member jurisdiction.

B. A request for reimbursement shall be in accordance with procedures developed by the committee.

C. If a dispute regarding reimbursement arises between a member jurisdiction that requested aid under the system and a member jurisdiction that provided aid under the system, they shall make every effort to resolve the dispute within thirty days of written notice of the dispute given by the member jurisdiction raising the dispute to the other member jurisdiction. If the dispute is not resolved within ninety days from the date of the written notice, either member jurisdiction may:

- (1) request the department of finance and administration to resolve the dispute; or
- (2) if one of the disputing member jurisdictions is an Indian nation, tribe or pueblo, request arbitration pursuant to the commercial arbitration rules and mediation procedures of the American arbitration association.

12-10B-9. BENEFITS.

A. If a person is an employee of a member jurisdiction that responds to a request for aid under the system and the person sustains injury in the course of providing the requested aid, the person is entitled to all applicable benefits, including workers' compensation benefits, that are normally available to the person as an employee of the member jurisdiction that employs the person.

B. If a person described in Subsection A of this section sustains injury that results in death, the person's estate shall receive additional state and federal benefits that may be available for death in the line of duty.

12-10B-10. LIABILITY.

Except as provided in Section 9 [12-10B-9 NMSA 1978] of the Intrastate Mutual Aid Act, a person responding to a request for aid by a member jurisdiction and who is under the operational control of that member jurisdiction, as provided in Section 6 [12-10B-6 NMSA 1978] of the Intrastate Mutual Aid Act, is considered for the purposes of liability to be an employee of the requesting member jurisdiction.

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ARTICLE 15
Emergency Management Assistance Compact

Sec.

11-15-1. Short Title

11-15-2. Compact entered into.

11-15-1. Short title.

This act [11-15-1 and 11-15-2 NMSA 1978] may be cited as the "Emergency Management Assistance Compact".

11-15-2. Compact entered into.

The Emergency Management Assistance Compact [11-15-1 and 11-15-2 NMSA 1978] is enacted into law and entered into with all other jurisdictions legally joining therein in accordance with its terms, in a form substantially as follows:

"EMERGENCY MANAGEMENT ASSISTANCE COMPACT"

ARTICLE 1 - PURPOSE AND AUTHORITIES

A. The Emergency Management Assistance Compact is made and entered into by and between the participating member states that enact that compact.

B. As used in the Emergency Management Assistance Compact:

(1) "party states" means the participating member states to the compact; and

(2) "state" means the several states, the Commonwealth of Puerto Rico, the District of Columbia and all United States territorial possessions.

C. The purpose of the Emergency Management Assistance Compact is to provide for mutual assistance between the party states in managing any emergency or disaster that is duly declared by the governor of the affected state, whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resources shortages, community disorders, insurgency or enemy attack.

D. The Emergency Management Assistance Compact shall also provide for mutual cooperation in emergency-related exercises, testing or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by party states or subdivisions of party states during emergencies, such actions occurring outside actual declared emergency periods. Mutual assistance pursuant to that compact may include the use of the states' national guard forces, either in accordance with the National Guard Mutual Assistance Compact or by mutual agreement between states.

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ARTICLE 2 - GENERAL IMPLEMENTATION

A. Each party state entering into the Emergency Management Assistance Compact recognizes that many emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential in managing these and other emergencies under that compact. Each state further recognizes that there will be emergencies that require immediate access and will present procedures to apply outside resources to make a prompt and effective response to such an emergency. This is because few, if any, individual states have all the resources they may need in all types of emergencies or the capability of delivering resources to areas where emergencies exist.

B. The prompt, full and effective use of resources of the participating states, including any resources on hand or available from the federal government or any other source, that are essential to the safety, care and welfare of the people in the event of any emergency or disaster declared by a party state, shall be the underlying principle on which all articles of the Emergency Management Assistance Compact shall be understood.

C. On behalf of the governor of each state participating in the compact, the legally designated state official who is assigned responsibility for emergency management will be responsible for formulation of the appropriate interstate mutual aid plans and procedures necessary to implement the Emergency Management Assistance Compact.

ARTICLE 3 - PARTY STATE RESPONSIBILITIES

A. It shall be the responsibility of each party state to formulate procedural plans and programs for interstate cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, the party states, insofar as practical, shall:

(1) review individual state hazards analyses and, to the extent reasonably possible, determine all those potential emergencies the party states might jointly suffer, whether due to natural disaster, technological hazard, man-made disaster, emergency aspects of resource shortages, civil disorders, insurgency or enemy attack;

(2) review party states' individual emergency plans and develop a plan that will determine the mechanism for the interstate management and provision of assistance concerning any potential emergency;

(3) develop interstate procedures to fill any identified gaps and to resolve any identified inconsistencies or overlaps in existing or developed plans;

(4) assist in warning communities adjacent to or crossing the state boundaries;

(5) protect and ensure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue and critical life-line equipment, services and resources, both human and material;

(6) inventory and set procedures for the interstate loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness; and

(7) provide, to the extent authorized by law, for temporary suspension of any statutes or ordinances that restrict the implementation of the responsibilities delineated in this subsection.

B. The authorized representative of a party state may request assistance of another party state by contacting the authorized representative of that state. The provisions of this agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be

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verbal or in writing. If verbal, the request shall be confirmed in writing within thirty days of the verbal request. Requests shall provide the following information:

(1) a description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services and search and rescue;

(2) the amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and

(3) the specific place and time for staging of the assisting party's response and a point of contact at that location.

C. There shall be frequent consultation between state officials who have assigned emergency management responsibilities and other appropriate representatives of the party states with affected jurisdictions and the United States government, with free exchange of information, plans and resource records relating to emergency capabilities.

ARTICLE 4 - LIMITATIONS

A. Any party state requested to render mutual aid or conduct exercises and training for mutual aid shall take such action as is necessary to provide and make available the resources covered by the Emergency Management Assistance Compact in accordance with the terms of the compact; provided that it is understood that the state rendering aid may withhold resources to the extent necessary to provide reasonable protection for such state.

B. Each party state shall afford to the emergency forces of any party state, while operating within its state limits under the terms and conditions of the Emergency Management Assistance Compact, the same powers, except that of arrest unless specifically authorized by the receiving state, duties, rights and privileges as are afforded forces of the state in which they are performing emergency services. Emergency forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency services authorities of the state receiving assistance. These conditions may be activated, as needed, only subsequent to a declaration of a state of emergency or disaster by the governor of the party state that is to receive assistance or commencement of exercises or training for mutual aid and shall continue so long as the exercises or training for mutual aid are in progress, the state of emergency or disaster remains in effect or loaned resources remain in the receiving states, whichever is longer.

ARTICLE 5 - LICENSES AND PERMITS

Whenever any person holds a license, certificate or other permit issued by any state party to the compact evidencing the meeting of qualifications for professional, mechanical or other skills, and when such assistance is requested by the receiving party state, such person shall be deemed licensed, certified or permitted by the state requesting assistance to render aid involving such skill to meet a declared emergency or disaster, subject to such limitations and conditions as the governor of the requesting state may prescribe by executive order or otherwise.

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ARTICLE 6 - LIABILITY

Officers or employees of a party state rendering aid in another state pursuant to the Emergency Management Assistance Compact shall be considered agents of the requesting state for tort liability and immunity purposes; and no party state or its officers or employees rendering aid in another state pursuant to that compact shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article shall not include willful misconduct, gross negligence or recklessness.

ARTICLE 7 - SUPPLEMENTARY AGREEMENTS

Inasmuch as it is probable that the pattern and detail of the machinery for mutual aid among two or more states may differ from that among the party states, the Emergency Management Assistance Compact contains elements of a broad base common to all states, and nothing in that compact shall preclude any state from entering into supplementary agreements with another state or affect any other agreements already in force between states. Supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.

ARTICLE 8 - COMPENSATION

Each party state shall provide for the payment of compensation and death benefits to injured members of the emergency forces of that state and representatives of deceased members of such forces in case such members sustain injuries or are killed while rendering aid pursuant to the Emergency Management Assistance Compact in the same manner and on the same terms as if the injury or death were sustained within its own state.

ARTICLE 9 - REIMBURSEMENT

Any party state rendering aid in another party state pursuant to the Emergency Management Assistance Compact shall be reimbursed by the party state receiving such aid for any loss or damage to or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and for the costs incurred in connection with such requests; provided, that any aiding party state may assume in whole or in part such loss, damage, expense or other cost, or may loan such equipment or donate such services to the receiving party state without charge or cost; and provided further, that any two or more party states may enter into supplementary agreements establishing a different allocation of costs among those states. Article 8 of that compact shall not be reimbursable under this provision.

ARTICLE 10 - EVACUATION

Plans for the orderly evacuation and interstate reception of portions of the civilian population as the result of any emergency or disaster of sufficient proportions to so warrant shall be worked out and maintained between the party states and the emergency management directors of the

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various jurisdictions where any type of incident requiring evacuations might occur. Such plans shall be put into effect by request of the state from which evacuees come and shall include the manner of transporting such evacuees; the number of evacuees to be received in different areas; the manner in which food, clothing, housing, and medical care will be provided; the registration of the evacuees; the providing of facilities for the notification of relatives or friends; and the forwarding of such evacuees to other areas or the bringing in of additional materials, supplies, and all other relevant factors. Such plans shall provide that the party state receiving evacuees and the party state from which the evacuees come shall mutually agree as to reimbursement of out-of-pocket expenses incurred in receiving and caring for such evacuees, for expenditures for transportation, food, clothing, medicines and medical care and like items. Such expenditures shall be reimbursed as agreed by the party state from which the evacuees come. After the termination of the emergency or disaster, the party state from which the evacuees come shall assume the responsibility for the ultimate support of repatriation of such evacuees.

ARTICLE 11 - IMPLEMENTATION

A. The Emergency Management Assistance Compact shall become operative immediately upon its enactment into law by any two (2) states; thereafter, the Emergency Management Assistance Compact shall become effective as to any other state upon its enactment by such state.

B. Any party state may withdraw from the Emergency Management Assistance Compact by enacting a statute repealing that compact, but no such withdrawal shall take effect until 30 days after the governor of the withdrawing state has given notice in writing of such withdrawal to the governors of all other party states. Such action shall not relieve the withdrawing state from obligations assumed hereunder prior to the effective date of withdrawal.

C. Duly authenticated copies of the Emergency Management Assistance Compact and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party states and with the Federal Emergency Management Agency and other appropriate agencies of the United States Government.

ARTICLE 12 - VALIDITY

This section shall be construed to effectuate the purposes stated in Article 1 of the Emergency Management Assistance Compact. If any provision of that compact is declared unconstitutional, or its applicability to any person or circumstances is held invalid, the constitutionality of the remainder of the compact and its applicability to other persons and circumstances shall not be affected.

ARTICLE 13 - ADDITIONAL PROVISIONS

Nothing in the Emergency Management Assistance Compact shall authorize or permit the use of military force by the national guard of a state at any place outside that state in any emergency for which the president is authorized by law to call into federal service the militia, or for any purpose for which the use of the army or the air force would in the absence of express statutory authorization be prohibited under Section 1385 of Title 18, United States Code.

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ARTICLE 14 - REPORTING TO THE LEGISLATURE

The secretary of public safety shall, by January, 2000, provide to the legislative finance committee copies of all mutual aid plans and procedures promulgated, developed or entered into after the effective date of this section. The secretary shall annually thereafter provide the legislative finance committee with copies of all new or amended mutual aid plans and procedures by January of each calendar year."

History: Laws 1999, ch. 87, § 2.

