

Iowa Department of Public Defense Iowa Homeland Security and Emergency Management Division



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Administrator

Iowa Mutual Aid Compact (IMAC)

Purpose

- Provide for mutual assistance between the participating governments during a declared emergency or disaster
- Provide for mutual cooperation in emergency-related exercises, testing, or other training activities using equipment and personnel simulating acts performed during emergencies

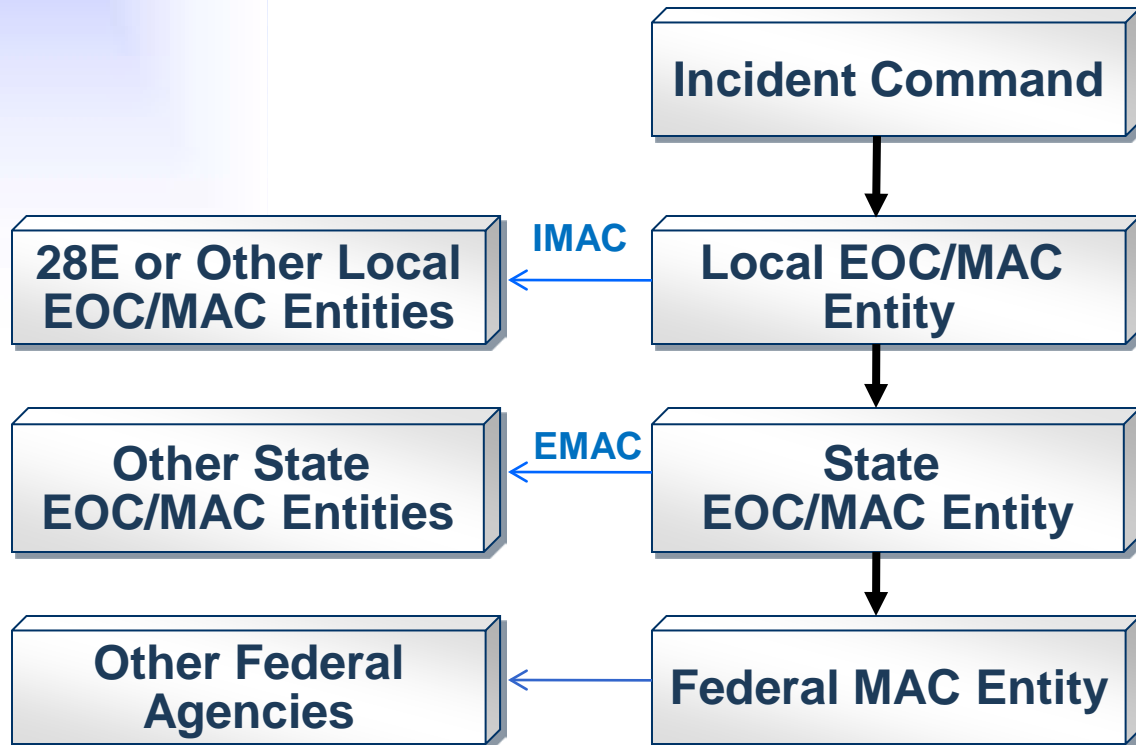
Iowa Mutual Aid Compact (IMAC)

Objectives

- Save lives and protect property
- Address equipment and personnel needs during disasters
- Facilitate efficient exchange of emergency response resources
- Demonstrate goodwill and unity among Iowa communities
- Fulfill NIMS/NRF mutual aid requirements

National Response Framework

Identifies need & makes request



Iowa Mutual Aid Compact (IMAC) History

- Signed into law April 22, 2002
- **Voluntary** intrastate program under IA Code Section 29C.22
- Designed to be a **local** program
- Compact between participating counties, cities and political subdivisions
- Participating governments adopt ordinance or resolution to become member
- Authorized Representatives and Designated Contacts were established by participating governments

Iowa Mutual Aid Compact (IMAC)

Senate File 441, 83rd GA

- Signed 4/17/2009
- IMAC legislation will change from ENABLING to a MANDATE as of **July 1, 2009**
- “Participating Governments” now include Emergency Management Commissions
- Withdraw through local resolution or ordinance
- “Authorized Representatives” named by position



IMAC Provisions

(Iowa Code 29.C.22)

Article I - Purpose & Authorities

- Use by “participating governments”:
Emergency Management Commission (29C.9),
all counties, cities, townships & other political
subdivisions
- Facilitates Mutual Assistance between
members once a local or state disaster is
declared
- Use during disasters & exercises

Article II - General Implementation

- Disasters transcend political boundaries
- Disasters may require resources beyond local capabilities
- Designed to provide prompt, full, & effective use of resources
- Compact Plans coordinated through local emergency management (Ch. 29C.22 § 2c)

Article III-Participant Responsibilities

- Write implementing SOPs for cooperation
 - Mechanism for assistance
 - Uninterrupted delivery of goods/services
 - Inventory/gap analysis
 - Reimbursement/forgiveness

- Designate Authorized Representative(s)
 - Mayor (or designee)
 - Member of County Board of Supervisors (or board representative)
 - Emergency Management Coordinator (or coordinator's designee)

Article III-Participant Responsibilities

Continued

- Authorized Representative(s)
 - Request assistance
 - Respond to requests for assistance
 - Initiate requests through HSEMD
 - Coordinate and consult with other members

Article IV – Limitations

- Activated by local or state emergency declaration
- Participating government may withhold resources to ensure reasonable protection at home
- Provide same powers (except arrest) for forces used by participating jurisdictions

Article V - Licenses & Permits

- Licenses and permits are reciprocal
- Subject to limits and conditions set by the Governor

Article VI - Liability

- Deployed personnel are considered agents of the requesting jurisdiction for tort liability and immunity purposes
- Those rendering aid shall not be liable for any act or omission made in good faith
- Good faith does NOT include willful misconduct, gross negligence, or recklessness

Article VII

Supplementary Agreements

- Compact contains broad elements common to all political subdivisions
- Supplemental agreements are allowed
- Does not impact existing agreements

Article VIII

Workers' Compensation

- Each participating government shall provide workers' compensation and death benefits to members who are injured or killed while rendering aid pursuant to this compact
- Compensation will be in the same manner and on the same terms as if the injury or death were sustained while working in their own jurisdiction

Article IX - Reimbursement

- The government rendering aid is entitled to reimbursement for the expense of running equipment or providing any service in answering a request for aid - and for any damage or loss
- Equipment and services can be donated and reimbursement can be waived
- Supplementary agreements may set other rates or means of compensation (Except Art. VIII)

Article X – Evacuation

- Requires plans for:
 - transportation of evacuees
 - providing food, clothing, housing & medical care
 - notification of relatives or friends
 - return of evacuees
 - how costs will be reimbursed

Article XI – Implementation

- Effective as of July 1, 2009
- Withdraw by ordinance or resolution
- Authenticated copies of withdrawal and any supplementary agreements for participants shall be filed with HSEMD

IMAC Does NOT:

- Replace or impact already existing 28E agreements
- Have initial outlay costs with membership
- Require involvement by the state

IMAC Does

- Provide **LOCALS** an efficient way to utilize mutual aid in a declared event
- Cover issues not formally addressed in other agreements
 - Tort liability, workman's comp, etc.



Requesting Assistance

(Iowa Code 29C.22)

IMAC Procedures

First...Proclamation of a Local
Emergency OR Governor's
Proclamation must be declared

Requesting Party

Sends proclamation and completed Req-A Part 1 to **Assisting Party** or verbally communicates request followed by a fully executed Req-A **within 30 days** of the verbal request

Req-A Part I



IOWA MUTUAL AID COMPACT (IMAC)
INTRASTATE MUTUAL AID REQUEST
Form REQ-A, 2009



Type or print all information except signatures

PART I: TO BE COMPLETED BY THE REQUESTING POLITICAL SUBDIVISION

To the Political Subdivision of:

From the Political Subdivision of:

Req-A Contact:

Telephone:

E-mail or Fax:

Incident Requiring Assistance:

Type of Assistance/Resources Needed (for more space, attach PART IV):

Date/Time Resources Needed:

Staging Area:

Approximate Date/Time Resources Released:

Authorized Representative Printed Name:

Authorized Representative Signature:

Title:

Agency:

Mission No:

Date:

Time:

Has a disaster or emergency been declared by the local government or by the governor?

Yes

No

Has the County Emergency Management Agency of the Requesting Political Subdivision been notified?

Yes

No

Required Information-Part I

1. IA Code Ch.29C.22 .III.b.(1)-(3)
2. ID emergency service function for which assistance is needed (Fire, EMA, Search & Rescue, Mass Care, Building Inspection, etc.)
3. Amount/type personnel, equipment, materials and supplies
4. Reasonable length of time needed
5. Specific place to meet and POC for that location

Assisting Party

Working with EMA and/or asset owners...

Authorized Representatives assess their resource capabilities to determine availability of personnel, equipment and other resources being requested

The Assisting Party will complete the Req-A Form, PART II with all costs identified and provide this form to the **Requesting Party**

Req-A Part II

PART II: TO BE COMPLETED BY THE ASSISTING POLITICAL SUBDIVISION			
Req-A Contact:		Telephone:	E-mail or Fax:
Resource Contact:		Telephone:	E-mail or Fax:
Type of Assistance Available (for more space, attach PART			
Resource Availability	Start Date/Time:		End Date/Time:
Logistics Required from Requesting Political Subdivision (for more space, attach PART IV):			
Cost Estimate (to provide a detailed explanation of cost, attach Part IV)			
Approximate cost for all PERSONNEL, EQUIPMENT and COMMODITIES:	\$	-	Per Day / Total (select one)
Approximate cost for TRAVEL:	\$	-	One Way / Total (select one)
Authorized Representative Printed Name:	Authorized Representative Sign		One Way / Total <input type="checkbox"/> (select or One Way Total Cost
Title:	Agency:	Mission No:	
Date:	Time:		
Has the County Emergency Management Agency of the Assisting Political Subdivision been notified?			<input type="checkbox"/> Yes <input type="checkbox"/> No

Continuing Part II...Req-A Part IV

PART IV: OTHER MISSION INFORMATION			
Continuation of:		PART I <input type="checkbox"/>	PART II <input type="checkbox"/>
DETAILED COST ESTIMATE			
Regular Time (including benefits)		\$ -	Personnel Costs
Overtime (including benefits)		\$ -	
Subtotal Personnel Costs		\$ -	
Meals		\$ -	Travel Costs
Lodging		\$ -	
Vehicle Rental/Bus/Taxi		\$ -	
Fuel/Mileage		\$ -	
Air Travel		\$ -	
Parking/Tolls		\$ -	
Subtotal Travel Costs		\$ -	
Description:		\$ -	Equipment Costs
Description:		\$ -	
Description:		\$ -	
Subtotal Equipment Costs		\$ -	
Description:		\$ -	Commodity Costs
Description:		\$ -	
Description:		\$ -	
Subtotal Commodity Costs		\$ -	
Description:		\$ -	Other Costs
Description:		\$ -	
Subtotal Other Costs		\$ -	
Grand Total Mission Estimate :		\$ -	

Reimbursement

Article IX

- The jurisdiction rendering aid is entitled to reimbursement for the expense of running equipment or providing any service in answering a request for aid - and for any damage or loss
- Equipment and services can be donated and reimbursement can be waived
- Supplementary agreements may establish a different allocation of costs (Except Art. VIII)

Reimbursable Expenses

Personnel

1. All direct/indirect payroll costs
 - **Reimburse** Employee wages, pension & benefits (GAAP)
 - Workman's comp (Art. VIII)
2. Travel Expenses

Reimbursable Expenses

Equipment

1. ***Reimburse*** use based on pre-established local/state hourly rates*

**If reimbursed by FEMA, eligible direct costs TBD*

2. ***Reimburse*** actual replacement, operations & maintenance expenses

Reimbursable Expenses

Materials & Supplies

- All materials and supplies furnished during period of assistance
- Does not include fuel & maintenance, supplies, & labor already accounted for in equipment use rate

Requesting Party

Accepts resources and costs outlined in Part II by completing Req-A Part III

Returns signed form to **Assisting Party**

Req-A Part III

PART III: REQUESTING POLITICAL SUBDIVISION APPROVAL

Authorized Representative Printed Name:

Authorized Representative Signature:

Title:

Agency:

Date:

Time:



Withdraw from IMAC

Withdraw

- Resolutions submitted in writing to HSEMD administrator
- Effective 30 days after administrator receives notification

For More Information

Contact:

Iowa Homeland Security & Emergency Management
Readiness & Response Bureau
(515) 323-4210