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

Mark Schouten
Administrator

Iowa Mutual Aid Compact (IMAC)
Purpose

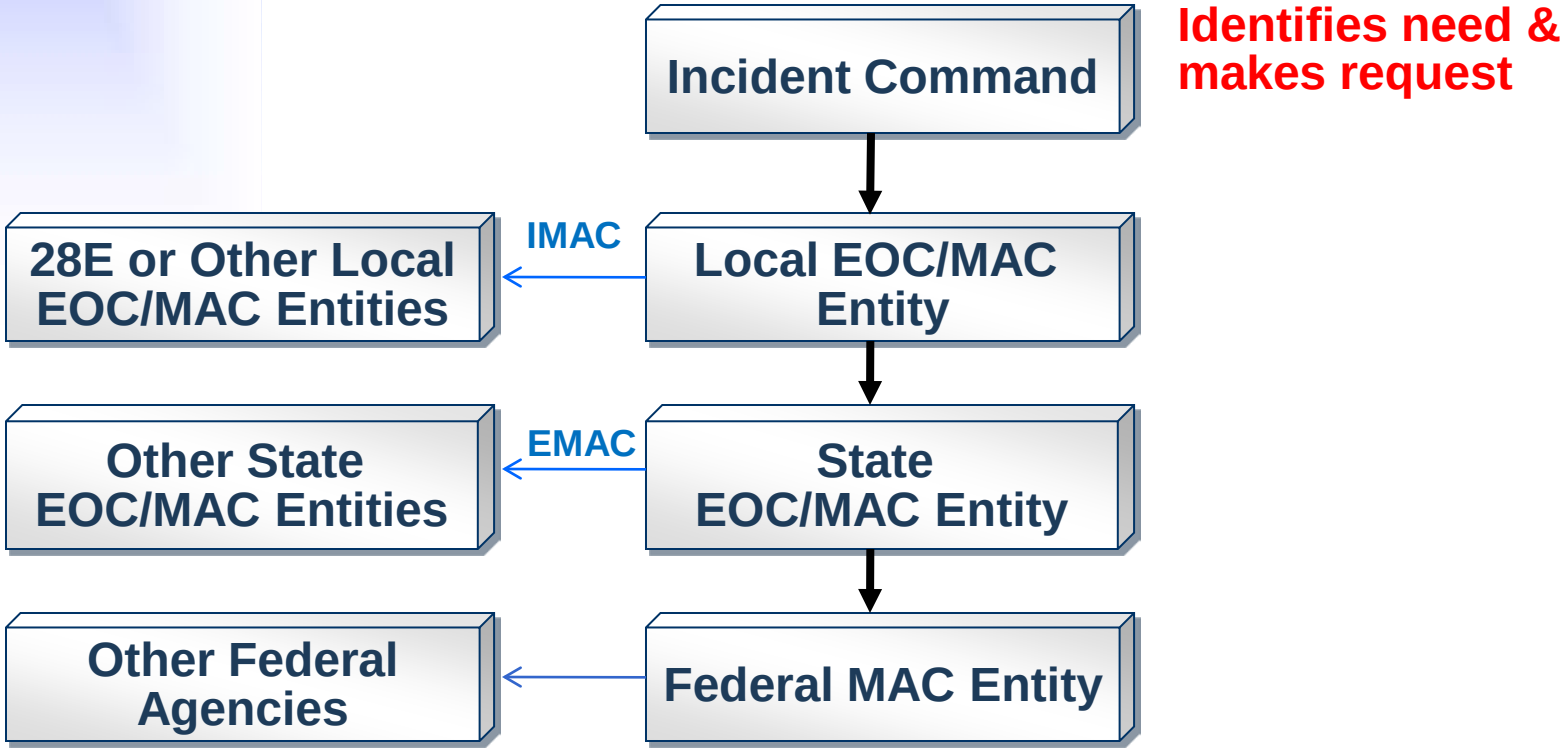
- Provide for mutual assistance between the participating governments during a declared emergency or disaster

- 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



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

Continuing Part I… Req-A Part IV

IOWA MUTUAL AID COMPACT (IMAC)
INTRASTATE MUTUAL AID REQUEST
Form REQ-A, 2009
Type or print all information

PART IV: OTHER MISSION INFORMATION

Continuation of: PART I ☐ PART I☐

Examples of OTHER INFORMATION:

Points of Contact:
-Additional POC or contact information for personnel who can address specific questions regarding the resources/assistance being requested

Assistance/Resources (required or available):
-Specific size/type/quantity of equipment or commodity
-License/accreditation/special skill of personnel

Logistics Required (by requesting or assisting party):
-Lodging and food (provided, must be self-sustained, etc.)
-Communications
-Transportation
-Protective gear (provided or not-provided)
-Set-up/operational needs for equipment--not provided (electrician for generator start-up, etc.)

Staging Area Location:
-Address or POC information for staging area

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 ☐(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?			☐ Yes	☐ No

Continuing Part II…Req-A Part IV

PART IV: OTHER MISSION INFORMATION		
Continuation of: PART I ☐ PART II ☐		
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
<u>Equipment</u>

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