

# Iowa Department of Homeland Security and Emergency Management



# 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

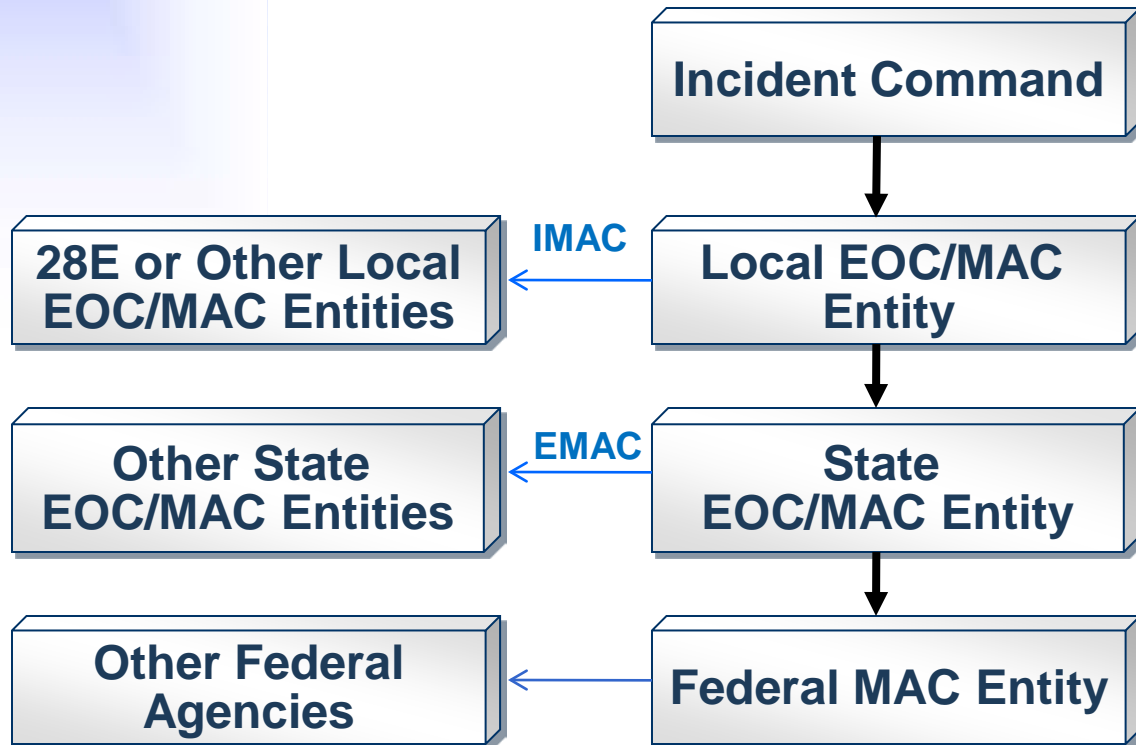
# Iowa Mutual Aid Compact (IMAC)

## 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, 83<sup>rd</sup> 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

 <b>IOWA MUTUAL AID COMPACT (IMAC)</b> <b>INTRASTATE MUTUAL AID REQUEST</b> Form REQ-A, 2009 Type or print all information	
<b>PART IV: OTHER MISSION INFORMATION</b>	
Continuation of: PART I <input type="checkbox"/> PART II <input type="checkbox"/>	

**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):			
<b>Cost Estimate (to provide a detailed explanation of cost, attach Part IV)</b>			
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)	\$	-		
<b>Subtotal Personnel Costs</b>	<b>\$</b>		<b>-</b>	
Meals	\$	-	Travel Costs	
Lodging	\$	-		
Vehicle Rental/Bus/Taxi	\$	-		
Fuel/Mileage	\$	-		
Air Travel	\$	-		
Parking/Tolls	\$	-		
<b>Subtotal Travel Costs</b>	<b>\$</b>		<b>-</b>	
Description:		\$	-	Equipment Costs
Description:		\$	-	
Description:		\$	-	
<b>Subtotal Equipment Costs</b>	<b>\$</b>		<b>-</b>	
Description:		\$	-	Commodity Costs
Description:		\$	-	
Description:		\$	-	
<b>Subtotal Commodity Costs</b>	<b>\$</b>		<b>-</b>	
Description:		\$	-	Other Costs
Description:		\$	-	
<b>Subtotal Other Costs</b>	<b>\$</b>		<b>-</b>	
<b>Grand Total Mission Estimate :</b>		<b>\$</b>		<b>-</b>

# 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 Department of Homeland Security &  
Emergency Management  
Response Division  
(515) 725-3231