

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Pottawattamie County Area Fire/Rescue Services

This Agreement is made pursuant to Chapter 28E, Code of Iowa, between any and all of the following: City of Avoca, Iowa; City of Carson, Iowa; City of Carter Lake, Iowa; City of Council Bluffs, Iowa; City of Crescent, Iowa; City of Hancock, Iowa; City of McClelland, Iowa; City of Minden, Iowa; City of Neola, Iowa; City of Oakland, Iowa; City of Underwood, Iowa; City of Walnut, Iowa; Lewis Township Volunteer Fire Department; Macedonia Volunteer Fire Department; and the Treynor Volunteer Fire Department;

WHEREAS, the undersigned entities (“Party” or collectively “Parties”) provide fire/rescue services and/or emergency medical services (“Emergency Services”) in Pottawattamie County and/or the adjoining counties of Cass County, Harrison County, Mills County, Montgomery County, and Shelby County (“adjoining counties”); and

WHEREAS, the fire departments of all the undersigned parties are members of the Pottawattamie County Firefighters Association; and

WHEREAS, a stated purpose of the Association is to provide mutual assistance (mutual aid) in fire protection, fire prevention, hazardous material mitigation, emergency medical services, and rescue; and

WHEREAS, the Pottawattamie County Mutual Aid Box Alarm System (MABAS) will be utilized as the primary automatic mutual aid dispatching system for structural fires and other emergencies; and

WHEREAS, the Parties have a desire to assist each other in time of need; and

WHEREAS, the Parties each maintain Emergency Services equipment and personnel to respond to the normal emergencies occurring within their respective jurisdictions; and

WHEREAS, situations may arise in regard to emergencies or circumstances which exhaust available personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time; and

WHEREAS, to combat such emergency situations, it is desirable for the Parties to render needed Emergency Services upon a reciprocal basis; and

WHEREAS, the governing bodies of each party are desirous of entering into this 28E Agreement (“Agreement”), the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

Section 1. Incorporation of Recitals

1.1 The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

Section 2. Definitions

- 2.1 Mutual Aid. The assistance of Emergency Services personnel and equipment provided by one Party (“Responding Agency”) and requested by the other Party (“Requesting Agency”) to this Agreement.
- 2.2 Incident Commander. The person, who, by virtue of his/her position with the Requesting Agency, is responsible for the overall direction and control of the emergency response activities.
- 2.3 Emergency. Any situation where a Party, due to lack of personnel or training, capability or capacity, special equipment needs or magnitude of event, and based upon actual circumstances, concludes that assistance is needed to protect life, stabilize the incident, and/or protect property within its jurisdiction.

Section 3. Purpose

- 3.1 This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide for Mutual Aid in case of an Emergency arising within the jurisdiction of the Parties to this Agreement.

Section 4. Request for Assistance

- 4.1 The authority to request mutual aid in an Emergency shall reside in the Fire Chief or the designee of the Requesting Agency. Such requests shall state the exact nature of the Emergency and shall include the amount and type of resources and the number and skills of personnel required, and shall specify the location where the personnel and equipment are to report (i.e., ICP, Staging, etc.) when arriving to ensure accountability of all resources, personnel, and to receive assignments. The final decision of type and amount of equipment and number of personnel to be provided by the Responding Agency to the Requesting Agency shall be at the sole discretion of the Responding Agency. Further, the Responding Agency shall be held harmless by the Requesting Agency from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the Requesting Entity.
- 4.2 Responding Agencies will be demobilized as soon as possible to return resources to their home districts. Responding Agencies may withdraw from an incident, as necessary, to cover emergencies in their home district by notifying the appropriate Incident Command authority. Responding Agencies are strongly encouraged to coordinate with Incident Command to ensure that there is no safety or operational hazards that may result from withdrawing their resources.
- 4.3 The Responding Agency holds all responsibility for training structural firefighters to the minimum standards as stated in Iowa Administrative Code 661 – 251.101 (100B). The Responding Agency will make the Incident Commander aware of any firefighters that responded that do not meet the minimum standard as stated in the Iowa Code.

Section 5. Authority over Joint Operations

- 5.1 The Incident Commander of the Requesting Agency shall retain overall control of all Emergency response activities. The ranking supervisor of the Responding Agency shall remain in command of his/her personnel and equipment subject, however, to the operational direction and control of the Incident Commander.

Section 6. Liability

- 6.1 Employees or volunteers of either Party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment or volunteer status with such Party. Under no circumstances are employees or volunteers of one Party to be considered employees or volunteers of the other Party.
- 6.2 Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this Agreement, whether the damages, costs, injury or death occurs at an Emergency in the Party's own jurisdiction or in the jurisdiction of the other Party. Nothing in this agreement is intended nor does it waive any right to seek federal or other assistance provided for disaster relief.
- 6.3 Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the Other Party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or the death of or injury to private persons, arising from services of response rendered pursuant to this Agreement. Provided, however, the Requesting Agency shall indemnify, defend and hold harmless the Responding Agency where any suits, actions, debts, damages, costs, charges or expenses arise from execution of a specific command or order pursuant to Section 5 of this Agreement.
- 6.4 Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.
- 6.5 The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.
- 6.7 This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

Section 7. Compensation

- 7.1 For Emergency Services, no Party shall be required to reimburse any other Party for the cost of providing the services set forth in this Agreement, unless the incident lasts twelve hours or longer. If an incident lasts twelve hours or longer, the Responding Agency may seek compensation from the Requesting Agency for the cost of providing the services set forth in this Agreement.
- 7.2 All services are billable if the incident lasts a minimum of twelve consecutive hours. Services include, but are not limited to:
- 7.2.1 Personnel (including backfill personnel)
 - 7.2.2 Equipment (at rates defined by FEMA)
 - 7.2.3 Supplies (actual cost incurred, including shipping of replacement supplies)

Documentation is required in the form of an incident report which clearly lists personnel, equipment and supplies used. Supply usage also requires an actual invoice copy.

- 7.3 This section does not apply to agencies of the identified parties to this Agreement that terminate their membership with the Pottawattamie County Firefighters Association or are classified by the Association as non-active members. Such agencies would be obligated to compensate all responding agencies for any assistance provided, of any duration, while not an active participating member of the Association.

Section 8. Agreement Not Exclusive

- 8.1 This Agreement is not intended to be exclusive as between parties hereto. Any of the parties may, as deemed necessary, enter into separate Mutual Aid Agreements, Service Contracts, Specialty Response Agreements, or the like with the understanding that such Agreements shall not change any relationship or covenant herein nor will this Agreement change any relationship or covenant in the additional Agreements.
- 8.2 In relation to a request for technician level hazardous materials response, the terms and conditions contained in the Hazardous Materials Response Contract between the City of Council Bluffs, the County of Pottawattamie, and the Pottawattamie County Emergency Management Commission shall be deemed controlling.

Section 9. Termination

- 9.1 This Agreement may be terminated with respect to that Party for any reason by any Party by giving written notice, by certified mail to the Pottawattamie County Emergency Management Agency. This Agreement shall thereafter terminate, with respect to that Party only, sixty (60) days from the date of receipt of termination notice. Upon termination, said terminating Party shall have no further responsibility or obligation or benefits from the other Parties to the Agreement, under this Agreement, except as provided herein.

Section 10. Effective Date

- 10.1 This Agreement shall be in full force and effect at 12:01 a.m., January 1, 2018, by and between the Parties who have obtained approval hereof by their respective governing bodies. Upon execution, the Pottawattamie County Emergency Management Agency shall record this Agreement with the Pottawattamie County Recorder and file this Agreement with the Iowa Secretary of State as required by Iowa Code section 28E.9. This Agreement shall remain in full force and effect for an indefinite period of time from the effective date hereof until terminated as provided in Section 9.
- 10.2 Each participating agency and their governing authority shall consider this Agreement, and upon approval, shall forward a signed copy of the attached authorization signature page to the Emergency Management Agency for record and filing pursuant to Chapter 28E, Code of Iowa.

Section 11. Amendments

- 11.1 This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, and executed by the authorized representatives of all Parties. Any and all amendments must comply with the provisions of Iowa Code section 28E.8. Any and all such requirements shall be done by the Pottawattamie County Emergency Management Agency.

Section 12. Validity

- 12.1 In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of this Agreement that are valid shall continue in full force and effect.

Section 13. No Separate Entity Created -- Administration

- 13.1 This Agreement shall be administered by the Pottawattamie County Emergency Management Agency pursuant to Iowa Administrative Code 605 – 7.3 (4)(a)(6) and 605 – 7.3 (4)(c).
- 13.2 The Emergency Management Agency shall periodically review said Agreement and attempt to resolve any problems which may arise in the execution of the provisions of this Agreement.

Section 14. No Real or Personal Property

- 14.1 No real or personal property will be acquired, held or disposed of during this undertaking as no separate entity has been created.

Section 15. Applicable Law

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

Section 16. Counterparts

- 16.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

28E AGREEMENT FOR MUTUAL ASSISTANCE
for Pottawattamie County Area Fire/Rescue Services

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Pottawattamie County Area Fire/Rescue Services.

Effective Date: January 1, 2018

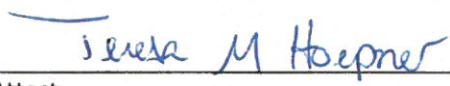
Legal Name of Jurisdiction: City of Avoca



Jurisdiction Official

1/23/18

Dated



Attest

1/23/18

Dated



Chief/Director

1/23/18

Dated

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Effective Date: January 1, 2018

Legal Name of Jurisdiction: City of Carson, IA / Carson Fire + Rescue

Tim Todd
Jurisdiction Official Tim Todd, Mayor

Jan 8, 2018
Dated

Brianne Duede
Attest Brianne Duede, City Clerk

Jan 8, 2018
Dated

David B. B.
Chief/Director

1/18/18
Dated

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Effective Date: January 1, 2018

Legal Name of Jurisdiction: City of Carter Lake, IA


Jurisdiction Official 12-18-17
Dated


Attest 12-12-17
Dated


Chief/Director 12-12-2017
Dated

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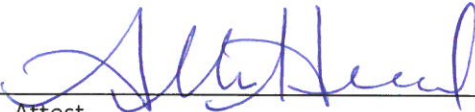
Legal Name of Jurisdiction: City of Council Bluffs



Jurisdiction Official

12/23/17

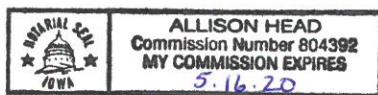
Dated



Attest

12.23.17

Dated





Chief/Director

12-23-17

Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE
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Effective Date: January 1, 2018

Legal Name of Jurisdiction: CRESCENT VOLUNTEER FIRE DEPT

Brian M. [Signature]
Jurisdiction Official

1-8-18
Dated

Mary Martin
Attest

1-8-18
Dated

[Signature]
Chief/Director

1/8/18
Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE
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By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Pottawattamie County Area Fire/Rescue Services.

Effective Date: January 1, 2018

Legal Name of Jurisdiction: City of Hancock

David Hoffmann
Jurisdiction Official

12/13/17
Dated

Kimberly Ghess
Attest

12/13/17
Dated

Chief/Director

Dated

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By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Pottawattamie County Area Fire/Rescue Services.

Effective Date: January 1, 2018

Legal Name of Jurisdiction: Lewis Township Fire & Rescue

Alan Weyman Board Chair.
Jurisdiction Official

1-23-18
Dated

John C. J. Council TWP CLERK
Attest

1/23/18
Dated

Steve R. Bruning
Chief/Director

1-23-18
Dated

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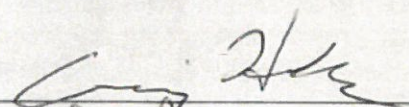
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Effective Date: January 1, 2018

Legal Name of Jurisdiction: Macedonia Fire & Rescue

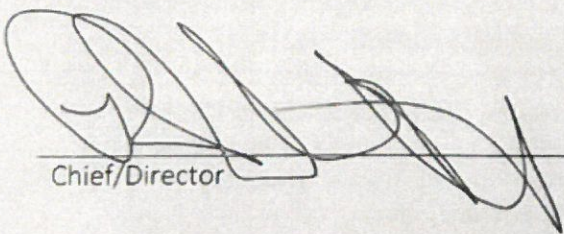
Jurisdiction Official

Dated



Attest Assi. CUSEF

12-27-2017
Dated



Chief/Director

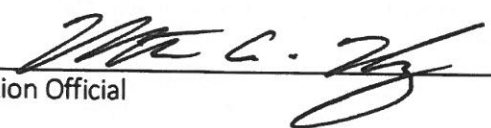
12-27-2017
Dated

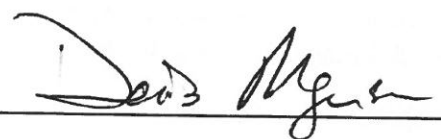
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Effective Date: January 1, 2018

Legal Name of Jurisdiction: City of McClelland


Jurisdiction Official 1-1-18
Dated


Attest 1-1-18
Dated


Chief/Director Jan 1st 2018
Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE
for Pottawattamie County Area Fire/Rescue Services

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Pottawattamie County Area Fire/Rescue Services.

Effective Date: January 1, 2018

Legal Name of Jurisdiction: Minden Vol. Fire & Rescue



Jurisdiction Official

12/12/17

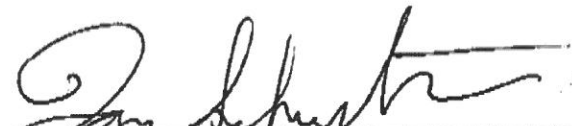
Dated



Attest

12/12/17

Dated



Chief/Director

12-12-17


Dated

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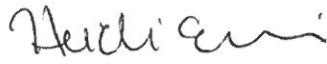
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Effective Date: January 1, 2018

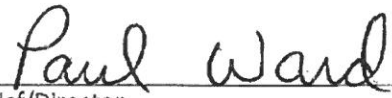
Legal Name of Jurisdiction: Neola Fire + Rescue


Jurisdiction Official

12/18/17
Dated


Attest

12-18-17
Dated


Chief/Director

12/11/17
Dated

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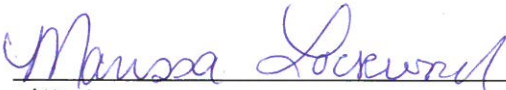
By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Pottawattamie County Area Fire/Rescue Services.

Effective Date: January 1, 2018


Legal Name of Jurisdiction: Oakland Fire & Rescue


Jurisdiction Official

2/28/18
Dated


Attest

2/28/18
Dated


Chief/Director

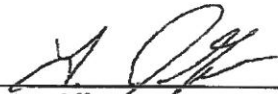
2/28/18
Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE
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By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Pottawattamie County Area Fire/Rescue Services.

Effective Date: January 1, 2018

Legal Name of Jurisdiction: Treyhor Volunteer Fire Department


Jurisdiction Official Travis Gayer, Treyhor Fire District
Trustee Chairman

2/12/18
Dated


Attest

2/12/18
Dated

Russ Maguire, Chief
Chief/Director Russ Maguire, Chief

2-12-18
Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE
for Pottawattamie County Area Fire/Rescue Services

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Pottawattamie County Area Fire/Rescue Services.

Effective Date: January 1, 2018

Legal Name of Jurisdiction: City of Underwood

Dennis C. Bardsley Mayor 12-13-17
Jurisdiction Official Dated

Janice V. Ehrens 12-13-17
Attest Dated

Jim Pijal 12-12-17
Chief/Director Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE
for Pottawattamie County Area Fire/Rescue Services

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Pottawattamie County Area Fire/Rescue Services.

Effective Date: January 1, 2018

Legal Name of Jurisdiction: City of Walnut

Justin Toohy
Jurisdiction Official 12/11/17
Dated

Jessie Palere
Attest 12/11/17
Dated

Justin Toohy
Chief/Director 12/11/17
Dated