

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Polk County Fire/Rescue Services

WHEREAS, the undersigned entities provide fire/rescue services and/or emergency medical services in Polk County and/or an adjoining county; and

WHEREAS, there has been a long standing Mutual Aid Agreement among Polk County fire/rescue and emergency medical services to provide mutual aid; and

WHEREAS, that Agreement is more than twenty-five years old and should be updated; and

WHEREAS, the undersigned entities have a desire to assist any other of the other undersigned entities in a time of need; and

WHEREAS, the undersigned entities each maintain adequate fire/rescue and/or emergency medical services, equipment, and personnel to respond to the normal emergencies occurring within their respective jurisdictions; and

WHEREAS, situations may arise in regard to medical and fire/rescue 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 medical and/or fire/rescue services upon a reciprocal basis; and

WHEREAS, the governing bodies of each agency are desirous of entering into a 28E Agreement, the purpose of which is to provide for the emergency medical services and fire/rescue mutual assistance of one entity to the other in such emergency situations requiring additional, special personnel, and/or equipment.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. Definitions

- A. Mutual Aid. The assistance of emergency medical and fire/rescue personnel and equipment provided by one Party ("Assisting Party") and requested by the other Party ("Assisted Party") to this Agreement.
- B. Incident Commander. The person who, by virtue of his/her position with the Assisted Party, is responsible for the overall command and direction of the Emergency response activities.
- C. Emergency. Any situation where a Party, due to lack of personnel or training, special equipment needs or magnitude of event, concludes; based upon actual circumstances that assistance is needed to protect life and/or property within its jurisdiction. The Parties contemplate an Emergency to involve short duration, defined in hours rather than days.

II. Purpose

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.

III. Requests for Assistance

All requests for Mutual Aid in an Emergency shall be made by the Emergency Medical Services Director, Fire Chief or designee of the Assisted Party. Such requests shall State the exact nature of the Emergency and shall include the amount and type of equipment and the number and skills of personnel required, and shall specify the location where the personnel and equipment are needed. The final decision on type and amount of equipment and number of personnel to be provided by the Assisting Party to the Assisted Party shall be at the sole discretion of the Assisting Party. Further, the Assisting Party shall be held harmless by the Assisted Party from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the Assisted Party.

IV. Authority Over Joint Operations

The Incident Commander of the Assisted Party shall retain overall control of all Emergency response activities. The ranking supervisor of the Assisting Party shall remain in command of his/her personnel and equipment subject, however, to the direction and control of the Incident Commander.

It is understood that the purpose of this section is to maintain order for the Emergency response and shall not be construed to establish an employer/employee relationship.

V. Liability

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.

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 a 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.

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 or response rendered pursuant to this

Agreement. Provided, however, the Assisted Party shall indemnify, defend and hold harmless the Assisting Party where any suits, actions, debts, damages, costs, charges or expenses arise from execution of a specific command or order pursuant to paragraph IV of this Agreement.

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.

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 or immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

VI. Compensation

The Party transporting a patient from an emergency location to a medical facility will be responsible for billing the patient for services rendered.

If the Assisting Party provides supplemental services or a higher level of medical services than the Assisted Party, such as paramedic services, the Assisted Party may bill the patient for the supplemental services pursuant to accepted billing standards. In the event the Assisted Party does not charge for ambulance services, the Assisting Party will bill the responsible party for services rendered and retain one hundred percent (100%) of fees collected.

For fire/rescue services, no Party shall be required to reimburse any other Party for the cost of providing the fire department services set forth in this Agreement. Each Party shall pay its own costs for responding to calls.

The Assisting Party may bill the responsible party at a hazardous material incident to reclaim costs associated with responding to the call.

VII. Termination

This Agreement may be terminated for any reason by any Party by giving written notice, by certified mail to the President of the Polk County Fire Chief's Association. This Agreement shall thereafter terminate sixty (60) days from the date of receipt of termination notice. Upon termination, each Party shall have no further responsibility or obligation under this Agreement, except as provided herein.

VIII. Effective Date

This Agreement shall be in full force and effect upon the approval by the governing body of each Party and upon filing, by each participating Party, of a certified copy with the Secretary of State and the Polk County Recorder. 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 paragraph VII.

IX. Amendments

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, executed by the authorized representatives of all Parties.

X. Validity

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.

XI. No Separate Entity Created

It is the intent of the Parties not to create a separate legal entity or administrative agency under this Agreement.

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Polk County Fire/Rescue Services

Participating Jurisdiction

Jurisdiction:

Date Signed:

City of Alleman

City of Altoona

City of Ankeny

Bloomfield Township

City of Bondurant

Camp Dodge Fire Department

City of Carlisle

City of Clive

Delaware Township

City of Des Moines

Des Moines International Airport Fire Department

City of Elkhart

City of Granger

City of Grimes

City of Huxley

City of Indianola

City of Johnston

City of Madrid

City of Maxwell

City of Mitchellville

North Warren County

City of Norwalk

City of Pleasant Hill

City of Polk City

Polk County Benefited Fire District Number One (Johnston)

City of Runnells (Camp Township)

Saylor Township

City of Slater

City of Urbandale

City of Waukee

City of West Des Moines

City of Windsor Heights

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Polk County Fire/Rescue Services

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

Effective Date: January 1, 2003

City of Alleman

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

City of Altoona

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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City of Ankeny

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

Bloomfield Township

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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City of Bondurant

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Camp Dodge

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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City of Carlisle

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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City of Clive

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

Delaware Township

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

City of Des Moines

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

Des Moines International Airport Fire Department

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

City of Elkhart

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

City of Granger

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

City of Grimes

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

City of Huxley

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

City of Indianola

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

Effective Date: **January 1, 2003**

City of Johnston

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

Effective Date: **January 1, 2003**

City of Madrid

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

Effective Date: **January 1, 2003**

City of Maxwell

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

City of Mitchellville

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

Effective Date: **January 1, 2003**

North Warren County Fire Department

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

Effective Date: **January 1, 2003**

City of Norwalk

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

Effective Date: **January 1, 2003**

City of Pleasant Hill

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

City of Polk City

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

Polk County Benefited Fire District Number One

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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City of Runnells

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

Saylor Township

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

City of Slater

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

City of Urbandale

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

Effective Date: **January 1, 2003**

City of Waukee

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

Effective Date: **January 1, 2003**

City of West Des Moines

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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For Polk County Fire/Rescue Services

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

Effective Date: **January 1, 2003**

City of Windsor Heights

Mayor

Dated

Attest

Dated

Fire Chief

Dated

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Effective Date: **January 1, 2003**

City of

Mayor

Dated

Attest

Dated

Fire Chief

Dated