

**DELAWARE COUNTY/MUNICIPAL
MUTUAL AID/28E AGREEMENT FOR EMERGENCY MANAGEMENT**

ARTICLE I - LEGAL BASIS

Section 1. This agreement is made pursuant to Chapter 28E of the Code of Iowa (2001) between Delaware County, the City of Coggon, the City of Colesburg, the City of Delaware, the City of Delhi, the City of Dundee, the City of Earlville, the City of Edgewood, the City of Dyersville, the City of Greeley, the City of Hopkinton, the City of Lamont, the City of Manchester, the City of Masonville, the City of Monticello, the City of New Vienna, the City of Prairieburg, the City of Ryan, the City of Strawberry Point, the City of Worthington, the Delhi Volunteer Fire Department, Inc., the Adams/Hazel Green Benefitted Fire District #1, the Delaware County Memorial Hospital d/b/a Regional Medical Center of Northeast Iowa and Delaware County, and the Delaware County Emergency Management Commission and such other parties as may be joined hereto by an amendment of this agreement.

ARTICLE II -IMPLEMENTATION OF THE AGREEMENT

Section 1. A public or private agency desiring to become a party to this agreement shall enact an ordinance or resolution of participation which authorizes signature of the agreement.

Section 2. No special financing shall be required in order to be a party to this agreement.

ARTICLE III - COMMENCEMENT OF OPERATIONS

Section 1. Parties to this agreement hereby agree that the agreement shall take effect upon: adoption of the agreement by two or more public or private agencies (or political jurisdictions) within Delaware County, filing of the agreement as required by Chapter 28E of the Code of Iowa and filing of the agreement with the Emergency Management Division of the Iowa Department of Public Defense.

ARTICLE IV-DURATION AND AMENDMENT OF THE AGREEMENT

Section 1. Duration. Unless otherwise terminated according to the provisions contained in Article IX of this document, the term of this agreement shall be perpetual.

Section 2. Amendment. This agreement shall be subject to amendments by the unanimous approval of all parties hereto. The agreement may also be amended to include new members through adoption of the appropriate resolutions by the public or

private agencies seeking membership, and by the unanimous consent of the existing members.

ARTICLE V - PURPOSE

Section 1. The purpose of this agreement is to permit and provide for assistance on a reciprocal basis (mutual aid) among the parties to the agreement in the event of fire, natural disaster, enemy attack, civil disturbance, or other emergency. It is the intent of this agreement that mutual aid be requested and provided only when the normal resources available to the jurisdiction affected are inadequate to meet the disaster-generated demands.

Section 2. This agreement is not intended to supersede or otherwise invalidate any other mutual aid agreements in which the parties to this agreement may be participating.

ARTICLE VI - ADMINISTRATION

Section 1. This agreement shall be administered, as necessary, by representatives of all jurisdictions which are party to this mutual aid agreement.

Section 2. This agreement does not anticipate joint acquisition of any real or personal property by the parties participating in this agreement.

Section 3. The parties participating in this agreement, or their designated representatives, hereby appoint the president of the Delaware County Fire Fighter's Association to be the custodian of this agreement. The custodian shall be responsible for the maintenance of an up-to-date copy of the agreement, including resolutions of participation and any resolutions of termination. The custodian shall also be responsible for notifying all parties to the agreement of any proposed amendments to the agreement and shall file any adopted amendments to the agreement in the same manner as the agreement itself.

ARTICLE VII - MUTUAL AID PROCEDURES

Section 1. Requests for Assistance. A jurisdiction which is a party to this agreement may, when it determines that its own resources are insufficient to meet the demands generated by a disaster, request such assistance as it believes is necessary in order to respond adequately to those demands. As a general rule, the determination of need and the request for assistance shall be made by the highest official of the requesting jurisdiction, or his/her appropriate designee. As soon as the requesting jurisdiction shall

determine that the mutual aid assistance it has received is no longer needed, it shall communicate such information to the jurisdiction(s) which provided that assistance.

Section 2. Automatic Mutual Aid. Time is a critical factor during emergency responses, especially where lives may be endangered, and staffing shortages are common in modern first response service. The Delaware County Fireman's Association has collaboratively developed and approved a plan for the automatic deployment of resources. The Automatic Mutual Aid System plan sets out a predetermined and agreed upon deployment script by political jurisdiction. For this agreement, resources deployed under the Automatic Mutual Aid System shall be considered a request for assistance and all other sections apply.

Section 3. Response to Requests for Assistance. Upon receiving a request for mutual aid assistance, the other jurisdictions participating in the mutual aid agreement shall provide such assistance as they deem consistent with their existing obligations. A jurisdiction providing mutual aid shall retain the right to terminate that aid at any time if it determines such action is necessary.

Section 4. Supervision of Resources. As a general rule, mutual aid resources made available to another jurisdiction will remain under the control of the jurisdiction which provided them. They may, however, be given task assignments, objectives, priorities, and other directions from the jurisdiction which requested them.

Section 5. Personnel and Equipment Provided

(a) The requesting department shall include in its request for assistance the amount and type of equipment and number of personnel required and shall specify the location where the personnel and equipment are needed.

(b) The final decision on the number and the amount and type of equipment and the number of personnel to be sent shall be solely that of the responding department's incident commander. The responding party shall not be liable for any acts associated herewith provided that the final decision is made with reasonable diligence.

(c) No Member department shall make any claim whatsoever against another Member department for the refusal to send the requested equipment or personnel where such refusal is based on the judgment of the incident commander of the responding department that such personnel and equipment are needed to protect the jurisdiction of the responding department.

Section 6. Command at Scene

All Members have established Incident Command System (ICS) Standard Operating Procedures (SOPs) and will implement them on all incidents involving mutual aid or contingency responses.

(a) The responding Member's personnel and equipment shall report to the incident commander or other appropriate sector officer of the requesting Member. The person in charge of the responding Member shall meet with the incident commander or appropriate sector officer of the requesting Member for a briefing and assignment. The person in charge of the responding Member shall retain control of the responding Member's human and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer.

(b) The responding Member's personnel and equipment shall be released by the requesting Member when the services of the responding Member are no longer required or when the responding Member's resources are needed in their primary response area. Responding Member personnel and equipment may withdraw from the incident scene upon giving notice to the incident commander or appropriate sector officer that they are needed in the Member's primary response area.

(c) It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

ARTICLE VIII - LIABILITY AND EXPENSES

Section 1. Liability. Each jurisdiction participating in this agreement shall be solely liable for any damage or injury which its personnel, property or equipment may suffer, except in cases of negligence or illegal acts by any other jurisdiction(s). Each jurisdiction shall provide appropriate and reasonable insurance for its personnel who may suffer injury, disability or death and/or who are involved in loss or damage to private property and/or death or injury to private individuals in the performance of official duties while assisting another jurisdiction under the terms of this agreement and shall supply proof of such reasonable insurance to the other parties hereto by providing a certificate thereof.

(a) Employees of any Member department acting pursuant to this Agreement shall be considered as acting at all times under the lawful orders and instructions

of their employer Member department. Under no circumstances shall such employees be considered employees of any other Member or department.

(b) Each Member department hereby waives all claims against every other Member department for any loss, damage, injury, or death occurring as a consequence of the performance of this Agreement.

(c) Each Member department shall bear its own liability and cost for damage to its equipment and for the death of or injury to its personnel, whether the death, injury or damage occurred at a scene in the Member's own jurisdiction, or at another Member department's scene in their jurisdiction.

(d) Each Member agrees to indemnify, defend and hold harmless all other Members for damages, claims, demands, suits, judgments, costs and expenses arising from loss of or damage to private property, or death of or injury to a private person whether caused by the Member's personnel or equipment in the performance of this Agreement, except where such loss, damage, death or injury is the result of wanton and willful misconduct by an employee of a Member. For purposes of this Agreement, "private person" and "private property" means a person not an employee or volunteer of a Member department and property not belonging to a Member.

Section 2. Expenses. A jurisdiction responding to a request for mutual aid assistance shall assume all the operating expenses incurred which relate directly to the provision of that mutual aid. These expenses would include, but are not limited to, salaries, compensation, equipment, operating costs, and fuel expenses. This provision shall apply in all cases unless prior arrangements to the contrary have been made.

ARTICLE IX - TERMINATION OF THE AGREEMENT

Section 1. This Agreement shall be in full force and effect upon execution by all the parties hereto and the filing and recording thereof as provided in Section 15. This Agreement shall have a term of three (3) years commencing on the date of filing and recording and thereafter shall continue in effect from year to year. This Agreement may be amended by written agreement of all the parties. Any Member may withdraw from this Agreement by giving thirty days' written notice of withdrawal to the governing body of each of the other Members by certified mail. Such notice shall only be effective if duly approved by the governing body of the withdrawing Member.

Section 2. Prior Fire Mutual Aid Agreements. This Agreement supersedes any and all prior fire mutual aid or fire protection agreements between and among the Members.

Section 3. Filing and Recording. Upon execution by all of the parties hereto, this Agreement shall be filed with the Secretary of State and the Delaware County Recorder. Copies of the Agreement shall be supplied to all Member departments and their respective governing bodies. An original copy shall remain on file in the Delaware County Emergency Management Agency.

PARTIES PARTICIPATING IN THE DELAWARE COUNTY/MUNICIPAL MUTUAL AID/28E AGREEMENT FOR EMERGENCY MANAGEMENT

X

X

Chair, Delaware County Board of Supervisors

Mayor, City of Coggon

X

X

Mayor, City of Colesburg

Mayor, City of Delaware

X

X

Mayor, City of Delhi

Mayor, City of Dundee

X

X

Mayor, City of Earlville

Mayor, City of Edgewood

X

Mayor, City of Dyersville

X

Mayor, City of Greeley

X

Mayor, City of Hopkinton

X

Mayor, City of Lamont

X

Mayor, City of Manchester

X

Mayor, City of Masonville

X

Mayor, City of Monticello

X

Mayor, City of New Vienna

X

Mayor, City of Prairieburg

X

Mayor, City of Ryan

X

Mayor, City of Strawberry Point

X

Mayor, City of Worthington

X

Representative, Delhi Volunteer Fire Depart...

X

Representative, Adams-Hazel Green Benefitt...

X

Representative, Regional Medical Center

X

Chair, Delaware County Emergency Mgmt C...