28E AGREEMENT FOR MUTUAL ASSISTANCE

for Polk County Area Fire/Rescue Services

WHEREAS, the undersigned entities ("Party" or collectively "Parties") provide fire/rescue services and/or emergency medical services ("Emergency Services") in Polk County and/or the adjoining counties of Boone County, Dallas County, Jasper County, Madison County, Marion County, Marshall County, Story County and Warren County ("adjoining counties"); and

WHEREAS, there has been a long standing Mutual Aid Agreement among Polk County fire/rescue and emergency medical services and/or other entities to provide mutual aid in Polk County and adjoining counties in a time of need;

WHEREAS, the current Mutual Aid Agreement is entitled 28E Agreement for Mutual Assistance for Polk County Fire/Rescue Services and is filed with the Iowa Secretary of State at 10:51 a.m. on June 24, 2015, numbered M508206 ("2015 Agreement"); and

WHEREAS, the 2015 Agreement has been in force for one year and Parties desire to update; and

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

WHEREAS, the Parties each maintain adequate 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:

I. Incorporation of Recitals

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

II. Definitions

- A. <u>Mutual Aid.</u> The assistance of Emergency Services personnel and equipment provided by one Party ("Providing Entity") and requested by the other Party ("Requesting Entity") to this Agreement.
- B. <u>Incident Commander.</u> The person who, by virtue of his/her position with the Requesting Entity, is responsible for the overall command and direction of the Emergency response activities.
- C. <u>Emergency.</u> Any situation where a Party, due to lack of personnel or training, 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.

III. 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.

IV. Request for Assistance

All requests for Mutual Aid in an Emergency shall be made by an Emergency Services director or designee of the Requesting Entity. 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 of type and amount of equipment and number of personnel to be provided by the Providing Entity to the Requesting Entity shall be at the sole discretion of the Providing Entity. Further, the Providing Entity shall be held harmless by the Requesting Entity from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided by the Providing Entity in connection with its final decision on type and amount of equipment and number of personnel to be provided to the Requesting Entity.

V. Authority over Joint Operations

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

VI. 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 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.

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 Entity shall indemnify, defend and hold harmless the Providing Entity where any suits, actions, debts, damages, costs, charges or expenses arise from execution of a specific command or order pursuant to paragraph V 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 of immunities available under applicable law.

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

VII. Compensation

A. Emergency Services. 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 Providing Entity may seek compensation from the Requesting Entity for the cost of providing the services set forth in this Agreement. All services are billable if the incident lasts a minimum of twelve consecutive hours. Services include, but are not limited to:

- a. Personnel (including backfill personnel)
- b. Equipment (at rates defined by FEMA)

c. 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.

B. Emergency Medical Services. 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 Providing Entity provides supplemental services or a higher level of medical services than the Requesting Entity, such as paramedic services, the Requesting Entity may bill the patient for the supplemental services pursuant to accepted billing standards. In the event the Requesting Entity does not charge for ambulance services, the Providing Entity will bill the patient for services rendered and retain one hundred percent (100%) of fees collected.

C. Hazardous Materials Services. The Providing Entity may bill the responsible person (as defined by Iowa Administrative Code Sections 133.2 and 133.3) at a hazardous substance or condition incident (as defined in Iowa Administrative Code Section 133.1(2)) to reclaim costs associated with responding to the incident.

VIII. Termination

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 President of the Polk County Fire Chief's Association. 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.

IX. Effective Date

This Agreement shall be in full force and effect at 12:01 a.m., January 1, 2017, by and between the Parties who have obtained approval hereof by their respective governing bodies. Prior to January 1, 2017, the President of the Polk County Fire Chief's Association shall have filed 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 paragraph VII.

X. Prior Mutual Assistance Agreements

This Agreement supersedes the 2015 Agreement in full.

XI. Amendments

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 then president of the Polk County Fire Chief's Association or President's designee.

XII. 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.

XIII. No Separate Entity Created -- Administration

It is the Intent of the Parties not to create a separate legal entity or administrative agency under this Agreement. The then presiding President of the Polk County Fire Chief's Association shall serve as Administrator of this undertaking.

XIV. No Real or Personal Property

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

XV. Applicable Law

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.

XVI. Counterparts

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.

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

City of Altoons

Effective Date:

January 1, 2017

Legal Name of Jurisdiction:

Jurisdiction Official V

1212-16 Dated

12-19-16 Dated

Chief/Director

12-11-16 Dated

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction: <u>City of Ankeny (IA)</u>

Jurisdiction Official

City Clerk Attest Deputy

January 3, 2017 Dated

January 3, 2017 Dated

Chief/Director - Fire Cheif James Clack

Dated

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

Effective Date:	January 1, 2017	
Legal Name of Jurisdiction:	City of Bondurant	
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marlyphon	Jun	12/7/16
Jurisdiction Official	1	Dated L
Stillbigg	Kagan	12/7/16
Attest	O	Dated
Man Kih		12/1/14
Chief/Director		Dated

DEC-07-2016 12:25 PM CITY OF BUSSEY P.02 641 944 5512 LOE AUREENIENI FVR I for Polk County Area Fire/Rescue Services By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services. Effective Date: January 1, 2017 Legal Name of Jurisdiction: MAYOR, Dated Jurisolction fficial (clerk) 16 Dated Attes fire chief) 12-5-16 Dated Chief/Director

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction:

Jurisdiction Official

Chief/Director

Attest

Dated

Township/Runnells Fire Dept

Dated

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction: City of Carlisle, Iowa

Mar

Ruth Randleman, Mayor

Attest: Andrew J. Lent, City Clerk

Glover, Fire C

14 D 2 C 2016 Dated

14 DEC 2016 Dated

<u>14 Dec 2016</u> Dated

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction:

CLAY TOWNSHIP

Janington 2/6/16 Jurisdiction Official

Dated

Attest

/2-6-/6 Dated

From Brice Loonon 12-6-16 Dated

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction: City of Clive

1

Jurisdiction Official

Chief/Director

7-16 Dated

2016

Dated

Dated

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction:

City Colfax

Jurisdiction Official

Attest 1

01 G Dated

Dated

12-13-2016 Dated

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction: Delaware Township

Debbie Wise

Kim Overton Attest

Joel Westendorf Chief/Director

December 5, 2016 Dated

December 5, 2016 Dated

December 5, 2016 Dated

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

Effective Date:	January 1, 2017
Legal Name of Jurisdiction:	City of Des Moines, Iowa
Jurisdiction Official	
T. M. Franklin Cownie M	IAYOR
Danetach	DEC 1 9 2016
Attest City Clerk	Dated
Chief/Director Fire Chief	12-21-16 Dated

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Ann Di Woruto Assistant City Attorney

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction:

Des Moines Airport Authority

Jurisdiction Official

Attest

Chief/Director

Dated

Dated

2016

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

Effective Date:	January 1, 2017	
Legal Name of Jurisdiction:	City of Elkhart Iowa	
	mayor	12-12-16
Jurisdiction Official	> aqui	Dated
Jeanne Use	City CLerk	12-12-2016
Attest		Dated

Chif Mathis

Chief/Director

12-12-2016 Dated

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction: City of Granger, Iowa

Mayor 1180 Jurisdiction Øfficial

City Clerk Fire Chief

Dated

#/16

12-14-16 Dated

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction: City of Grimes

Jurisdiction Official Thomas M. Armstrong

Attest Rochelle Williams, City Clerk

Chief/Director Jin

Dated 11/22/16

Dated 11/22/16

Dated 11/22/16

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction:

Nayor

Jurisdiction Official

Dated

OF HAKUE

Attest

Dated

Chief/Director

/ Z - 5 - 16 Dated

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

Effective Date:	January 1, 2017	
Legal Name of Jurisdiction:	City of Sod	umplar
Jurisdiction Official	Mays	Dated
Attest	Cityffech	11.21.1(e Dated
Anner he Chief/Director	- Child	1628-16 Dated

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

Effective Date:	January 1, 2017	
Legal Name of Jurisdiction:	City of Johnston	
Jurisdiction Official		12/5/16
		Dated
Attest		Dated
Chief/Director	, , ,	<u> / 2 - 7 - 16</u> Dated
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By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services.

Effective Date:

January 1, 2017

Legal Name of Jurisdiction: City of Knoxville, IA

Jurisdiction Official

Attest

12-8-16 Dated

d Dated

Ghief/Director

Dated

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction:

R Clerk

Jurisdiction Official

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Attest

Chief/Director

December 1 2,2016 Dated

Dated

Lake Prairie Fire Service

2-16

Dated

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

January 1, 2017

Effective Date:

Legal Name of Jurisdiction:

UTAUCS Jurisdiction Official

noch Attest

Dated

2016

Dated

Marshalltown

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

Effective Date: January 1, 2017 Legal Name of Jurisdiction: BWR XWELL **Jurisdiction Official** Date Attest Dated

Chief/Director

Dated

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

Effective Date:

January 1, 2017

ity of Mingo

Legal Name of Jurisdiction:

X Jurisdictio n Official

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116/16 Dated

Chief/

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction:

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Jurisdiction Official

Tam 001

Attest

crone Chief/Director

1<u>19/2018</u> 0/19/16 Dated

itchellville

Dated

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction:

City of Nevada

20, MAYOR ty Clerk Jurisdictio Ófficíal∕

Dated

Attest

<u>11-30-2016</u> Dated

12-2-16 Dated

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

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Effective Date:	January 1, 2017	
Legal Name of Jurisdiction:	City or Newson	TRA NEWTON FLEO DEPARTMENT
Junisdiction Official		Dated
Actor to the City of C	Hert, Chery 1 Salyers	Dated
Chief/Director	R	12 21 16 Dated

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction:

ne Cline **Jurisdiction Official**

2016 01 Dated

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Chief/Director

12.01.2016 Dated

2016) DEC

Dated

ity of Norwalk

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction:

Jurisdiction Official

nan Attest

hief/Director

<u>|2-|-| (</u> Dated

1-14 Dated

12-1-14 Dated

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services. January 1, 2017 **Effective Date:** City of Pleasant Hill, Iowa Legal Name of Jurisdiction: 12/13/2016 Jurisdiction Official Sara Kurovski, Mayor Dated 12/13/2016 NC Clerk Dena Spooner Dated Attest Citv 12/13/2016 Dated Chief/Director ire Chief Tom Solber

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

Effective Date:	January <u>1, 2017</u>	
Legal Name of Jurisdiction:	City of Polk	City
meleles		11-28-16
Jurisdiction Official		Dated
<u>2</u>		11-28-16
Attest		Dated
Chief/Director		11-28-16 Dated
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By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services.

Effective Date:

January 1, 2017

Legal Name of Jurisdiction:

JAYLOR TOWNSHIP

HATA fiction Official

ctor

Dated

(1)Dated

6-16 Dated

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

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Effective Date:	January 1, 2017	
Legal Name of Jurisdiction:	City of Urbandale	
Bob Andeweg, Mayor Jurisdiction Official	A	N/22/16 Dated
Attest		Dated
Jerry Holt, Fire Chief Chief/Director	-20	11/22/16 Dated

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

Effective Date:

January 1, 2017

City of Waukee

Legal Name of Jurisdiction:

Jurisdiction Official

Unling Q. Julie Attest

Chief/Director

Dated

12/12/2014 Dated

12-13-2016 Dated

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction: <u>City of West Des Moines</u>

MAYON Jurisdiction Officia

12/12/16

<u>12/12/16</u> Dated Fire Chief <u>12-14-16</u> Dated

Chief/Director

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

Effective Date:

January 1, 2017

Legal Name of Jurisdiction:

INDSOR

SOL Jurisdiction Official

Attest

Chief/Director

EDARTA

Dated

Heights fire

Dated

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