CHAPTER 28E AGREEMENT BETWEEN THE CITY OF HIAWATHA, IOWA AND THE CITY OF ROBINS, IOWA FOR CLOSEST UNIT RESPONSE FOR FIRE AND EMERGENCY MEDICAL SERVICES

THIS CHAPTER 28E AGREEMENT BETWEEN THE CITY OF HIAWATHA, IOWA AND THE CITY OF ROBINS, IOWA (the "Agreement") is entered into this _____ day of _____, 2018, by and between **The City of Hiawatha, Iowa,** an Iowa municipal corporation of Linn County, Iowa ("Hiawatha"), and the **City of Robins, Iowa**, an Iowa municipal corporation of Linn County, Iowa ("Robins"). Hiawatha and Robins are referred to herein individually as an "Entity" or jointly as the "Entities" pursuant to Chapter 28E of the Iowa Code.

WHEREAS, the purpose of this Agreement is to provide the best possible fire suppression to Hiawatha and Robins in conformance with applicable Iowa laws and regulations and by providing a plan of automatic mutual aid for better services to the residents of Hiawatha and Robins in a cost-effective manner; and

WHEREAS, each Entity shall have the necessary personnel and equipment to serve each entity's geographical area, because from time to time the resources of Hiawatha and Robins may be insufficient to provide full service to each entity's geographical area, and because under these circumstances the sharing of equipment, personnel, and fire suppression service would be beneficial to both Entities, Hiawatha and Robins enter into the following Agreement.

NOW, THEREFORE, the City of Hiawatha, Iowa and the City of Robins, Iowa enter into this Agreement pursuant to Chapter 28E of the Code of the State of Iowa, for the mutual advantage and benefit, the Entities enter into this Agreement under the following terms and conditions:

I. The purpose of this Agreement is to provide the fire suppression to Hiawatha and Robins in conformance with applicable Iowa law and by providing a plan for automatic mutual aid services to the residents of both Hiawatha and Robins in a cost-effective manner by sharing equipment and personnel.

II. Upon receiving a request for Fire services, whether by a 911 call or other means, the respective department of either Hiawatha or Robins may respond within the other Entity's geographic boundary. The requested services are to be considered as a standing mutual aid request for the responding department throughout the duration of the incident regardless of the jurisdiction of the incident.

III. Hiawatha and Robins will respond, when available, with staffed apparatus to all reported structure fires, at locations within either entity's geographical area.

IV. The Hiawatha Fire Chief and the Robins Fire Chief have established a response plan (the "Plan") regarding the deployment of personnel and equipment in responding to Emergency Incidents under this Agreement.

V. The dispatch of Hiawatha's or Robin's auto-aid apparatus will be made simultaneously with the initial dispatch to the reported incident by the Linn County Communications Center.

VI. When the fire suppression services are so engaged, the responding equipment and personnel shall be subject to the authority of the Fire Chief of the requesting Entity or his or her designee.

VII. All emergency incident activity shall be conducted in accordance with procedures consistent with the Incident Command System and the National Incident Management System.

VIII. All costs of response, including salaries of personnel, other compensation, repairs, maintenance and depreciation, shall be borne by Hiawatha and Robins with respect to its own equipment and personnel. Any personal injury or death to employees of Hiawatha or Robins will be the sole and exclusive responsibility of the injured party's employer.

IX. Employees or volunteers of either Entity 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 Entity. Under no circumstances are employees or volunteers of one Entity to be considered employees or volunteers of the other Entity.

X. Each Entity waives any and 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 Entity 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 Entity's own jurisdiction or in the jurisdiction of the other Entity.

XI. Except as provided herein, each Entity shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the other Entity, 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 Entity shall indemnify, defend and hold harmless the Assisting 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.

XII. Nothing in this Agreement shall prevent or limit either Entity 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.

XIII. The Entities to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective Entity or party and nothing herein shall be so construed. Each Entity 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 Entity to this Agreement.

After approval by the Hiawatha City Council and the Robins City Council, this Agreement shall become effective upon filing with the Secretary of State and recording with the Hiawatha City Clerk and the Robins City Clerk. This Agreement shall remain in effect until terminated or amended. Either Hiawatha or Robins may terminate this Agreement with at least sixty (60) days written notice of the Entity's intent to terminate this Agreement.

This Agreement as hereby entered into by both Entities is executed in two (2) copies, either of which constitutes the original.

The above described Agreement is hereby entered into by the following authorized agents of the Entities.

HIAWATHA, IOWA

_____

ATTEST:
I, _____, Clerk of the City of Hiawatha, Iowa hereby certify that at a meeting of City Council of said City, held on the above date, among other proceedings, the above was adopted.

_____

CITY OF ROBINS, IOWA

_____
Chuck Hinz, Mayor of Robins, Iowa

ATTEST:
I, Lori Pickart, Clerk of the City of Robins, Iowa hereby certify that at a meeting of City Council of said City, held on the above date, among other proceedings, the above was adopted.

_____
Lori Pickart, City Clerk of Robins, Iowa

RESOLUTION NO. 19-
City Council

RESOLUTION APPROVING A 28E AGREEMENT FOR CLOSEST UNIT RESPONSE FOR FIRE AND EMERGENCY MEDICAL SERVICES WITH THE CITY OF ROBINS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA, that the Mayor and Fire Chief are hereby authorized to sign a 28E Agreement between the City of Hiawatha and the City of Robins to provide the best possible fire suppression in conformance with applicable Iowa laws and regulations and by providing a plan of automatic mutual aid for better services to the residents of the City of Robins and Hiawatha in a cost-effective manner; and

WHEREAS, each Entity shall have the necessary personnel and equipment to serve each entity's geographical area, because from time to time the resources of the City of Robins and Hiawatha may be insufficient to provide full service to each entity's geographical area, and because under these circumstances the sharing of equipment, personnel, and fire suppression service would be beneficial to both Entities, the City of Robins and Hiawatha enter into a 28E Agreement.

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 15th day of May, 2019.

_____
Bill Bennett, Mayor

ATTEST:

_____
Amy Scheer, Deputy City Clerk