F2

HIAWATHA FIRE-RESCUE

MEMORANDUM

TO: HONORABLE MAYOR, HIAWATHA CITY COUNCIL

FROM: MIKE NESSLAGE, FIRE CHIEF

SUBJECT: 28E AGREEMENT

DATE: 10/14/2016

On the agenda is an item to approve a 28E agreement for mutual aid. This is an update of a 20 year old existing document that lays the basic foundation for mutual aid between fire departments. This particular agreement relates to fire departments in Linn County and directly adjoining departments. This does not concern any changes to present or past practice and there is no financial exchange related to this.

If you have any questions I will be present Wednesday night.

28E AGREEMENT
FOR MUTUAL ASSISTANCE

for Linn County Fire/Rescue Services

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

WHEREAS, there has been a long standing Mutual Aid Agreement among Linn 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.

D. Assisted Party. Entity requesting mutual aid assistance.

E. Assisting Party. Entity responding to the request for mutual aid assistance.

F. Emergency medical services or EMS. Means an integrated medical care delivery system to provide emergency and nonemergency medical care at the scene or during out-of-hospital patient transportation in an ambulance.
From the IDPH Bureau of EMS 641 Chapter 147.

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.

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

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 Linn County Emergency Management Agency. This agreement shall thereafter be terminated as to the Party giving the written notice, effective sixty (60) days after receipt of said notice. Upon termination, the terminating Party shall have no further responsibility or obligation under this agreement, except as otherwise specifically provided herein. This agreement shall continue in full force and effect as to all other Parties that have not provided written notice of termination.

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 the Linn County Emergency Management Agency a certified copy with the Secretary of State and the Linn 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 Linn County Fire/Rescue Services
Participating Jurisdiction

Jurisdiction:	Date Last Signed:
City of Alburnett	_____
Otter Creek Township (Alburnett)	_____
City of Anamosa	_____
City of Atkins	_____
Fire District of Benton #3 & Linn # 5/Atkins	_____
Cedar Rapids	_____
City of Center Point	_____
City of Central City	_____
Fire District Linn # 3/Central City	_____
City of Coggon	_____
Fire District # 7/Coggon	_____
Eastern Iowa Airport Public Safety	_____
College Ely Putnam Fire Protection and Emergency Response	_____
Agency	_____
City of Fairfax	_____
City of Hiawatha	_____
City of Lisbon	_____
Linn County Hazardous Materials Team	_____
City of Marion	_____
Township of Marion	_____
City of Martelle-Morley Rural Fire Association	_____
City of Mt Vernon	_____
Fire District # 1/Mt Vernon	_____
Township of Monroe	_____
City of Palo	_____
Fire District # 6/Palo	_____
City of Prairieburg	_____
Fire District #4/Prairieburg	_____

City of Robins _____

City of Springville _____

Township of Brown/Springville _____

Township of Troy Mills _____

Township of Spring Grove/Troy Mills _____

Township of Cono/Troy Mills _____

City of Walker _____

Township of Bertram _____

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

City of Alburnett

_____ _____
Mayor Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Linn 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: **July 1, 2016**

Otter Creek Township/ Alburnett

_____ _____
Township Trustee Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Linn 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: **July 1, 2016**

City of Anamosa

_____ _____
Mayor Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

City of Atkins

_____ _____
Mayor Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Linn 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: **July 1, 2016**

Benton # 3 - Linn # 5/Atkins

Fire District Trustee	Dated
Attest	Dated
Fire Chief	Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

City of Cedar Rapids

_____ _____
Mayor Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

City of Center Point

_____ _____
Mayor Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Linn 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: **July 1, 2016**

Eastern Iowa Airport Public Safety

_____ _____
Airport Director Dated

_____ _____
Attest Dated

_____ _____
Public Safety Commander Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Linn 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: **July 1, 2016**

City of Central City

_____ _____
Mayor Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Linn 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: **July 1, 2016**

Fire District # 3/Central City

_____ _____
Township Trustee Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

City of Coggon

_____ _____
Mayor Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

Fire District # 7/Coggon

Township TrusteeTrustee	Dated
Attest	Dated
Fire Chief	Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

College Ely Putnam Fire Protection and Emergency Response Agency

TrusteeTrustee President	Dated
Attest	Dated
Fire Chief	Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

City of Fairfax

_____ _____
Mayor Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

City of Hiawatha

_____ _____
Mayor Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

Linn County Hazardous Materials Team

_____ _____
Chair Dated

_____ _____
Attest Dated

_____ _____
Team Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

City of Lisbon

_____ _____
Mayor Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

City of Marion

_____ _____
Mayor Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

Marion Township

_____ _____
Township Trustee Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

City of Martelle Morley Rural Fire Association

_____ _____
President Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

City of Mt Vernon

_____ _____
Mayor Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

Linn Fire District # 1/MT Vernon

_____ _____
Township Trustee Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

Monroe Township

_____ _____
Trustee Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

City of Palo

_____ _____
Mayor Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

Fire District # 6/Palo

_____ _____
Township Trustee Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **December 1, 2016**

City of Prairieburg

_____ _____
Mayor Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **December 1, 2016**

Linn District # 4/Prairieburg

Township Trustee	Dated
Attest	Dated
Fire Chief	Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **December 1, 2016**

City of Robins

_____ _____
Mayor Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July1, 2016**

City of Springville

_____ _____
Mayor Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July1, 2016**

Brown Township/Springville

_____ _____
Township Trustee Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

Springrove Township/Troy Mills

_____ _____
Township Trustee Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

Newton Township/Troy mills

_____ _____
Township Trustee Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

Cono Township/Troy mills

_____ _____
Township Trustee Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

City of Walker

Mayor	Dated
Attest	Dated
Fire Chief	Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn 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: **July 1, 2016**

Bertam Township

_____ _____
Township Trustee Dated

_____ _____
Attest Dated

_____ _____
Fire Chief Dated

RESOLUTION NO. 16-
City Council

RESOLUTION APPROVING A 28E AGREEMENT FOR MUTUAL ASSISTANCE FOR LINN COUNTY FIRE/RESCUE SERVICES

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 other participating jurisdictions providing fire/rescue and emergency medical services for the following purpose and under the following terms:

to provide emergency medical services and fire/rescue mutual assistance of one entity to the other in emergency situations requiring additional assistance, special personnel and/or equipment.

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 19th day of October, 2016.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kelly Kornegor, City Clerk