Del. Co. Auditor

DELAWARE COUNTY IOWA
FILED
2003 AP -3 AM 9:17
BOOK 3 PAGE 1496
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
NIC

Prepared by: John W. Bernau, Delaware County Attorney, Delaware County Courthouse, 301 East Main Street, Manchester, Iowa 52057; 563-927-3819

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, and the Delaware County Memorial Hospital d/b/a Regional Medical Center of Northeast Iowa and Delaware County, 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. 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 3. 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.

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.

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. Any jurisdiction participating in this agreement which desires to terminate its participation shall pass a termination ordinance or resolution. A copy of such ordinance or resolution shall be attached hereto and made a part of this agreement. Termination of the entire mutual aid agreement shall occur in the event that no two jurisdictions remain parties hereto.

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

Date of Resolution 03-11-2002

County Board of Supervisors Chair G. Elton Loewe

County Auditor Tamara Wiegerink

County Attorney John D Bynum

Cities	Mayor Signature	Date
Coggon	Rick Zoss	9-24-02
Colesburg	Richard Sampson	3-6-02
Delaware	Christopher A Kelley	11-20-02
Delhi	Roy Atkinson	4. 3. 02
Dundee	Edward D. Gill	3-6-02
Earlville	Dan Wheeler	3/6/02
Edgewood	Neil Sherman	11-14-02
Dyersville	A. T. Lee	12-16-02
Greeley	Bill Kobs	12-19-02
Hopkinton	Dan Linker	11-21-02
Lamont	Alfred C Hotchkiss	1-6-03
Manchester	Milt L Kramer	6/21/02
Masonville		1-6-03
Monticello	Bud Johnson	5-8-02

Cities	Mayor Signature	Date
New Vienna	Ron Boeckenstedt	4-6-02
Prairieburg	Ronald F. Kuhn	9/30/2002
Ryan	Mike Roach	9-24-02
Strawberry Point		11/15/02
Worthington	Paul Engler	12/2/02
Delhi Volunteer Fire Department, Inc.	Jeffrey L. Goldsmith Chief	11/13/02
Adams/Hazel Green Benefitted Fire District #1	James A. Kisley	9-25-02
Delaware County Memorial Hospital d/b/a Regional Medical Center of Northeast Iowa and Delaware County	Lori Buckelew RN, MSN CEO	12-9-02

wpdocs\mutualaid.agr.wpd