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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

28E AGREEMENT FOR MUTUAL ASSISTANCE

Between

Madison County

and the City of West Des Moines, Iowa

WHEREAS, the above named entities each maintain adequate emergency medical services equipment and personnel to respond to the normal emergencies occurring within their respective jurisdictions; and

WHEREAS, situations of short duration may arise in regard to medical emergencies or circumstances which exhaust available personnel and equipment, and require additional or specialty personnel and additional 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 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 mutual assistance of one municipality to the other in such emergency situations requiring additional and/or special personnel and equipment.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. Definitions

- A. Mutual Aid. The assistance of emergency medical 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, 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 a short duration, defined in hours rather than days. ; provided, however, the term Emergency shall not include a situation defined as a hazardous substance emergency or accident.

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 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 direct 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.

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.

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 shall bill the patient for the supplemental services pursuant to accepted billing standards, and shall reimburse the Assisting Party an amount equal to sixty percent (60%) of monies collected.

VII. Termination

This Agreement may be terminated for any reason by either Party by giving written notice, by certified mail, to the City Clerk of the other Party. This Agreement shall thereafter terminate sixty (60) days from the date of receipt of termination notice. Upon termination, each Party shall have no further responsibility or obligation under this Agreement, except as provided herein.

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 City of West Des Moines, of a certified copy with the Secretary of State and the Dallas and Polk County Recorders. 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 both parties, executed by the authorized representatives of both 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

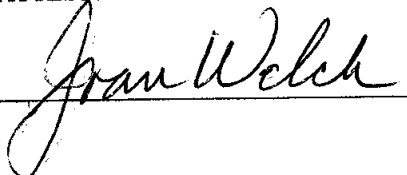
It is the intent of the Parties not to create a separate legal entity or administrative agency under this Agreement.

MADISON COUNTY



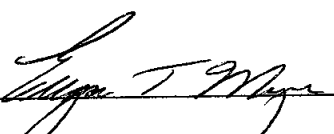
Chairman
Madison County Board of Supervisors

ATTEST:



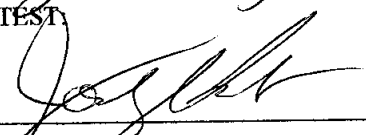
Jody Smith, City Clerk/Director of Administrative Services

CITY OF WEST DES MOINES



Eugene Meyer, Mayor

ATTEST:



Jody Smith, City Clerk/Director of Administrative Services