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BOOK 33 PAGE 131

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
No fee

MADISON COUNTY

COUNTY/MUNICIPAL

MUTUAL AID AGREEMENT

ARTICLE I - LEGAL BASIS

Section 1. This agreement is made pursuant to Chapters 28E and 29C of the Code of Iowa (1979) between Madison County Board of Supervisors, Winterset, Earlham, St. Charles, Truro, Patterson, Bevington, Macksburg and Peru, and such parties as may be joined hereto by an amendment of this agreement.

ARTICLE II - IMPLEMENTATION OF THE AGREEMENT

Section 1. A political jurisdiction desiring to become a party to this agreement shall enact a resolution of participation which authorizes signature of the agreement.

Section 2. No special financing shall be required in order to be a part to this agreement.

ARTICLE III - COMMENCEMENT OF OPERATIONS

Section 1. The parties to this agreement hereby agree that the agreement shall take effect upon: adoption of the agreement by two or more political jurisdictions within Madison County, filing of the agreement as required by Chapter 28E of the Code of Iowa, and filing with the State Office of Disaster Services.

ARTICLE IV - DURATION AND AMENDMENT OF THE AGREEMENT

Section 1. Duration. The agreement shall continue in force until terminated according to Article IX.

Section 2. Amendment. This agreement shall be subject to amendment by the unanimous approval of all parties hereto. The agreement may be amended to include new members through adoption of the appropriate resolutions by the jurisdiction(s) 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 receiprocal basis (mutual aid) among the parties to this agreement in the event of 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 supercede 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. All decisions pertaining to the acquisition, the maintenance, and the disposal of any real or personal property jointly obtained as a consequence of this agreement shall be made by the parties participating in this agreement, or their designated representatives. All such decisions shall be unanimous. Disposition of any jointly acquired property shall be made prior to termination of the agreement by any of the parties to the agreement.

Section 3. The parties participating in this agreement, or their designated representatives, hereby appoint Madison County/Municipal Disaster Services Co-ordinator to be 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 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).

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 except that all salaries and fuel costs shall be kept by the jurisdiction responding to a request for mutual aid and should be a negotiable item between the two bodies, some jurisdictions requesting mutual aid might want to pay some of these expenses.

ARTICLE IX - TERMINATION OF THE AGREEMENT

Section 1. Any jurisdiction participating in this agreement which desires to terminate its participation shall pass a termination resolution. A copy of such 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

COUNTY/MUNICIPAL
MUTUAL AID AGREEMENT

	Date of Resolution
County Board of Supervisors, Lyle L. Ward, Chairman	6-4-80

George F. Thuesen — 7-2-80
County Auditor

County Attorney

* *

Cities	Mayors	Date
Winterset	Lee Sorden, mayor Pro Tem	June 4, 80
Patterson	Ray Arnold	June 4-80
Earlham	Jul Schaudein	June 4-80
East Peru	Alx Cellan	June 20 80
St. Charles	Raymond D. Tracy	June 30-80
Truro	Lee Parker	June 30-80
Macksburg	Ralph Kirkland	June 30-80