



Public Safety Building, 312 E. Fifth St.
Muscatine, IA 52761
(563) 263-5534
Fax (563) 263-9340

FIRE DEPARTMENT

TO: Gregg Mandsager, City Administrator
FROM: Jerry Ewers, Fire Chief
DATE: June 13, 2016
SUBJECT: New county HazMat 28E approval with new per capita fee schedule

INTRODUCTION:

Muscatine currently has 5 signed 28E's for Haz Mat Coverage for Muscatine, Louisa, Keokuk, Henry, and Washington County to provide Haz Mat services. We are requesting to enter into new 28E's with all five counties and these new agreements only change the compensation listed under Section 12, which changes it from a flat fee to a .25 cents per capita.

BACKGROUND:

Muscatine County currently pays \$ 3,600 annually and the other four Counties pay \$ 1,800 annually for a total of \$ 10,800. The new 28E agreements eliminates the annual flat fee and charges a per capita fee of .25 cents for a total revenue of \$ 26,623. This will result in an additional \$ 15,823 in revenue. This was also reviewed and discussed during budget sessions.

Additionally, when we respond to an emergency in these counties our actual expenses for personnel costs and equipment used to control and mitigate the incident is actually billed to the business/owner (responsible party) that caused the spill or release of hazardous materials.

RECOMMENDATION/RATIONALE:

We are requesting that City Council authorize the Muscatine Fire Department to enter into Hazmat 28E Agreements with Muscatine, Louisa, Keokuk, Henry, and Washington County. This agreement will become effective July 1, 2016. This will create an additional \$ 15,823 in revenue under Fire Protection Contracts and Hazmat Agreements.

ATTACHMENTS:

1. Muscatine HazMat 28E Agreement with Muscatine County
2. Muscatine HazMat 28E Agreement with Louisa County
3. Muscatine HazMat 28E Agreement with Keokuk County
4. Muscatine HazMat 28E Agreement with Henry County
5. Muscatine HazMat 28E Agreement with Washington County

**"I remember Muscatine for its sunsets. I have never seen any
on either side of the ocean that equaled them" — Mark Twain**

WHEREAS, occasions may arise where hazardous material emergencies occur within Muscatine County, Iowa; and

WHEREAS, in such a situation the availability of trained personnel and equipment from the City of Muscatine might well avert disastrous results and personal tragedies; and

WHEREAS, Chapter 28E, Code of Iowa, provides that powers, privileges or authority exercised by a public agency of this state may be exercised jointly with any other agency of the United States having such powers, privilege, and authority; and

WHEREAS, the parties hereto are desirous of entering into an agreement which allows the Muscatine Fire Department to render hazardous material emergency assistance within Muscatine County, Iowa;

THEREFORE, THE PARTIES HERETO mutually agree to give emergency assistance when needed under the following terms and conditions:

Section 1. Purpose

The purpose of this agreement is to provide for assistance by the City of Muscatine, Iowa Fire Department (City) within Muscatine County, Iowa (County). The scope of the assistance includes Muscatine Fire Department response to hazardous materials emergencies located within Muscatine County, Iowa. No separate legal or administrative entity is created by this agreement. 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 with other organizations.

Section 2. Liability.

Employees of either organization acting pursuant to this agreement shall be considered as acting under the lawful orders and instructions of their employer. Under no circumstances are they to be considered employees of any other jurisdiction or organization, but rather shall be considered to be employees of their respective jurisdiction or organizations.

Each party hereto shall bear the liability and/or cost of damage to its own equipment and the death of or injury to its member organization's personnel, without regard to where the death, injury or damage occurs. Each party shall provide appropriate and reasonable insurance for its personnel who may suffer injury, disability, or death and/or are involved in loss or damage to private property, and/or death of or injury to private individuals in the performance of official duties while functioning under the terms of this agreement.

Each party hereto shall be responsible for defending against claims made against it or its personnel and arising from its participation in this agreement. The parties hereto shall not be obligated by this agreement to defend against claims made against the other party hereto, or against the personnel of said party.

For the purpose of this agreement, "Employee" and "Employer" shall include membership in or association with any organization without regard to level of financial compensation paid, if any.

Section 3. Expenses.

Expenses related to the City's response to emergencies will be borne by the County. The costs associated with this provision will be as determined by the City and shall include costs for manpower, damaged or destroyed equipment, and any special equipment and supplies used. The City will attempt to recover costs from responsible parties before billing the County for unrecovered expenses. Nothing in this agreement shall limit the ability of either party to bill responsible parties for expenses.

Section 4. Authority to Request Assistance.

The power to make a request for assistance or to provide aid under this agreement shall reside in the Muscatine County Emergency Management Coordinator, the Muscatine County Sheriff, a local fire chief or official designees only. When the County determines that its own resources are insufficient to meet the demands generated by a hazardous materials emergency, a request for such assistance as it believes is necessary in order to respond adequately to those demands may be made. The request shall include a location and description of the emergency, including any other pertinent information available at the time of the call.

Section 5. Response to Request for Assistance

Upon receiving a request for mutual aid assistance, the City may provide any such assistance as it deems appropriate, consistent with its existing obligations. The City will be given a recommended route to take to reach the location of the emergency. Whenever possible the County shall provide an escort from that point of entry to the emergency scene.

No provision of this agreement shall be construed as to place liability upon the City of Muscatine, its fire department, or its employees to respond to any request for assistance, continue a response to a request for assistance, or maintain a presence at the scene of an emergency for any reason. The amount of manpower and equipment sent in response to the request for assistance is solely at the discretion of the City.

Section 6. Operations at Emergency Scene

The responding City personnel and equipment shall report to the command officer of the County who is in charge at the emergency scene. The County command officer shall retain incident command responsibilities. The operation of any fire fighting vehicles and specialized equipment shall lie solely with the members of the entity that owns said equipment. It is the intent of this agreement that the role of the City is to provide services related to hazardous material emergency response. Command and support functions, such as fire suppression, emergency medical services, and law enforcement, are the responsibility of the County.

The Chief of the Muscatine Fire Department shall have direct control and supervision of its personnel and use of all apparatus and equipment provided by the City in mutual cooperation consistent with the spirit of this agreement. It is the responsibility of the County to establish and maintain an incident command system throughout the duration of the emergency while the personnel and/or equipment of the City of Muscatine is present at the scene of the emergency.

It is understood that there are limitations in the scope of the ability of the City to deal with some types of emergencies.

Section 7. Termination of Response

The City personnel and equipment shall be released by the County when the services of the City are no longer required. As soon as the County shall determine that the assistance it has received is no longer needed, it shall communicate such information to the officer in charge of City personnel.

The City retains the right to terminate its response at any time it determines such action is necessary. City personnel and equipment may withdraw from the emergency scene upon giving notice to the command officer at the emergency scene of their intent to do so.

Section 8. Term of Agreement

This agreement shall be in full force and effect upon execution by the parties hereto and the filing and recording thereof as provided in Section 13. The agreement shall continue in effect until terminated by either party. The agreement may be amended by agreement of both parties. Either party may terminate the agreement by giving written notice to the other party hereto by certified mail indicating a date of termination, in which case this agreement shall cease.

Section 9. Administration of Agreement

This agreement shall be administered by the Chief of the Muscatine Fire Department and the Muscatine County Disaster Services Coordinator.

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 jointly. All such decisions shall be made prior to termination of the agreement.

Section 10. Notices

Any written notice as required in this agreement shall be sent to the address of the respective parties as shown on the execution portion of this agreement.

Section 11. Prior Mutual Aid Agreements

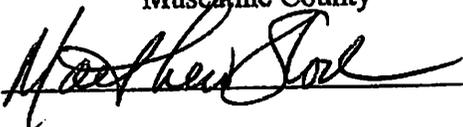
This agreement is not intended to supersede or otherwise invalidate any other mutual aid agreements in which the parties to this agreement may be participating.

Section 12. Compensation

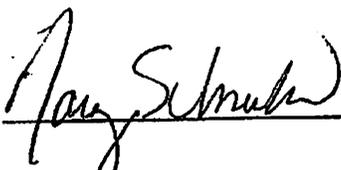
The County shall pay the City \$00.25 per citizen (most recent census data) each year as an equipment maintenance fee, payable upon the execution of this agreement. In the event the agreement is terminated prior to the end of each successive year, a prorated amount will be refunded to the County.

Section 13. Filing and Recording

Upon execution by all parties hereto, this agreement shall be filed with the Secretary of State and recorded with the Muscatine County and Muscatine County Recorders.

Muscatine County
By 

City of Muscatine
By _____
Mayor
City Hall
215 Sycamore St.
Muscatine, Iowa 52761

Attest: 

City Clerk

Date: 05-19-16

Date: _____

LOUISA COUNTY
SANDI ELLIOTT
County Auditor and
Commissioner of Elections



BOARD OF SUPERVISORS
Chris Ball
Paula Buckman
Randy Griffin

PO Box 186 Wapello, Iowa 52653 (319) 523-3371 Fax (319)523-3713 email SElliott@louisaco-ia.org

Mayor
City Hall
215 Sycamore St
Muscatine, Iowa 52761

April 18, 2016

Attached is the 28E Agreement between the Muscatine Fire Department and Louisa County for the Technician Level Hazardous Materials response. The Louisa County Board of Supervisors has signed that it agrees with the 28E. I request that once the City of Muscatine has signed the agreement that a copy be returned to the Auditor's Office for the County's file. If you have any questions regarding this request please contact me.

Thank you,

Sandi Elliott
Louisa County Auditor

WHEREAS, occasions may arise where hazardous material emergencies occur within Louisa County, Iowa; and

WHEREAS, in such a situation the availability of trained personnel and equipment from the City of Muscatine might well avert disastrous results and personal tragedies; and

WHEREAS, Chapter 28E, Code of Iowa, provides that powers, privileges or authority exercised by a public agency of this state may be exercised jointly with any other agency of the United States having such powers, privilege, and authority; and

WHEREAS, the parties hereto are desirous of entering into an agreement which allows the Muscatine Fire Department to render hazardous material emergency assistance within Louisa County, Iowa;

THEREFORE, THE PARTIES HERETO mutually agree to give emergency assistance when needed under the following terms and conditions:

Section 1. Purpose

The purpose of this agreement is to provide for assistance by the City of Muscatine, Iowa Fire Department (City) within Louisa County, Iowa (County). The scope of the assistance includes Muscatine Fire Department response to hazardous materials emergencies located within Louisa County, Iowa. No separate legal or administrative entity is created by this agreement. 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 with other organizations.

Section 2. Liability.

Employees of either organization acting pursuant to this agreement shall be considered as acting under the lawful orders and instructions of their employer. Under no circumstances are they to be considered employees of any other jurisdiction or organization, but rather shall be considered to be employees of their respective jurisdiction or organizations.

Each party hereto shall bear the liability and/or cost of damage to its own equipment and the death of or injury to its member organization's personnel, without regard to where the death, injury or damage occurs. Each party shall provide appropriate and reasonable insurance for its personnel who may suffer injury, disability, or death and/or are involved in loss or damage to private property, and/or death of or injury to private individuals in the performance of official duties while functioning under the terms of this agreement.

Each party hereto shall be responsible for defending against claims made against it or its personnel and arising from its participation in this agreement. The parties hereto shall not be obligated by this agreement to defend against claims made against the other party hereto, or against the personnel of said party.

For the purpose of this agreement, "Employee" and "Employer" shall include membership in or association with any organization without regard to level of financial compensation paid, if any.

Section 3. Expenses.

Expenses related to the City's response to emergencies will be borne by the County. The costs associated with this provision will be as determined by the City and shall include costs for manpower, damaged or destroyed equipment, and any special equipment and supplies used. The City will attempt to recover costs from responsible parties before billing the County for unrecovered expenses. Nothing in this agreement shall limit the ability of either party to bill responsible parties for expenses.

Section 4. Authority to Request Assistance.

The power to make a request for assistance or to provide aid under this agreement shall reside in the Louisa County Emergency Management Coordinator, the Louisa County Sheriff, a local fire chief or official designees only. When the County determines that its own resources are insufficient to meet the demands generated by a hazardous materials emergency, a request for such assistance as it believes is necessary in order to respond adequately to those demands may be made. The request shall include a location and description of the emergency, including any other pertinent information available at the time of the call.

Section 5. Response to Request for Assistance

Upon receiving a request for mutual aid assistance, the City may provide any such assistance as it deems appropriate, consistent with its existing obligations. The City will be given a recommended route to take to reach the location of the emergency. Whenever possible the County shall provide an escort from that point of entry to the emergency scene.

No provision of this agreement shall be construed as to place liability upon the City of Muscatine, its fire department, or its employees to respond to any request for assistance, continue a response to a request for assistance, or maintain a presence at the scene of an emergency for any reason. The amount of manpower and equipment sent in response to the request for assistance is solely at the discretion of the City.

Section 6. Operations at Emergency Scene

The responding City personnel and equipment shall report to the command officer of the County who is in charge at the emergency scene. The County command officer shall retain incident command responsibilities. The operation of any fire fighting vehicles and specialized equipment shall lie solely with the members of the entity that owns said equipment. It is the intent of this agreement that the role of the City is to provide services related to hazardous material emergency response. Command and support functions, such as fire suppression, emergency medical services, and law enforcement, are the responsibility of the County.

The Chief of the Muscatine Fire Department shall have direct control and supervision of its personnel and use of all apparatus and equipment provided by the City in mutual cooperation consistent with the spirit of this agreement. It is the responsibility of the County to establish and maintain an incident command system throughout the duration of the emergency while the personnel and/or equipment of the City of Muscatine is present at the scene of the emergency.

It is understood that there are limitations in the scope of the ability of the City to deal with some types of emergencies.

Section 7. Termination of Response

The City personnel and equipment shall be released by the County when the services of the City are no longer required. As soon as the County shall determine that the assistance it has received is no longer needed, it shall communicate such information to the officer in charge of City personnel.

The City retains the right to terminate its response at any time it determines such action is necessary. City personnel and equipment may withdraw from the emergency scene upon giving notice to the command officer at the emergency scene of their intent to do so.

Section 8. Term of Agreement

This agreement shall be in full force and effect upon execution by the parties hereto and the filing and recording thereof as provided in Section 13. The agreement shall continue in effect until terminated by either party. The agreement may be amended by agreement of both parties. Either party may terminate the agreement by giving written notice to the other party hereto by certified mail indicating a date of termination, in which case this agreement shall cease.

Section 9. Administration of Agreement

This agreement shall be administered by the Chief of the Muscatine Fire Department and the Louisa County Disaster Services Coordinator.

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 jointly. All such decisions shall be made prior to termination of the agreement.

Section 10. Notices

Any written notice as required in this agreement shall be sent to the address of the respective parties as shown on the execution portion of this agreement.

Section 11. Prior Mutual Aid Agreements

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.

Section 12. Compensation

The County shall pay the City \$00.25 per citizen (most recent census data) each year as an equipment maintenance fee, payable upon the execution of this agreement. In the event the agreement is terminated prior to the end of each successive year, a prorated amount will be refunded to the County.

Section 13. Filing and Recording

Upon execution by all parties hereto, this agreement shall be filed with the Secretary of State and recorded with the Louisa County and Muscatine County Recorders.

Louisa County

By

Paula Buckner

City of Muscatine

By

[Signature]

Mayor

City Hall

215 Sycamore St.

Muscatine, Iowa 52761

Attest:

Sandra Elliott

City Clerk

Date:

April 18, 2016

Date:

REC'D MAY 09 2016

WHEREAS, occasions may arise where hazardous material emergencies occur within Keokuk County, Iowa; and

WHEREAS, in such a situation the availability of trained personnel and equipment from the City of Muscatine might well avert disastrous results and personal tragedies; and

WHEREAS, Chapter 28E, Code of Iowa, provides that powers, privileges or authority exercised by a public agency of this state may be exercised jointly with any other agency of the United States having such powers, privilege, and authority; and

WHEREAS, the parties hereto are desirous of entering into an agreement which allows the Muscatine Fire Department to render hazardous material emergency assistance within Keokuk County, Iowa;

THEREFORE, THE PARTIES HERETO mutually agree to give emergency assistance when needed under the following terms and conditions:

Section 1. Purpose

The purpose of this agreement is to provide for assistance by the City of Muscatine, Iowa Fire Department (City) within Keokuk County, Iowa (County). The scope of the assistance includes Muscatine Fire Department response to hazardous materials emergencies located within Keokuk County, Iowa. No separate legal or administrative entity is created by this agreement. 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 with other organizations.

Section 2. Liability.

Employees of either organization acting pursuant to this agreement shall be considered as acting under the lawful orders and instructions of their employer. Under no circumstances are they to be considered employees of any other jurisdiction or organization, but rather shall be considered to be employees of their respective jurisdiction or organizations.

Each party hereto shall bear the liability and/or cost of damage to its own equipment and the death of or injury to its member organization's personnel, without regard to where the death, injury or damage occurs. Each party shall provide appropriate and reasonable insurance for its personnel who may suffer injury, disability, or death and/or are involved in loss or damage to private property, and/or death of or injury to private individuals in the performance of official duties while functioning under the terms of this agreement.

Each party hereto shall be responsible for defending against claims made against it or its personnel and arising from its participation in this agreement. The parties hereto shall not be obligated by this agreement to defend against claims made against the other party hereto, or against the personnel of said party.

For the purpose of this agreement, "Employee" and "Employer" shall include membership in or association with any organization without regard to level of financial compensation paid, if any.

Section 3. Expenses.

Expenses related to the City's response to emergencies will be borne by the County. The costs associated with this provision will be as determined by the City and shall include costs for manpower, damaged or destroyed equipment, and any special equipment and supplies used. The City will attempt to recover costs from responsible parties before billing the County for unrecovered expenses. Nothing in this agreement shall limit the ability of either party to bill responsible parties for expenses.

Section 4. Authority to Request Assistance.

The power to make a request for assistance or to provide aid under this agreement shall reside in the Keokuk County Emergency Management Coordinator, the Keokuk County Sheriff, a local fire chief or official designees only. When the County determines that its own resources are insufficient to meet the demands generated by a hazardous materials emergency, a request for such assistance as it believes is necessary in order to respond adequately to those demands may be made. The request shall include a location and description of the emergency, including any other pertinent information available at the time of the call.

Section 5. Response to Request for Assistance

Upon receiving a request for mutual aid assistance, the City may provide any such assistance as it deems appropriate, consistent with its existing obligations. The City will be given a recommended route to take to reach the location of the emergency. Whenever possible the County shall provide an escort from that point of entry to the emergency scene.

No provision of this agreement shall be construed as to place liability upon the City of Muscatine, its fire department, or its employees to respond to any request for assistance, continue a response to a request for assistance, or maintain a presence at the scene of an emergency for any reason. The amount of manpower and equipment sent in response to the request for assistance is solely at the discretion of the City.

Section 6. Operations at Emergency Scene

The responding City personnel and equipment shall report to the command officer of the County who is in charge at the emergency scene. The County command officer shall retain incident command responsibilities. The operation of any fire fighting vehicles and specialized equipment shall lie solely with the members of the entity that owns said equipment. It is the intent of this agreement that the role of the City is to provide services related to hazardous material emergency response. Command and support functions, such as fire suppression, emergency medical services, and law enforcement, are the responsibility of the County.

REC'D MAY 09 2016

The Chief of the Muscatine Fire Department shall have direct control and supervision of its personnel and use of all apparatus and equipment provided by the City in mutual cooperation consistent with the spirit of this agreement. It is the responsibility of the County to establish and maintain an incident command system throughout the duration of the emergency while the personnel and/or equipment of the City of Muscatine is present at the scene of the emergency.

It is understood that there are limitations in the scope of the ability of the City to deal with some types of emergencies.

Section 7. Termination of Response

The City personnel and equipment shall be released by the County when the services of the City are no longer required. As soon as the County shall determine that the assistance it has received is no longer needed, it shall communicate such information to the officer in charge of City personnel.

The City retains the right to terminate its response at any time it determines such action is necessary. City personnel and equipment may withdraw from the emergency scene upon giving notice to the command officer at the emergency scene of their intent to do so.

Section 8. Term of Agreement

This agreement shall be in full force and effect upon execution by the parties hereto and the filing and recording thereof as provided in Section 13. The agreement shall continue in effect until terminated by either party. The agreement may be amended by agreement of both parties. Either party may terminate the agreement by giving written notice to the other party hereto by certified mail indicating a date of termination, in which case this agreement shall cease.

Section 9. Administration of Agreement

This agreement shall be administered by the Chief of the Muscatine Fire Department and the Keokuk County Board of Supervisors.

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 jointly. All such decisions shall be made prior to termination of the agreement.

Section 10. Notices

Any written notice as required in this agreement shall be sent to the address of the respective parties as shown on the execution portion of this agreement.

Section 11. Prior Mutual Aid Agreements

REC'D MAY 09 2016

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.

Section 12. Compensation

The County shall pay the City \$00.25 per citizen (most recent census data) each year as an equipment maintenance fee, payable upon the execution of this agreement. In the event the agreement is terminated prior to the end of each successive year, a prorated amount will be refunded to the County.

Section 13. Filing and Recording

Upon execution by all parties hereto, this agreement shall be filed with the Secretary of State and recorded with the Keokuk County and Muscatine County Recorders.

Keokuk County
By Michael Berg

City of Muscatine
By _____
Mayor
City Hall
215 Sycamore St.
Muscatine, Iowa 52761

Attest: Sam Hetter

City Clerk

Date: May 2, 2016

Date: _____

WHEREAS, occasions may arise where hazardous material emergencies occur within Henry County, Iowa; and

WHEREAS, in such a situation the availability of trained personnel and equipment from the City of Muscatine might well avert disastrous results and personal tragedies; and

WHEREAS, Chapter 28E, Code of Iowa, provides that powers, privileges or authority exercised by a public agency of this state may be exercised jointly with any other agency of the United States having such powers, privilege, and authority; and

WHEREAS, the parties hereto are desirous of entering into an agreement which allows the Muscatine Fire Department to render hazardous material emergency assistance within Henry County, Iowa;

THEREFORE, THE PARTIES HERETO mutually agree to give emergency assistance when needed under the following terms and conditions:

Section 1. Purpose

The purpose of this agreement is to provide for assistance by the City of Muscatine, Iowa Fire Department (City) within Henry County, Iowa (County). The scope of the assistance includes Muscatine Fire Department response to hazardous materials emergencies located within Henry County, Iowa. No separate legal or administrative entity is created by this agreement. 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 with other organizations.

Section 2. Liability.

Employees of either organization acting pursuant to this agreement shall be considered as acting under the lawful orders and instructions of their employer. Under no circumstances are they to be considered employees of any other jurisdiction or organization, but rather shall be considered to be employees of their respective jurisdiction or organizations.

Each party hereto shall bear the liability and/or cost of damage to its own equipment and the death of or injury to its member organization's personnel, without regard to where the death, injury or damage occurs. Each party shall provide appropriate and reasonable insurance for its personnel who may suffer injury, disability, or death and/or are involved in loss or damage to private property, and/or death of or injury to private individuals in the performance of official duties while functioning under the terms of this agreement.

Each party hereto shall be responsible for defending against claims made against it or its personnel and arising from its participation in this agreement. The parties hereto shall not be obligated by this agreement to defend against claims made against the other party hereto, or against the personnel of said party.

For the purpose of this agreement, "Employee" and "Employer" shall include membership in or association with any organization without regard to level of financial compensation paid, if any.

Section 3. Expenses.

Expenses related to the City's response to emergencies will be borne by the County. The costs associated with this provision will be as determined by the City and shall include costs for manpower, damaged or destroyed equipment, and any special equipment and supplies used. The City will attempt to recover costs from responsible parties before billing the County for unrecovered expenses. Nothing in this agreement shall limit the ability of either party to bill responsible parties for expenses.

Section 4. Authority to Request Assistance.

The power to make a request for assistance or to provide aid under this agreement shall reside in the Henry County Emergency Management Coordinator, the Henry County Sheriff, a local fire chief or official designees only. When the County determines that its own resources are insufficient to meet the demands generated by a hazardous materials emergency, a request for such assistance as it believes is necessary in order to respond adequately to those demands may be made. The request shall include a location and description of the emergency, including any other pertinent information available at the time of the call.

Section 5. Response to Request for Assistance

Upon receiving a request for mutual aid assistance, the City may provide any such assistance as it deems appropriate, consistent with its existing obligations. The City will be given a recommended route to take to reach the location of the emergency. Whenever possible the County shall provide an escort from that point of entry to the emergency scene.

No provision of this agreement shall be construed as to place liability upon the City of Muscatine, its fire department, or its employees to respond to any request for assistance, continue a response to a request for assistance, or maintain a presence at the scene of an emergency for any reason. The amount of manpower and equipment sent in response to the request for assistance is solely at the discretion of the City.

Section 6. Operations at Emergency Scene

The responding City personnel and equipment shall report to the command officer of the County who is in charge at the emergency scene. The County command officer shall retain incident command responsibilities. The operation of any fire fighting vehicles and specialized equipment shall lie solely with the members of the entity that owns said equipment. It is the intent of this agreement that the role of the City is to provide services related to hazardous material emergency response. Command and support functions, such as fire suppression, emergency medical services, and law enforcement, are the responsibility of the County.

The Chief of the Muscatine Fire Department shall have direct control and supervision of its personnel and use of all apparatus and equipment provided by the City in mutual cooperation consistent with the spirit of this agreement. It is the responsibility of the County to establish and maintain an incident command system throughout the duration of the emergency while the personnel and/or equipment of the City of Muscatine is present at the scene of the emergency.

It is understood that there are limitations in the scope of the ability of the City to deal with some types of emergencies.

Section 7. Termination of Response

The City personnel and equipment shall be released by the County when the services of the City are no longer required. As soon as the County shall determine that the assistance it has received is no longer needed, it shall communicate such information to the officer in charge of City personnel.

The City retains the right to terminate its response at any time it determines such action is necessary. City personnel and equipment may withdraw from the emergency scene upon giving notice to the command officer at the emergency scene of their intent to do so.

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Section 9. Administration of Agreement

This agreement shall be administered by the Chief of the Muscatine Fire Department and the Henry County Disaster Services Coordinator.

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 jointly. All such decisions shall be made prior to termination of the agreement.

Section 10. Notices

Any written notice as required in this agreement shall be sent to the address of the respective parties as shown on the execution portion of this agreement.

Section 11. Prior Mutual Aid Agreements

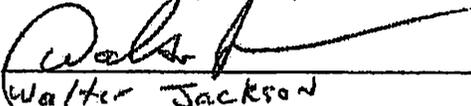
This agreement is not intended to supersede or otherwise invalidate any other mutual aid agreements in which the parties to this agreement may be participating.

Section 12. Compensation

The County shall pay the City \$00.25 per citizen (most recent census data) each year as an equipment maintenance fee, payable upon the execution of this agreement. In the event the agreement is terminated prior to the end of each successive year, a prorated amount will be refunded to the County.

Section 13. Filing and Recording

Upon execution by all parties hereto, this agreement shall be filed with the Secretary of State and recorded with the Henry County and Muscatine County Recorders.

Henry County
By 
Walter Jackson

City of Muscatine
By _____
Mayor
City Hall
215 Sycamore St.
Muscatine, Iowa 52761

Attest: 
Auditor

City Clerk

Date: 5-24-16

Date: _____

WHEREAS, occasions may arise where hazardous material emergencies occur within Washington County, Iowa; and

WHEREAS, in such a situation the availability of trained personnel and equipment from the City of Muscatine might well avert disastrous results and personal tragedies; and

WHEREAS, Chapter 28E, Code of Iowa, provides that powers, privileges or authority exercised by a public agency of this state may be exercised jointly with any other agency of the United States having such powers, privilege, and authority; and

WHEREAS, the parties hereto are desirous of entering into an agreement which allows the Muscatine Fire Department to render hazardous material emergency assistance within Washington County, Iowa;

THEREFORE, THE PARTIES HERETO mutually agree to give emergency assistance when needed under the following terms and conditions:

Section 1. Purpose

The purpose of this agreement is to provide for assistance by the City of Muscatine, Iowa Fire Department (City) within Washington County, Iowa (County). The scope of the assistance includes Muscatine Fire Department response to hazardous materials emergencies located within Washington County, Iowa. No separate legal or administrative entity is created by this agreement. 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 with other organizations.

Section 2. Liability.

Employees of either organization acting pursuant to this agreement shall be considered as acting under the lawful orders and instructions of their employer. Under no circumstances are they to be considered employees of any other jurisdiction or organization, but rather shall be considered to be employees of their respective jurisdiction or organizations.

Each party hereto shall bear the liability and/or cost of damage to its own equipment and the death of or injury to its member organization's personnel, without regard to where the death, injury or damage occurs. Each party shall provide appropriate and reasonable insurance for its personnel who may suffer injury, disability, or death and/or are involved in loss or damage to private property, and/or death of or injury to private individuals in the performance of official duties while functioning under the terms of this agreement.

Each party hereto shall be responsible for defending against claims made against it or its personnel and arising from its participation in this agreement. The parties hereto shall not be obligated by this agreement to defend against claims made against the other party hereto, or against the personnel of said party.

For the purpose of this agreement, "Employee" and "Employer" shall include membership in or association with any organization without regard to level of financial compensation paid, if any.

Section 3. Expenses.

Expenses related to the City's response to emergencies will be borne by the County. The costs associated with this provision will be as determined by the City and shall include costs for manpower, damaged or destroyed equipment, and any special equipment and supplies used. The City will attempt to recover costs from responsible parties before billing the County for unrecovered expenses. Nothing in this agreement shall limit the ability of either party to bill responsible parties for expenses.

Section 4. Authority to Request Assistance.

The power to make a request for assistance or to provide aid under this agreement shall reside in the Washington County Emergency Management Coordinator, the Washington County Sheriff, a local fire chief or official designees only. When the County determines that its own resources are insufficient to meet the demands generated by a hazardous materials emergency, a request for such assistance as it believes is necessary in order to respond adequately to those demands may be made. The request shall include a location and description of the emergency, including any other pertinent information available at the time of the call.

Section 5. Response to Request for Assistance

Upon receiving a request for mutual aid assistance, the City may provide any such assistance as it deems appropriate, consistent with its existing obligations. The City will be given a recommended route to take to reach the location of the emergency. Whenever possible the County shall provide an escort from that point of entry to the emergency scene.

No provision of this agreement shall be construed as to place liability upon the City of Muscatine, its fire department, or its employees to respond to any request for assistance, continue a response to a request for assistance, or maintain a presence at the scene of an emergency for any reason. The amount of manpower and equipment sent in response to the request for assistance is solely at the discretion of the City.

Section 6. Operations at Emergency Scene

The responding City personnel and equipment shall report to the command officer of the County who is in charge at the emergency scene. The County command officer shall retain incident command responsibilities. The operation of any fire fighting vehicles and specialized equipment shall lie solely with the members of the entity that owns said equipment. It is the intent of this agreement that the role of the City is to provide services related to hazardous material emergency response. Command and support functions, such as fire suppression, emergency medical services, and law enforcement, are the responsibility of the County.

The Chief of the Muscatine Fire Department shall have direct control and supervision of its personnel and use of all apparatus and equipment provided by the City in mutual cooperation consistent with the spirit of this agreement. It is the responsibility of the County to establish and maintain an incident command system throughout the duration of the emergency while the personnel and/or equipment of the City of Muscatine is present at the scene of the emergency.

It is understood that there are limitations in the scope of the ability of the City to deal with some types of emergencies.

Section 7. Termination of Response

The City personnel and equipment shall be released by the County when the services of the City are no longer required. As soon as the County shall determine that the assistance it has received is no longer needed, it shall communicate such information to the officer in charge of City personnel.

The City retains the right to terminate its response at any time it determines such action is necessary. City personnel and equipment may withdraw from the emergency scene upon giving notice to the command officer at the emergency scene of their intent to do so.

Section 8. Term of Agreement

This agreement shall be in full force and effect upon execution by the parties hereto and the filing and recording thereof as provided in Section 13. The agreement shall continue in effect until terminated by either party. The agreement may be amended by agreement of both parties. Either party may terminate the agreement by giving written notice to the other party hereto by certified mail indicating a date of termination, in which case this agreement shall cease.

Section 9. Administration of Agreement

This agreement shall be administered by the Chief of the Muscatine Fire Department and the Washington County Board of Supervisors.

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 jointly. All such decisions shall be made prior to termination of the agreement.

Section 10. Notices

Any written notice as required in this agreement shall be sent to the address of the respective parties as shown on the execution portion of this agreement.

Section 11. Prior Mutual Aid Agreements

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.

Section 12. Compensation

The County shall pay the City \$00.25 per citizen (most recent census data) each year as an equipment maintenance fee, payable upon the execution of this agreement. In the event the agreement is terminated prior to the end of each successive year, a prorated amount will be refunded to the County.

Section 13. Filing and Recording

Upon execution by all parties hereto, this agreement shall be filed with the Secretary of State and recorded with the Washington County and Muscatine County Recorders.

Washington County

City of Muscatine

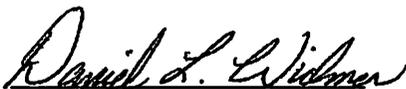
By 
RICHARD L. YOUNG, Chairperson
Washington County Board of Supervisors

Mayor
City Hall
215 Sycamore St.
Muscatine, Iowa 52761

May 3, 2016

ATTEST:

ATTEST:


DANIEL L. WIDMER
Washington County Auditor

City Clerk

May 3, 2016
Date

Date