

## Mutual Aid Agreement Atlantic & Lewis Fire Departments

### Standard and Automatic Mutual Aid

This agreement is made pursuant to Chapter 28E, Code of Iowa, between the City of Atlantic, Iowa and the City of Lewis, Iowa.

**Whereas**, the stated purpose of the undersigned is to provide Automatic Aid and Standard Mutual Aid in fire protection.

**Whereas**, in all occasions the undersigned agree to respond per their own Fire Department Official Standard Operating Guidelines.

**Therefore**, the parties hereto mutually agree to give fire and emergency assistance when needed on a reciprocal basis under the following terms and conditions.

#### **The following outline describes (A) Standard and (B) Mutual Aid:**

##### **(A) Standard Mutual Aid**

1. The City of Atlantic shall release available equipment and manpower as requested by the Incident Command Officer of the Lewis Fire Department to all calls of the entire Lewis fire district.
2. The City of Lewis shall release available equipment and manpower as requested by the Incident Command Officer of the Atlantic Fire Department to all calls of the entire Atlantic fire district.

##### **(B) Automatic Mutual Aid**

1. The City of Atlantic shall release equipment and personnel as per Atlantic Fire Department Standard Operating Guidelines to all calls of the Lewis fire district as described in the following district description outline.
2. The Atlantic Fire Department shall automatically respond to all calls described in Section #1 of (B) above 24 hours a day on a continual basis for the length of this agreement.
3. The City of Lewis shall release one rural tanker with 1800 gallons of water, 1500 gallon portable tank and operator per Lewis Fire Department Standard Operating Guidelines to all structure fires in the Atlantic fire district as described in the following section of this agreement.
4. The Lewis Fire Department shall respond to all calls described in Section #3 of (B) above 24 hours a day on a continual basis for the length of this agreement.

#### **Atlantic Fire Department Automatic Aid Response Area**

The designated response area for the City of Atlantic, Atlantic Fire Department shall be Washington Township South to White Pole Road (US Hwy 6) and West to the Cass County Line, Bear Grove Township South to Oxford Road and East to 620<sup>th</sup> Street and the city limits of Lewis.

#### **Lewis Fire Department Automatic Aid Response Area**


The designated response area for the City of Lewis, Lewis Fire Department shall be Washington Township West to Cass County line and North to Jasper Road, sections 4 & 5 of Bear Grove Township, and Grove Township North to Jasper Road and East to 630<sup>th</sup> Street.

#### **Both Mutual Aid Conditions Are Subject To The Following Terms**

1. The number of persons or equipment to be released for a response to any calls shall be at the discretion of the Chief or said designate (incident command officer at the scene), pursuant to guidelines and procedures of both parties.
2. When the personnel and equipment so released are combined may, upon giving notice to the person in charge, withdraw to answer any alarm that may occur simultaneously in the designated fire districts of the undersigned. In such an event, the undersigned shall indemnify and save harmless the party hereto whose unit withdrew against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless any

such party from any and all claims, demands, suits, actions or proceedings of any kind or nature, of or by any one whomsoever, in any way resulting from or arising out of the withdrawal.

3. There shall be no liability for failure to reach the place of fire or other emergencies after a call is made where road or other conditions, and/or events beyond the control of the responding parties where emergency needs or potential needs exist within the designated fire districts of the responding parties impair or prevent a timely response.
4. The costs of operations including compensation, repairs and upkeep, shall be borne by each party for its own equipment and personnel. The requesting party will provide, without charge, such sufficient fuel as may be required by the visiting party to carry on the combined firefighting after its initial supply is depleted, plus sufficient fuel to propel the visiting units back to their stations after the emergency.
5. Each party agrees to keep on hand sufficient adapters for equipment connections for use by any other party.
6. Each party shall exercise due diligence in returning lost or forgotten equipment and appliances to its rightful owner.
7. The responding department personnel and equipment shall report to the command officer in charge of the requesting department, unless he or she specifically relinquishes this authority to another officer.
8. The responding party's chief or senior officer, or other responding party member in charge shall supervise its own personnel, apparatus, equipment and material in mutual cooperation and consistent with the spirit of this agreement.
9. This agreement shall be in full force and execution by all parties hereto, for a term of five (5) years from the date of execution. This agreement may be amended by agreement of all parties. Any party may withdraw from this agreement by giving thirty (30) days notice to each other's parties, hereto by certified mail in which case said notifying party shall be deleted from further operations of the agreement.
10. Upon execution by all parties hereto, this agreement shall be filed with the office of the Cass County Recorder.

  
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Mayor, City of Atlantic, Iowa

6-16-06  
Date

  
\_\_\_\_\_  
Fire Chief, Atlantic Fire Department

5/23/06  
Date

  
\_\_\_\_\_  
Mayor, City of Lewis, Iowa

12/14/05  
Date

  
\_\_\_\_\_  
Fire Chief, Lewis Fire Department

12-14-05  
Date

