

MUTUAL AID AGREEMENT
ATLANTIC AND LEWIS FIRE DEPARTMENTS
STANDARD AND AUTOMATIC MUTUAL AID

This agreement is made pursuant to Chapter 28E, Code of Iowa, between the City of Lewis, Iowa and the City of Atlantic, 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) Automatic 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 Commander 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), on a 24 hour basis, and continually for the length of this agreement.
3. The City of Lewis shall release one rural tanker with 1800 gallons of water, a 1500 gallon portable tank, and an operator per Lewis Fire District 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), on a 24 hour basis, and continually 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 620th 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 and 5 of Bear Grove Township
- Grove Township North to Jasper Road and East to 630th St.

BOTH MUTUAL AID CONDITIONS ARE SUBJECT TO THE FOLLOWING TERMS

1. The number of personnel 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 to a response are then combined, they may, upon giving notice to the Incident Command, withdraw to answer any alarm that may occur simultaneously in the designated fire districts of the undersigned. In such 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, anyone 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 any 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 cost 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 or emergency response, 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 Incident Command Officer of the requesting department, unless he/she specifically relinquishes this authority to another officer.
8. The responding party's own 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 the 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) day notice to each other's parties, 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.

Don Cobus

Mayor, City of Lewis, Iowa

Zerby J. Einken

Fire Chief, Lewis Fire Department

10/8/14

Date

10-8-14

Date

David R. Jones

Mayor, City of Atlantic, Iowa

Mark E. McKee

Fire Chief, Atlantic Fire Department

10/1/14

Date

10-1-14

Date

City of Lewis Official Seal

City of Atlantic Official Seal

