**AUTOMATIC AID AGREEMENT**

This **AUTOMATIC AID AGREEMENT** ("Agreement") is entered into this\_\_\_\_ day of April, 2014, by and between the City of Polk City, Iowa and the City of Sheldahl, Iowa.

**Geographic Limits**. This Agreement shall apply to all incidents requiring the need of emergency medical services (EMS), including requests for emergency medical services, motor vehicle crashes (with or without injuries) and any other incident ("Emergency Incidents") where the first response is provided by a local fire department. This Agreement applies to all medical and rescue assignments received by the Polk County Communications Center, Boone County Communications Center, or Story County Communications Center for addresses or occupancies within the Polk, Boone, or Story County areas of the Sheldahl City limits and Ambulance District.

1. **Situations Where Aid is Provided**. All calls for emergency medical services within the defined Automatic Aid Agreement area shall result in an automatic response by the Polk City Fire Department. To accomplish this, the Polk County Communications Center shall dispatch the Polk City Fire Department after receiving a request for assistance directly to the Polk County Communications Center or by prompt and immediate notification from the Boone County or Story County Communications Centers request for assistance by the Polk City Fire Department through the Polk County Communications Center. This Automatic Aid Agreement shall be in effect 24 hours a day, seven days a week.

2. **Personnel and Equipment Provided**. Responses will be consistent with the established Standard Operating Guidelines, Polices, Procedures, and Protocols of the Polk City Fire Department. Any other required personnel and/or equipment will be determined by the Incident Commander at his or her sole discretion.

3. **Command at an Emergency Incident.** The first allying unit on any emergency incident will establish an Incident Command Management structure that is consistent with Polk County TEAMS Procedure 300, Incident Management System. All responding personnel will operate accordingly under the command structure established and will work at all times in assigned sectors.

4. **Radio Communications**. The Polk County Communications Center will dispatch the Polk City Fire Department to emergency incidents within the described boundary. Responding units to emergency incidents within the described boundary will conduct their radio traffic on Polk County Fire. The Polk City Fire Department will follow the current Polk County Communications Center Fire and EMS Dispatch Protocols.

5. **Contract Cost**. Polk City shall bill the patient or the patient's insurance company for services provided at the rate established by the Polk City Fire Department and agreed to by the Polk City Council. In addition, the City of Sheldahl shall pay the City of Polk City for the term of this agreement the yearly rate of $0.2025/$1000 of taxable valuation, unless this section of this agreement is amended by both parties.

6. **Term**. This agreement shall be in full force and effect upon execution by all parties and thereafter shall continue in effect from year to year. Either party may withdraw from this Agreement by giving sixty (60) days written notice to the other party by certified mail.

7. **Liability/Indemnification**. Each party shall waive all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury or damage occurs at an emergency within the described boundary. To the extent allowed by law, each department shall indemnify, defend and hold harmless all other parties for damages, claims, demands, suits, judgments, costs and expenses arising from loss of or damage to private property and/or the death of or injury to private persons when caused by the department responding within the parameters of this Agreement. Provided, however, nothing contained in this paragraph shall be construed to waive any immunity granted to a party by law.

With respect to "Command at the Emergency Incident" as provided for in section 4 above, each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the individual that assumes command (Incident Commander) at any emergency incident this provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of Incident Commander, which is later determined at anytime to have been grossly negligent, willful, wanton or reckless

8. **Prior Agreements**. This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the two cities in this area.

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City of Polk City City of Sheldahl

Jason Morse, Mayor Don Towers, Mayor

ATTEST: ATTEST:

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Sharon Nickles, City Clerk Marge McKinney, City Clerk