

RESOLUTION # 15-96

A RESOLUTION ADOPTING THE FOLLOWING MUTUAL PROTECTION AGREEMENT:

Passed by the Council of the City of Buffalo, IA this 04 day of March, 1996.

Approved and signed by the Mayor of Buffalo, IA this 04 day of March, 1996.

Signed: 

Phil C. Hoover,
Mayor of Buffalo, IA

Attest: 

Carol A. Bernauer,
City Clerk of Buffalo, IA

RECEIVED
02/28/96
C.B.

MUTUAL PROTECTION AGREEMENT

WHEREAS, the Scott County Sheriff's Department and the cities of Bettendorf, Blue Grass, Buffalo, Davenport, Dixon, Eldridge, LeClaire, Long Grove, McCausland, Princeton and Walcott (hereinafter referred to as "Participating Cities"), share the common goals of safeguarding the lives of persons, property and the legal rights of all citizens, and

WHEREAS, the Scott County Sheriff's Department and Participating Cities recognize the fact that officers are expected to apprehend violators of the law and to protect the citizenry and their property during and after both natural and man-made disasters and disorder, and

WHEREAS, the joint participation of the Scott County Sheriff's Department and Participating Cities, as outlined in Chapter 28E of the 1993 Code of Iowa, can achieve the aforesaid goals more effectively than they can separately.

IT IS NOW THEREFORE AGREED in consideration of the covenants and agreements contained herein, that the Scott County Sheriff's Department and Participating Cities hereby enter into this agreement on the _____ day of _____, ¹⁹⁹⁶1995, for the purpose of developing and implementing a system to render disaster assistance to the Participating Cities and their associated agencies as hereinafter set forth.

I. DEFINITIONS

- INITIATING AGENCY The jurisdiction initiating the request for assistance.
- RESPONDING AGENCY The jurisdiction being requested for assistance.
- INITIATING SUPERVISOR The senior officer or designated supervisor of the agency initiating the request for assistance.
- RESPONDING SUPERVISOR The senior officer or designated supervisor of the agency lending assistance.
- COMMUNICATION CENTERS Any and all dispatch centers of agencies involved in the emergency assistance.
- SERVICE AREA Any point within Scott County, Iowa.

II. PROTECTED AREAS

Upon request, the responding agency may dispatch the requested assistance, including personnel and/or equipment as may be available at that time. This commitment of personnel and/or equipment will be at the discretion of the responding agency.

III. POWER TO REQUEST ASSISTANCE

The power to request assistance under this agreement shall reside in the sole discretion of the supervisor of the agency initiating the request for assistance. The supervisor may make an oral request through the Communication Center to the responding agency.

IV. PERSONNEL AND EQUIPMENT PROVIDED

The initiating agency shall include in its request for assistance the amount and type of equipment and number of personnel required and shall specify the location where the personnel and equipment are needed.

It is hereby agreed by all parties that the final decision as to the amount and type of equipment and number of personnel to be furnished shall be made by the responding agencies. Neither party may make a claim whatsoever against the other party for refusal to send the requested equipment or personnel where such refusal is based on the sole judgment of the responding party.

V. RELEASE OF EQUIPMENT

The responding party's personnel and/or equipment shall be released when the services of the responding party are no longer required, or the responding party's personnel and/or equipment are needed by the responding agency.

VI. NO REIMBURSEMENT FOR COSTS

Neither party shall be required to reimburse the other party for cost of providing the services set forth in this agreement. Each party shall pay its own cost for responding to the requests of the other party.

VII. LIABILITY

Each party waives all claims against the other party for compensation for damage, loss or of the use of any equipment or property and personal injury or death to its employees or agents occurring as a consequence of the performance agreement.

Each party shall be responsible for all losses, liabilities, costs, expenses, suits, actions, claims and other obligations and proceedings whatsoever, including without limitation all judgements, attorney fees and other expenses caused by or attributed to their personnel or equipment while in the performance of this agreement. In the event of any joint liability of the parties, the determination of comparative fault shall be governed by Chapter 668 of the Code of Iowa.

VIII. DURATION

This agreement shall become effective upon the approval of the respective parties, (as evidenced by the signature of their respective representative) and shall continue until such time as any party shall revoke said agreement by providing written notice at least (30) days in advance to all other parties involved in this agreement. Further, this agreement may not be enlarged, modified or altered except if it is in writing and signed and endorsed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the 04 day of March, ~~1995~~, 1996.

CITY OF BETTENDORF

By _____

CITY OF BLUE GRASS

BY _____

CITY OF BUFFALO

BY _____

CITY OF DAVENPORT

BY _____

CITY OF DIXON

BY _____

CITY OF ELDRIDGE

BY _____

CITY OF LECLAIRE

BY _____

CITY OF LONG GROVE

BY _____

CITY OF MCCAUSLAND

BY _____

CITY OF PRINCETON

BY _____

CITY OF WALCOTT

BY _____

MB/clw

cc: File 95-300

Major Vollmer, Chief Deputy