

**COUNCIL ACTION FORM**

**SUBJECT: APPROVAL OF REVISED STORY COUNTY 28E MUTUAL AID  
AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES**

**BACKGROUND:**

In 2001, all of the fire departments within Story County signed a 28E intergovernmental agreement to provide mutual aid during fire calls. In 2011, these departments attempted to sign a new 28E agreement for mutual aid. This new agreement was proposed to address the separation of the Westory Fire agency into two separate entities, Gilbert Fire and Westory Fire (City of Kelley), and to add emergency medical services (EMS) to the agreement. The Ames City Council approved this revised agreement on November 22, 2011. Unfortunately, this 28E agreement was never filed with the State of Iowa because not all the signatures could be collected from all of the participating agencies.

The City Council is now being asked to approve an updated 28E agreement. This version includes all of the 2011 provisions that were previously approved by Council, with three additional provisions relating to liability and expenses:

- Any agency that sponsors training or allows other agencies to use its facilities is not liable for damages or injuries from the training.
- Agencies may recover some of their operating expenses (personnel, equipment, and supplies) for incidents lasting longer than 12 consecutive hours.
- Agencies may bill the costs of response to a hazardous materials incident to those responsible for the incident.

**ALTERNATIVES:**

1. Approve the attached revised County-wide 28E agreement for fire and EMS mutual aid.
2. Do not approve the revised County-wide 28E agreement for fire and EMS mutual aid.

**CITY MANAGER’S RECOMMENDED ACTION:**

Each year the Ames Fire Department responds to a small number of mutual aid requests to areas outside the City of Ames. These have included EMS response and automobile extrication just outside the Ames corporate limits, as well as large scale incidents throughout the county involving fires, hazardous materials, and calls where the appropriate resources or equipment would otherwise not have been available in the jurisdiction.

Likewise, there have been incidents where support from other agencies in Story County has been requested within Ames. Having an agreement that outlines the available resources and responsibilities allows the Story County fire and EMS agencies to share resources at the times they are most needed.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the revised Story County 28E mutual aid agreement for fire and EMS.

**STORY COUNTY  
COUNTY/MUNICIPAL  
MUTUAL AID AGREEMENT**

**ARTICLE I – LEGAL BASIS**

Section 1. Authority to form. This agreement is made pursuant to Section 28E.31 of Chapters 28 E Code of Iowa, permitting public agencies to enter into an agreement to share specific services in a mutually agreeable manner, as may be joined hereto by this newly formed agreement.

Section 2. Governing public agency. Any public agency required to provide fire protection under 364.16 Code of Iowa, or any trustee of each township required to provide fire protection under 359.42 Code of Iowa, unless already contracting fire protection with another municipality, shall pass a resolution with that governing body to enter into this agreement as a party of the Story County Mutual Aid Agreement.

Section 3. Exceptions. Municipalities as defined in 28E.31 having contracted fire protection services with another public agency, as allowed by the Code of Iowa, are not required to become parties to this agreement, as long as the municipality has authority to approve membership into this agreement.

**ARTICLE II- EFFECTIVE DATE**

This Agreement shall be in full force and effect at 12:01 a.m., January 1, 2020, by and between the Parties who have obtained approval hereof by their respective governing bodies. Prior to January 1, 2020, the President of the Story County Fire Chief's Association shall authorize the Story County Emergency Management Agency to file this Agreement with the Iowa Secretary of State as required by Iowa Code section 28E.9. This Agreement shall remain in full force and effect for an indefinite period of time from the effective date hereof until there are less than two agencies that have not terminated this 28E as provided in Article IV.

**ARTICLE III- AMENDMENT**

This Agreement represents the entire Agreement of the Parties. Any amendments, to include the addition of new members, must be in writing and approved by the governing body of all Parties by resolution. Any and all amendments must comply with the provisions of Iowa Code section 28E.8. Amendments will be filed with the Iowa Secretary of State by the Story County

Emergency Agency when authorized by the Story County Fire Chief's Association or President's designee after all such requirements for amendments are completed and verified by the Story County Fire Chief's Association or President's designee.

#### ARTICLE IV -TERMINATION

This Agreement may be terminated with respect to that Party for any reason by any Party by giving written notice, by certified mail to the Story County Emergency Management Agency who shall inform the other parties to this 28E. This Agreement shall thereafter terminate, with respect to that Party only, sixty (60) days from the date of receipt of termination notice. Upon termination, said terminating Party shall have no further responsibility or obligation or benefits from the other Parties to the Agreement, under this Agreement, except as provided herein. The Story County Emergency Management Agency will file an amendment with the Iowa Secretary of State reflecting the termination of the agreement for that agency.

#### ARTICLE V- PURPOSE

Section 1. The purpose of this agreement is to permit and provide for assistance on a reciprocal basis (mutual aid), among the fire department agencies of the participating jurisdictions, in the event of an emergency incident within the jurisdiction of the requesting fire agency. It is the intent of this agreement that mutual aid be requested and provided only when the normal resources available to the requesting jurisdiction are inadequate to meet the emergency incident demands.

Section 2. This agreement is not intended to supersede or otherwise invalidate other mutual aid agreements in which the parties to this agreement may be participating.

#### ARTICLE VI- ADMINISTRATION

Section 1. This agreement shall be administered by the fire chiefs of the participating jurisdictions.

Section 2. The parties participating in this agreement, or their designated representatives, hereby appoint the Story County Emergency Management Agency to be the custodian of this agreement. At the direction of the President of the Fire Association, the custodian of the agreement shall file this agreement with State of Iowa as required by the Code of Iowa. The custodian shall file any adopted amendments to the agreement in the same manner as the agreement itself.

## ARTICLE VII- MUTUAL AID PROCEDURES

Section 1. Requests for assistance. A jurisdiction which is a party to this agreement may, when it determines that its own resources are insufficient to meet the demands generated by an emergency incident, request such assistance as it believes is necessary in order to respond adequately to those demands. The determination of need and the request for assistance shall be made by the fire department incident commander of the requesting jurisdiction, or his or her appropriate designee. As soon as the requesting jurisdiction shall determine that the mutual aid assistance it has received is no longer needed, it shall communicate such information to the jurisdiction(s) which provided that assistance.

Section 2. Response to Request for assistance. Upon receiving a request for mutual aid assistance, the other jurisdictions participating in the mutual aid agreement shall provide such assistance as they deem consistent with their existing obligations. A jurisdiction providing mutual aid shall retain the right to terminate that aid at any time if it determines such actions are necessary. Termination of aid shall be coordinated and not be conducted in a reckless manner so as to endanger other personnel on scene.

Section 3. Supervision of resources. Mutual aid resources made available to another jurisdiction will remain under the control of the jurisdiction which provided them. They may, however, be given task assignments, objectives, priorities, and other directions from the jurisdiction which requested them. Responding mutual aid public agencies shall not assume or summon other public agency resources to an incident unless approved or requested by the Incident Commander.

## ARTICLE VIII- LIABILITY AND EXPENSES

Section 1. Liability. Each jurisdiction participating in this agreement shall be solely liable for any damage or injury which its personnel, property, or equipment may suffer, except in cases of negligence or illegal acts by any other jurisdiction(s). This section shall protect any participating host agency who sponsors or allows other agencies of this agreement to use facilities or participate in combined training events.

Section 2. Expenses. No Party shall be required to reimburse any other Party for the cost of providing the services set forth in this Agreement, unless services are provided for longer than 12 consecutive hours.

Services include, but are not limited to:

- a. Personnel (including backfill personnel)
- b. Equipment (at rates defined by FEMA)
- c. Supplies (actual cost incurred, including shipping of replacement supplies)

Documentation is required in the form of an incident report which clearly lists personnel, equipment and supplies used. Supply usage also requires an actual invoice copy.

Section 3. Hazardous Materials Services. The Providing Entity may bill the responsible person (as defined by Iowa Administrative Code Chapter 133.2 and 133.3) at a hazardous substance or condition incident (as defined in Iowa Administrative Code Section 133.1(2)) to reclaim costs associated with responding to the incident. Provisions of this 28E are not applicable to operations by the Des Moines HAZMAT. Des Moines HAZMAT services are defined under a specific 28E between the Story County Emergency Management Commission and the City of Des Moines.

**STORY COUNTY  
COUNTY/MUNICIPAL  
MUTUAL AID AGREEMENT**

**SIGNATURE FOR APPROVING 28E AGREEMENT FOR MUTUAL  
ASSISTANCE FOR STORY COUNTY FIRE DEPARTMENT SERVICES**

Date this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_  
Mayor

City of: \_\_\_\_\_

By: \_\_\_\_\_  
Witness/Fire Chief

Attest: \_\_\_\_\_  
City Clerk