

RESOLUTION NO. 1487

RESOLUTION APPROVING THE GENERAL AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE AND WEST BRANCH FIRE/RESCUE DEPARTMENT CITY OF WEST BRANCH, IOWA

WHEREAS, the objective of this Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural fires, wildfires, providing emergency medical services (EMS) operations on lands within the Park's boundaries, within the City of West Branch, and in the immediate surrounding area; and

WHEREAS, the West Branch Fire Department is primarily responsible for conducting fire prevention, detection, and suppression of structural and wildland fire, providing EMS, and for conducting search and rescue operations within the City of West Branch, on federally owned land within the park boundary, and in the immediate surrounding area (including non-federally owned land within the Park's boundaries); and

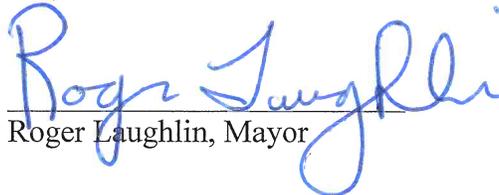
WHEREAS, the City Council would like to continue the provisions of the General Agreement, which are currently in place as a result of a five-year General Agreement which was approved by the City Council in June of 2011; and

WHEREAS, it is now necessary for the City Council to approve said General Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned General Agreement with the United States Department of the Interior National Park Service, is hereby approved.

Further, the Mayor is directed to execute the General Agreement on behalf of the City.

Passed and approved this 27th day of June, 2016.


Roger Laughlin, Mayor

ATTEST:


Matt Muckler, City Administrator/Clerk

**General Agreement
between
The United States Department of the Interior
National Park Service
and
West Branch Fire/Rescue Department
City of West Branch, Iowa**

Regarding Firefighting and Emergency Medical Service Assistance

This General Agreement is entered into by and between the National Park Service (hereinafter "NPS"), United States Department of the Interior, acting through the Superintendent of Herbert Hoover National Historic Site (hereinafter "Park"), and the City of West Branch, Iowa, acting through its West Branch City Fire Chief.

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural fires, wildfires, providing emergency medical services (EMS) operations on lands within the Park's boundaries, within the City of West Branch, and in the immediate surrounding area.

The West Branch Fire Department is primarily responsible for conducting fire prevention, detection, and suppression of structural and wildland fire, providing EMS, and for conducting search and rescue operations within the City of West Branch, on federally owned land within the park boundary, and in the immediate surrounding area (including non-federally owned land within the Park's boundaries).

ARTICLE II - AUTHORITY

Title 16 U.S.C. § 1b(1) authorizes the Secretary of the Interior to render "emergency rescue, firefighting, and cooperative assistance to nearby . . . fire prevention agencies and for related purposes outside of the National Park System."

Title 16 U.S.C. § 1-3 and National Park Service Director's Order 20 authorizes the National Park Service to enter into agreements to facilitate park operations.

This Agreement is entered into under the authority of *42 U.S.C. §1856a (1994)*.

Iowa State Code 28E authorizes the City of West Branch to enter into intergovernmental understandings.

ARTICLE III – STATEMENT WORK

A. The NPS agrees to:

1. Furnish, when requested by the West Branch Fire Department, qualified NPS employees, emergency, fire and EMS equipment to assist in EMS, the suppression of wildfires and other emergencies within the City of West Branch or in the immediate surrounding area whenever the furnishing of such assistance does not seriously impact the conduct of Park business. Authorized NPS employees will be deemed to be acting within the scope of their federal employment when responding to calls from the fire department.
2. Provide federal worker's compensation coverage for authorized NPS employees who respond to calls with the West Branch Fire Department.
3. Upon request, provide to the West Branch Fire Department an annual familiarization tour of the Park's facilities, equipment, and access points.
4. Provide opportunities for Fire and EMS personnel to receive training held in the local area sponsored by the NPS.

B. The City of West Branch agrees to:

1. Furnish available qualified EMS or Fire personnel, fire equipment, and rescue equipment to respond to emergencies on federally owned land within the Park. The West Branch Fire Department will suppress structural fires and wildfires, respond to spills of hazardous materials, perform emergency medical services and search and rescue services.
2. Provide worker's compensation coverage for qualified members of the West Branch Fire Department who respond to calls from the fire department within the park.
3. Provide to the NPS an annual familiarization tour of the West Branch Fire Department's facilities and equipment.
4. Provide opportunities for NPS personnel to receive training sponsored by the Fire Department.

C. The parties further agree as follows:

1. Each party will provide to the other party a list of responsible persons, with telephone numbers, to be contacted in an emergency. At least once a year, or more often if necessary, each party will provide the other party with an updated list of such persons and telephone numbers.
2. Each party will provide to the other party copies of current fire management plans for their areas of primary responsibility, including maps of areas involved and descriptions of special or extraordinary actions to be taken.
3. Only Minimum Impact Suppression Tactics will be used when fighting wildfires within the Park. No chainsaws or ground-disturbing equipment such as graders or bulldozers will be used without the permission of the NPS Superintendent or his/her designee.
4. After notifying the other party of a fire's discovery, either party may take immediate action to suppress a fire in the other party's area of primary responsibility in order to save life or property.
5. Each party to this Agreement waives all claims against the other party for compensation for loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement unless the actions which cause such loss, damage, personal injury, or death are intentional or a result of gross reckless, or wanton behavior.
6. Neither party to this Agreement will reimburse the other party for all or any part of the cost incurred by such party in providing fire protection pursuant to this Agreement.
7. Nothing in this Agreement will be construed as obligating the NPS to expend in any one fiscal year any sum in excess of the monies appropriated by Congress and allocated by the NPS for the performance of this Agreement.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article X that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**
Superintendent
Herbert Hoover National Historic Site
P.O. Box 607
West Branch, Iowa 52358
(319)-643-2541

2. **For the City of West Branch, Iowa:**
Matt Muckler
City Administrator
City of West Branch
P.O. Box 218, 110 N. Poplar Street
West Branch, IA 52358
(319) 643-5888

Kevin Stoolman
Fire Chief
City of West Branch
P.O. Box 218, 110 N. Poplar Street
West Branch, IA 52358
(319) 643-5888

- B. **Communications** - The City will address any communication regarding this Agreement to the key official with a copy to the Contracting Officer, and to the Superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the Superintendent.
- C. **Changes in Key Officials** - Neither the NPS nor the City may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – FUNDING

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as set forth in Article III.

ARTICLE VII – PRIOR APPROVAL

Not applicable.

ARTICLE VIII – REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties.

ARTICLE IX – PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to the City of West Branch during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE X – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XI – STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

The City of West Branch will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the City of West Branch represents. No release of information relating to this Agreement may state or imply that the Government approves of the City of West Branch's work product or considers the City of West Branch's work product to be superior to other products or services.

C. Public Information Release

All releases of public information will be handled through designated Public Information Officers (PIO) of the NPS or the West Branch Fire Department. Information released will be approved by the park Superintendent and/or the West Branch Fire Chief prior to release to the public. All sensitive information will be coordinated between the park Superintendent and Fire Chief, and their respective PIO prior to release. The West Branch Fire Department must obtain prior approval from the park Superintendent or his/her designee for any public information release which refers to the Department of the Interior, or to any bureau, park unit, or employee (by name or title), or to this agreement. The specific text, layout, photographs, etc of the proposed release must be submitted with the request for approval.

D. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE XII – SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

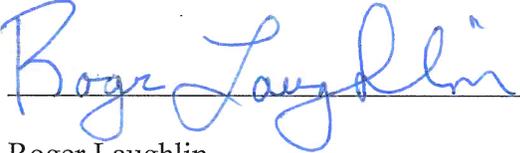
Signature:  Date: 7-13-16

Name: Peter S. Swisher

Title: Superintendent

Herbert Hoover National Historic Site

FOR THE CITY OF WEST BRANCH, IOWA:

Signature:  Date: 7-14-16

Name: Roger Laughlin

Title: West Branch City Mayor