

**RESOLUTION 1995**

**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

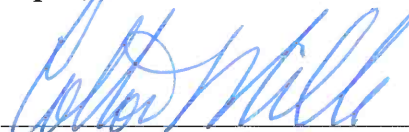
**WHEREAS**, the City Council would like to continue the provisions of the General Agreement, which are currently in place as a result of a five-year General Agreement which was approved by the City Council in June of 2016; and

**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 Pro Tem is directed to execute the General Agreement on behalf of the City.

\* \* \* \* \*

**Passed and approved this 5th day of April, 2021.**

  
Colton Miller, Mayor Pro Tem

ATTEST:

  
Leslie Brick, Deputy City 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**

This 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 “HEHO”), and the city of West Branch, IA, acting through the Fire Chief of West Branch Fire Department (hereinafter “WBFD”).

**ARTICLE I - BACKGROUND AND OBJECTIVES**

The objective of the Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in managing Emergency Medical Services “EMS”, Search and Rescue “SAR”, and Structure Fire and Wildland Fire Management actions on lands within and immediately outside NPS boundaries.

Both agencies recognize that the most effective method to respond to emergencies and prevent fires is through cooperative efforts. Accordingly, HEHO and the WBFD do hereby enter into an agreement to provide emergency cooperative assistance to maintain public safety and welfare on lands and waters within and surrounding HEHO, as both parties can mutually benefit from the expertise and resources of their respective agencies.

**ARTICLE II - AUTHORITY**

Title 54 U.S.C. § 102712 authorizes the Secretary of the Interior, acting through the NPS, and administrators of HEHO, to render emergency assistance to visitors within areas of the National Park System.

Title 54 U.S.C. § 102711 authorizes the Secretary of the Interior to render “emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the National Park System.”

Title 42 U.S.C. § 1856A authorizes the United States to enter into reciprocal agreements with any fire organization maintaining fire protection facilities in the vicinity of such property, or mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection.

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

The scope of this Agreement is defined by the authorities identified herein.

### **ARTICLE III - STATEMENT OF WORK**

#### **A. The NPS agrees to:**

##### **1. Within NPS Jurisdiction – Emergency Assistance Pursuant to 54 U.S.C. § 102712:**

- a. The NPS shall respond and provide emergency EMS, SAR, and Wildland Fire Management actions within HEHO based on park staff training and qualifications.
- b. The WBFD may assist NPS efforts or respond independently within HEHO when service is requested.
- c. The NPS will utilize the Incident Command System “ICS” and will assume Incident Commander “IC” responsibilities within HEHO. Incidents of a magnitude larger than NPS resources can manage effectively may require a cooperative effort with other agencies. These incidents will be managed through Unified Command.
- d. The NPS may request WBFD resources for incidents occurring within HEHO. The NPS will provide a liaison to the WBFD in cases when resources have been requested. The NPS liaison will participate and work cooperatively with WBFD resources until the incident has concluded.

##### **2. Outside NPS Jurisdiction - Emergency Assistance Pursuant to 54 U.S.C. § 102711:**

- a. The NPS agrees to provide emergency EMS, SAR, and Wildland Fire Management actions as defined in this document to the WBFD outside of HEHO based on park staff training and qualifications.
- b. NPS emergency assistance outside the boundaries of HEHO generally stems from an unexpected occurrence that requires immediate action and may include responses for serious injury/fatality accidents, lost persons, wildfires, structure fires or other incidents directly affecting visitor safety and the protection of human life. The NPS may respond to emergency incidents outside HEHO providing:
  - The incident is an emergency
  - The incident is in the vicinity or near the park
  - That NPS personnel or resources have been requested
  - NPS personnel have the proper certification and authorizations to provide care
- c. Upon receiving an official request from the WBFD, the NPS shall render emergency EMS/SAR/Firefighting assistance (as defined in provision A.2.b above) to the WBFD whenever possible. A request for such emergency assistance will be placed through Cedar County Dispatch or a direct call from a senior member of the WBFD.
- d. The NPS may render emergency assistance in those situations where a NPS Ranger or Wildland Firefighter, while in the course of his/her official duties, observes an emergency situation (as defined in provision A.2.b above), at which time the NPS shall secure and manage the scene. The NPS shall immediately notify the WBFD of the emergency. Upon arrival of the first WBFD responder on the scene, the NPS shall relinquish control; however, upon request, the NPS may assist the WBFD for

the duration of the emergency.

- e. The NPS shall render assistance until such time as the WBFD has enough resources on the scene to adequately control the emergency or until the emergency no longer exists, whichever comes first.
- f. The on-scene commanding officer of the WBFD shall be in primary control of all responders, including NPS personnel who are rendering emergency assistance; provided that the WBFD on-scene commander shall exercise control of NPS personnel only through the highest ranking NPS Ranger or Firefighter on scene. The highest ranking individual shall be identified by the NPS at the time of the emergency.
- g. NPS Personnel will remain under the direction of the park EMS Medical Advisor and will follow NPS Field Manual protocols and procedures. NPS EMS providers will act within their scope of practice and certification.
- h. For good cause, the NPS Lead Ranger or their representative may decide at any time to withdraw emergency assistance.

**3. Outside NPS jurisdiction – Fire Protection Assistance pursuant to 42 U.S.C. § 1856a:**

- a. Upon request from the WBFD, and when HEHO operations allow, the NPS shall provide employees to assist in Wildland Fire Management actions within the jurisdiction of the WBFD.

**B. The WBFD agrees to:**

- 1. To respond and provide EMS, SAR, Wildland Fire Management actions, and Structure Fire Protection on NPS land, provided that it is within the WBFD response area.
- 2. The following incidents, when occurring within HEHO, must be reported to the NPS as soon as practical via verbal notification and/or written report:
  - Incidents involving fatalities, serious injury, or injuries to multiple persons.
  - Incidents involving lost persons
  - Incidents involving or with the potential to involve media interest.
  - Incidents involving motor vehicle accidents within the park
  - Incidents involving damage to buildings, property, or resources.
  - Incidents involving structural or wildland fires.
- 3. To utilize “minimum impact suppression tactics (MIST)” when conducting Wildland Fire Management actions within HEHO.
  - When conducting Wildland Fire Management Actions, no ground-disturbing heavy equipment such as graders or bulldozers shall be used without the permission of the HEHO Superintendent or his/her designee.
- 4. For good cause the WBFD may decide at any time to withdraw emergency assistance.

**C. The parties further agree as follows:**

1. To provide the other agency a list of responsible persons, with telephone numbers, to be contacted in an emergency. This list will be updated as needed to reflect personnel changes, but no less than an annual confirmation of assigned personnel.
2. NPS Personnel rendering assistance to the WBFD pursuant to this Agreement shall be deemed to be acting within the scope of their Federal employment. Under no circumstances shall NPS personnel be deemed to be "borrowed servants" of the WBFD.
3. NPS personnel rendering assistance to the WBFD pursuant to this agreement shall wear the official NPS uniform or NPS required personal protective equipment, and shall remain under the authority and command of NPS supervisors; shall be subject to the laws, regulations, and policies of the NPS and of the United States; and shall not receive any monetary compensation from any source other than the NPS.
4. Each party authorizes the other to utilize its radio frequency(s) as needed to carry out the provisions of this Agreement.
5. Each party shall provide to the other copies of current fire management, EMS, SAR, or other applicable emergency response plans and maps. Both parties shall consult with the other when developing these plans to determine/confirm agency capabilities and responsibilities.
6. Each party shall bear its own costs for furnishing services under this Agreement, and neither party shall claim reimbursement for those costs from the other.
7. To the extent authorized by applicable law, each party hereby waives any and all claims, demands, and causes of action against the other party and its employees, and releases the other party and its employees from any and all liability, arising out of or resulting from activities under this Agreement. Each party shall be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this Agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees (including attorney's fees).
8. The parties shall coordinate all public information releases about emergency response incidents and other matters involving both parties. No public information release by one party shall refer to the other party or to any employee of the other party (by name or otherwise) without the other party's prior approval. Each party agrees not to comment to the media on incidents that occur in the other party's jurisdiction. All media inquiries will be directed to the respective agency's information officer or designee.
9. The parties will exercise their best efforts to perform their responsibilities under this Agreement in a timely and professional manner. However, nothing in this Agreement is intended to restrict either party's lawful discretion to act (or not to act) in the manner it deems most appropriate in a particular situation.

#### **ARTICLE IV - TERM OF AGREEMENT**

This Agreement shall be effective for a period of five years from the date of the final signature, unless it is terminated earlier by one of the parties pursuant to Article IX that follows. At the conclusion of that five-year term, this Agreement may be extended or renewed by written agreement of the parties.

#### **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, IA. 52358  
(319) 643-2541

Lead Ranger  
Herbert Hoover National Historic Site  
P.O. Box 607  
West Branch, IA 52358  
(319) 643-2541

**2. For the City of West Branch:**

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

Fire Chief  
City of West Branch  
P.O. Box 219, 110 N. Poplar Street  
West Branch, IA 52358  
(319) 643-5888

- B. Communications** – The City of West Branch will address any communication regarding this Agreement to the Superintendent or his/her designee. The NPS will address any communication regarding this Agreement to the City Administrator his/her designee.
- C. Changes in Key Officials** – Neither the NPS nor the City of West Branch may make any permanent change in a key official without written notice to the other party reasonable 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 - 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. To the extent authorized by law, any documents or data exchanged between the parties to this Agreement will not be released to a third party unless the designated key official of the party that generated the document or data, or his/her representative concurs that release is appropriate.

#### **ARTICLE VIII - 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 WBFD during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

#### **ARTICLE IX - 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 X - STANDARD CLAUSES**

##### **A. Non-Discrimination**

All activities pursuant this agreement and the provisions of Executive Order 1 1246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1 964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S. C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § §6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.

##### **B. Prior Approval**

The City of West Branch shall obtain prior written approval from the NPS before:

- 1. Holding special events within the Park;
- 2. Entering into third-party agreements of a material nature;
- 3. Assigning or transferring this Agreement or any part thereof;
- 4. Constructing any structure or making any improvements within the Park's boundaries;

5. Releasing any public information that refers to the Department, the NPS, the Park, any NPS employee (by name or title), this Agreement contemplated hereunder.

**C. Compliance with Applicable Laws**

This Agreement and performance hereunder is subject to all law, regulations and management policies including those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.

**D. Disclaimers of Government Endorsement**

The City of West Branch will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting expressly or implicitly, that the Government, the Department, NPS, or Government employees endorse the WBFD business, goods, or services. All materials referring to the Government must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent the NPS or the Department of the Interior from recognizing the partnership or contributions made by the Partners to NPS, and from authorizing an inclusion of such recognition in materials generated by the [Partner or Partners] related to this Agreement.

**E. Modifications**

This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the City of West Branch.

**F. Waiver**

No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

**G. No Agency**

The WBFD are not agents or representatives of the United States, the Department of the Interior, or the NPS, nor will the WBFD represent themselves as such to third parties. The NPS is not an agent or representative of the WBFD nor will the NPS represent itself as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between the WBFD and the NPS.

**H. Officials Not to Benefit**

No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.

**I. Liability**



The Parties will be liable to the extent provided by law for any property damage, personal injury or death, caused by the negligent or wrongful acts or omissions of their respective employees, acting within the scope of their employment.

**J. Non-Exclusive Agreement**

This Agreement in no way restricts either the NPS or the City of West Branch from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

**K. Partial Invalidity**

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**L. Freedom of Information Act**

Any information provided to the NPS under this Agreement is subject to the Freedom of Information Act, 5 U.S.C. § 552.

**ARTICLE XI - SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date of final signature.

**FOR NATIONAL PARK SERVICE**

Signature: \_\_\_\_\_

Name: Seth Goodspeed Date: \_\_\_\_\_

Title: Lead Park Ranger, Herbert Hoover National Historic Site

Signature: \_\_\_\_\_

Name: Peter S. Swisher Date: \_\_\_\_\_

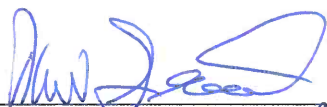
Title: Superintendent, Herbert Hoover National Historic Site

Signature: \_\_\_\_\_

Name: Herbert C. Frost, Ph.D. Date: \_\_\_\_\_

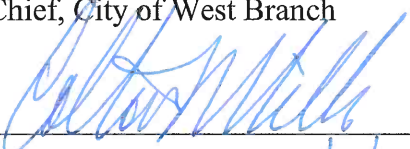
Title: Regional Director, Interior Regions 3, 4, and 5

**FOR THE CITY OF WEST BRANCH, IOWA**

Signature:  \_\_\_\_\_

Name: Kevin Stoolman Date: 4/6/2021

Title: Fire Chief, City of West Branch

Signature:  \_\_\_\_\_

Name: ~~Roger Laughlin~~ Colton Miller Date: 4/5/21

Title: Mayor, City of West Branch  
Pro Tem