

RESOLUTION 2025-06

**RESOLUTION APPROVING AN AUTOMATIC AND MUTAL AID AGREEMENT
FOR FIRE PROTECTION, RESCUE AND EMERGENCY MEDICAL SERVICES IN
AND SURROUNDING JOHNSON COUNTY, IOWA**

WHEREAS, the West Branch Fire Department is a member of the Johnson County Mutual Aid Association; and

WHEREAS, a stated purpose of the Association is to provide mutual aid in fire protection, fire prevention, hazardous material mitigation, emergency medical service and rescue; and

WHEREAS, it is the intent of the parties to this agreement to allow and encourage trained personnel of member departments to have the opportunity to take appropriate action to reduce the risk of death and injuries to the public and emergency responders, and prevent or limit property loss; and

WHEREAS, Chapter 28E, Code of Iowa, provides that powers, privileges, or authority exercised by a public agency of this state may be exercised jointly with any other public agency of this state having such powers, privilege, and authority; and

WHEREAS, the parties are desirous of entering into a 28E Agreement (See Exhibit A) to render fire, rescue, and emergency medical services, and emergency and non-emergency assistance on a reciprocal basis.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the aforementioned 28E Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are directed to execute the agreement on behalf of the City.

Passed and approved this 21st day of January, 2025.


Roger Laughlin, Mayor

ATTEST:


Leslie Brick, City Clerk

**AUTOMATIC AND MUTUAL AID AGREEMENT FOR FIRE
PROTECTION, RESCUE, AND EMERGENCY MEDICAL SERVICES
IN AND SURROUNDING JOHNSON COUNTY, IOWA
JANUARY 2025**

THIS AGREEMENT is made pursuant to Chapter 28E, Code of Iowa, between any and all of the following: City of Coralville, Iowa; City of Hills, Iowa; City of Iowa City, Iowa; City of Lisbon, Iowa; City of Lone Tree, Iowa; City of North Liberty, Iowa; City of Oxford, Iowa; City of Riverside, Iowa; City of Shueyville, Iowa; City of Solon, Iowa; City of Swisher, Iowa; City of Tiffin, Iowa; City of West Branch, Iowa; Fremont, Lincoln, Pleasant Valley, and City of Lone Tree Fire Association; Jefferson-Monroe Fire Department, Inc.; Solon Tri-Township Emergency Response Agency, Kalona Volunteer Fire Department; Wellman Volunteer Fire Department; and West Liberty Fire Department.

WHEREAS, the fire departments or fire districts of all the undersigned parties are members of the Johnson County Mutual Aid Association; and

WHEREAS, a stated purpose of the Association is to provide mutual aid in fire protection, fire prevention, hazardous material mitigation, emergency medical service, and rescue; and

WHEREAS, Johnson County routinely experiences seasonal increases in population due to a variety of factors; and

WHEREAS, Johnson County has experienced significant growth in its population; and

WHEREAS, the parties to this agreement protect critical infrastructure of the state; and

WHEREAS, occasions may arise where a department may not be able to respond, or may not be able to timely respond with adequate or sufficient personnel or equipment, to an emergency or incident dangerous to the public in the department's first-due response area; and

WHEREAS, occasions may arise whereby additional alarm fires or other emergencies or incidents dangerous to the public would exhaust the available firefighting or emergency response personnel or equipment maintained by one of the parties herein; and

WHEREAS, in such a situation the availability of additional firefighting or emergency response personnel and equipment from outside sources might well avert disastrous results, including the loss of life, personal injury, or the loss of property; and

WHEREAS, the fire departments or fire districts of all the undersigned parties wish to establish a goal to meet NFPA 1710 or NFPA 1720, as applicable to each department or district; and

WHEREAS, automatic and/or mutual aid may help fire departments or fire districts of all the undersigned parties to meet NFPA 1710 or NFPA 1720; and

WHEREAS, it is the intent of the parties to reduce response times to life-threatening incidents by requesting and/or providing the appropriate closest unit response aid; and

WHEREAS, it is the intent of the parties to this agreement to allow and encourage trained personnel of member departments to have the opportunity to take appropriate action to reduce the risk of death and injuries to the public and emergency responders, and prevent or limit property loss; and

WHEREAS, the parties desire to increase the number of trained firefighters or emergency response personnel and equipment responding to emergency incidents or incidents dangerous to the public; and

WHEREAS, Chapter 28E, Code of Iowa, provides that powers, privileges, or authority exercised by a public agency of this state may be exercised jointly with any other public agency of this state having such powers, privilege, and authority; and

WHEREAS, the parties are desirous of entering into a 28E agreement to render fire, rescue, and emergency medical services, and emergency and non-emergency assistance, on a reciprocal basis.

THEREFORE, THE PARTIES HERETO mutually agree to give fire, rescue, and emergency medical assistance when needed on a reciprocal basis under the following terms and conditions:

SECTION I. AUTHORITY TO REQUEST AND RESPOND TO PROVIDE ASSISTANCE

The power to make a request for assistance or to provide aid under this agreement shall reside in the ranking personnel of the member department responding to an emergency call or incident dangerous to the public subject to control of the chief of the department or official designee. Any member department shall have the right to request assistance from any other member department or departments, subject to the terms and conditions of this agreement. In the event the member fire department is unavailable or delayed, the Johnson County Joint Emergency Communications Center (JECC) may page or dispatch additional departments, units, and resources in accordance with preplanned instructions or as needed. For purposes of this agreement, the “requesting department” shall mean the department asking for assistance and the “responding department” shall mean the department sending or providing assistance. The terms “member department” and “member” shall mean the fire department of the respective parties hereto.

Each member department shall, at a minimum, evaluate and consider its MABAS preplans and cards before January 1st of each calendar year of this agreement. With the growth of Johnson County, member departments will evaluate their first-due district and should give consideration to adding, modifying, or updating their MABAS zones as part of their yearly review. The chief of a

member department shall have the authority to modify, amend, or update their department's MABAS plans, cards, and instructions at any time. Modifications, amendments, or updates to MABAS will be promptly shared and communicated with all member departments and the JECC.

SECTION II. SITUATION WHERE ASSISTANCE IS REQUESTED OR NEEDED

Utilizing the Johnson County Mutual Aid Box Alarm System (MABAS), or by a special request, a member department may request assistance from another member department only when the requesting department, or in the event the department is unavailable or delayed, Johnson County Joint Emergency Communications Center (JECC), has concluded that such assistance is essential to protect life and/or property at a location afforded fire protection, fire prevention, hazardous material releases, emergency medical service, and technical rescue service by the requesting department in its first-due district. Nothing in this agreement will be construed to prohibit a law enforcement officer who is at the scene of an emergency or incident dangerous to the public from requesting additional resources from a responding department, or if no department has responded, from requesting the JECC to page another member department in accordance with applicable police department policy.

Generally, when a member department has not acknowledged a page or responded to an emergency call in the department's first-due response area, upon the third (3rd) page, the JECC will page another member department and/or the closest unit for mutual aid. The JECC may page another member department and/or the closest available unit for mutual aid prior to the third (3rd) page when the need reasonably arises based on the information available at the time.

Member departments and the JECC should consider and use available resources, including unit mapping technology, to identify the closest available unit to an emergency call. Departments may use software or applications, including IAMRESPONDING's "on duty" feature, to share station staffing or scheduling information that may be considered by other member departments and the JECC in the decision-making process.

SECTION III. RESPONSE TO REQUEST

Upon request, a responding department, upon determination, notification, or becoming aware that an emergency situation or incident dangerous to the public exists, and subject to the availability of personnel and equipment, shall dispatch and respond with trained personnel and equipment to aid the requesting department. A department may respond to an emergency or incident dangerous to the public upon becoming aware of an emergency or incident dangerous to the public outside of the department's first-due response area as specified by MABAS, a specific or standing request or protocol between departments, such as coverage for a special event or occasion, this Agreement, a separate 28E agreement, or as circumstances or conditions otherwise apply. A responding department will provide notification of its response at that time to make the incident commander, as soon as applicable or practical in the circumstances, aware of the department unit's response. This section shall be broadly construed to effectuate its purpose. Nothing in this agreement shall prohibit a member department from responding to a non-emergency request for

mutual aid. Nothing in this agreement may be construed to limit or restrict the ability of department personnel from rendering aid as a Good Samaritan or in any way waive any defense to complaints, petitions, demands, or legal claims of any kind.

SECTION IV. PERSONNEL AND EQUIPMENT PROVIDED

Member departments may identify, prepare, and preplan the number and types of units that may respond to anticipated emergency calls or incident dangerous to the public, however, the requesting and responding department will determine the appropriate and available resources at the time of an emergency call or incident dangerous to the public. Nothing in this agreement shall be construed to limit the authority of the chief or designee of a member department to create, amend, or modify response practices or procedures as the need arises.

Generally, the requesting department shall include in its request for mutual aid assistance the amount and type of equipment and number of personnel requested and shall specify the location where the personnel and equipment are needed.

When a department has not responded after the third (3rd) page from the request to provide automatic or mutual aid, the JECC will notify the requesting department's incident commander over the radio. Generally, the incident commander and/or the JECC will page or dispatch the next closest member department or unit or another available department to respond unless the incident commander provides alternative instructions to the JECC. If a department does not have the resources or personnel available to respond, or if a department will be delayed in responding, they shall notify JECC and/or the requesting department's incident commander over the radio as soon as possible.

The final decision on whether to respond and/or the number, the amount, and type of equipment and personnel to be sent shall be solely that of the responding department. The responding party shall be absolved from liability in connection with all acts associated herewith.

No member department shall make any claim whatsoever against another member department for refusal to send the requested equipment or personnel where such refusal is based on the judgment of the responding department that such personnel and equipment are needed to protect the district of the responding department.

The responding department holds all responsibility for training structural firefighters to the minimum requirements, as stated in the Iowa Code and NFPA 1010 (formerly NFPA 1001). The responding department will make the incident commander aware of any firefighters that responded that do not meet the minimum standard, as stated in the Iowa Code, are probationary, or who are not trained to the Firefighter I standard. Notwithstanding, the parties agree that the goal is for the responding department to respond with certified firefighters when possible.

Member departments shall provide training regarding this agreement, MABAS, and common response guidelines to all the department's personnel who may respond to automatic or mutual aid under this agreement.

Member departments may offer and make available training opportunities, training props, and/or other training resources to each other. It is the intent of the parties to allow for and encourage departments to share and make available training to other departments' personnel and to conduct joint training, drills, and exercises.

Member departments shall conduct joint training at a minimum with other departments whom they are most likely to request assistance from, or provide assistance to, under this agreement. The chief of each member department or the chief's designee(s) will evaluate and identify training needs with consideration of the risks and hazards of their first-due districts. Generally, chiefs or their designees should collaborate on joint training topics, drills, or exercises. Training topics and the frequency of the training, drills, or exercises will be determined by, and may be agreed on, between the member departments' chiefs or designees.

SECTION V. COMMAND AT SCENE

In accordance with the National Incident Management System (NIMS), the responding department personnel and equipment shall report to the incident commander of the requesting department, who shall be in charge at the incident location unless he/she specifically relinquishes this authority to another officer. The incident commander shall have the power to issue reasonable orders and directives, and responding officers will then act on the orders unless they are unlawful or unsafe.

The responding department personnel and equipment shall be released by the requesting department when the services of the responding department are no longer required or when the responding department personnel and/or equipment are needed in their first-due (home) districts.

Responding personnel and equipment may withdraw from the requesting district upon giving notice to the command officer at the incident location that they are needed in their first-due (home) district. JECC will be notified over the radio and will document the withdrawal time to the incident call for service record.

It is understood that the purpose of this section is to maintain order and safety at the incident scene and shall not be construed to establish an employer/employee relationship.

SECTION VI. NO REIMBURSEMENT FOR COSTS

No member department shall be required to reimburse any other member department for the cost of providing the services set forth in this agreement. Each member department shall pay its own costs (salaries, repairs, materials, compensation) for responding to the requests of other member departments. However, the requesting department shall provide without charge, such additional

fuel as may be required by the responding department to carry on the combined efforts after its initial fuel supply is depleted, plus sufficient fuel to fill their fuel tanks before they return to their home district. Further, the requesting department shall reimburse the responding department(s) for the cost of special materials, such as but not limited to, foam or other special materials, specifically requested by the requesting department and which are provided by the responding department and utilized at the site of assistance.

Member departments who offer or make available training opportunities, training props, or resources may charge reasonable costs and expenses, including supplies or materials.

Nothing in this Agreement shall prevent or limit any party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law, including for replacement of equipment or supplies as applicable, such as hazardous materials incidents. As applicable, Federal Emergency Management Agency (FEMA) or State of Iowa Hazardous Materials Response Fee Structure, or applicable local law or ordinance, may be used for billing. Efforts to coordinate billing should be considered if multiple departments are seeking recovery costs. When possible, multi-agency invoices to a large-scale response may be coordinated by the primary agency having jurisdiction. The agency having jurisdiction may serve as a pass-through to reimburse costs and expenses billed and paid under this provision.

SECTION VII. LIABILITY

Employees or volunteers of any member department acting pursuant to this agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment with their member department. Under no circumstances are they to be considered employees of any other jurisdiction, but rather shall be considered to be employees or volunteers of their member department as may be applicable.

Each party hereto shall bear the liability and/or cost of damage to its member department's equipment and the death of or injury to its member department's personnel, whether the death, injury or damage occurs at an incident in the member's own fire protection area, or in a first due area or fire protection area where the firefighter or emergency responder is working as a member of a responding department. Each party shall provide appropriate and reasonable insurance for its member department's personnel who may suffer injury, disability, or death and/or are involved in loss or damage to private property, and/or death of or injury to private individuals in the performance of official duties while assisting another member department under the terms of this agreement, and shall supply proof of such reasonable insurance to the other parties hereto by providing a certificate thereof upon request.

Each party hereto shall be responsible for defending against claims made against it or its member department or personnel and arising from its participation in this agreement. The parties hereto shall not be obligated by this agreement to defend against claims made against other parties hereto, or against the member departments or personnel of said parties.

SECTION VIII. CITY, TOWNSHIP, DISTRICT SERVICE AGREEMENTS

The cities, townships, emergency medical and/or fire districts, and independent fire districts which are parties hereto and which have fire protection agreements with each other wherein the township, emergency medical district, fire district, or independent fire district is a public safety provider for the respective city, agree to maintain such agreements in force, and to provide copies of same to the other parties upon request, and by promptly notifying in writing the other parties of any amendment, renewal, or termination of such agreements. In the event such an agreement lapses, there shall be no further obligation by the other parties hereto to respond to a request for assistance within the fire protection area covered by such lapsed agreement.

SECTION IX. TERM OF AGREEMENT

This agreement shall be in full force and effect upon execution by all parties hereto and the filing and recording thereof as provided in Section 12. The agreement shall have a term of five (5) years from the date of execution and thereafter shall continue in effect from year to year. The agreement may be amended by agreement of all fire chiefs of the parties. Any party may withdraw from the agreement by giving thirty (30) days written notice to each of the other parties hereto by certified mail, in which case said notifying party shall be deleted from further operation of the agreement.

SECTION X. ADMINISTRATION OF AGREEMENT

This agreement shall be administered by the Johnson County Mutual Aid Association, which shall periodically review said agreement and attempt to resolve any problems which may arise in carrying out said agreement. No separate entity or agency is created by this agreement.

SECTION XI. NOTICES

Any written notice as required in this agreement shall be sent to the address of the respective parties as shown on the execution portion of this agreement.

SECTION XII. PRIOR FIRE MUTUAL AID AGREEMENTS

This agreement supersedes any and all prior fire mutual aid agreements between and among the parties or their respective member departments.

SECTION XIII. FILING AND RECORDING

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Upon execution by all parties hereto, this agreement shall be filed with the Secretary of State.

Passed and approved this 21st day of January, 2025.

CITY OF WEST BRANCH, IOWA:



ROGER LAUGHLIN, MAYOR

ATTEST:

I, Leslie Brick, City Clerk of the City of West Branch, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.



LESLIE BRICK, CITY CLERK