

July 8, 2014

To: Mayor Bemrich and City Council
From: David Fierke, City Manager
**Subject: Mutual Aid Agreement with
City of Humboldt Fire Department**



ACTION: For vote Monday, July 14, 2014

Brief History

The City of Fort Dodge and the City of Humboldt currently have a signed mutual aid agreement in effect since January 2006 in accordance with section 28E31 of the Code of Iowa. The City of Humboldt has approached the City of Fort Dodge to update our current mutual aid agreement. This agreement solely applies to fire department services of Fort Dodge and Humboldt. Mutual aid has been rarely utilized in the past with the exception of the Humboldt Fire Department providing mutual aid recently to Fort Dodge for a major downtown structure fire.

Analysis of Issue

Mutual aid is mutually beneficial to both communities in the time of need. Fort Dodge Fire Department requires additional resources and staffing from neighboring fire/rescue agencies during times of major emergency incidents. The additional assistance is required at the scene of a major incident(s) and/or to provide adequate emergency service coverage to Fort Dodge when our firefighters and equipment are already committed. Fort Dodge would only provide mutual aid to Humboldt without leaving Fort Dodge with adequate coverage. A review of the current agreement with this purposed agreement indicates only an addition of Item#6 in reference to Liability of each city. The current agreement expired June 28, 2014.

Budget Impact

Fire Department overtime may be impacted if Fort Dodge responds to Humboldt. Additional firefighters may be called off duty to staff Fort Dodge fire station to provide adequate city coverage. There is no charge from the City of Humboldt when they recently provided mutual aid to Fort Dodge.

Subcommittee or Commission Review / Recommendation

Not applicable.

Staff Conclusions / Recommendations:

The fire chief recommends passage of this agreement.

Implementation and Accountability:

The Fort Dodge Fire Chief will implement this agreement with the Humboldt Fire Chief as per section # 3 of the agreement.

Signed

Approved

A handwritten signature in blue ink, appearing to read "David Fierke".

Kent Hulett
Fire Chief

David Fierke
City Manager

MUTUAL AID AGREEMENT

This agreement entered into this 14th day of July, 2014, by and between the City of Fort Dodge, an Iowa Municipal Corporation and the City of Humboldt, an Iowa Municipal Corporation pursuant to Section 28E31 of the Code of Iowa.

WHEREAS, the City of Fort Dodge maintains and operates a professional fire rescue Department herein after referred to as the FDFD; and

WHEREAS, the City of Humboldt maintains and operates a Fire Rescue Department herein after referred to as the Humboldt FD; and

WHEREAS, both departments are from time to time in need of manpower and equipment assistance when their own assets have been exhausted in the conduct of normal operations.

NOW, THEREFORE, it is mutually agreed between the cities as follows:

- 1) When the chief of the FDFD or Humboldt FD or in the absence of the chiefs, the designated officer in charge (“DOIC”) of said department determines that the department has exhausted or will exhaust its assets in the conduct of its normal fire rescue operations, said chief or (DOIC) designated officer in charge may request mutual aid from the other department.
- 2) The chief or DOIC, of the requested department, will provide to the requesting department of the requested aid, if in the opinion of the chief or the designated officer in charge, providing such aid will not unreasonably degrade the fire rescue capability of the providing department.
- 3) The chief of the FDFD and Humboldt FD shall agree, in writing, as to the level of personnel/equipment to be made available hereunder.
- 4) Upon reporting for mutual aid duty, the requested unit shall remain under the jurisdiction of the providing city but shall be under the operational control of the officer in charge of the scene in the requesting city.
- 5) The requesting department shall release the requested unit at the earliest possible time. The mayor, city manager or chief of the requesting city may recall the mutual aid unit prior to their release by the requesting city, if in the opinion of the chief, city manager or mayor, such unit is necessary for duty in the providing city.
- 6) Liability: Each city shall be solely liable for any damage or injury, which its personnel, property or equipment may suffer hereunder except in the case of negligence or illegal act by the requesting city.

- 7) Expenses: The responding city shall assume all operating expenses incurred, which would relate directly to the provision of that mutual aid. These expenses include but are not limited to salaries, compensation, equipment, operating costs, field expense, hospital/medical services and pensions.

- 8) This agreement shall be in full force and effect following its approval by the City Councils of both cities and shall run for a term of four years. Said agreement may be renewed for additional four year terms upon mutual agreement of the cities. This agreement may be terminated by either city upon giving ninety days notice thereof to the other.

- 9) This agreement is an operational mutual aid agreement. It is not intended to be nor is it an emergency mutual aid agreement, which the parties may have in existence for mutual aid in states of emergency or natural disaster. This agreement is in addition to, not in lieu of, such other emergency mutual aid agreements that the parties may be signatures to.

Executed by the City of Fort Dodge, an Iowa Municipal Corporation pursuant to authority of its City Council, this 14th day of July, 2014.

CITY OF FORT DODGE, IOWA

By _____
Matt Bemrich, Mayor

Attest:

Barb Barrick, City Clerk

Executed by the City of Fort Dodge Iowa, an Iowa Municipal Corporation pursuant to Authority of its City Council, this 14th day of July, 2014

CITY OF HUMBOLDT, IOWA

By _____
Mayor

Attest:

Jeff Nemmers, City Clerk