

COUNCIL ACTION FORM

SUBJECT: INTER-GOVERNMENTAL AGREEMENT FOR FIRE DEPARTMENT SERVICES AT INTERSECTION OF INTERSTATE 35 & HIGHWAY 30

BACKGROUND:

Due to the heavy traffic on I-35 and U.S. 30, motor vehicle accidents commonly occur on these highways. Nevada Fire Department is currently responsible for providing Fire and emergency medical services to the following areas:

- The entire area of the I-35 and U.S. Highway 30 Interchange, including all entrance and exit ramps.
- U.S. Highway 30, both Eastbound and Westbound, from the Dayton Road Interchange, including all exit and entrance ramps, through the area described in Item #1 above.
- I-35, both Northbound and Southbound from Lincoln Highway, the present Ames City limits on I-35, through to the I-35 merge lane with the Southbound I-35 entrance ramp and the Northbound Interstate 35 exit in the I-35 interchange with Highway 30.

Though Nevada Fire Department always responds to incidents in these areas, they frequently request further assistance from the Ames Fire Department, which responds to provide additional personnel and apparatus according to the existing intergovernmental agreement. Under most circumstances and conditions, the Ames Fire Department can reach the above areas in a more timely fashion than Nevada emergency personnel.

Due to the proximity of these areas to the Ames City limits, many citizens automatically assume that the Ames Fire & Rescue Department will respond to accidents in this area. Further, given callers' uncertainty regarding precise locations of accidents reported to E-911, our Fire Department is oftentimes dispatched to incidents in these areas in order to make sure that we fulfill our responsibilities to accident victims.

ALTERNATIVES:

1. Approve an Inter-Governmental agreement between the City of Ames and the City of Nevada for the interchanges and highways listed above along Interstate 35 and U.S. Highway 30.
2. Do not authorize this agreement.

MANAGER'S RECOMMENDED ACTION:

By agreement through an intra-governmental contract, incident victims and potential victims in this high-traffic area at the City's southeastern gateway can be provided with the fastest fire and emergency medical response times possible.

This contract does not interfere with requirements of the existing intergovernmental agreement, requires no reimbursement of expenses, and may be amended and/or terminated at any time with written notice. Equally significant, no additional personnel or equipment will be needed to honor this agreement. Since the Ames Fire Department nearly always responds to incidents in these locations, rescue service to Ames citizens will not be diminished by this new arrangement.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the Inter-Governmental contract between the City of Ames and the City of Nevada for the designated interchanges on Interstate 35 and U.S. Highway 30.

INTRA-GOVERNMENTAL CONTRACT

WHEREAS, the City of Ames, Story County, Iowa (hereafter “Ames”) and the City of Nevada, Story County, Iowa (hereafter “Nevada”) are both Iowa Municipal Corporations located in Story County, Iowa, both operating their separate, individual Fire and EMS Departments; and

WHEREAS, U.S. Highway 30 runs East and West through Story County and connects the cities of Ames and Nevada; and

WHEREAS, U.S. Interstate Highway I-35 runs North and South through Story County, but lies substantially closer to the City of Ames than to the City of Nevada; and

WHEREAS, prior to the effective date of this contract, Nevada has been responsible for providing Fire and EMS services to that portion of Interstate I-35 located in Grant Township pursuant to a prior agreement with the townships; and

WHEREAS, due to the heavy traffic on I-35 and U.S. 30, frequent motor vehicle accidents occur on these highways, many involving serious personal injuries to the occupants and occasionally involving life threatening motor vehicle fires; and

WHEREAS, both parties desire to render prompt Fire and EMS responses to travelers involved in accidents on these highways; and

WHEREAS, Iowa Code Section 28E.12 allows municipalities as governmental agencies to contract with each other to perform and provide services that both agencies are otherwise authorized to perform.

NOW THEREFORE, it is mutually agreed as follows:

1. The purpose and objective of this contract is to provide the fastest Fire and EMS response

time possible to victims and potential victims involved in accidents that may occur in the “Covered Area” as designated in the attached “Exhibit A,” incorporated by reference herein.

2. Each party to this contract shall retain all of the powers and rights it presently retains as an Iowa Municipal Corporation operating a Fire and EMS Service.

3. On and after the effective date of this contract, Ames shall be responsible for responding to Fire and EMS calls to and within the Covered Area.

4. When responding to calls in the Covered Area, all Ames Fire Fighters and EMS personnel shall be under the command and supervision of their usual Ames superiors and shall make all emergency decisions pertaining to services provided on the site in accordance with their own established procedures and protocol. All vehicles and equipment used during the call shall be Ames vehicles and equipment.

5. All liability to third parties for alleged acts and omissions of Ames Fire and EMS personnel while responding to calls in the Covered Area, all responsibility for personal injuries sustained by Ames Fire and EMS personnel and all damage to Ames vehicles and equipment shall be the responsibility of Ames, the same as if the Covered Area were within the boundaries of the City of Ames.

6. Ames may charge service fees to the persons who receive Fire and EMS services as it deems appropriate and as provided for by the City Code of Ames.

7. This contract shall be approved by Resolution of the respective City Councils of Ames and Nevada. Upon approval of the second (last) City Council, the contract shall be effective at 12:01 AM on the first Sunday following the last approval of the City to approve the contract by Resolution.

8. This contract shall remain in full force and effect until December 31, 2010, at which time

it shall automatically renew for additional 12 month periods until December 31, 2020. Provided, however, that either party may terminate the contract on any of its annual termination dates on December 31 by giving the other party notice on or before November 1 of the year in which the party intends to terminate on December 31. Notice shall be in writing and shall be mailed by certified mail, return receipt, properly addressed to the appropriate City Clerk at City Hall.

9. Nevada shall continue to respond to Fire and EMS calls in the remainder of the area it is presently responsible for.

10. This contract shall have no effect on any existing Intra-Governmental Mutual Aid or similar contract or agreement that may exist between the parties or between one of the parties and another community or agency.

11. Although this contract is formed pursuant to the authority of Iowa Code Section 28E.12, it shall not be considered or construed as a "28E Agreement"; shall not be subject to the requirements of Chapter 28E and shall not be recorded with the Secretary of State. The consideration for the contract shall be the mutual desire of both parties to render the fastest response time to persons and property in distress within the Covered Area. This contract does not require the reimbursement of any expenses or costs between the parties or the sharing of costs, it does not provide for the acquisition of any joint real or personal property, the designation of an Administrator or Board of Directors nor the creation of any joint budget or chain of command involving personnel of both parties.

12. This contract may be amended from time to time, provided the amendment is in writing and is approved by the City Councils of both parties prior to its effective date.

Approved by the Ames City Council on the _____ day of _____, 2010,
pursuant to Resolution No. _____ (2009-2010).

Approved by the Nevada City Council on the _____ day of _____,
2010, pursuant to Resolution No. _____(2009-2010).

THE CITY OF AMES, IOWA

THE CITY OF NEVADA, IOWA

By: _____, Mayor

By: _____, Mayor

By: _____, Clerk

By: _____, Clerk

EXHIBIT A

The Covered Area

1. The entire area of the I-35 and U.S. Highway 30 Interchange, including all entrance and exit ramps.

2. U.S. Highway 30, both Eastbound and Westbound, from the Dayton Road Interchange, including all exit and entrance ramps, through the area described in Item #1 above.

3. I-35, both Northbound and Southbound from Lincoln Highway, the present Ames City limits on I-35, through to the I-35 merge lane with the Southbound I-35 entrance ramp and the Northbound Interstate 35 exit in the I-35 interchange with Highway 30.