

COUNCIL ACTION FORM

SUBJECT: AMENDMENT TO CONTRACT WITH CITY OF NEVADA FOR FIRE AND EMS SERVICES TO SECTIONS OF HIGHWAY 30 AND INTERSTATE 35

BACKGROUND:

On May 11, 2010, the City entered into an Intergovernmental Contract with the City of Nevada (Attachment A). This contract transferred Fire and Emergency Medical Service (EMS) responsibilities for sections of Highway 30 and Interstate 35 that exist within the far western borders of the Nevada Fire District from the Nevada Fire Department to the Ames Fire Department. The objective of the contract was to provide the fastest Fire and EMS response time possible to victims involved in accidents within the area addressed by the agreement.

The “Covered Area” subject to the agreement is designated as:

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.

The original term of the contract ended December 31, 2010, at which time it automatically renewed for additional 12-month periods until December 31, 2020, unless terminated prior to renewal.

With the contract nearing its final expiration on December 31, 2020, City staff discussed the contract with the Nevada Fire Department. **Given the proximity of Ames Fire Station #3 (2400 South Duff Avenue) and Ames Fire Station #1 (1300 Burnett Avenue) to the area described in the contract, staff believes it is still in the best interest of both parties and their customers for the Ames Fire Department to continue to provide Fire and EMS to the area described in the contract.**

Staff has prepared an amendment to the existing agreement that would allow the agreement to automatically renew for additional 12-month periods through December 31, 2030 (Attachment B). All other language in the existing contract would be maintained.

ALTERNATIVES:

1. Approve the attached amendment to the Intergovernmental Contract and extend the expiration date to December 31, 2030.
2. Direct staff to modify the amendment.
3. Do not approve an amendment to the Intergovernmental Contract, and allow the responsibility for Fire and EMS services in this area to revert to the Nevada Fire Department beginning January 1, 2021.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed amendment would extend the ability of the Ames Fire Department to continue to provide exceptional customer service through Fire and EMS responses to one of the City's busiest and most recognizable corridors for an additional 10 years. Both the Nevada and Ames Fire Departments are dedicated to providing customers with the fastest Fire and EMS response time possible to victims and potential victims in the Covered Area. Even with this agreement, the Nevada Fire Department will provide backup assistance when needed in the designated areas.

Therefore, it is the recommendation of the City Manager that City Council approve Alternative No. 1 as described above.

INTERGOVERNMENTAL 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 Ames Municipal Code.

7. This contract shall be approved by City Council Resolution. The contract first shall be approved by the City of Ames and two executed originals delivered to the Nevada City Clerk. Following approval by the City of Nevada, the contract becomes effective at 12:01 AM on the first Sunday following delivery of a fully-executed original to the Ames City Clerk.

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 Intergovernmental 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 11th day of May, 2010, pursuant to Resolution No. 10-199.

Approved by the Nevada City Council on the 14th day of June, _____, 2010, pursuant to Resolution No. 63 (2009-2010).

THE CITY OF AMES, IOWA

THE CITY OF NEVADA, IOWA

By: Ann Campbell, Mayor

By: Bill Egan, Mayor

By: Diane R. Vass, Clerk

By: Jeresa R. Peterson, Clerk

APPROVED AS TO FORM
BY D. Marek
DOUGLAS R. MAREK
CITY ATTORNEY

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.**

AMENDMENT NO. 1
To
AN INTERGOVERNMENTAL CONTRACT
BY THE CITY OF AMES, IOWA, AND THE CITY OF NEVADA, IOWA
Effective Date: December 15, 2020

This AMENDMENT No. 1 is by and among the City of Ames, Iowa, and the City of Nevada, Iowa, and amends the Intergovernmental Contract by the City of Ames, Iowa, and the City of Nevada, Iowa, approved by the Ames City Council on May 11, 2010 and approved by the Nevada City Council on June 14, 2010 (“Intergovernmental Contract”). In consideration of the mutual covenants herein made, the Parties agree as follows:

SECTION 1. PURPOSE OF AMENDMENT

1. The Parties agree that an amendment should be made to the duration of the Intergovernmental Contract in order to extend the renewal period of the agreement for an additional ten years.

2. Section 8 of the Intergovernmental Contract is amended to replace “it shall automatically renew for additional 12 month periods until December 31, 2020” with the following: “it shall automatically renew for additional 12-month periods until December 31, 2030”.

SECTION 2. AMENDMENT ALLOWED.

1. The Intergovernmental Contract provides for this Amendment with the approval of both city councils. All other terms and conditions of the Intergovernmental Contract shall remain in full force and effect except as specifically modified by this Amendment.

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Approved by the Ames City Council on the 8th day of December 2020, pursuant to Resolution No. _____.

Approved by the Nevada City Council on the 14th day of December 2020, pursuant to Resolution No. _____.

THE CITY OF AMES, IOWA

THE CITY OF NEVADA, IOWA

By: _____
John A. Haila, Mayor

By: _____
Brett Barker, Mayor

By: _____
Diane Voss, City Clerk

By: _____
Kerin Wright, City Clerk