

ITEM#: 12  
DATE: 09-27-22

**COUNCIL ACTION FORM**

**SUBJECT: MEMORANDUM OF UNDERSTANDING WITH STORY COUNTY EMERGENCY MANAGEMENT FOR USE OF COMMAND-AND-CONTROL TRAILER**

**BACKGROUND:**

The City has taken steps towards preparedness for the next community-wide emergency or disaster. Those steps include identification of hazards, risk assessments, and developing hazard mitigation strategies, with one overall goal of reducing the potential loss of life and property by minimizing the impact of a disaster.

During larger scale emergencies or disasters, onsite incident commanders from multiple agencies will come together and form a Unified Command Post to make critical onsite decisions face-to-face. Many times, a mobile command vehicle or trailer is used to facilitate an onsite Unified Command Post. A mobile command vehicle or trailer provides protection from the elements, provides enhanced communication technology and equipment, workstations, and a central data collection point for all on scene operations.

The City has maintained a mobile command vehicle over the last twenty years, which happens to be a retired CyRide bus. The vehicle has reached its end of service life and has become unreliable. City staff has been exploring options for a replacement vehicle.

During the June 2021 train derailment in Ames, Story County Emergency Management (SCEMA) provided its 26-foot Command-and-Control Trailer for command operations over several days. This experience illustrated that a mobile command trailer would be a better, more versatile, and economical option than purchasing a new mobile command vehicle. Therefore, staff is re-focusing its efforts on eventually acquiring a mobile command trailer.

As planning for the acquisition of a mobile command trailer continues, SCEMA offered access to its trailer for emergencies and disasters when it is not already in use at another incident. The trailer is housed in a storage building in Ames, making access to the trailer quick and convenient for City staff. A memorandum of understanding (MOU) with Story County has been prepared to govern how the City may use of the trailer when not otherwise deployed by the SCEMA. According to the MOU, the City would have access to the trailer for emergency events free-of-charge. The initial term of the MOU would be five years.

**ALTERNATIVES:**

1. Approve the attached Memorandum of Understanding with the Story County Emergency Management Agency for use of its Command-and-Control Trailer by City staff during emergency and disaster responses within the City of Ames when the trailer is available.
2. Do not approve the Memorandum of Understanding.

**CITY MANAGER'S RECOMMENDED ACTION:**

The City and Story County Emergency Management have a long-standing relationship, which includes the mutually beneficial sharing of both physical and intellectual resources as well as working together to secure grant opportunities. Having the ability to get onsite incident commander(s) out of the elements and into an environmentally controlled shelter to make critical decisions, with pre-staged communications equipment and a rehab area, will only enhance the City's command-and-control capabilities during an emergency or disaster.

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

## MEMORANDUM OF UNDERSTANDING

### BY AND BETWEEN THE STORY COUNTY EMERGENCY MANAGEMENT AGENCY, STORY COUNTY, IOWA, AND THE CITY OF AMES, IOWA

This Memorandum of Understanding (hereafter “MOU”) is entered into between the Story County Emergency Management Agency (SCEMA), Story County, Iowa (County), and the City of Ames, Iowa (Ames) for use of the SCEMA Command and Control Trailer by the City of Ames.

#### 1. Introduction

SCEMA owns a 26-foot command and control trailer (“trailer”) available to local jurisdictions by request for emergency and disaster response. The trailer is housed in a storage building at 1521 Florida Ave, Ames, Iowa that is owned by Story County.

Ames is a municipality in Story County that has a need for command and control capabilities for emergency and disaster responses within the City of Ames. This MOU will establish a relationship of cooperation between SCEMA, Story County and the City of Ames for use of the trailer when not otherwise deployed by the SCEMA.

#### 2. Requirements

In consideration of the relationship of cooperation between the SCEMA and Ames, each agree to the following:

- a. Ames shall:
  - i. Contact SCEMA to request access to the trailer to ensure availability for local response.
  - ii. Provide sufficient vehicle capabilities to transport the trailer in a safe manner.
  - iii. Identify individuals to be trained on the safe operation of the trailer to include the movement and return of the trailer to the storage shed.
  - iv. Only allow individuals trained by SCEMA to deploy the trailer on behalf of Ames.
  - v. Immediately report to SCEMA any damage to the trailer or its contents.
  - vi. With a SCEMA representative, conduct a visual inspection of the trailer for damages after deployment by Ames.
  - vii. Immediately report any damage to the storage building or its contents during deployment or demobilization to SCEMA.
  - viii. Replace any consumable items used by Ames with like items or pay for the costs of replacement for the items.
  - ix. Refuel the trailer before it is returned to the storage site.
- b. SCEMA shall:
  - i. Allow Ames use of the trailer for emergency and disaster response within the City of Ames when the trailer is available.
  - ii. Advise the Ames Fire Chief via email when the trailer is unavailable due to deployment elsewhere or when out-of-service for repairs.
  - iii. Assist with the deployment of the trailer to the designated location if/when SCEMA personnel are available.
  - iv. Provide training to approved Ames personnel for safe operation of the trailer.

- v. With a designated representative from Ames, conduct a visual inspection of the trailer for damage after deployment by Ames.
- vi. Provide the means for Ames to access the trailer storage site 24/7.
- vii. SCEMA will notify Story County of any damages to the storage site or its contents through the Facilities Management Director.

**3. Liability; Insurance**

- a. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other parties.
- b. Each party shall maintain the appropriate insurance coverage or self-insure for liabilities that may arise from the activities set forth in this agreement.
- c. Should an accident occur while Ames is towing the trailer that causes damage to public or private property, Ames will be liable for said damage to public or private property.
- d. Should damage occur to the trailer or its contents that are unrelated to a motor vehicle accident while Ames is deploying or returning the trailer, Ames will reimburse SCEMA for the insurance deductible or the cost of repairs; whichever is less.
- e. Should Ames cause damage to either the storage building or its contents while Ames is deploying or returning the trailer without the supervision of SCEMA personnel, Ames will be responsible for the payment of the insurance deductible or repair costs, whichever is less.

**4. Amendments:**

This agreement shall not be supplemented, amended or modified except on the express written agreement of all parties.

**5. Termination:**

This agreement may be terminated by any party for its convenience upon 30 days prior written notice to the other parties.

**6. Effective Date:**

This agreement is effective beginning the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and will remain in effect for five (5) years from the last date of signature. Six months prior to the termination of this agreement, the parties will review the agreement and determine if it shall be extended for an additional five (5) years.

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SIGNATURE PAGE FOLLOWS

**SIGNATURES OF THE PARTIES**

**IN WITNESS WHEREOF** the parties hereto have caused this instrument to be executed by their duly authorized representatives.

**STORY COUNTY EMERGENCY MANAGEMENT AGENCY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Linda, Murken

Chair of the Story County Emergency Management Commission

**STORY COUNTY, IOWA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Latifah Faisal, Chair of the Story County Board of Supervisors

**CITY OF AMES, IOWA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

John A. Haila

Mayor of the City of Ames