

ITEM #: 12
DATE: 02-14-23
DEPT: Admin.

COUNCIL ACTION FORM

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH IOWA STATE UNIVERSITY FOR EMERGENCY OPERATIONS FACILITIES BACKUP

BACKGROUND:

The City and Iowa State University (ISU) each plan for emergency situations that impact their respective jurisdictions. In major events, the Emergency Operations Center (EOC) or Incident Command Center (ICC) of either entity may be activated. The EOC/ICC is a designated location where the response to a major incident is planned and managed. In a major disaster, the possibility exists that the primary location for Ames or ISU's EOC/ICC will not be available.

To prepare for such a situation, City and University staff have developed a Memorandum of Understanding (MOU) that allows each entity to use the other's EOC/ICC location as a backup location (attached). The agreement outlines the responsibilities of the party that is providing the alternate facility and the responsibilities of the party that is using the alternate facility.

Under the MOU, a request to use the other party's facility as a backup will be considered a priority over other events, except emergencies requiring the facility by its owner or other rare circumstances. The MOU also describes the responsibilities to provide basic equipment such as tables, chairs, phones, and internet access, and for liability insurance.

There is no cost to either party for the use of the other's facilities. The agreement terminates three years from the effective date, unless renewed prior to that date. It may be terminated earlier by either party with 30 days' notice.

ALTERNATIVES:

1. Approve the attached Memorandum of Understanding with Iowa State University for mutual emergency operations facility backup.
2. Direct staff to modify the Memorandum of Understanding.
3. Do not approve the Memorandum of Understanding.

CITY MANAGER'S RECOMMENDED ACTION:

The City and Iowa State University each operate within a formalized incident command system with a designated EOC/ICC from time to time. In the event of a major disaster that causes either organization's designated EOC/ICC location to be unavailable, an agreement providing for a pre-arranged backup location is desirable. The proposed MOU provides for backup capabilities at no cost to either party. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1.

Prepared by

Brian Phillips, City of Ames, Iowa, 515 Clark Avenue, Ames, IA 50010 515-239-5101

Memorandum of Understanding

Between City of Ames, Iowa

And

Iowa State University of Science and Technology

Department of Environmental Health and Safety

This Memorandum of Understanding (hereafter "MOU") is entered into between the City of Ames, Iowa (Ames) and Iowa State University of Science and Technology (ISU) on behalf of its Department of Environmental Health and Safety (EH&S).

1. Introduction:

Advance planning for a coordinated emergency response to natural and manmade disasters is essential. Maintaining command and control functions during a disaster is crucial. The primary location for ISU command and control functions is the Emergency Operations Center (EOC) at the Iowa State University Environmental Health and Safety Services Building, room 1230, 2408 Wanda Daley Drive, Ames, IA 50011-3602 ("ISU Facility"). The primary location for Ames command and control functions is the Incident Command Center (ICC) at the Ames Water Treatment Plant, 1800 E. 13th Street, Ames, Iowa 50010 ("Ames Facility"). Should a disaster impact one of these facilities, making it unusable, the Parties have identified the facility belonging to the other as a potential alternate location for EOC/ICC operations.

This MOU establishes a relationship of cooperation between Ames and EH&S for the use of the Ames Facility and the ISU Facility as alternate facilities for one another during an emergency response when the primary EOC or ICC used by each party is unusable.

2. Requirements:

In consideration of the relationship of cooperation between the two parties they each agree to the following:

a. Party Providing the Alternate Facility:

In the event the primary location used by one party for EOC/ICC operations is unusable during an emergency response to a natural or manmade disaster, the other party shall:

- i. Allow storage of essential EOC/ICC equipment at the alternate facility.
- ii. Provide access to the alternate facility, including its tables and chairs, upon request from the party using the alternate facility.
- iii. Provide access to either hard-wired or wireless internet.
- iv. Provide a minimum of 5 phones for EOC/ICC operations with a maximum of 10 phones available upon written request.
- v. Requests to use the alternate facility for an emergency response shall be considered for priority over all other events, except for emergencies requiring the use of the facility by its owner or when the alternate facility is obligated to another party for emergency operations through a separate agreement. The party providing the alternate facility will make the final determination of the availability of the facilities.

b. Party Using the Alternate Facility:

In the event the primary location used by one party for EOC/ICC operations is unusable during an emergency response to a natural or manmade disaster, the party using the alternate facility shall:

- i. Provide the other party with a signed emergency declaration (Local, County, or Governor's) describing the situation at hand, if applicable.
- ii. In the event of an emergency lasting longer than 12 hours, the party using the alternate facility will assist in efforts for financial reimbursement from State and Federal disaster assistance sources for costs incurred as the result of the use of the alternate facility.
- iii. While using the alternate facility, the party using the alternate facility shall comply with, and shall require its employees, agents, subcontractors, and guests to comply with, all applicable laws, regulations, ordinances, and policies of the Party providing the alternate facility.
- iv. The party using the alternate facility shall keep the alternate facility and any equipment and furniture provided by the other party in as good condition as when provided to the using party. The party using the alternate facility shall notify the other immediately of any damage to the provider's facility, equipment, or furniture.

3. Training:

The parties agree to permit use of their facilities to one another for training purposes, subject to availability and provided that the training is scheduled in advance.

4. Indemnification; Insurance:

To the extent permitted by applicable law, each party agrees to indemnify and hold harmless all other parties (including its officers, agents, and employees) from and against any and all claims, demands, liabilities, damages, loss, and costs incurred by the indemnified party, including reasonable attorney's fees, directly or indirectly arising out of the negligent or wrongful acts or omissions of the indemnifying party, or its officers, agents, or employees. Each party shall maintain appropriate insurance coverage or self-insure for liabilities that may arise from the activities set forth in this Agreement.

5. Amendments:

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

6. Termination:

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

7. Force Majeure:

Neither party shall be deemed in breach of this Agreement or liable for damages if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control, such as acts or omissions of communications carriers, energy shortages or outages, strikes or labor disputes of others' workforces, fires, floods, inclement weather, acts of God, war, terrorism, civil disturbances, or acts of civil or military authorities.

8. Notices:

Notices relating to this Agreement shall be in writing and shall be delivered by messenger or overnight carrier to the other party at the following address or such other address as may be given in writing in accordance with this section: (i) if to ISU, General Counsel and Chief Risk Officer, 3550 Beardshear Hall, 515 Morrill Road, Ames, Iowa 50011 or (ii) if to Ames, City Manager's Office, 515 Clark Avenue, Ames, Iowa 50010. Notice shall be deemed effective upon receipt.

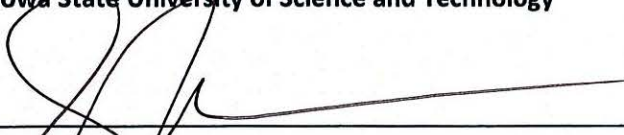
9. Effective Date:

This agreement becomes effective immediately and shall remain in full force and effect for three years from the date of signing. Six months prior to termination, the parties shall review the MOU and determine whether it shall be extended for an additional three years.

Signed

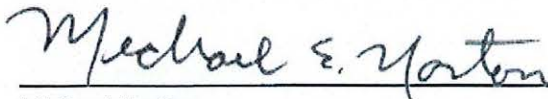
Date

Iowa State University of Science and Technology



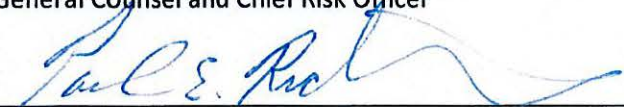
2/1/23

Shawn Norman
Senior Vice President for Operations and Finance



01/31/2023

Michael Norton
General Counsel and Chief Risk Officer



01/24/2023

Paul Richmond
Assistant Vice President for Environmental Health and Safety

City of Ames, Iowa

Mayor

Attest