

**Resolution No. 15-0647**

**A RESOLUTION APPROVING THE TERMINATION OF THE  
AUTOMATIC AID AGREEMENT FOR RESIDENTIAL AND  
COMMERCIAL STRUCTURAL FIRE CALLS AND AUTOMATIC  
ALARMS WITH THE CITY OF CLIVE**

**WHEREAS**, in July of 1996, the cities of Clive and Windsor Heights entered into an Automatic Aid Agreement for residential and structural fire calls; and

**WHEREAS**, the agreement includes providing one engine from each community to assist the other in the event of a reported structure fire and automatic fire alarm; and

**WHEREAS**, the original agreement was entered into at a time when mutual aid assistance was not automated through computer-aided dispatching; and

**WHEREAS**, the agreement is no longer necessary for automatic fire alarms, which are typically accidental or unintentional and comprise the overwhelming majority of activity triggering response per the terms of this agreement; and

**WHEREAS**, actual structure fires are covered by a current 28E Mutual Aid Agreement for Polk County Fire and Rescue Services, which has been recently reviewed and updated, and for which both communities are participants.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Windsor Heights State of Iowa, that the Automatic Aid Agreement from July, 1996, between the City of Clive and Windsor Heights, is hereby terminated, which results in no further automated response for automatic fire alarms, but continues with mutual aid automated response for structure fires under the terms of the existing 28E Agreement for Polk County Fire and Rescue Services.

Passed and Approved this 15<sup>th</sup> day of June, 2015

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Diana Willits, Mayor

Attest: \_\_\_\_\_  
Brett Klein, City Administrator

# Memo

**To:** Clive Mayor and City Council  
Windsor Heights Mayor and City Council

**From:** Clive Fire Chief Rick Roe  
Windsor Heights Chief of Police & Fire Services Dennis McDaniel

**Date:** June 8, 2015

**Re:** **Recommendation to Terminate Automatic Aid Agreement**

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In July of 1996, the City of Clive and City of Windsor Heights entered into an Automatic Aid Agreement for residential and commercial structural fire calls. This agreement provides the assistance of one engine from each community to assist the other in the event of both automatic fire alarms and reported structure fires. The Agreement was entered into at a time in which mutual aid assistance was not automated through computer aided dispatching and staffing in each community was less defined.

This agreement is no longer needed for automatic fire alarms (defined as those calls originating from an alarm company). The vast majority of automatic alarms are accidental or unintentional. These calls are easily managed by one community. The City of Clive is well-positioned to respond and handle their own alarms. The Windsor Heights Fire Department has recently transitioned to a 24-hour staffing model, so they too will have the ability to offer immediate response to alarms within their community without the need of unnecessarily taxing resources of a neighboring community.

Actual reported structure fires (generally those calls to 911 with reported smoke and/or flames) are covered by the 28E Mutual Aid Agreement for Polk County Fire and Rescue Services which has recently been reviewed, updated, and approved by both city's councils as of June 2015. These incidents will continue to utilize the mutual aid assistance of each department through automatic dispatching.

The end result of terminating this Automatic Aid Agreement is:

- No automated response for automatic fire alarms.
- Automated response for reported structure fires will continue under the 28E Mutual Aid Agreement for Polk County Fire and Rescue Services.

The recommended termination date is July 1, 2015.

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## AUTOMATIC AID AGREEMENT

THIS AUTOMATIC AID AGREEMENT ("Agreement") is entered into this 25<sup>th</sup> day of July, 1996, by and between the City of Clive and the City of Windsor Heights.

1. **Geographic Limits.** This Agreement shall apply to residential and commercial structural fire calls ("Calls") received in the Windsor Heights Fire District or in the East Clive Fire District. As used herein, the "Windsor Heights Fire District" shall mean that area within the corporate limits of the entire City of Windsor Heights ("Zone 1"). The "East Clive Fire District" shall mean that portion of the corporate limits of the City of Clive that lies East of 104th Street ("Zone 2").

2. **Situations Where Aid is Provided.** All Calls in Zone 1 or Zone 2 shall result in an automatic response of both the Clive Fire Department and the Windsor Heights Fire Department. For purposes of this Agreement, the "Receiving Service" shall mean the Fire Department of the city that is receiving assistance for an emergency from outside its jurisdiction, and the "Assisting Service" shall mean the Fire Department of the city that is sending assistance to the other city, outside of its regular jurisdiction. This automatic response shall be in effect 24 hours per day, seven days per week.

3. **Personnel and Equipment Provided.** The Clive Fire Chief and the Windsor Heights Fire Chief shall establish a response plan regarding the deployment of personnel and equipment in responding to Calls under this Agreement. Any other required personnel and/or equipment will be determined by the Incident Commander (as defined below) in his or her sole discretion.

4. **Command at the Emergency.** The Assisting Service's personnel shall cooperate in all instances with the Incident Commander who shall be in charge at the location of the emergency. For purposes of this Agreement, the chief or highest ranking officer of the Receiving Service shall be the "Incident Commander". The chief or highest ranking officer of the Assisting Service shall be in charge of the Assisting Service's personnel.

5. **Radio Communications.** The Clive Fire Chief and the Windsor Heights Fire Chief shall establish guidelines and procedures regarding radio communications with the dispatchers in responding to Calls under this Agreement.

6. **No Reimbursement for Costs.** No party shall be required to reimburse any other party for the cost of providing the services set forth in this Agreement. Each party shall pay its own costs for responding to the Calls.

7. **Liability/Indemnification.** Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement, except as provided for in this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury or damage occurs at an emergency in the party's own fire protection area or in the other party's fire protection area. Each Receiving Service shall indemnify, defend and hold harmless all other parties for damages, claims, demands, suits, judgments, costs and expenses arising from loss of or damage to private property and/or the death of or injury to private persons whether caused by the Receiving Service's personnel or equipment or the Assisting Service's personnel or equipment in the performance of this Agreement.

With respect to "Command at the Emergency" as provided for in paragraph number 4 above, each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the Incident Commander. This provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of Incident Commander, which are later determined at anytime to have been grossly negligent, willful, wanton or reckless.

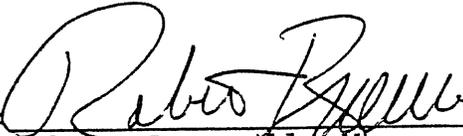
8. **Termination of Agreement.** Either party may withdraw from this Agreement by giving sixty (60) days written notice to the other party by certified mail.

9. **Prior Agreements.** This Agreement supersedes that certain Mutual Aid Agreement entered into the 15th day of January, 1996, by and between the City of Clive and the City of Windsor Heights.

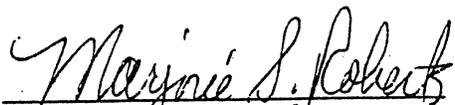
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, the day, month and year first above written.

CITY OF CLIVE

CITY OF WINDSOR HEIGHTS

By:   
Robert Brownell, Mayor

By:   
Donald Steele, Mayor

Attest:   
Marjorie S. Roberts,  
City Clerk

Attest:   
Douglas F. Bunkers,  
City Clerk

RESOLUTION NO. 96-155

RESOLUTION APPROVING AUTOMATIC AID  
AGREEMENT WITH CITY OF WINDSOR HEIGHTS

WHEREAS, the Fire Chief of the City of Clive has recommended to the City Council that the City of Clive enter into an agreement with the City of Windsor Heights regarding responses by the Clive Fire Department to certain fire-related calls in the City of Windsor Heights, and responses by the Windsor Heights Fire Department to certain fire-related calls in the City of Clive; and

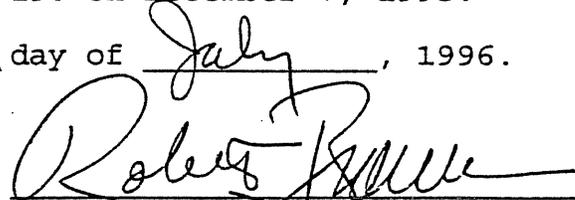
WHEREAS, an Automatic Aid Agreement has been prepared to reflect the understanding between the Cities of Clive and Windsor Heights regarding this subject; and

WHEREAS, the City of Clive believes that this agreement is in the best interests of the citizens of the City of Clive and the City desires to enter into such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That the Automatic Aid Agreement with the City of Windsor Heights is hereby approved by the City of Clive, and the Mayor is hereby authorized to execute said agreement on behalf of the City, and the City Clerk to attest to his signature, and City staff is hereby authorized to file such agreement in any appropriate public offices. The Automatic Aid Agreement approved by this Resolution shall replace and supersede the Mutual Aid Agreement approved pursuant to Resolution No. 95-196 on December 7, 1995.

PASSED AND APPROVED this 25<sup>th</sup> day of July, 1996.

  
Robert Brownell, Mayor

ATTEST:

  
Marjorie S. Roberts, City Clerk