

# Automatic Mutual Aid in Iowa

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**For assistance in developing an automatic mutual aid agreement, contact us at:**

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## ABOUT AUTOMATIC MUTUAL AID

Automatic mutual aid is an important practice benefits all communities, townships and the emergency service departments serving them. It is a system that evaluates the need for fire and other emergency response BEFORE an incident occurs. Based on that analysis, if the resources required are beyond those of the local department, additional departments are AUTOMATICALLY dispatched simultaneously, thus saving valuable time.

This practice is so very practical and important for Iowa's communities today because most lack the most important but scarce resource: people. The majority of departments have plenty of equipment but need more people, especially during the day. Automatic mutual aid is a sure way to get more people. In rural fire fighting, water also becomes a major resource concern and, once again, automatic mutual aid can assure more water is on the way to the fire as soon as the page is dispatched.

## HOW TO INSTITUTE AUTOMATIC MUTUAL AID

Follows is a step by step guide to developing an automatic mutual aid system among two or more communities:

1. Why use automatic aid?
  - a. Limited resources (especially people and water)
  - b. Maximizes response in minimum time
  - c. Supports economic development by improving fire and emergency services
  - d. May improve ISO rating and help insurance costs

2. What are the minimum requirements?
  - a. All departments must be legally organized with a governing body (usually a city council or townships trustees)
  - b. The agreement is between the governing bodies of the departments, not the departments. This is generally the city, represented by the city council
  - c. Inter department cooperation must be established
  - d. Current county wide standard mutual aid agreement in place (recommended)
  - e. Cooperation and assistance of 911 Board and dispatching agency
  
3. How is a system developed?
  - a. Analyze response needs (What resources do you need?)
  - b. Evaluate current resources (What do you have?)
  - c. Develop response blueprints (What do you need for each type of alarm?)
  - d. Communicate with governing and taxing bodies (Why does auto aid help our community – cities and townships?)
  - e. Gain cooperation and assistance of 911 Board and dispatchers (Why is automatic mutual aid important to emergency services?)
  - f. Develop a “back fill” or “move up” system (fills in from outlying departments when others move forward to provide aid)
  - g. Train together to ensure maximum benefit of automatic mutual aid (Can we depend on each other?)

## AN AUTOMATIC MUTUAL AID PRIMER FOR CITY COUNCILS, TOWNSHIP TRUSTEES AND 911 BOARDS

Modify and use this document to “sell” your automatic mutual aid plan to your city council, township trustees and 911 Boards and dispatchers

### AUTOMATIC MUTUAL AID FOR EMERGENCY SERVICES

OUR GOAL: provide the best emergency services within the context of our community

We are striving to provide the very best fire and emergency response services to our city and surrounding townships with the resources we have. Unfortunately, there are times when the resources from our jurisdiction are not adequate.

OUR PROBLEM: sometimes, we lack adequate resources to protect the community in the event of emergency

Our community, as in most Iowa communities, has a problem with adequate personnel, equipment, water and financial resources to respond to all emergencies. Despite an active recruitment program, staffing continues to be the one critical resource in short supply. Further, in rural areas, extra water is almost always needed for fighting fires. Without these and other critical resources, the best protection for our community cannot be ensured.

#### OUR CURRENT MUTUAL AID SYSTEM: one major weakness

Our department and surrounding departments have a long and strong tradition of assisting each other in times of emergency. All departments in the county are currently assisting one another through mutual aid whenever another department calls for help. There is one major weakness in this system: TIME. Time is always working against us at any type of emergency. Waiting to call for help until we arrive at the scene, assess the situation, begin our work and only then calling for help wastes precious minutes when help could be on the way from the moment of alarm.

#### OUR SOLUTION: automatic mutual aid

Automatic mutual aid is the simultaneous dispatching of two or more emergency response departments. The departments are simultaneously paged, as if they are one department with multiple stations. All departments paged start their response, saving critical minutes when life and property are at stake. If, upon arrival at the scene, we judge the emergency can be handled by just our resources, a simple radio call to all other responding departments and equipment cancels the call. However, if help is needed, it is already on the way! A second phase of automatic mutual aid is the “back fill” or “move up” system in which a third tier of departments fill in for a department on a mutual aid call.

#### OTHER BENEFIT: insurance rating may be helped

In addition to providing better emergency services, the Insurance Services Office recognizes automatic mutual aid (if the agreement is in writing). This may help improve our Town Grade (upon which fire insurance costs are based) and thus may lower insurance rates.

#### HOW TO INSTITUTE AUTOMATIC MUTUAL AID: agreement between city councils

Automatic mutual aid is simple to institute. First, the fire and emergency response agencies will work out the details and communicate their needs to the 911 Board and dispatching agency. Next, an agreement which meets the requirements of Section 28E of Iowa Code will be adopted by resolution of each city council (or other governing body of the department). The resolution will then be filed with the County Recorder and MUST be filed Secretary of State.

## A MODEL AUTOMATIC MUTUAL AID AGREEMENT

The following model is written as if two city governed fire departments are agreeing to provide automatic mutual aid. However, the model may be modified to establish automatic mutual aid between any number of emergency response departments and for any types of services. Also, if one of the governing bodies of the departments are not cities (such as in the case of a township fire department), the agreement can be modified to reflect this as well.

This agreement must be ratified by resolution of the governing body of each department and should be filed with the county recorder of each county in which it is in effect. Further, it must be filed electronically with the Secretary of State (as of this writing, there is no charge for recording a 28E agreement). Contact information for the Iowa Secretary of State is:

Iowa Secretary of State  
First Floor, Lucas Building  
321 E. 12th St.  
Des Moines, IA 50319  
515-281-5204  
515-242-5953 (Fax)  
[sos@sos.state.ia.us](mailto:sos@sos.state.ia.us)

**AN AGREEMENT TO EXECUTE**

**AUTOMATIC MUTUAL AID**

**FOR THE PURPOSES OF FIRE AND OTHER EMERGENCY RESPONSE**

This agreement is made pursuant to Chapter 28E, Code of Iowa, between the Cities of \_\_\_\_\_ *city 1* \_\_\_\_\_ and \_\_\_\_\_ *city 2* \_\_\_\_\_.

Whereas the Cities are signatories to the \_\_\_\_\_ County Mutual Aid Agreement,

Whereas, the purpose of this agreement is to provide automatic mutual aid for fire and other emergency response,

Whereas, each City signatory to this agreement agrees to respond automatically upon dispatch to all emergencies as set forth in Attachment A,

Therefore, the parties hereto mutually agree to give fire and other emergency response assistance when dispatched on a reciprocal basis under the following terms and conditions:

1. The City of \_\_\_\_\_ *city 1* \_\_\_\_\_ shall dispatch equipment and personnel upon dispatch to the City of \_\_\_\_\_ *city 2* \_\_\_\_\_ as set forth in Attachment A.
2. The City of \_\_\_\_\_ *city 2* \_\_\_\_\_ shall dispatch equipment and personnel upon dispatch to the City of \_\_\_\_\_ *city 1* \_\_\_\_\_ as set forth in Attachment A.
3. The number of personnel and equipment dispatched shall be at the discretion of the chief or the chief's designee, pursuant to guidelines and procedures set forth in Attachment B.
4. The territory of each city's response area for which this automatic mutual aid agreement is employed is described in Attachment C.
5. Personnel and equipment from either City may, upon notice to the Incident Commander of the emergency, withdraw to answer any alarm simultaneously occurring in the fire district of the responding City. In such event, the undersigned shall indemnify and save harmless the party whose personnel and equipment withdrew against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless any such party from any and all claims, demands, suites, actions, or proceedings

- of any kind or nature, or by any one whomsoever, in any way resulting from or arising out of the withdrawal.
6. There shall be no liability for failure to reach the place of fire or other emergency after dispatch due to road or other conditions beyond the control of responding parties.
  7. The costs of operation including but not limited to employee compensation, repairs and maintenance, fuel, damage to equipment and other incurred costs shall be borne by each party for its own equipment and personnel.
  8. Each party shall maintain adequate workers compensation and liability insurance for personnel and acts relating to this agreement.
  9. Each city shall, on a regular basis, provide the other city with current inventories of vehicles, equipment and personnel.
  10. Each city shall, on a yearly basis, provide the other city with copies of training, hose testing, pump testing and other relevant records.
  11. Each city agrees to train, equip and configure personnel, equipment and vehicles to provide maximum interoperability.
  12. Each city agrees to utilize the National Incident Management System and Incident Command System in all joint responses.
  13. This agreement shall be in effect for the two years ending June 30, 20\_\_, and may be terminated, or be extended for periods of two years at a time, and/or amended by all parties by resolutions of the city council made at least thirty (30) days prior to the first day of February next preceding the above date or any subsequent February 1st thereafter.
  14. In the event either city party to this Agreement shall desire to withdraw or terminate this Agreement, a written notice of withdrawal shall be completed and delivered to the other city by hand delivery or certified mail by the first day of February prior to the expiration date of this Agreement. Said withdrawal or termination shall not become effective until June 30<sup>th</sup>.

Approved by the City Council of the City of \_\_\_\_\_ . Iowa

\_\_\_\_\_, Mayor      Date \_\_\_\_\_

\_\_\_\_\_, City Clerk      Date \_\_\_\_\_

Approved by the City Council of the City of \_\_\_\_\_ . Iowa

\_\_\_\_\_, Mayor      Date \_\_\_\_\_

\_\_\_\_\_, City Clerk      Date \_\_\_\_\_

Filed Secretary of State:

Filed by: \_\_\_\_\_

Date filed: \_\_\_\_\_

Filed County Recorder:

Filed by: \_\_\_\_\_

Date filed: \_\_\_\_\_

## ATTACHMENTS

### Attachment A

Emergencies and category of each emergency for which automatic mutual aid shall be furnished per this agreement:

- 1.
  - 2.
  - 3.
- Etc.

### Attachment B

Equipment and personnel dispatched per each emergency and category of each (see Attachment A):

- 1.
  - 2.
  - 3.
- Etc.

### Attachment C

Description and/or map of each city's response district: