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# FIRE SERVICE INSTITUTE

Established 1923

## ORGANIZATION OF IOWA FIRE DEPARTMENTS

*the how and how much of providing  
fire protection and emergency services  
to the citizens of Iowa*

by  
George Oster

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FIRE SERVICE INSTITUTE  
IOWA STATE UNIVERSITY EXTENSION

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Fire Service Institute, Iowa State University Extension  
Haber Road, Ames IA 50011-3100



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The Fire Service Institute of Iowa State University Extension	

# ORGANIZATION OF IOWA FIRE DEPARTMENTS

*the how and how much of providing fire protection  
and emergency services to the citizens of Iowa*

## INTRODUCTION

The purpose of this document is to provide base line information, procedures and sample forms which can be used by Iowa cities and townships and their fire departments in organizing the fire protection and other emergency response needs of their citizens.

Its goal is to assist communities in making logical, rational decisions based on unbiased information.

There are three major considerations in providing fire protection and other emergency services:

- WHAT SERVICES WILL BE PROVIDED?
- WHAT LEVEL OF SERVICES WILL BE PROVIDED?
- HOW WILL THE SERVICE PROVIDERS BE ORGANIZED?

Within each of these three base questions are a number of options and additional decisions. These decisions are the responsibility of the policy makers, working in concert with the professional providers of the services.

In the case of cities, those who make the emergency services decisions are city councils, mayors and city managers. These bodies and individuals have the responsibility to decide the level of protection and the type of services to be provided within the corporate boundaries.

In the case of townships, trustees have responsibility to determine the level of protection and the type of services to be provided.

It is also a responsibility to ensure that the services provided are legally constituted and funded.

There are few state or national laws or regulations regarding the type or level of services to be provided. Iowa law requires each city and township to provide fire protection. No definition or degree of service is specified. There are national standards to perform various functions of fire departments. However, they remain standards of good practice unless adopted by law or ordinance. There are also regulations about how some duties (above those of fire fighting) are to be performed (for instance, the response to hazardous materials spills). Such regulations should be consulted when new duties are accepted by the fire department. However, with regard to the base line function of fire fighting, there are few state level requirements.

While significant autonomy is afforded each city and township, great responsibility for the safety and well being of citizens is also placed on public officials.

This system of local authority for fire protection is a uniquely American form of providing emergency services. In many other countries of the world, service is nationalized, with one fire department protecting an entire country. The American system provides great latitude and local authority for the level and management of emergency services. At the same time, it places an important duty on the trustees and city councils of Iowa to ensure that emergency services are adequately and efficiently provided.

## PART ONE

### WHAT SERVICES WILL BE PROVIDED?

Since most of those examining this question will approach it from the view point of a fire department, the typical answer to this question is "fire protection". There are, however, a number of subsets of "fire protection" which should be examined and considered:

- **fire prevention programs:** strategies which teach people how to prevent fires and how to survive should a fire occur
- **fire prevention codes:** ordinances requiring that buildings be used in a fire safe way
- **building codes:** ordinances requiring structures to be built to certain standards (may also require "built in", automatic fire protection devices for certain buildings)
- **fire suppression:** maintaining personnel and equipment for fire fighting

In addition to basic fire protection, there is also a range of other emergency services (excluding law enforcement activities) which have been traditionally or which may be provided by a fire department.

It is possible to view fire departments as not just fire trucks and fire fighters but also a cadre of organized, trained and disciplined personnel with a management and command structure, equipment and other resources, a communications capability, all of which can be summoned quickly to perform some emergency task. When viewed in this manner, other service possibilities present themselves:

- **emergency medical services:** rendering first aid (and more advanced) emergency medical care
- **emergency medical transportation services:** ambulance service for emergency use
- **medical transportation services:** non-emergency medical transportation
- **emergency extrication:** removing trapped and injured individuals from automobiles and other accident situations
- **emergency rescue:** removing trapped (and possibly injured) individuals from confined spaces, heights, and other unusual situations
- **water rescue:** incidents involving water craft, rivers and lakes
- **hazardous materials spill response:** responding to spills of hazardous materials, generally at one of three levels: (1) identification and notification; (2) operations (basic termination of further movement of the spill); (3) technician response (mitigation and clean up of the spill).

- **helicopter landing zone support:** providing landing zones on city property or preparing zones at emergency scenes as well as facilitating communications at emergency medical and rescue incidents.

There are other emergency services and some non-emergency services which could be appropriate for the "fire department" (emergency response department). The process for determining the type and level of response consists of three steps:

1. Brainstorming all service possibilities by fire department, local officials and citizens
2. Determination of costs/benefits of providing various services
3. Selection of services to be provided and public education

Given, then, the multi-service possibilities for "fire departments", a first step in determining the "how and how much" of service to be provided is to determine which services will be provided. A good starting point is an examination of the community's needs and those services currently being provided. After a description, in writing, of what is done (perhaps viewed as the fire department's "mission statement"), a listing of possible additional services and their costs can be developed. It then becomes a function of the governing body to decide which services will be provided, followed by the important task of informing and educating the public.

## **PART TWO**

### **WHAT LEVEL OF SERVICES WILL BE PROVIDED?**

After determining which services will be provided, the level of service to be provided is perhaps the most difficult step. Because there are many myths, misconceptions and misunderstandings regarding fire suppression, this document focuses on this activity.

For fire suppression, the basis for most other resource requirements is "fire flow". Fire flow is the amount, stated in gallons per minute (gpm), of water required to control a fire. From this knowledge, water supplies, personnel, pumping capacity, tanker requirements, hose and nozzle needs and most other fire fighting resources can be determined.

"Fire flow", the amount of water required to control a fire in a given building, can be determined based on the "Royer/Nelson Rate-of-Flow" formula. This formula provides a rational, scientifically based method of determining fire flow. It assumes a fire will be fully involved in the largest open area of a building -- a worse case scenario. It also assumes that the water will be properly distributed throughout the room and will be applied in a 30 second period (providing "knock down", or control, of the fire). Further application of water will be needed for complete extinguishment of the fire.

Fire flow is an important starting point in determining the level of fire fighting service to be provided and would be calculated for all major buildings to be protected. It can be assumed that if fire flow needs are met for a large percentage of the "commercial" buildings in town, adequate flow can be provided for the residential occupancies. Further, when fire flow (water application) needs are known, other resource needs can be determined. The following pages demonstrate a method which can be used to assess the fire flow and other fire control resource needs of an individual, selected building. Such an evaluation of all the major structures in a community or fire protection area should be completed.

NOTE: two samples of each form are provided on the following pages

# FIRE FLOW REQUIREMENTS WORKSHEET

FIRE DISTRICT/TOWN \_\_\_\_\_

BUILDING NAME \_\_\_\_\_

-----

Sketch of building interior (show F.D. access points--note that limited fire department access for water application purposes will severely hamper control of the fire and can render the fire flow calculations invalid)

largest open area (room) of building:

(length) \_\_\_\_\_ X (width) \_\_\_\_\_ X (height) \_\_\_\_\_ = (volume) \_\_\_\_\_

**Royer/Nelson Rate-of-Flow Formula:**

$$\frac{\text{volume of largest open area}}{100} = \frac{\text{gallons per minute water flow}}{\text{(applied for 30 seconds)}}$$

OR:

$$\frac{\text{Volume (in cu. ft.)}}{100} = \text{gpm}$$

Rate-of-Flow: \_\_\_\_\_ = Fire Flow

# FIRE FLOW REQUIREMENTS WORKSHEET

FIRE DISTRICT/TOWN \_\_\_\_\_

BUILDING NAME \_\_\_\_\_

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Sketch of building interior (show F.D. access points--note that limited fire department access for water application purposes will severely hamper control of the fire and can render the fire flow calculations invalid)

largest open area (room) of building:

(length) \_\_\_\_\_ X (width) \_\_\_\_\_ X (height) \_\_\_\_\_ = (volume) \_\_\_\_\_

## Royer/Nelson Rate-of-Flow Formula:

$$\frac{\text{volume of largest open area}}{100} = \frac{\text{gallons per minute water flow}}{\text{(applied for 30 seconds)}}$$

OR:

$$\frac{\text{Volume (in cu. ft.)}}{100} = \text{gpm}$$

Rate-of-Flow: \_\_\_\_\_ = Fire Flow

**RESOURCE REQUIREMENTS WORKSHEET**

**FIRE DISTRICT/TOWN** \_\_\_\_\_

**BUILDING NAME** \_\_\_\_\_

**Required fire flow**

water for control (Rate-of-Flow) \_\_\_\_\_

water for exposure (estimate) \_\_\_\_\_

**TOTAL GPM** \_\_\_\_\_

---

**Required Apparatus**

pumpers \_\_\_\_\_

ladder trucks or support vehicles \_\_\_\_\_

tankers \_\_\_\_\_

---

**Required Nozzles**

master stream \_\_\_\_\_

2 1/2 inch \_\_\_\_\_

1 1/2 inch \_\_\_\_\_

---

**Required Hose**

water supply

Large Diameter \_\_\_\_\_

3 or 2 1/2 inch \_\_\_\_\_

attack lines

2 1/2 inch \_\_\_\_\_

1 1/2 inch \_\_\_\_\_

# RESOURCE REQUIREMENTS WORKSHEET

FIRE DISTRICT/TOWN \_\_\_\_\_

BUILDING NAME \_\_\_\_\_

## Required fire flow

water for control (Rate-of-Flow) \_\_\_\_\_

water for exposure (estimate) \_\_\_\_\_

TOTAL GPM \_\_\_\_\_

---

## Required Apparatus

pumpers \_\_\_\_\_

ladder trucks or support vehicles \_\_\_\_\_

tankers \_\_\_\_\_

---

## Required Nozzles

master stream \_\_\_\_\_

2 1/2 inch \_\_\_\_\_

1 1/2 inch \_\_\_\_\_

---

## Required Hose

water supply

Large Diameter \_\_\_\_\_

3 or 2 1/2 inch \_\_\_\_\_

attack lines

2 1/2 inch \_\_\_\_\_

1 1/2 inch \_\_\_\_\_

## REQUIRED PERSONNEL

Fire District \_\_\_\_\_

Building name \_\_\_\_\_

### Fire fighters:

#### control lines

\_\_\_\_ 2 1/2 inch lines X \_\_\_\_ personnel = \_\_\_\_

\_\_\_\_ 1 1/2 inch lines X \_\_\_\_ personnel = \_\_\_\_

#### exposure lines

\_\_\_\_ 2 1/2 inch lines X \_\_\_\_ personnel = \_\_\_\_

\_\_\_\_ 1 1/2 inch lines X \_\_\_\_ personnel = \_\_\_\_

pump operations personnel = \_\_\_\_\_

#### tanker operations personnel

loading = \_\_\_\_\_

unloading = \_\_\_\_\_

### Officer requirements

chief \_\_\_\_\_

line officers \_\_\_\_\_

staff officers \_\_\_\_\_

water supply \_\_\_\_\_

equipment \_\_\_\_\_

services \_\_\_\_\_

safety \_\_\_\_\_

Total required personnel \_\_\_\_\_

## REQUIRED PERSONNEL

Fire District \_\_\_\_\_

Building name \_\_\_\_\_

### Fire fighters:

#### control lines

\_\_\_\_ 2 1/2 inch lines X \_\_\_\_ personnel = \_\_\_\_

\_\_\_\_ 1 1/2 inch lines X \_\_\_\_ personnel = \_\_\_\_

#### exposure lines

\_\_\_\_ 2 1/2 inch lines X \_\_\_\_ personnel = \_\_\_\_

\_\_\_\_ 1 1/2 inch lines X \_\_\_\_ personnel = \_\_\_\_

**pump operations personnel = \_\_\_\_\_**

#### **tanker operations personnel**

loading = \_\_\_\_\_

unloading = \_\_\_\_\_

### Officer requirements

chief \_\_\_\_\_

line officers \_\_\_\_\_

staff officers \_\_\_\_\_

water supply \_\_\_\_\_

equipment \_\_\_\_\_

services \_\_\_\_\_

safety \_\_\_\_\_

**Total required personnel \_\_\_\_\_**

**TANKER G.P.M. WORKSHEET**  
(tanker water delivery capability)

Fire District \_\_\_\_\_

Building name \_\_\_\_\_

Tanker number \_\_\_\_\_

Travel time:

\_\_\_\_\_ miles round trip distance to water supply

X 2 (assumes 30 mph average speed)

\_\_\_\_\_ minutes travel time

+ \_\_\_\_\_ minutes fill time

+ \_\_\_\_\_ minutes dump time

\_\_\_\_\_ total travel/fill/dump time

\*\*\*\*\*

tanker capacity (gallons) \_\_\_\_\_ = \_\_\_\_\_ G. P. M (tanker delivery capability)

total travel/fill/dump time (minutes)

\*\*\*\*\*

complete one worksheet for each responding tanker

add all tankers until needed fire flow for structure is reached

**TANKER G.P.M. WORKSHEET**  
(tanker water delivery capability)

**Fire District** \_\_\_\_\_

**Building name** \_\_\_\_\_

**Tanker number** \_\_\_\_\_

Travel time:

\_\_\_\_\_ miles round trip distance to water supply

X 2 (assumes 30 mph average speed)

\_\_\_\_\_ minutes travel time

+ \_\_\_\_\_ minutes fill time

+ \_\_\_\_\_ minutes dump time

\_\_\_\_\_ total travel/fill/dump time

\*\*\*\*\*

tanker capacity (gallons)

\_\_\_\_\_ = \_\_\_\_\_ G. P. M (tanker delivery capability)

total travel/fill/dump time (minutes)

\*\*\*\*\*

complete one worksheet for each responding tanker

add all tankers until needed fire flow for structure is reached

As seen from the foregoing worksheets, the fire flow evaluation of a structure leads to a quantification of most other resource requirements. This provides a rational basis for determining how much fire protection is required.

There are a number of caveats and additional information points that fire departments and their governing bodies should remember when determining protection levels:

1. No community can supply all the resources required to fight fire in their larger buildings.

**Implication:** all communities must rely on mutual aid with other fire departments for assistance

2. Even if factoring in mutual aid assistance, the largest buildings in a jurisdiction will be beyond the capability of the combined resources of local fire departments.

**Implication:** some building in a community will be destroyed by fire (if the fire department and mutual aid are the sole source of protection)

3. For those largest buildings which cannot be protected by the community's fire department resources, there are two choices:

- a. plan that the building will be destroyed if it suffers a major fire

- b. shift the burden of fire protection from the community to the owners (this is usually accomplished through use of automatic fire sprinkler systems)

**Implication:** the community cannot provide fire fighting capability for its largest structures

4. Extensive field research in Iowa has demonstrated that the resource most often in short supply is personnel. Generally, most fire departments have more pumping capacity, hose, nozzles and equipment than can be effectively utilized by the fire department personnel.

**Implication:** most fire departments have more equipment resources than personnel resources

5. The second most common shortage of resources occurs in the water supply. In many cases the community's water system will not supply the required fire flow. Further, most fire departments possess pumping capacity beyond the town's water system resources. Virtually all fire departments possess pumping capacity beyond their personnel's ability to properly distribute water on a fire.

**Implication:** water supply is less than the largest buildings require while fire department pumping capacity exceeds city water supplies

## FIRE INSURANCE AND COMMUNITY FIRE PROTECTION

Fire insurance is often sighted as a reason to develop certain levels of fire protection. While the cost of fire insurance is one of the costs of fire protection, it should not be the sole or primary determination of how much fire protection a community provides.

The Insurance Service Office (sometimes called ISO and formerly called the "Rating Bureau") grades towns for fire insurance purposes. However, the grading is performed for insurance writing (underwriting) purposes and should not be utilized as the only method to determine the level of protection provided by the community.

In Iowa, ISO Commercial Risk Services, Inc. provides evaluation services for insurance companies. The following information from ISO is provided to assist communities and fire departments in putting the issue of fire insurance and insurance rates in perspective.

The minimum standards for recognizing a community or fire district for Class 9 and for the protected Classes (1-8) are:

General MINIMUM requirements:

**Organization:** The fire department must be organized on a permanent basis under applicable state or local laws. The organization must have one person responsible for the operation of the department, usually the chief.

The fire department must serve an area with definite boundaries. If a city/district is not served by a fire department operated solely by or for the governing body of the city/district, the fire department providing such service shall do so under a legal contract or resolution.

**Membership:** The department shall have sufficient membership to assure at least 4 members respond to fires in structures.

**Training:** Training for active members shall be conducted at least 2 hours every 2 months.

**Alarm Notification:** Alarm facilities and arrangement must ensure no delay in the receipt of alarms and the dispatch of fire fighters and apparatus.

**Apparatus:** At least one piece of apparatus meeting the general criteria of the NFPA Standard 1901 (Automotive Fire Apparatus).

When the minimum is achieved, ISO evaluates (rates) a community's fire protection based on the "Fire Suppression Rating Schedule" which assigns a "protection class" number from 1 to 10 (1 is the best protection class, while 10 is the least class).

Fire insurance base line rates are determined from the protection class. Insurance underwriters may use the protection class as the basis for setting insurance rates on properties in the community. However, the competitive nature of the insurance business and many other factors totally outside the control of a community affect the actual rates paid by property owners. Further, the insurance rates established by ISO and the Fire Suppression Rating Schedule for single family homes is the same for Protection Classes 1 through 8. The rates for commercial properties (businesses and industries) do vary by Protection Class. However, they are often heavily discounted, again due to the competitive nature of the insurance industry.

Tables on the following pages provide:

### **Breakdown of Public Protection Classes:**

When grading a community, ISO evaluates various factors affecting fire protection and assigns "credits" for each factor. The total "credits" equal 100%. A "Protection Class" is determined by the percent of credits it receives. Table 1 indicates the percent credit of each Protection Class. For example, if a community is classed as a "5", it must have received between 50 and 59.99 percent of the available credits. A community classed as an "8" must be credited with 20 to 29.99 %.

### **Breakdown of Major Schedule Features:**

The three major "schedule features" or categories examined by ISO when grading a town are the fire alarm system (telephone, radio, dispatching etc.), the fire department and the communities water system. The fire department itself accounts for only one half of the features examined by ISO. Table 2 indicates the percentage break down for the three scheduled features.

### **Breakdown of Credit for Fire Protection Rating Schedule:**

Table 3 indicates the credit areas with each of the three Major Schedule Features. For instance, there are 8 factors evaluated in determining the credits allowed for a fire department. They include engine companies, pumping capacity, ladders, reserve equipment, location of stations (distribution), personnel and training.

By using the Fire Suppression Rating Schedule and with the assistance of the Insurance Service Office, it is possible for a community to plan their fire protection and modify their protection class. However, this may not change the fire insurance costs to its businesses and industries and will most likely not affect the insurance rates of the majority of residential property owners.

# FIRE SUPPRESSION RATING SCHEDULE

**TABLE 1**

**BREAKDOWN OF PUBLIC PROTECTION CLASSES**

<b>CLASS</b>	<b><u>% OF CREDIT</u></b>
1-----	90.00 to 100.00
2-----	80.00 to 89.99
3-----	70.00 to 79.99
4-----	60.00 to 69.99
5-----	50.00 to 59.99
6-----	40.00 to 49.99
7-----	30.00 to 39.99
8-----	20.00 to 29.99
9-----	10.00 to 19.99
10-----	0 to 9.99

**TABLE 2**

**BREAKDOWN OF MAJOR SCHEDULE FEATURES**

Fire Alarm-----	10%
Fire Department-----	50%
Water Supply-----	<u>40%</u>
Total	100 % Maximum

**TABLE 3**

**BREAKDOWN OF CREDIT FOR  
FIRE SUPPRESSION RATING SCHEDULE**

**(A) FIRE ALARM ITEMS**

Credit for telephone service -----	2%
Credit for operators -----	3%
Credit for dispatch circuits -----	<u>5%</u>
Total -----	10 % Maximum Credit

**(B) FIRE DEPARTMENT ITEMS**

Credit for Engine Companies -----	10%
Credit for reserve pumpers -----	1%
Credit for pumper capacity -----	5%
Credit for ladder service -----	5%
Credit for reserve ladder & service truck -----	1%
Credit for distribution -----	4%
Credit for company personnel -----	15%+
Credit for training -----	<u>9%</u>
Total -----	50 % Maximum Credit

**(C) WATER SUPPLY ITEMS**

Credit for supply system -----	35%
Credit for size, type & installation of hydrants -----	2%
Credit for inspection & condition of hydrants -----	<u>3%</u>
Total -----	40 % Maximum Credit

## **PART THREE**

### **HOW WILL THE SERVICE PROVIDERS BE ORGANIZED?**

Legally and correctly organizing a fire department and entering into agreements concerning mutual aid, township fire protection and other issues is key to determining how the emergency service providers will be organized.

A number of sample documents which can be used as a guide to organizing for fire protection follow.

There is one key to organizing for all fire protection: PUT IT IN WRITING. This is a key aid in ensuring that all fire department officers and members, elected officials and citizens know the level, type and arrangement of their fire and emergency services.

These sample documents include an ordinance to establish a fire department, articles of incorporation and by-laws for a fire fighters' association, a mutual aid agreement, documents for use when a city provides fire protection to one or more townships and a resolution establishing a trust fund for equipment replacement.

These samples follow, more or less, a progression from forming a fire department, to utilizing outside assistance for larger fires and providing for future funding. This forms a model for use by a city in evaluating the organization of its emergency services.

# DOCUMENT #1

## This Document Is The Ordinance To Establish A Volunteer Fire Department

Every Iowa community has the authority to establish, equip, staff and maintain a fire department.<sup>1</sup> In the majority of Iowa communities, volunteer fire departments are utilized to provide fire protection and many other emergency services. A city council must consider many things before creating a volunteer fire department. These include the financing of a department, selection of a fire chief, compensation for the firefighters, providing for calls to fires outside of a city's corporate limits, and adequate insurance coverage for firefighters.

To finance a fire department, a council can either contract for the rental of fire equipment and facilities<sup>2</sup> or issue general obligation bonds for their purchase.<sup>3</sup> If the latter course is taken the council must conduct a special election for the approval to construct a fire station. Sixty percent voter approval is required before the bonds can be let.<sup>4</sup> However, the council need not gain voter approval before issuing general obligation bonds for the equipping of the fire department with vehicles, devices or tools.<sup>5</sup>

Since this model ordinance places the main responsibility for operating a department on the fire chief, the selection of the chief is very important. The ordinance does not list specific qualifications for a fire chief, but this person should definitely be a resident of the community, a person with leadership and management abilities, and preferably be experienced in fire fighting (although management and leadership skills are more critical in today's environment). If the chief lacks such experience the council should pay expenses to conferences and short courses to develop expertise. Even if the chief has experience, the council should pay expenses to conferences from time to time to maintain and increase knowledge. Since the fire chief has an increasing number of responsibilities, the position should probably be paid a small salary.

As presently drafted, the model ordinance does not contain any provisions for paying the volunteer firefighters and fire chief. The council, with advice from the city attorney, can insert pay provisions if they are considered necessary. Payment can be on a per call, monthly or annual basis. A per call basis is not always desirable because maintaining an efficient fire department has little relation to the number of fires in a city.

In lieu of payments to individual firefighters, a city council might make regular payments to the fire department treasury for use by the firefighters as a group. In some communities the money is distributed through a system of points for attending meetings, drills, building inspections, fire schools and fire calls. On the first of December the total points of the department members are added up, divided into the amount of money the council has set aside, and the individual firefighters are paid a Christmas bonus according to the number of points each has accumulated. Other departments use some of the money to indemnify firefighters for burned clothes, broken glasses and other small damages.

A city should also be aware of its obligations to volunteer firefighters for a pension. Generally speaking, a city is not required to pay a pension unless the volunteer firefighters are civil service employees.<sup>6</sup> Civil Service is mandatory only when a city has a population of more than 8,000.<sup>7</sup> If a volunteer firefighter was employed prior to March 2, 1934, then a city's obligations regarding a pension are covered by another chapter in the Iowa Code.<sup>8</sup> Since that chapter refers to membership in an organized fire department, a volunteer firefighter might be eligible for a pension regardless of his compensation as a firefighter.<sup>9</sup>

An additional consideration for a city council is whether to permit the municipal fire department to answer calls outside the city's corporate limits or the boundaries of the state of Iowa. By granting such authorization, a city may establish a mutual aid agreement with other area cities to call on one another's fire departments in case of a very large fire. Also a city council may desire to defray a portion of the fire department's costs by contracting with a township government or another city government to furnish fire protection. In such a case, an authorization to answer calls outside the city limits would be a necessity.

Finally a city should insure itself against potential liability for damage to persons or property caused by the operation of the volunteer fire department.<sup>10</sup> Also, if a volunteer firefighter is injured or killed as a result of employment as a volunteer firefighter, the city must pay maximum worker's compensation benefits to the firefighters or dependents.<sup>11</sup> These benefits might include disability or death benefits and additional payments for medical, hospital and burial expenses. If worker's compensation does not pay all medical expenses, the city must pay them.<sup>12</sup>

(The above information provided by the Iowa League of Municipalities.)

## REFERENCES

For explanation of abbreviations used in footnotes, see "Abbreviations," page iii.

<sup>1</sup>Code sec. 364.1.

<sup>2</sup>Ibid.

<sup>3</sup>Code secs. 384.24(3), 384.24(4c), 384.25, 284.26

<sup>4</sup>Code sec. 384.26.

<sup>5</sup>Code sec. 384.25.

<sup>6</sup>Code secs. 411.1(3), 411.2, 411.3(1). A firefighter must have passed a "regular mental and physical civil service examination for firefighters" before being a member of a city's retirement system. Secs 411.1(3), 411.2.

<sup>7</sup>Code sec. 400.1.

<sup>8</sup>Code sec. 410.1.

<sup>9</sup>Compare Code secs. 410.1, 410.6 with *Mathewson v. Board of Trustees*, 226 Iowa 61, 65-67 (1939). Under this authority it seems probably that volunteer firefighters paid on a regular monthly basis would qualify for a pension. It is less clear whether a volunteer firefighter who received nominal or no compensation would receive a pension. However, the wording of the sec. 410.1 and language in the *Mathewson* case that a member of either a paid or organized fire department is eligible for a pension presents a strong argument that a volunteer firefighter has a right to a pension regardless of pay.

<sup>10</sup>With few exceptions, Code ch. 613A. makes a municipality liable for its torts and those of its employees arising out of either governmental or proprietary functions. Also, Code sec. 517A.1 authorizes municipal corporations to purchase liability insurance concerning all officers, proprietary functions, and employees, including volunteer firefighters, while performing any of their duties.

<sup>11</sup>Code secs. 85.1(4), 85.2, 85.36(9), 85.37, 85.61(8). Volunteer firefighters were included under worker's compensation after *Heiliger v. City of Sheldon*, 236 Iowa 146, 18 N.W. 2d 182 (1945) excluded them.

<sup>12</sup>Code sec. 410.18.

**AN ORDINANCE TO ESTABLISH A VOLUNTEER FIRE DEPARTMENT, TO PROVIDE FOR THE DUTIES OF THE MEMBERS AND TO INSURE THE CITY AGAINST LIABILITY.**

Be it Enacted by the Council of the City of \_\_\_\_\_, Iowa:

SEC. 1. Establishment and purpose. A volunteer fire department is hereby established to prevent and extinguish fire and to protect lives and property against fires, to promote fire prevention and fire safety, and to answer all emergency calls for which there is no other established agency.

SEC. 2. Fire chief The (council) (mayor) shall appoint the fire chief for a term of two (2) years or to fill a vacancy.<sup>1</sup> The council shall be furnished the department's attendance records for drills, meetings and fires, and shall give due consideration to such records in approving the appointment of fire chiefs. The (council) (mayor) may remove, suspend or demote the fire chief for neglect of duty, disobedience, misconduct or failure to properly perform the duties of chief by written order setting out the reasons for removal which shall be filed with the city clerk, and shall upon request in writing filed with the clerk by the chief, hold a public hearing on the proposed action.<sup>2</sup>

SEC. 3. Fire chief's duties.<sup>3</sup> The fire chief shall command all operations of the department, and be responsible for the care, maintenance and use of all vehicles and equipment of the department. Subject to council approval, the chief shall establish and maintain departmental rules to carry out the requirements of this ordinance. The chief shall provide every firefighter with a copy of these rules. With the approval of the council,<sup>4</sup> the chief shall appoint carefully selected volunteer firefighters, fill vacancies among them, and may discharge them. The chief shall keep a record of the names, ages and residences of the firefighters and be responsible for their training and supervision, and shall maintain attendance records for drill meetings and fires. He shall investigate the cause, origin and circumstances of each fire by which property has been destroyed or damaged or which results in bodily injury to any person. Whenever death, serious bodily injury to any person. Whenever death, serious bodily injury or property damage in excess of two hundred thousand dollars (\$200,000) has occurred as a result of fire, or if arson is suspected, he shall notify the state fire marshal's division immediately. He shall report other fire incidents within ten (10) days following each month to the state fire marshal in accordance with law.<sup>5</sup> The chief has the authority to enter and inspect any building or premises in the performance of his duties and shall make written orders to correct any conditions that are likely to cause fire or endanger other buildings and property.<sup>6</sup>

SEC. 4 Volunteer firefighters. \_\_\_\_\_ residents of \_\_\_\_\_, Iowa, between the ages of eighteen (18) and sixty-five (65) shall be appointed to serve as a volunteer firefighter. Prior to appointment as a volunteer firefighter and every four (4) years thereafter a volunteer firefighter must pass a medical physical examination.<sup>7</sup>

SEC. 5 Firefighters duties. When called by the chief, all firefighters shall report for duty immediately in the manner directed by the chief. They shall be subject to call at any time. They shall obey strictly the commands of any other firefighter who has been appointed by the chief to be in command temporarily. Fire fighters shall report to the chief in advance if they expect to be absent from the city for twelve (12) hours or more. Firefighters shall report for training as ordered by the chief.

SEC. 6. Worker's compensation and hospitalization insurance. The council shall contract to insure the city against liability for worker's compensation and against statutory liability for the costs of hospitalization, nursing, and medical attention for volunteer firefighters injured in the performance of their duties as firefighters. All volunteer firefighters shall be covered by the contract.<sup>8</sup>

SEC. 7. Liability insurance. The council shall contract to insure against liability of the members of the department for injuries, death, or property damage arising out of and resulting from the performance of departmental duties.<sup>8</sup>

SEC. 8 Fires outside city limits. The department shall answer calls to fires and other emergencies outside the city limits if the fire chief determines that such emergency exists and that such action will not endanger persons and property within the city limits.

SEC. 9 Firefighters' association. Volunteer firefighters may form an association to promote the welfare of firefighters and fire fighting capabilities and adopt a constitution and by-laws for the association subject to their approval by council.

SEC. 10 Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. These are:<sup>9</sup>

SEC. 11. Severability clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SEC. 12. When effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.<sup>10</sup>

Passed by the Council the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CLERK

## REFERENCES

For explanation of abbreviations used in footnotes, see "Abbreviations," page iii.

<sup>1</sup>The statutes do not establish the fire chief's qualification or the term of appointment. See *Iowa Model Ordinances*, Title I, ch. 4, "Election, Appointment and Qualification of Municipal Officers."

<sup>2</sup>Code sec. 372.15.

<sup>3</sup>The council, with advice from the city attorney, should check existing ordinances to discover if a provision for the fire chief's duties has been enacted within the scope of *Iowa Model Ordinances*, Title I, ch. 4, "Election, Appointment and Qualification of Municipal Officers." sec. 14. That model ordinance provision could be used to regulate volunteer fire departments as well as paid fire departments. It provides for more extensive records and reports and is more specific in requiring the fire chief to enforce ordinances. It only differs basically from the provision set out above in that it provides that rules will be established by the council and does not provide for the appointment of volunteer firefighters.

<sup>4</sup>This is desirable because the city may be liable for negligent operation of department vehicles by these appointees. See sec. 7 of this ordinance.

<sup>5</sup>Code secs. 100.2, 100.3.

<sup>6</sup>Code secs. 100.12, 100.13, 100.27. But for recent constitutional limitations on administrative searches without warrants, See *Camara v. Municipal Court of the City and County of San Francisco*, 87 S. Ct. 1727 (1967); See *v. City of Seattle*, 87 S. Ct. 1737 (1967). See also "Limitations on Administrative Inspections," in *Iowa Model Ordinances*, Introductory ch. 2.

<sup>7</sup>Code ch. 70.

<sup>8</sup>See discussion in introduction to this model ordinance. The local drafter of this ordinance could limit the amount and type of insurance to be purchased under this provision on the basis of local needs and desires and his interpretation of the applicable statutes.

<sup>9</sup>Code sec. 380.2. All ordinances or parts of ordinances that are repealed by this ordinance should be listed. See *Iowa Model Ordinances*, Introductory ch. 3, "Repealer Clause."

<sup>10</sup>See *Iowa Model Ordinances*, Introductory ch. 4, "Adoption of an Ordinance."

## Document #2

In addition to being a legally constituted agency of a city or township, the fire department also serves an important social role. It serves as a focal point for many community activities and the members of the fire department are often leaders of the community. In fostering this aspect of the fire service, it is critical to separate it legally, functionally and financially from the city operated fire department and its official functions.

To this end, a fire fighters association can be developed as a separate, legally incorporated organization. The following sample constitution may be used as a guide. To be a legally incorporated, non profit organization, the constitution must be filed with the Secretary of State.

**Articles of Incorporation  
Of  
THE \_\_\_\_\_  
FIRE FIGHTERS ASSOCIATION**

**PREAMBLE**

We, the undersigned officers of the \_\_\_\_\_ Fire Fighter's Association do hereby adopt the following Articles of Incorporation of the \_\_\_\_\_ Fire Fighter's Association under the provisions of Chapter 504 and 504A of the \_\_\_\_\_ Code of Iowa and Acts amendatory thereto, reaffirming all the powers, rights and privileges granted corporations and not for pecuniary profit and all the duties and obligations imposed by said chapter

**ARTICLE I**

The name of this corporation is \_\_\_\_\_ Fire Fighter's Association with its principal place of business and office in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Iowa.

**ARTICLE II**

The corporate period of this corporation shall be perpetual.

**ARTICLE III**

The purpose and objects of this corporation shall be to assist the \_\_\_\_\_ Fire Department in the execution and performances of responsibilities to the citizens of \_\_\_\_\_ with regard to the study and advancement of the science of fire prevention, protection and suppression; to buy, own, lease, rent and hold real and personal property and operate and maintain said property for the purpose of carrying out, advancing and accomplishing its purpose and objection; which may promote the interest of the corporation to the fullest extent.

**ARTICLE IV**

This corporation shall have and exercise the powers, rights and privileges conferred upon corporations not for pecuniary profit by the laws of the State of Iowa, including but not limited to the right to sue and be sued, to acquire by gift, purchase, devise or bequeath, real and personal property, to further acquire and hold by lease, purchase or otherwise such real and personal property, and erect, maintain and operate buildings in connection with furtherance of its business and objects and to do all things necessary or convenient in the acquisition, maintenance and operation of the same including but not limited to leasing, selling, mortgaging or otherwise disposing of said property and conveying title thereto.

**ARTICLE V**

This corporation shall have no corporate stock but Certificates of Membership may be issued to members thereto.

**ARTICLE VI**

This corporation shall have no corporate seal.

**ARTICLE VII**

The membership of this corporation shall consist of and be open to any member of the \_\_\_\_\_ Fire Department and as otherwise provided in the by-laws.

**ARTICLE VIII**

The affairs of this corporation shall be conducted by a Board of Directors composed of not less than five (5) nor more than ten (10) members, the number to be determined, within these limits, as prescribed by the by-laws. The initial Board of Directors shall consist of the following individuals, who shall serve as initial directors:

	NAME	ADDRESS
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

## **ARTICLE IX**

The officers of the corporation shall include a President, Vice President, Secretary and Treasurer and any other officers as provided by the By-Laws. The election and terms of office for the officers shall be provided by the By-Laws.

## **ARTICLE X**

No dividend or distribution of property of the corporation shall be made until the dissolution of the corporation and upon dissolution, the assets remaining after the payment of the corporate debts shall be distributed proportionately to the members in good standing.

## **ARTICLE XI**

All deeds, conveyances and contracts shall be signed and executed by the President, and in his absence by the Vice President, and attested by the Secretary. All checks and other instruments in writing shall be executed by such officers as the Board of Directors shall from time to time by resolution or the By-Laws, determine.

## **ARTICLE XII**

The name and address of the registered agent is:

name

address

city, state, zip

**BY-LAWS  
OF  
THE \_\_\_\_\_  
FIRE FIGHTERS ASSOCIATION**

**ARTICLE I  
MEETINGS OF STOCKHOLDERS**

**SECTION 1. ANNUAL MEETINGS**

The Annual Meeting of the members for the election of directors and officers and for the transaction of any other proper business, shall be held on the first Sunday of December of each year.

**SECTION 2. GENERAL MEETINGS**

The Association shall have a monthly business meeting, the time and place to be determined by the Association. The meeting will be held on the second Wednesday of each month with the exception of December. If the general meeting falls on a legal holiday, the Association may specify another date for this meeting.

**SECTION 3. SPECIAL MEETINGS**

A special meeting of members may be called at any time by the Board of Directors or by the President, and shall be called by the President upon the written request of members of record equal to one-fifth (1/5) or more of the total number of members, such written request to state the purpose or purposes of the meeting and to be delivered to the President.

**SECTION 4. NOTICE OF MEETING**

Written notice of special meetings stating the place, day and hour and purpose of the meeting, to all members of the corporation not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the directions of the President, the Secretary or by their office or persons calling the meeting. Attendance of a person at a meeting of members shall constitute a waiver of notice of such meeting, except when the member attends for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

**SECTION 5. QUORUM**

Except as otherwise required by statute, the presence at any meeting, in person or by proxy of one-third (1/3) of the voting members of the corporation shall constitute a Quorum and in all business not otherwise provided for, a majority of votes cast shall govern.

## SECTION 6. PROXIES

Each member entitled to vote at a meeting of members or to express consent or dissent to corporate action in writing without a meeting may, authorize another person or persons to vote for him by proxy, but no such proxy shall be voted or acted upon after one (1) year from its date.

## SECTION 7. VOTING RIGHTS

Each member of the corporation shall be entitled to one vote on each issue brought on for a vote of the membership.

# **ARTICLE II OFFICERS**

## SECTION 1. OFFICERS.

The corporation should have, in addition to the President, Vice President, Secretary and Treasurer, as provided for in the Restated Articles of Incorporation, the office of Chaplain and a committee of Internal Affairs comprised of three (3) members of the corporation and the Board of Directors will be comprised of five (5) members.

## SECTION 2. TERM OF OFFICE

All officers of the corporation shall be elected to their respective office. The term of this office for the President, Vice President, Secretary and Treasurer shall be one (1) year from the date of installation in said office, however, in the event a successor is not elected prior to the expiration of the office term, the officer then holding office shall continue until the successor has been elected and installed. The term of the Board of Directors shall be three (3) years with two (2) members replaced yearly except that only one member shall be replaced each third year.

## SECTION 3. ELECTION

The candidates for the offices of the corporation, shall be selected by a nominating committee, consisting of three (3) members of the corporation who will be appointed by the President at the regular November meeting. Candidates names will be submitted at the regular December meeting for election. this section shall not exclude any member from being nominated from the floor at the time of the elections.

## SECTION 4. DUTIES OF THE CORPORATE OFFICERS

- a. The President shall preside at all regular and special meetings of the corporation. He shall preserve order and shall conduct all meetings in conformity with the Articles of Incorporation and By-Laws. He shall order all disbursements of funds held in the hands of the treasurer by counter-signing all checks. He shall appoint all committees.

b. The Vice President shall assist the President, and, in the absence of that officer, shall perform all duties of that office. If the office of President is at any time vacated, the Vice President shall become President for the remainder of the term of office. Additional duties of the Vice President shall include serving as chairman of the auditing committee composed of the Board of Directors.

c. The Secretary shall keep a true and accurate record of the proceedings of every meeting in a book that will be provided for that purpose, which shall be open for inspection by any member. In the event that the Secretary cannot attend any meeting he shall send his book of minutes in time for said meeting. He shall deliver to his successor in office all books, papers, and any other corporation property in his possession. He shall call roll at meetings and he shall notify members of special meetings. He shall attend corporate correspondence and shall perform all other duties commonly belonging to the office of Secretary.

d. The Treasurer shall keep a book containing a correct account of all money received and expended, subject to inspection at any time, and give an account of all money on hand at each regular meeting. No member of the corporation shall incur any debt unless he first obtains permission from the President.

e. The Chaplain shall maintain contact with members and their immediate family regarding health and welfare, he shall report to the President or Vice President and to the membership in general, he shall send appropriate remembrances to members and their immediate family as authorized by the President or Vice President.

f. The Committee of Internal Affairs shall initiate its duties only upon the direction of the President and shall investigate only one authorized matter at a time. Should any member feel that he and/or the corporation has been wronged by a fellow member, and the matter cannot be resolved by the President, the President shall direct the Committee to investigate the situation and report back to the President with recommendations.

g. The Board of Directors shall serve as an auditing committee to audit the Treasurers books yearly and as shall be deemed necessary by the President. The Board of Directors shall also serve as a budget committee to devise and propose a budgetary guideline for yearly operation of the corporation and other duties in the management of the corporation as provided herein.

## **SECTION 5. REMOVAL OF CORPORATION OFFICERS FROM OFFICE**

Any officer of this corporation who, in the opinion of the members of the corporation, is not performing his duties as set forth herein, shall be subject to dismissal from office. The committee on Internal Affairs shall investigate the action of the officer and make a full report to the membership at a general or special meeting. At that time or at a determined latter date the membership shall vote on the dismissal of the officers with a two-thirds (2/3) vote required for removal from office. An officer of the corporation thus being vacated may either be filled through appointment or by election.

**ARTICLE III**  
**CORPORATE SPENDING AND PROPERTY**

**SECTION 1. MEMBER SPENDING**

No member shall incur any debt greater than \$10.00 but less than \$50.00 unless he first obtains permission of the President and one of the offices of Vice President, Secretary or Treasurer. No member of the corporation shall incur any debt in excess of \$50.00 unless he receives prior approval by a majority of those present at a regular meeting of the corporation. Re-occurring debts shall be exempt from the above requirements. The Treasurer shall pay bills per these directives.

**SECTION 2. CORPORATE PROPERTY**

All property purchased or received by the corporation shall immediately and automatically become the property of the Fire Department of the City of \_\_\_\_\_ unless items are specifically excluded by a two-thirds (2/3) vote of the voting membership.

**ARTICLE IV**  
**MEMBERSHIP AND CONDUCT OF MEETINGS**

**SECTION 1. MEMBERSHIP**

During the first six months of membership members of the corporation shall not have voting privileges. During the first twelve (12) months of membership, a corporate member shall not be allowed to hold the offices of President, Vice President, Secretary or Treasurer. Any member of the Fire Department and Association who violates any part of the Articles of Incorporation or By-Laws may be subject to dismissal from the Fire Department upon recommendation of two-thirds (2/3) of the Fire Department members and upon concurrence by the Fire Chief. Leaves of Absence from the association shall coincide with leaves of absence from the Fire Department.

**ARTICLE V**  
**AMENDMENTS TO ARTICLES OF INCORPORATION,  
BY-LAWS AND VOTING**

**SECTION 1**

The Articles of Incorporation may be amended when the Board of Directors set forth the proposed amendment and directing that it be submitted to vote at a meeting of the members entitled to vote thereon which may be either an annual, general or special meeting. Upon written request of at least five percent (5%) of the members entitled to vote on amendments or Articles of Incorporation, the Board of Directors shall adopt a resolution setting forth the amendment proposed by such members and directing that it be submitted to the next meeting of the members entitled to vote thereon held not more than ninety (90) days after the date of the filing of the request of the members with the Secretary of the Corporation. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote at such meeting within the time and in

the manner provided in this chapter for the giving of notice of meetings of members. The proposed amendment shall be adopted upon receiving at least two-thirds (2/3) majority of the total membership.

## **SECTION 2. THE POWER TO ALTER**

The power to alter, amend or repeal the By-Laws or adopt new By-Laws shall be vested in the Board of Directors and a majority vote thereon by the Board of Directors shall control.

## **SECTION 3 SECRET BALLOT**

If a majority of voting members present at any regular or special meeting elect to call for secret ballot of the entire voting membership on a particular question, the President shall so instruct and assist the Secretary in polling, in an appropriate manner, the entire voting membership. This procedure must be initiated prior to the call for a vote on any particular question. In the case of a polling of the entire voting membership, a majority of votes cast shall govern, except in the cases in which a two-thirds (2/3) majority is required.

# **ARTICLE VI**

## **SUGGESTED ORDER OF BUSINESS**

- Section 1. Reading of minutes of previous meeting and action thereon.
- Section 2. Introduction of new members and guests.
- Section 3. Reports of committees.
- Section 4. Unfinished business.
- Section 5. New business and communications (elections at annual meeting).
- Section 6. Fire Department Activity Report.
- Section 7. Treasurer's Report (including bills, etc.).
- Section 8. Sickness and absentee report
- Section 9. Roll Call.
- Section 10. Adjournment.

# **ARTICLE VII**

## **SUGGESTED RULES OF ORDER**

- Section 1. The President shall take the chair, the officers and members shall take their respective seats, and at the sound of the gavel there shall be general silence, at which time the President shall call for the Pledge of Allegiance to the Flag.

- Section 2. Each member, while speaking, shall stand respectfully and address the chair, confining himself to the question under debate, and avoid all personal or sarcastic language.
- Section 3. No member shall be interrupted while speaking, except to call him to order or for the purpose of explanation.
- Section 4. If a member, while speaking, be called to order, he shall take his seat at the request of the chair until the question of order is decided, when, if permitted, he may proceed again.
- Section 5. No member shall speak more than twice on the same subject or question without the permission of the chair.
- Section 6. No motion shall be subject to debate until it has been duly seconded and started by the chair.
- Section 7. Before putting the question before the group, the chair shall ask, "Is the Association ready for the question?" If no member rises to speak, he shall put the question before the group and all debate shall cease.
- Section 8. Any member may excuse himself from serving on a committee if, at the time of his appointment, he is a member of two other committees.
- Section 9. No committee can be discharged until all debts contracted by it are paid.
- Section 10. A motion to lay a question on the table shall be decided without debate.
- Section 11. A motion to adjourn is not in order until routine business is dispensed with.

## DOCUMENT #4

Since no city or township can provide or finance fire protection capability to fight fires in its larger structures, a system of mutual aid is an important and economical tool in the fire protection arsenal.

The success of a written agreement lays in its planning, before the emergency and subsequent cooperative training. The agreement also provides an agreed upon framework for mutual aid response to emergency scenes.

The attached Agreement for Mutual Aid Fire Protection in and Surrounding Johnson County, Iowa, was developed by the Johnson County Mutual Aid Association and has been reproduced with their permission. It is provided as a sample for other organizations considering the development of a similar agreement.

**AGREEMENT FOR MUTUAL AID FIRE PROTECTION  
IN AND SURROUNDING JOHNSON COUNTY, IOWA**

This agreement is made pursuant to Chapter 28E, Code of Iowa, between any and all of the following: City of Coralville, Iowa; City of Hills, Iowa, City of Iowa City, Iowa; City of Lone Tree, Iowa; City of North Liberty, Iowa; City of Oxford, Iowa; City of Riverside, Iowa; City of Shueyville, Iowa; City of Solon, Iowa; City of Swisher, Iowa; City of Tiffin, Iowa; City of University Heights, Iowa; City of West Branch, Iowa; Fremont, Lincoln and Pleasant Valley Fire Association; Tiffin Fire Association; Jefferson-Monroe Fire Department, Inc.; Kalona Volunteer Fire Department; Tri-Township Fire Department.

WHEREAS, the fire departments or fire districts of all the undersigned parties are members of the Johnson County Mutual Aid Association; and

WHEREAS, a stated purpose of the Association is to provide mutual aid in fire protection and fire prevention; and

WHEREAS, occasions may arise whereby extra alarm fires or other emergencies would exhaust the available fire fighting equipment maintained by one of the parties herein; and

WHEREAS, in such a situation the availability of additional fire fighting personnel and equipment from outside sources might well avert disastrous results; and

WHEREAS, Chapter 28E, Code of Iowa, provides that powers, privileges or authority exercised by a public agency of this state may be exercised jointly with any other public agency of this state having such powers, privilege, and authority; and

WHEREAS, the parties hereto are desirous of entering into a 28E agreement to render fire and emergency assistance upon a reciprocal basis.

THEREFORE, THE PARTIES HERETO mutually agree to give fire and emergency assistance when needed on a reciprocal basis under the following terms and conditions:

**Section 1. Authority to Respond to Provide Assistance**

The power to make a request for assistance or to provide aid under this agreement shall reside in the member department fire chief or his official designee only. The purposes of this agreement, the "requesting department" shall mean the fire chief or designee asking for assistance and the "responding department" shall mean the fire chief or designee sending assistance. Any member department shall have the right to request assistance from any other member department or departments, subject to the terms and conditions of this agreement. For the purpose of this agreement, the terms "member department" and "member" shall mean the fire department of the respective parties hereto.

**Section 2. Situation Where Assistance is Requested**

A member department may request assistance from another member department only when the requesting department has concluded, based upon actual circumstances that such assistance is essential to protect life and/or property at a location afforded fire protection service by the requesting department.

### **Section 3. Response to Request**

Upon request, a responding department, upon determination that an emergency situation exists and subject to the availability of manpower and equipment, shall dispatch fire fighting personnel and equipment to aid the requesting department.

### **Section 4. Personnel and Equipment Provided**

The requesting department shall include in its request for assistance the amount and type of equipment and number of personnel required, and shall specify the location where the personnel and equipment are needed.

The final decision on the number and the amount and type of equipment to be sent shall be solely that of the responding department. The responding party shall be absolved from liability in connection with all acts associated herewith provided that the final decision is made with reasonable diligence.

No member department shall make any claim whatsoever against another member department for refusal to send the requested equipment or personnel where such refusal is based on the judgment of the responding department that such personnel and equipment are needed to protect the district of the responding department.

### **Section 5. Command at Fire Scene**

The responding department personnel and equipment shall report to the command officer of the requesting department who shall be in charge at the fire location unless he/she specifically relinquishes this authority to another officer. The command officer shall have the power to issue reasonable orders and directives, responding officers will then act on said orders.

The responding department personnel and equipment shall be released by the requesting department when the services of the responding department are no longer required or when the responding department personnel and/or equipment are needed in their home districts. Responding department personnel and equipment may withdraw from the requesting district upon giving notice to the command officer at the fire location that they are needed in their home district.

It is understood that the purpose of this section is to maintain order at the fire scene and shall not be construed to establish an employer/employee relationship.

### **Section 6. No Reimbursement for Costs**

No member department shall be required to reimburse any other member department for the cost of providing the services set forth in this agreement. Each member department shall pay its own costs (salaries, repairs, materials, compensation) for responding to the requests of other member departments. However, the requesting department shall provide without charge, such additional fuel as may be required by the responding department to carry on the combined fire fighting efforts after its initial fuel supply is depleted, plus sufficient fuel to fill their fuel tanks before they return to their home district. Further, the requesting department shall reimburse the responding department(s) for the cost of special materials, such as but not limited to, foam or other special materials, specifically requested by the requesting department and which are provided by the responding department and utilized at the site of assistance.

## **Section 7. Liability**

Employees of any member department acting pursuant to this agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment with their member department. Under no circumstances are they to be considered employees of any other jurisdiction, but rather shall be considered to be employees of their member department.

Each party hereto shall bear the liability and/or cost of damage to its member department's equipment and the death of or injury to its member department's personnel, whether the death, injury or damage occurs at a fire in the member's own fire protection area, or in a fire protection area where the firefighter is working as a member of a responding department. Each party shall provide appropriate and reasonable insurance for its member department's personnel who may suffer injury, disability, or death and/or are involved in loss or damage to private property, and/or death of or injury to private individuals in the performance of official duties while assisting another member department under the terms of this agreement and shall supply proof of such reasonable insurance to the other parties hereto by providing a certificate thereof.

Each party hereto shall be responsible for defending against claims made against it or its member department or personnel and arising from its participation in this agreement. The parties hereto shall not be obligated by this agreement to defend against claims made against other parties hereto, or against the member departments or personnel of said parties.

## **Section 8. Township Agreements**

The cities and independent fire districts which are parties hereto and which have fire protection agreements with each other wherein the independent fire district is a fire protection provider for the respective city agree to maintain such agreements in force and to provide copies of same to the other parties hereto by attaching copies of such existing agreements to this agreement thereby incorporating them and making them part of this agreement, and by promptly notifying in writing the other parties of any amendment, renewal, or termination of such agreements, including the changing of fire district lines. In the event such an agreement lapses, there shall be no further obligation by the other parties hereto to respond to a request for assistance within the fire protection area covered by such lapsed agreement.

## **Section 9. Term of Agreement**

This agreement shall be in full force and effect upon execution by all parties hereto and the filing and recording thereof as provided in Section 12. The agreement shall have a term of three (3) years from the date of execution and thereafter shall continue in effect from year to year. The agreement may be amended by agreement of all parties. Any party may withdraw from the agreement by giving thirty (30) days written notice to each of the other parties hereto by certified mail in which case said notifying party shall be deleted from further operation of the agreement.

## **Section 10. Administration of Agreement**

This agreement shall be administered by the Johnson County Mutual Aid Association, which shall periodically review said agreement and attempt to resolve any problems which may arise in carrying out said agreement.

**Section 11. Notices**

Any written notice as required in this agreement shall be sent to the address of the respective parties as shown on the execution portion of this agreement.

**Section 12. Prior Fire Mutual Aid Agreements**

This agreement supersedes any and all prior fire mutual aid agreements between and among the parties or their respective member departments.

**Section 13. Filing and Recording**

Upon execution by all parties hereto, this agreement shall be filed with the Secretary of State and recorded with the Johnson County Recorder.

IN WITNESS THEREOF, the parties hereto have duly executed this agreement effective on the date(s) as shown below.

CITY OF IOWA CITY, IOWA  
Iowa City Civic Center  
410 E. Washington  
Iowa City, Iowa 52240

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

Attest: \_\_\_\_\_

Date \_\_\_\_\_

CITY OF CORALVILLE, IOWA  
Coralville City Hall  
Coralville, IA 52241

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

Attest: \_\_\_\_\_

Date \_\_\_\_\_

*Each City Council should pass a resolution approving the mutual aid agreement and all parties sign*

## DOCUMENT #5

Iowa law requires both cities and townships to provide fire protection. Each city and township can form its own fire department. Outside the larger population areas of the state, this may be impractical because of costs.

One solution for those cities and townships which cannot afford their own fire department is provided in Chapter 28E of the Code of Iowa:

"The purpose of this chapter is to permit state and local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and to cooperate in other ways of mutual advantage. This chapter shall be liberally construed to that end."

The Chapter allows public agencies to enter into agreements with one another or with private agencies and prescribes the process for doing this. Follows is a model "Fire Protection Agency Charter Agreement" in accordance with the provisions of this Chapter 28E.

Some of the key features of the agreement are:

1. It provides for administration of the fire agency by a joint board which is made up of representatives of the city(s) and the townships.
2. It specifies the powers and responsibilities of the board and the fire chief.
3. It provides a means of calculating each party's fair share of the expenses

# FIRE PROTECTION AGENCY CHARTER AGREEMENT

This FIRE PROTECTION AGENCY CHARTER AGREEMENT is adopted and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the City Council for the City of \_\_\_\_\_, Iowa; the Board of Trustees for \_\_\_\_\_ Township, \_\_\_\_\_ County, Iowa; the City Council for the City of \_\_\_\_\_, Iowa; and the Board of Trustees for \_\_\_\_\_ Township, \_\_\_\_\_ - County, Iowa as follows:

## ARTICLE I NAME AND DURATION

There is hereby created a joint administrative agency to be known as the \_\_\_\_\_ FIRE AGENCY (hereinafter known as the Agency) to commence \_\_\_\_\_ 1, 19\_\_\_\_, and shall be automatically renewable on July 1, \_\_\_\_\_, for two year periods thereafter unless sooner terminated as hereinafter set forth.

## ARTICLE II PARTIES

The signatory public agencies who are parties to this Agreement are the City of \_\_\_\_\_, Iowa; \_\_\_\_\_ Township, \_\_\_\_\_ County, Iowa; the City of \_\_\_\_\_, Iowa; and \_\_\_\_\_ Township, \_\_\_\_\_ County, Iowa.

## ARTICLE III LOCATION

The headquarters or registered office of this Agency shall be located at \_\_\_\_\_, County, Iowa and the registered agent for the Agency shall be the secretary-treasurer of the Agency at said address.

**ARTICLE IV  
PURPOSE AND AREA**

This Charter Agreement is executed for the purpose of establishing a fire protection agency for fire protection and aid and assistance in other emergencies or disasters relating to life or property, all in accordance with and under the provisions of Chapter 28E of the Code of Iowa.

The area represented by the public entities involved in this charter and which is to be afforded fire protection includes the incorporated City of \_\_\_\_\_, Iowa; that portion of \_\_\_\_\_ Township, \_\_\_\_\_ County, Iowa, lying outside the corporate limits of the City of \_\_\_\_\_ and the City of \_\_\_\_\_, Iowa/ the incorporated City of \_\_\_\_\_, Iowa; and that portion of \_\_\_\_\_ Township, \_\_\_\_\_ County, Iowa, lying outside the corporate limits of the City of \_\_\_\_\_ and the City of \_\_\_\_\_, Iowa.

**ARTICLE V  
ORGANIZATION**

This joint administrative Agency shall be managed by a Board of Directors of (five (5)) members who shall hold office for terms of two (2) years, each commencing July 1, 19\_\_, or until their successors are duly appointed and qualified. The initial Board of Directors shall hold office until July 1, 19\_\_.

Each of the city councils of the member cities shall appoint one member of the Board of Directors and each of the Boards of Trustees of the respective townships shall appoint one member of the Board. The Chairman of the Board of Supervisors of \_\_\_\_\_ County, Iowa, shall call and chair a joint meeting of the initial (four) members of the Board of Directors for the purpose of electing a (fifth) member to the Board. Each township and city a party to this Agreement and represented by a director shall be entitled to one vote. In case of a tie vote at the organizational meeting the Chairman of the Board of Supervisors shall cast the deciding vote. The first order of business shall be the certification of the (four) directors, one from each of the (four) taxable entities involved in this Agreement. Following the certification, a (fifth) director-at-large shall be elected by the (four) directors. Such a person shall be an eligible elector from one of the areas a party to this Agreement and when elected shall be entitled to one vote.

Thereupon a chairman of the Board of Directors shall be elected by the Board to serve until the next July first and the elected chairman shall then take over the chair. A chairman shall serve for a two year term thereafter.

The board of Directors shall then elect a vice-chairman from among the members to serve for the same periods as the chairman and shall appoint a secretary-treasurer who need not be a member of the Board or an elector from the participating cities or townships.

A vacancy in a representative director's seat shall be filled for the unexpired term by the public entity represented by that director. A vacancy in the director-at-large post shall be filled for the unexpired term by the remaining members of the Board of Directors, but in case of a tie vote the Chairman of the Board of Supervisors shall be called upon to cast a deciding vote.

The Agency shall hold an annual meeting of all of the members on the second Monday of January each year at which time it shall approve a budget for the Agency and such other business as deemed necessary.

The Board of Directors shall adopt By-Laws providing for the notice and agenda for the annual meeting in accord with the state open meetings law, providing for monthly and special meetings of the Board, providing for special meetings of the Agency, establishing voting quorum, providing for any change of location of the headquarters office when necessary, designating the banking depository and adopting the necessary rules and regulations for the proper operation of the business of the \_\_\_\_\_ Fire Agency.

## **ARTICLE VI POWERS**

The Agency in addition to powers granted to the member public agencies for fire protection under other provisions of the Iowa code, shall have all of the powers, duties and responsibilities authorized under Chapter 28E, Code of Iowa, including acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking. However, when bonding is requested by the Agency, it shall be limited to no more than one-fourth (1/4) of the bonding capacity of each participating public agency calculated before consideration of any debt outstanding in that city. The general obligation bonds must be issued by the governing bodies of the individual public agencies which are signatory to this Agreement.

The Board of Directors shall have customary administrative powers for the receipt and disbursement of monies, for the appointment of a fire coordinator and all personnel matters, for obtaining insurance, and for the day to day operations of the Agency. Such action may be taken by a simple majority vote of the members of the Board.

Those powers of the Board to be used, such as fixing user fees, major contracting with public or private agencies, adopting tentative budgets, proposing the incurring of indebtedness, acquiring and disposing of land and other capital assets shall require a four-fifths (4/5) vote of all of the members of the Board.

## **ARTICLE VII FINANCE AND BUDGET**

The expenses and costs of operating the Agency for the provision of the necessary fire protection shall be borne and paid for as fairly as possible commensurate with the number of people served, fiscal capacity and use of service, and shall be apportioned upon the taxable value of each area being served, the annual total number of fire calls of the area, and the population of the area served for each public agency as formulated below:

The share of costs of operating this Agency shall be determined on the basis of the following formula:

$$\text{Share of costs} = \frac{\%TV + \%FC + \%Pop}{3}$$

**Where: TV = Taxable Value of Area Being Served**

**FC = Annual Total of Fire Calls of Area**

**Pop = Population of Area Served**

Initially, if there is not sufficient information to obtain an annual total of fire calls of each area, said factor will be omitted for the first year and shall be worked into the formula as actual fire experience is developed. The formula shall be recalculated annually.

Each township which is a party to this Agreement shall contribute its share of the financial support by levying a fire tax as necessary to meet its share and as authorized by law and each city shall appropriate to its fire service activity account a sum sufficient to meet its share of the Agency's costs.

Any fire hydrant rental for city itself shall not be included in the city share. Each township will pay into the Agency its share of the costs as township tax funds are received from the \_\_\_\_\_ County Treasurer and each city shall forward one-fourth of its share by September 15th and an added one-fourth of its share by the 15th of December, March and June of that fiscal year.

Prior to the annual meeting of the Agency, the Board of Directors shall prepare and tentatively adopt a budget for the fiscal year that starts July 1 next following the annual meeting. The budget shall be submitted to the (four) public agencies at least ten (10) days prior to the annual meeting. The budget shall be finally adopted and approved by the participating public agencies at the annual meeting of the Agency.

## **ARTICLE VIII CONTRIBUTIONS OF PROPERTY**

The parties of this Agreement presently own certain fire protection facilities and equipment. These facilities and equipment, if acceptable, shall be turned over to the Agency. A monetary value shall be established for such facilities and equipment before they are turned over to this Agency. The valuations are to be determined by each contributing party, subject to approval of the majority of the Board of Directors.

The secretary-treasurer of this Agency shall keep a record of the vested interests of each party and annual credits may be given to the parties on the basis of the following schedule:

1. Fire apparatus shall be depreciated on the basis of 3/4 of the value in the first ten years and 1/4 of the value in the next five years.
2. Buildings shall be depreciated on a 25-year schedule.
3. Other fire equipment such as hose, nozzles, protective equipment, breathing apparatus, etc. shall be depreciated on a ten year schedule.
4. Equipment fully depreciated but usable will remain on the books at salvage value.

Buildings for housing fire equipment may be rented from the parties to the Agreement owning such facilities or from other entities.

The secretary-treasurer shall keep an inventory of all of the property of the Agency and each participating party shall have a vested interest in that property in proportion to the formula contribution of that party to the Agency.

Where the vested interests of any of the parties exceeds its formula share, interest will be figured on such excess as a part of such party's annual contribution to the Agency.

## **ARTICLE IX WITHDRAWAL AND TERMINATION**

In the event that a public entity which is a party to this Agreement desires to withdraw from this Agency, a written notice of the withdrawal completed by the end of the fiscal year in which the notice is given. The vested interests of the public agency withdrawing shall be determined as set forth in previous articles of this Agreement. Necessary adjustments shall be made on the basis of outstanding debts and obligations, and if possible, the equipment and facilities contributed by the public agency shall be returned. Full settlement shall be made by the end of the fiscal year at which time the party withdrawing shall no longer participate in this Agency.

Complete termination of this Agreement shall result when (three) or more of the public agencies involved give written notice of withdrawal. Upon dissolution and termination, a complete accounting and inventory shall be made, all debts and obligations shall be paid and the remaining assets distributed to the participating public agencies as their interests may appear and facilities and equipment returned to the contributing public agency involved. Other assets owned by the Agency may be sold and the proceeds distributed as may be agreed to by the parties at time of dissolution.

## **ARTICLE X SERVING OTHER AREAS**

If the Agency wishes to serve a township or a part of a township or a city or a part of a city not parties to this Agreement on an annual basis it may do so long as the fee assessed and collected is equal to what the assessment would be under the formula used for the original public agencies involved herein, calculated after considering the new costs and depreciation on inventory.

## **ARTICLE XI AREA FIRE DEPARTMENT**

The Agency shall establish a fire department to serve the areas covered by this Agreement. The board of Directors shall appoint a fire coordinator who shall be appointed or reappointed annually and

sworn in by the Board.

The fire coordinator will be in charge and command of the fire department operations. The fire coordinator will not be a member of the Board of Directors and no member of the Board will have any authority in fire ground operations. The fire coordinator may be removed from office at any time, for good cause shown by the Board of Directors acting at a regular meeting or a special meeting called for that purpose.

The fire coordinator shall prepare the rules and regulations for the management and operation of the fire department including methods of selection and qualifications of fire fighters and submit the rules and regulations to the Board of Directors for approval. The fire coordinator shall appoint and/or approve the District Fire Chiefs and other necessary fire officers from among the fire fighters, which officers shall take command in his absence in accordance with established fire ground procedures for command.

The fire coordinator shall have complete responsibility for the management of the fire department, appointment and dismissal of personnel, training of personnel, care of equipment and for fire fighting operations. Dismissals from the department shall be reported to the Board of Directors by the fire coordinator with a statement of the reasons for the dismissal.

## **ARTICLE XII AMENDMENTS**

As required by Section 28E.8, Code of Iowa, this Charter Agreement before going into effect must be filed with the Secretary of State and recorded with the County Recorder of \_\_\_\_\_, Iowa. Amendments to the Charter Agreement may be introduced at the annual meeting or at a special meeting of the Agency called for that purpose. Any amendment, before adoption, must receive unanimous approval of the governing bodies of the public agencies who are signatories to these Agreement.

An amendment is required to add another public agency as a signatory party to this Charter Agreement.

Any duly adopted amendments to the Charter Agreement shall be filed with the Secretary of State and recorded in the office of the \_\_\_\_\_ County Recorder, \_\_\_\_\_, Iowa.

A copy of this Charter Agreement, and any amendments thereto hereafter adopted will be filed with the State Fire Marshal.

DATED, signed and sealed by the parties hereto the day and year first above written.

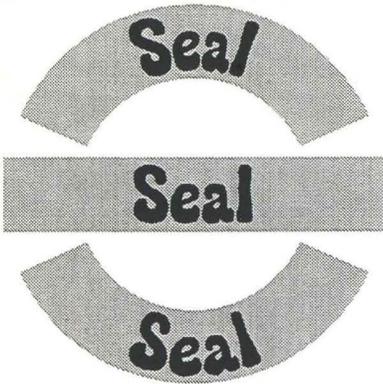
ATTEST:

City of \_\_\_\_\_, Iowa

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

Authorized by City Council Resolution No. \_\_\_\_\_, \_\_\_\_\_



ATTEST:

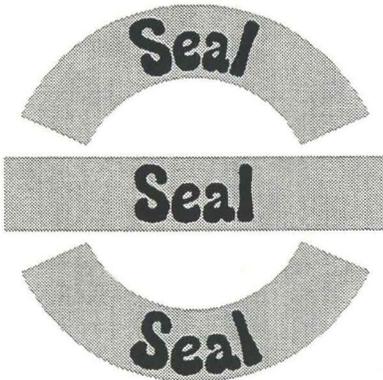
Township of \_\_\_\_\_,

\_\_\_\_\_ County, Iowa

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Chairman, Board of Trustees

Authorized by Township Resolution No. \_\_\_\_\_, \_\_\_\_\_  
Date



All other governments shall be listed and their approvals set out similarly to the above.

## DOCUMENT #6

Iowa Code Chapter 28 E also describes a method in which two government agencies may enter into a contract. The most common example is a township contracting with a city to provide fire protection. Here, a new fire protection agency is not formed. Instead, the city agrees, under the contract, to furnish fire protection utilizing the personnel and equipment of the city fire department.

# AGREEMENT AND CONTRACT FOR FIRE PROTECTION

Between the

City of \_\_\_\_\_, and \_\_\_\_\_ County, State of Iowa

and

\_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ Townships,

\_\_\_\_\_, County, State of Iowa.

1. This agreement and contract shall be between the City of \_\_\_\_\_, and \_\_\_\_\_ townships, hereafter referred to as "the Townships".
2. It is agreed hereby that the City will furnish fire protection and other emergency services as set forth in "Exhibit B" for all rural property in the Townships (within the areas outlined on Exhibit "A", attached and included by reference hereto).
3. It is further agreed that the City will own, maintain, house and staff the fire protection and other emergency equipment used under this Agreement. The equipment provided shall meet or exceed the standards set by the National Fire Protection Association.
4. It is agreed that the Trustees of Each Township will levy enough taxes within the tax limitations prescribed by Iowa State Law to pay for the Township's agreed upon share of the fire and emergency equipment maintenance, replacement and all other necessary expenditures to provide fire protection to the signatories.
5. It is further agreed that the City will pay \_\_\_\_\_ percent of the actual costs incurred for fire protection for the City and Townships. Payment of hydrant rental shall not be considered as a cost under this Agreement, being the sole responsibility of the City.

Alt. 5. The amounts that each party to this Agreement shall pay shall be based on the following formula:

$$\text{Share of costs} = \frac{\%TV + \%FC + \%Pop}{3}$$

**Where: TV = Taxable Value of Area Being Served**

**FC = Annual Total of Fire Calls of Area**

**Pop = Population of Area Served**

Initially, if there is not sufficient information to obtain the annual total of fire calls of each area, said factor will be omitted for the first year and then included in the formulas as actual fire experience develops.

6. In order to determine the amount required for fire protection there is hereby created a Fire Advisory Board consisting of one trustee from each Township, one elected official of the City and the Fire Chief of the City, which board shall consider and advise the city council on the annual budget for the operation of the department and for all major expenses and purchases of new fire vehicles and equipment. The budget for expenditures for fire protection shall be submitted to the council of the City along with the intergovernmental revenue agreed upon as city revenue not later than January 15th prior to the time of tax asking by the City for the ensuing fiscal year.

7. It is agreed that the Township's treasurers shall promptly transmit, on or before December first and June first each year all tax monies received during the six months immediately preceding said dates resulting from the first protection levies for the money to pay costs agreed to under this contract.

8. It is agreed that the City's fire equipment may be used in fire protection areas outside the area covered by this Agreement in accordance with mutual aid agreements between the City and other cities to assist each other in the event of an extraordinary emergency.

9. This Agreement shall be in effect for the two years ending June 30, 19\_\_, 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 and township trustees made at least thirty (30) days prior to February first next preceding the above date or any subsequent February first thereafter.

10. The clerk of the City shall cause this contract agreement to be recorded in the office of the county recorder and filed with the Secretary of State prior to the effective date of this Agreement which shall be deemed effective fifteen days subsequent to the last date of approval, below, by the governing bodies designated.

Approved by the City Council of the City

of \_\_\_\_\_, Iowa

\_\_\_\_\_ Date \_\_\_\_\_  
*typed name*, Mayor

\_\_\_\_\_ Date \_\_\_\_\_  
*typed name*, City Clerk

Approved by the Board of Trustees of

\_\_\_\_\_ Township on date

\_\_\_\_\_ Date \_\_\_\_\_  
*typed name*, Trustee

\_\_\_\_\_ Date \_\_\_\_\_  
*typed name*, Trustee

\_\_\_\_\_ Date \_\_\_\_\_  
*typed name*, Trustee

\_\_\_\_\_ Date \_\_\_\_\_  
*typed name*, Township Clerk

Approved by the Board of Trustees of

\_\_\_\_\_ Township on date

\_\_\_\_\_ Date \_\_\_\_\_  
typed name, Trustee

\_\_\_\_\_ Date \_\_\_\_\_  
typed name, Trustee

\_\_\_\_\_ Date \_\_\_\_\_  
typed name, Trustee

\_\_\_\_\_ Date \_\_\_\_\_  
typed name, Township Clerk

Approved by the Board of Trustees of

\_\_\_\_\_ Township on date

\_\_\_\_\_ Date \_\_\_\_\_  
typed name, Trustee

\_\_\_\_\_ Date \_\_\_\_\_  
typed name, Trustee

\_\_\_\_\_ Date \_\_\_\_\_  
typed name, Trustee

\_\_\_\_\_ Date \_\_\_\_\_  
typed name, Township Clerk

Note: This is a guide document, modify to fit the circumstances.

## DOCUMENT #7

Iowa law allows both townships and cities to accumulate funds for purchase of fire equipment, stations, apparatus, etc. The townships and cities may accumulate money in a trust fund. This allows a community, for instance, to establish a depreciation schedule for a fire pumper or a fire station and budget an amount of money each year for its replacement. The money is kept in an interest bearing trust fund.

The advantages of establishing a "savings account" are obvious. Building a capital account is an excellent management tool that a well run fire department should consider. From a public policy viewpoint, it partially shifts the burden of fire protection for the future on today's residents. However, it may also save many of the problems and debates associated with purchasing a new fire truck or station in the future.

Following are two sample resolutions for establishing a trust fund.

**RESOLUTION NO. (1)**

**A Resolution Establishing the Goal of Replacing Fire Truck(s)\* at Twenty-Year Intervals.**

Be it resolved by the City of \_\_\_\_\_, Iowa:

Section 1. The City Council is requested to order the financial officers of the City to establish a *Fire Truck Replacement*\*\* trust fund for the purpose of *replacing fire trucks at twenty-year intervals*\*\*. (It is the intent to use this fund upon its reaching the total of \$\_\_\_\_\_, estimated to need appropriation from this trust fund in fiscal year 19\_\_\_\_ for that purpose.) (or add statement" This is to be matched with general obligation bond proceeds of \$\_\_\_\_\_ and (*other source*, of \$\_\_\_\_\_") The Department will request a sum each year towards the depreciation of existing truck(s). The fund shall be invested and interest added to the fund. Donations for the fire department or proceeds of fire department benefits shall also be deposited in this fund for future appropriation for the purposes stated herein.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Clerk

\*or this can be "**Purchasing Fire Equipment,**" or "**Purchasing a Building for a Fire Station,**" or "**Rehabilitation of a Fire Station,**" or "**Construction of a Fire Station.**"

\*\*or "**Fire Equipment,**" or "**Fire Station Rehabilitation,**" or "**New Fire Station,**" and state the purpose in conformity with the title of fund, as above.

**RESOLUTION NO. (2)**

**A Resolution Establishing a Fire Truck Replacement Trust Fund to Receive Various Donations and Annual Charges for the Replacement of a City Fire Truck.**

Be it resolved by the Council of the City of \_\_\_\_\_, Iowa:

Section 1. Upon the request of the \_\_\_\_\_ fire department, the City Clerk and Treasurer are directed by this resolution to establish upon their books of accounts a *Fire Truck Replacement* trust fund. All donations received for the purpose of said trust fund shall be credited by them to that fund. The council may also, when the fire department in its annual budget requests, allow a sum to be transferred from the fire protection activity account of the General Fund to the *Fire Truck Replacement* trust fund towards building up a capital reserve for replacement of fire truck(s). No money shall be expended from this trust fund *except upon an appropriation of the Council* to the fire protection activity account. The appropriation shall be expended only for the purpose set forth in this resolution. The treasurer is also directed to invest the money in this fund and add the interest to the fund.

Donations received are conditioned that those sums will only be spent for the purpose set out herein, and no donation given for the purpose set out shall be used for any other purpose without the express approval of the donors.

Section 2. This resolution shall be effective upon its passage and approval in accordance with law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
Clerk

## **APPENDIX A**

### **PURCHASING AND UNDERSTANDING INSURANCE COVERAGE**

Fire departments and their parent cities or townships have responsibilities and obligations to their citizens. Whenever obligations or responsibilities are assumed, the matter of insurance should be considered. Insurance is a management tool used by individuals, businesses and governments. Stated very simply, purchasing insurance is paying someone else to assume a risk you are unwilling to assume. In the simplest form, then, a city or township, on behalf of its fire department purchases insurance for some loss it is unable or unwilling to pay.

#### **Responsibilities of your organization**

Each fire service organization is responsible for its conduct and method of operation, as governed by case law and state statutes. These responsibilities include, but are not limited to: fire suppression, fire prevention, building code enforcement, emergency medical assistance and transportation, rescue, extrication and hazardous materials spill response.

With this responsibility, the public expects the fire department to:

- ◆ provide a professional service
- ◆ provide service quickly and safely
- ◆ keep and maintain accurate records and report of
  - alarms and other emergencies
  - equipment
  - personnel
  - training
  - finances
- ◆ know and practice fire fighting, emergency medical service, rescue and hazardous materials spill mitigation standards of good practice (such as described by the National Fire Protection Association, state and federal agencies)
- ◆ In the event of a law suit, to cooperate fully with defense counsel and your insurance carrier

#### **Rules of Insurance Services Office (ISO):**

The insurance industry, meaning individual companies, adhere to the rules promulgated by ISO. Such rules do not allow two separate and individual entities to be insured together under one policy.

## ***APPENDIX A Continued***

An example of two separate and individual public entities would be two fire departments each with their own governing bodies; a city fire department governed by a city council and a rural or township fire department governed by Trustees. These entities should not be insured together under one policy as the insurance coverage will be restricted and may not exist for one of the entities.

### **ISO and the Insurance Industry:**

The insurance industry finances ISO (Insurance Services Office, Inc.) through fee and contributions. ISO creates the policy forms and suggested rating or loss costs that the individual insurance company will use to insure a fire (department) service organization.

ISO cannot always provide the correct or updated legal liability coverage or physical damage vehicle coverage with the publication of their policy coverage forms used by the insurance industry.

However, the marketplace does possess insurance agents who know and understand the fire service and have designed insurance coverage that meet the needs of the individual fire department. These insurance coverages are approved by state insurance departments and are provided by only a small number of specialized insurance companies.

When purchasing your insurance coverage you should consult with one or more insurance agents who specialize in fire service organizations insurance programs.

### **Immunity in Iowa:**

Volunteers who are firefighters, certified for EMS or act as Trustees are immune from civil liability as individuals.

However, the governmental entity for which these individuals perform their services is not immune from civil liability. Hence, the city, rural or district Fire-EMS-Rescue entity may be sued for the actions of their rostered members and Trustees.

### **Insurance Coverage:**

When you purchase insurance coverage you are transferring your financial risk to be assumed by an insurance company.

Your financial risks can be categorized as (1) those risks you do not wish to retain because the financial loss would be too great, (2) those risks you might consider retaining, (3) those risks which may be retained because it is unnecessary to insure. Insurance coverages listed by category are:

*APPENDIX A Continued*

- (1) Insurance coverage purchased because the financial risk is too great to assume:
  - ◆ Public and Professional Liability
  - ◆ Vehicle Operational Liability
  - ◆ Real Property
  - ◆ Workers Compensation
  - ◆ Excess/Umbrella Liability
  
- (2) Some or all of the financial risk could be assumed with proper management/budget techniques:
  - ◆ Vehicle Physical Damage
  - ◆ Fire fighting equipment and gear
  - ◆ Communications equipment
  - ◆ Siren, Tower, Watercraft, Etc.
  - ◆ Crime/Employee Dishonesty
  
- (3) Dependent upon the extent of the financial risk, these coverages may be considered unnecessary:
  - ◆ Accident and Health
  - ◆ Vehicle Physical Damage (older units)
  - ◆ Fire fighting equipment and gear
  - ◆ Communications equipment
  - ◆ Siren, Tower, Watercraft, Etc.
  - ◆ Crime/Employee Dishonesty

Budget considerations, financial plans and management of your operational risks should all be taken into consideration when purchasing insurance coverage. Plan and manage your insurance purchases as you would apparatus and equipment purchases or constructing a fire station. Establish a long term relationship with your hometown/local insurance agent so that such agent understands your needs, operational risks and financial plans. Future planning and communications are paramount in any relationship.

This insurance information presented is dated, therefore, case law, statutes, marketplace conditions and coverage forms will change. It is suggested you consult with law and insurance professionals involved with matters effecting fire-medical-rescue organizations concerning such change.

This insurance information section provided by:

Michael (Mick) Minette  
Fire Department-PAK  
Clear Lake, Iowa

## **APPENDIX B**

### **METHODS OF PURCHASING INSURANCE**

#### **Individual:**

Under this method you are a single fire service organization (FSO) placing your insurance through one or more insurance agents, who present your application for insurance coverage to the marketplace. There may be two problems with this method of purchasing coverage:

- (1) If your insurance agent is not knowledgeable of or does not specialize in coverage for FSO, you may not attain the correct insurance coverage needed.
- (2) If your insurance agent has access to specialized FSO insurance programs in the marketplace, you may be able to attain proper insurance coverage. However, the total pricing of all the coverage purchased may constitute a large percent of your annual budget.

#### **Group:**

Although this method of purchasing insurance is not wide spread, such methods should be considered. Because of the economies of scale, the advantages could be:

- (1) Proper insurance coverage
- (2) Favorable pricing
- (3) Long term professional services

However, your FSO cannot accomplish group purchasing unless there is a formal group organization such as a county fire association or agency who can purchase such coverage and provide correct cost allocations to each individual participating FSO.

Group purchasing studies are now being conducted in Iowa. It appears some or all of the advantages are present but the studies are not conclusive at this time.

## **APPENDIX B**

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## APPENDIX C

### CERTIFICATION OF FIRE DEPARTMENT PERSONNEL

#### **CERTIFICATION AND ACCREDITATION - What do these words mean, and why are they important?**

The Fire Service Institute at Iowa State University has offered professional fire service "certification" since 1974, and has been "accredited" since 1980. Many states offer certification, but not all are accredited.

Certification is granted to an individual. It means that you have been examined by a "certifying entity" and have met a specified standard of knowledge and performance.

Accreditation is granted to a "certifying entity." It means that the entity's certification program has been examined by an independent body, and has been found to meet specified standards.

The Fire Service Institute is accredited to certify fire service personnel by the **International Fire Service Accreditation Congress**. This body uses the National Standards for Fire Service Personnel published by the National Fire Protection Association (NFPA) as the basis for granting accreditation.

A certificate issued by the Fire Service Institute of Iowa State University Extension is a joint certificate of Iowa and the International Fire Service Accreditation Congress.

The Iowa Fire Service Institute recognizes certificates issued by states accredited by either the International Fire Service Accreditation Congress or the National Board on Fire Service Professional Qualifications. Likewise, many other states recognize Iowa certificates.

## **APPENDIX C continued**

The eleven most commonly asked questions about certification are:

### **1. WHY SHOULD MY DEPARTMENT MEMBERS AND I BECOME CERTIFIED?**

- ◆ By certifying you join others across the nation (career and volunteer) who have shown that they can meet the exacting standards of a National Certification system.
- ◆ By certifying, you help to improve and promote uniform fire protection throughout the state.
- ◆ By certifying, you have demonstrated to your citizens and other fire fighters that you have mastered a set of skills known to others in the fire service.

### **2. WHAT IS MEANT BY NATIONAL CERTIFICATION?**

National certification means that you have been certified according to standards developed by individuals from all over the country. They are recognized standards nationwide. It also means that the organization that certifies you has been examined and found to meet the strict requirements necessary for accreditation as a certifying agency.

### **3. WHAT LEVELS OF CERTIFICATION ARE AVAILABLE IN IOWA?**

Currently, the Fire Service Institute certifies the following categories and levels:

Fire Fighter I, II & III  
Driver Operator (Pumper)  
Officer I  
Instructor I & II  
Inspector I  
Industrial Brigade Member & Instructor

### **4. IS IT REQUIRED THAT OUR FIREFIGHTERS BE CERTIFIED?**

No, in Iowa there is no state law that requires fire fighters to be certified as a fire fighter. It is an entirely voluntary process. An individual department may set certification requirements for their personnel, but that is determined on a local level. Insurance companies, recognizing the benefits of certification may recommend that a percentage of personnel be certified because they know a fire will be put out sooner with less damage by departments with certified individuals as members.

### **5. IS CERTIFICATION FOR MY DEPARTMENT OR INDIVIDUALS?**

Individual members of departments are certified, not the department as a whole.

**6. WHAT IS THE CERTIFICATION PROCESS?**

The certification process is a set of pre-established evaluation steps which compare the performance of an applicant to a national standard. The standard has been reviewed by a committee of Iowa fire fighters to insure the standard "makes sense" here in Iowa. The written test was developed at the Fire Service Institute and reviewed by the same committee. Your skills are evaluated by trained skill evaluators. The results are brought together and if you pass, you will receive a certificate, patch, bar and be registered nationally.

**7. HOW MUCH DOES IT COST?**

There is a fee for certification. The cost depends upon the particular certification you are seeking.

**8. DO I HAVE TO TAKE A COURSE?**

For the fire fighter series (Fire Fighter I, II and III), Driver/Operator-Pumper, Officer, Inspector and Industrial (all levels) there are **NO** course prerequisites. Currently, both Instructor I & II have course requirements.

**9. HOW DO I FIND OUT WHAT TO STUDY?**

The Fire Service Institute has developed study guides which will list all the standards and how we will test for them. Some standards result in written questions, others are skills that must be demonstrated to skill evaluators in order to pass. The study guide will tell you how to do the skills and what to study for the written portion. There is a small cost for the study guide.

**10. WHAT IS THE DIFFERENCE BETWEEN A STUDY GUIDE AND CRITERIA/ PROCEDURES?**

A Study Guide lists all the objectives and skills that will be covered on that particular certification exam. If you know the objectives and skills listed in the Study Guide you will pass with flying colors!! The Criteria and Procedures tell you what steps you must take as a candidate for certification at a specific level. These are provided free.

**11. WHERE CAN I CALL FOR SPECIFIC INFORMATION?**

The Fire Service Institute can answer your questions about certification. Call 515-294-6817 anytime. During non-business hours leave a message and you will be called back.

## APPENDIX D

### THE FIRE SERVICE INSTITUTE OF IOWA STATE UNIVERSITY EXTENSION

#### Iowa's Fire Service

Iowa's Fire Service is comprised of 880 organized fire departments with approximately 20,000 fire fighters. There are approximately 40 departments in which the fire fighters are all full time employees or a combination of volunteer and paid personnel. The balance of our Fire Service is made up of approximately 18,000 volunteers. These individuals and their fire departments represent the primary clientele of the Institute. The Institute also serves the fire protection needs of Iowa's businesses, industries, governmental agencies and individuals.

#### Beginning of State Level Fire Service Education in the U.S.

In 1923 a group of fire fighters came to Iowa State College and asked for educational assistance to improve their fire fighting and fire prevention skills. In 1925, the College's response was the First Annual Iowa State Fire School, now the oldest continuous fire school in the nation. It also marked the beginning of state level fire service education in the United States, used as a model for every other state fire service education system. This first fire school grew to a year round program in the 1940's to the Fire Service Institute of today. Thus, Iowa State University claims to be first in the nation for providing fire service education at the state level.

#### Today's Iowa Fire Service Institute

Today, Iowa State University Extension, through the Fire Service Institute (a unit of Extension to Communities) provides education in the form of courses and conferences for fire fighters, officers, Iowa's industries and allied professionals, such as architects, engineers and insurance underwriters. Its service role is fulfilled through accreditation to certify Iowa's fire personnel in the National Professional Qualifications System. Research in fire department demographics, water application and fire behavior conducted at the Institute continues to set standards for the fire suppression forces around the world. These efforts demonstrate the long standing and continued commitment of Iowa State University Extension to the health and safety of Iowa's citizens through its outreach programs such as the Fire Service Institute.

#### Mission

The mission of the Fire Service Institute is to assist through education, service and research; individuals, organizations and institutions in managing the social, economic, and technological aspects of the fire problem.

## **Organizational Delivery Design**

The organizational delivery design of the Fire Service Institute allows the staff to focus its efforts, resources and assets on the most important focal point of the Institute, the fire fighters, fire officers, industrial fire brigade members and other professionals allied in the fight against fire in Iowa. Directed by George Oster, Executive Officer of the Fire Service, the design currently consists of six major systems and divisions, each focused on a specific clientele and each with a staff.

### **Field Systems:**

This system delivers courses and educational offerings to those clients needing training in their home community or region. It consists of a manager, Glenn Pribbenow, two program coordinators, Jim Westphal and Michael Cherry, and 120 field staff members (part time instructors) who are from fire departments around Iowa.

### **Industrial Delivery Systems:**

The fire protection needs of Iowa's businesses and industries are served by this system led, on an interim basis, by Glenn Pribbenow. Fire schools and conferences on campus as well as specialized training at industrial sites are coordinated by Mike Cherry. The industrial delivery system also manages the facilities of the Institute, including two Fire Training and Research Facilities and a host of fire fighting equipment. Carl Link, the Institute's Laboratory Technician, assists in the construction and maintenance of these facilities.

### **Certification Systems and Accreditation:**

A growing number of Iowa fire fighters and officers are documenting their professional achievement through certification at the nine levels of certification offered by the Institute. Jay Murray manages the certification programs. He is also responsible for maintaining the Fire Service Institute's national accreditation through the International Fire Service Accreditation Congress, ensuring credibility and reciprocity for Iowa's certificates.

### **Information Services:**

Alisa Dean, a Graduate Assistant, manages the Publications and Information Division which markets and distributes training manuals published by International Fire Service Training Association, National Fire Protection Association, as well as certification study guides published by Fire Service Institute. She also edits the Fire Service Information newsletter, a bi-monthly publication of the Institute, and develops public relation programs for the Institute's clientele.

### **Fire Service Conference Division:**

Managed by Sandy Deacon, this division concentrates on delivering to those clientele who can travel for specialized training available only on the ISU campus. This Division manages the Institute's three major fire schools, Winter and Summer, and the new Iowa Fire Equipment Expo (unique in the country). It also hosts smaller, specialized conferences conducted on the campus of Iowa State University.

### **Office Logistics Services:**

Supporting these efforts and serving as the front door to the Institute is the office support staff, managed by Deb Samuelson. Assisting her are Kendra McCauley, responsible for Field and Industrial support, Linda Sweeney, responsible for office communications, and Donna Butler, handling accounting duties. The Institute also employs two part-time ISU students.

*For additional information about what the Fire Service Institute of Iowa State University Extension can do for you and your fire department, call 515/294-6817, or fax 515/294=2156.*

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