



AGENDA INFORMATION TIFFIN CITY COUNCIL COMMUNICATION

DATE: October 29, 2025

AGENDA ITEM: Resolution 2025-083 – A Resolution Approving at 28E Between the City of North Liberty and the City of Tiffin for Cost Sharing for Certain Firefighting Protective Equipment

ACTION: Approval

Purpose

To seek Council approval of a Chapter 28E Agreement between the City of Tiffin and the City of North Liberty for the shared use and cost allocation of a quantitative fit tester used for SCBA (Self-Contained Breathing Apparatus) gear.

Background

The City of North Liberty owns a quantitative fit tester that is used to ensure the effectiveness of SCBA gear for its fire department. The City of Tiffin Fire Department also requires access to this specialized equipment to maintain safety standards for its volunteer firefighters.

This agreement formalizes a cost-sharing arrangement between the two cities to:

- Allow Tiffin access to North Liberty’s fit tester
- Share annual calibration and maintenance costs
- Share repair and replacement costs when necessary

Key Terms of the Agreement

- **Annual Calibration & Maintenance:** North Liberty will coordinate calibration and maintenance; Tiffin will reimburse 50% of the costs.
- **Repair & Replacement:** Costs due to wear or end-of-life replacement will be split 50/50. Estimated replacement cost is \$14,000.
- **Termination Clause:** Either party may terminate with 30 days’ written notice. If the unit has been replaced, Tiffin will be reimbursed for 50% of the remaining prorated value.
- **No Separate Entity:** The agreement does not create a new legal entity. Each City Administrator will oversee their respective responsibilities.
- **Effective Date:** Upon approval by both City Councils and filing with the Iowa Secretary of State per Chapter 28E requirements.

Recommendation

Fire Marshal Erb recommends approval of the resolution authorizing the Mayor and City Clerk to execute the 28E Agreement with the City of North Liberty.

ATTACHMENTS: Resolution, 28E Agreement

RESOLUTION NO. 2025-083

A RESOLUTION APPROVING THE 28E AGREEMENT BETWEEN THE CITY OF TIFFIN AND THE CITY OF NORTH LIBERTY FOR COST SHARING FOR CERTAIN FIREFIGHTING PROTECTIVE EQUIPMENT

WHEREAS, the City of Tiffin and the City of North Liberty desire to efficiently and effectively provide fire protection services within their respective service areas; and

WHEREAS, the Cities recognize the need for self-contained breathing apparatuses (SCBA) and the importance of quantitative fit testing to ensure the safety and effectiveness of such equipment; and

WHEREAS, the City of North Liberty owns a quantitative fit tester suitable for use by both fire departments, and the Cities wish to share the use of this equipment and divide the associated costs; and

WHEREAS, the Cities have negotiated a Chapter 28E Agreement to formalize the cost-sharing arrangement for the use, maintenance, calibration, and potential replacement of the fit tester;

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

1. That the City Council hereby approves the Chapter 28E Agreement between the City of Tiffin and the City of North Liberty for cost sharing of SCBA fit testing equipment.
2. That the Mayor and City Clerk are authorized to execute the Agreement on behalf of the City of Tiffin.
3. That the Agreement shall be filed with the Iowa Secretary of State in accordance with Iowa Code Chapter 28E.

On the 4th day of November 2025, at a regular meeting of the Tiffin City Council, Tiffin, Iowa, Councilperson ____ introduced **RESOLUTION NO. 2025-082, A Resolution Approving the 28E Agreement Between the City of Tiffin and the City of North Liberty for Cost Sharing for Certain Firefighting Protective Equipment** and made a motion for approval. Motion seconded by Councilperson _____.

Ayes:

Nays:

Absent:

Whereupon ____ Council members were present and voted approval and Mayor Kasperek declared that **RESOLUTION NO. 2025-082, A Resolution Approving the 28E Agreement Between the City of Tiffin and the City of North Liberty for Cost Sharing for Certain Firefighting Protective Equipment** to be adopted and signified his approval of the same by affixing his signature thereto.

Passed by the City Council on the 4th day of November 2025.

City of Tiffin

Tim Kasperek, Mayor

ATTEST:

Abigail Hora, City Clerk

CHAPTER 28E AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND THE CITY OF TIFFIN FOR COST SHARING FOR CERTAIN FIREFIGHTING PROTECTIVE EQUIPMENT

THIS AGREEMENT is made by and between the City of North Liberty, Iowa, a municipal corporation (“North Liberty”) and the City of Tiffin, Iowa, a municipal corporation (“Tiffin”). North Liberty and Tiffin are collectively referred to as “the Cities” hereinafter.

WHEREAS, Tiffin and North Liberty wish to efficiently and effectively provide for fire protection within their service areas; and

WHEREAS, the Cities acknowledge the continued need for self-contained breathing apparatuses (SCBA) in the provision of those services, which requires the use of specialized fit testing equipment; and

WHEREAS, North Liberty owns a quantitative fit tester (the “Fit Tester”) which is suitable for ensuring the effectiveness of SCBA gear of the fire departments of both Cities; and

WHEREAS, the Cities wish to share the use of the Fit Tester for the SCBA gear required by their respective fire departments, and to divide annual calibration costs necessary for the operation of the Fit Tester; and

WHEREAS, the Cities wish to enter into an agreement to provide for the use of North Liberty’s SCBA quantitative fit tester by Tiffin, and for Tiffin’s reimbursement of a portion of the operational costs of the tester, including its annual calibration.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose. The purpose of the agreement is to allocate the costs and responsibilities arising from the operation of North Liberty’s Fit Tester, including annual calibration fees among and between North Liberty and Tiffin.

2. Consideration. The mutual consideration herein is the execution of this Agreement by the parties.

3. No separate legal entity. No separate legal entity is created by this Agreement. The City Administrator of each City will administer the respective Cities’ duties hereunder.

4. Maintenance Cost sharing. North Liberty shall provide for the annual calibration of the Fit Tester by a certified professional and such other maintenance as is required in accordance with the manufacturer’s recommended service schedule. Tiffin shall reimburse North Liberty 50% of that amount within 30 days after confirmation of North Liberty’s payment. Maintenance costs do not include consumable or single-use materials, which shall be the responsibility of each department individually.

5. Repair and Replacement Cost sharing. When the Fit Tester needs repair or replacement due to ordinary wear and tear or, from the unit coming to the end of its operational

life, the Parties agree to share equally in the costs of such repair or replacement. North Liberty will provide for the repairs by a certified professional, provided they do not exceed the cost of a replacement unit, in which case the unit shall be replaced. Tiffin will reimburse North Liberty for 50% of those costs in the same manner as set forth in Paragraph 4. Replacement costs for the Fit Tester are currently estimated to be \$14,000.00.

6. Termination. Should either party seek to terminate the agreement, they may do so by 30 days' written notice to the other at the address provided in Paragraph 7 below. If the Fit Tester has been replaced, the City of North Liberty shall, upon Termination, reimburse the City of Tiffin for 50% of the remaining value of the replacement unit, prorated over its remaining useful life, which is projected to be ten years from the date of purchase.

7. Notices. Any notice by one City to another City is effective by ordinary mail addressed to:

City Administrator
City of North Liberty
360 N. Main Street
North Liberty, IA 52317

City Administrator
City of Tiffin
300 Railroad Street
Tiffin, IA 52340

8. Effective date. This Agreement shall be effective when approved and signed by authorized representatives of the City of North Liberty and the City of Tiffin, and filed with the Iowa Secretary of State as provided in Section 28E.8 of the Code of Iowa (2025).

9. Cooperation and conflict resolution. The Cities enter into this agreement understanding the importance of working together and acting in good faith in order to provide financial benefits to each City and ultimately their citizens. It is with this in mind that the Cities commit to resolving all issues and, when good cause exists, amending this agreement in order to keep the agreement in place for the foreseeable future.

10. Interpretation and enforcement. Interpretation and enforcement of the Agreement shall be in accordance with Chapter 28E of the Code of Iowa (2025) and statutes respecting the rights and responsibilities of the political subdivisions.

11. Dispute resolution. Matters in dispute or subject to interpretation shall be first submitted to the parties for resolution prior to any party pursuing administrative or judicial remedies. In the event such matters must be submitted to the parties, they shall be submitted specifically to the City Administrator of each city, as representatives for each city, who will make a good faith effort to resolve the dispute.

Dated this ____ day of September, 2025.

[Signature Pages Follow]

SIGNATURE PAGE OF NORTH LIBERTY

Approved by the North Liberty City Council on _____, 2025.

Chris Hoffman, Mayor

ATTEST:

Tracey Mulcahey, City Clerk

SIGNATURE PAGE OF TIFFIN

Approved by the Tiffin City Council on _____, 2025.

Tim Kasperek, Mayor

ATTEST:

Abigail Hora, City Clerk