



**AGENDA INFORMATION
TIFFIN CITY COUNCIL COMMUNICATION**

DATE: October 31, 2025

AGENDA ITEM: Resolution 2025-088 – A Resolution Approving the Release and License Agreement for the North Liberty Fire Department Training Tower Facility and Hands-on Waiver

ACTION: Approval

ATTACHMENTS: Staff Memo, Resolution, Hands-on Training Waiver

Tiffin Fire Department

From the desk of - Assistant Fire Chief/Fire Marshal Bill Erb



MEMORANDUM

TO: Honorable Mayor Kasperek
Tiffin City Council

CC: Doug Boldt, City Administrator

FROM: Bill Erb, Assistant Fire Chief / Fire Marshal

RE: Release and License Agreement for North Liberty Fire Department Training Tower Facility Use and Hands on Waiver.

DATE: November 4, 2025

Attached for your consideration is the Release and License Agreement for the North Liberty Fire Department Training Tower Facility.

Anytime training is conducted, there is potential for risk. When performing live fire evolutions, departments follow NFPA 1403, Standard on Live Fire Training Evolutions, which governs the training of firefighters under live fire conditions. This standard ensures that all live fire training is performed in a controlled environment with a focus on coordinated interior and exterior fire suppression operations, while maintaining the lowest possible exposure to risk for participants. The North Liberty Fire Department mandates compliance with NFPA 1403 for all live fire and hands-on training evolutions at their facility. This approach provides enhanced, realistic training opportunities while prioritizing firefighter safety. All instructors assisting with fire training from both the Tiffin Fire Department and the North Liberty Fire Department will hold a minimum certification of Fire Service Instructor I.

All hands-on firefighter training conducted at the North Liberty Fire Department Training Facility will adhere to established safety standards to ensure the protection and well-being of all personnel participating in training activities. Training will be conducted under the supervision of qualified instructors, with a designated safety officer present to supervise operations and enforce safety procedures. Appropriate personal protective equipment (PPE) will be worn at all times, and comprehensive risk management, accountability, and emergency procedures will be implemented to maintain a safe, controlled, and effective training environment.

In order to partner with the North Liberty Fire Department for use of their training tower, a Release and License Agreement must be signed by the Mayor, and approval is requested for Assistant Fire Chief/Fire Marshal Erb to sign the accompanying Hands-On Training Waiver on behalf of the City of Tiffin. This authorization will allow the Tiffin Fire Department to continue participating in joint and departmental training exercises under the terms of this agreement at their facilities.

This agreement is identical to the one previously approved and executed with the Iowa City Fire Department last year for use of their fire training facility.



RESOLUTION NO. 2025-088

A RESOLUTION APPROVING THE RELEASE AND LICENSE AGREEMENT FOR THE NORTH LIBERTY FIRE DEPARTMENT TRAINING TOWER FACILITY

This Release and License Agreement for the North Liberty Fire Department (hereinafter, “NLFD”) Training Tower Facility (hereinafter, the “Agreement”) is between the City of North Liberty (hereinafter, the “City”) and City of Tiffin Fire Department (hereinafter, the “Licensee”) together, the “Parties”).

Recitals

Whereas, the North Liberty Fire Department (“NLFD”), a City entity, maintains a Training Tower facility, located at 560 Calvin Street and 405 Abigail Avenue, North Liberty, IA (hereinafter, the “Licensed Area”), for its use in training its firefighters; and

Whereas, the Licensee wishes to use the Licensed Area for its use in training its students and staff (hereinafter, the “Event”); and

Whereas, collaboration and cooperation between the City and the Licensee is long-standing and mutual; and

Whereas, the City has the capacity to assist the Licensee by allowing access to the Licensed Area; and

Whereas, the City does not seek compensation for the Licensee’s use of the Licensed Area, and the Licensee appreciates that the Licensed Area is borrowed on an “as is” basis, and at Licensee’s own risk; and

Whereas, the Parties wish to enter into this Agreement to memorialize their mutual understanding.

Agreement

Incorporating the above Recitals, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Revocable License and Term.** The City grants to Licensee a revocable license to access and use the Licensed Area for the purpose of conducting the training of Licensee’s students, members, staff, employees, agents, and volunteers during the Term on dates agreed upon by the Parties (hereinafter, the “License”). The term of this Agreement will commence on the Effective Date and continue on until terminated pursuant to this Agreement (hereinafter, the “Term”). Licensee may not access or use the Licensed Area until the date and start time of the Event as agreed to in writing between the Parties. Licensee may not access or use the Licensed Area for any purpose other than the conducting of the Event, and Licensee will comply with all directions and rules of the City with respect to Licensee’s use of the Licensed Area of which Licensee has been made aware of by the City. Licensee may use the Licensed Area for more than one Event, but must secure written permission from the City for each such Event.

2. **Licensee Obligations.** Licensee agrees to use reasonable care in its use and

enjoyment of the Licensed Area and to surrender the same upon the expiration or earlier termination of this Agreement to the City. Licensee must arrange for an NLFD Safety Officer to be present on-site to monitor use of the Licensed Area for the entire time Licensee has personnel on site. Said Safety Officer will have no role in facilitating training. Depending on the circumstances of the use of the Licensed Area, the NLFD may, at its sole discretion, require the presence of a general site security person. Licensee will be responsible for the hiring of such security personnel, as well as reimbursing the NLFD for the actual labor costs (regular and/or overtime) associated with the presence of the Safety Officer. Licensee will not place, affix or otherwise install any decorations in the Licensed Area except as consented to in writing by the City. In the event the City does consent to such decorations, Licensee will remove them promptly upon completion of the Event and restore the Licensed Area to the condition which it existed prior to the Event including, but not limited to, the removal of such decorations.

Licensee, at its sole cost and expense, will perform general cleaning promptly upon completion of each training session, and will further upon the expiration or the Term or earlier termination of this Agreement restore the Licensed Area to the same condition in which it existed prior to the conducting of the first training session that comprises the Event, including but not limited to, the removal of all trash and debris. If Licensee fails to timely or adequately clean the Licensed Area, the City may clean the Licensed Area and charge Licensee its cost to do so. The disposal of all waste materials and trash will be done by Licensee in compliance with all applicable laws, rules and regulations.

3. **Acceptance of Licensed Area.** Licensee has personally inspected the Licensed Area and accepts the Licensed Area AS IS, WHERE IS, in its condition existing as of the Effective Date with all faults, and without any representation or warranty whatsoever from the City, express or implied, oral or written, as to the suitability of the Licensed Area for Licensee's particular purpose or any other matter. Licensee will bear the risk of loss or damage to any of Licensee's personal property in, on or about the Licensed Area.

4. **Release, Indemnity and Covenant Not to Sue.** Licensee will assume the risk of, be responsible for, and release, indemnify and hold harmless the City and its agents, officers, officials, employees, successors and assigns (collectively, the "Indemnified Parties") from and against, any and all losses, costs, injuries (including injuries to person or property and, in the case of injury to a person, including death resulting therefrom), damages, liabilities and claims (each a "Claim") arising out of, or in any way relating to: (a) the use of the Licensed Area by Licensee or any of its agents, representatives, vendors, employees, guests, invitees or by any other third party (each a "Licensee Party"); or (b) the breach of this Agreement by Licensee or any Licensee Party. Furthermore, Licensee covenants not to sue any of the Indemnified Parties for any such Claims. Licensee's obligation to indemnify the Indemnified Parties under this Agreement includes the duty to defend against any Claims with counsel acceptable to the City and to pay any judgments, settlements, costs, fees and expenses, including reasonable attorneys' fees, incurred by any of the Indemnified Parties in connection with such defense. The provisions of this Section 4 will survive the expiration or earlier termination of this Agreement.

5. **Insurance.** Notwithstanding any Licensee-liability or any Licensee-indemnity obligations, and without limiting the same, Licensee will obtain and maintain, at its own cost and expense, the following types of insurance coverage for the Event during the Term: (a) Commercial General Liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 per occurrence and an

aggregate of \$2,000,000; (b) Workers' Compensation insurance with statutory limits as required in Iowa and Employer's Liability coverage with limits not less than \$100,000 per occurrence; and (c) Comprehensive Automobile Liability insurance covering the operation and maintenance of all owned and non-owned motor vehicles, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage.

6. **Certificates of Insurance and Waiver of Subrogation.** Licensee will forward to the City certificates of insurance evidencing all required coverages within 3 days of the Effective Date. The certificates will provide that: (a) the City is named as an additional insured on each Commercial General Liability and Comprehensive Automobile Liability policy; and (b) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by the City. Licensee waives any right it may have against the City for any loss or damage to any of the Licensee Parties arising from any cause covered by any insurance required to be carried under this Agreement, or is carried, by Licensee.

7. **License Fee.** Licensee will not pay a license fee to the City for the granting of the License and use of the Licensed Area.

8. **No Holding Over.** Upon the expiration or earlier termination of this Agreement, Licensee will have no right of possession and no right of holdover regarding the Licensed Area, and Licensee will not assert and waives any such right or other right of possession.

9. **Right of Entry.** the City and its designees may enter the Licensed Area for all lawful purposes, including during the Event, at any time without notice to Licensee, including in situations that the City reasonably believes are an emergency.

10. **Right to Terminate.** Notwithstanding anything to the contrary stated in this Agreement, the City may immediately terminate this Agreement at any time during the Term upon delivering notice of termination to Licensee. This right includes delivery of notice to Licensee's representatives at the Licensed Area should the City representative conclude, in his or her sole discretion, that an Event must be immediately terminated.

11. **Assignment or Sublicense.** Licensee may not assign or transfer this Agreement or the License, or sublicense all or any part of the Licensed Area.

12. **Compliance with Laws.** Licensee will not and will not permit anyone else to use, generate, manufacture, produce, store, discharge or dispose of on, under or about the Licensed Area any hazardous substances. Licensee will comply with and observe, and cause each Licensee Party to comply with and observe, all laws, ordinances, codes, orders, rules, regulations and requirements of every governmental authority having jurisdiction over the Licensed Area pertaining to Licensee's and each Licensee Party's use and occupation of the Licensed Area and their exercise of their rights and obligations under this Agreement.

13. **Notice.** Any notice, consent, approval, request or authorization and the like (collectively, "Notice") required or permitted under this Agreement must be in writing, with the exception of notices intended to immediately terminate an Event, at the Licensed Area. Notice may

be delivered in person (and be deemed effective upon delivery), ordinary first-class mail, or by e-mail, to the Parties at the following addresses:

To the City:

The City

360 N. Main Street
North Liberty, IA 52317
Attn: Chief Brian Platz
e-mail: bplatz@northlibertyiowa.org

To Licensee:

Bill Erb
Assistant Fire Chief / Fire Marshal
Tiffin Fire Department
211 Main Street, Tiffin, Iowa 52340
e-mail: berb@tiffin-iowa.org

14. **Merger.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings regarding such subject matter whether oral or written. This Agreement may not be amended except in a writing that is signed by both Parties.

15. **Effective Date.** The Agreement will become effective on the date it is last signed by both Parties where indicated below (the “Effective Date”).

16. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

17. **Signature Authority.** Each person signing this Agreement below warrants that they have the authority to bind their respective employer to the terms of this Agreement.

City of Tiffin:

City of North Liberty:

By: _____

By: _____

Name: Tim Kasperek

Name: _____

Title: Mayor

Title: _____

Signature Date: _____

Signature Date: _____

North Liberty Fire Department Hands-on Training

NOTICE

The North Liberty Fire Department recommends that all students receive a periodic physical examination to determine their health status and that the requirements of SCBA use be explained to the examiner.

North Liberty Fire Department will not take the responsibility of screening potential students. Therefore, it is up to each department/company to ensure their personnel are capable of strenuous exertion. In addition, all firefighters are considered employees of their municipality, and the municipality is required to provide worker's compensation coverage.

If you have, or suspect that you have, any of the following conditions, you are advised to refrain from active participation in training wearing an SCBA until medical clearance from a physician can be obtained.

- Respiratory problems
- Heart/circulatory related problems
- Blood pressure problems
- Diabetes
- Seizures
- Anxiety when in close or confined spaces
- Or any medical condition you feel may be aggravated by fire-fighting activities

The individuals taking part in this training (along with their department/educational institution) will take sole responsibility for any personal negligence or liability, which may occur. It is the understanding of the North Liberty Fire Department Training Division that all of these participants are covered by personal insurance policies and procedures.

As these exercises are being held by North Liberty Fire Department for other than North Liberty Fire Department members, each individual agrees that any accident or injury will be the responsibility of themselves, their respective employers, their respective departments, or their educational institution and that neither the North Liberty Fire Department Training Facility, North Liberty Fire Department or the City of North Liberty shall be held liable in any way.

I have read and understood the intent of the above warnings.

Participant's Signature

Date

Designee for City of Tiffin Signature

Date