**Model 28E Agreement with Charter to Create Agency**

*Iowa law requires both cities and townships to provide fire protection and permits emergency medical service and other emergency response. Cities and townships may individually form a department to provide emergency services. Forming a stand-alone entity may be impractical because of costs and other resource issues.*

*One solution for local governments which cannot afford their own fire or EMS department or for cities wishing to provide joint services is provided in Chapter 28E of the* Code of Iowa*. The chapter allows local governments to enter into agreements with one another or with private agencies and form a new government entity to provide a service.*

*This document provides a general model for local governments wishing to provide joint services. It is specific to the state of Iowa and meets the requirements of Chapter 28E. Some of the key features of the agreement are:*

1. *Provision for administration of the emergency response agency by a joint board of representatives of the city (or cities) and townships*
2. *Specification of powers and responsibilities of the board and the department chief*
3. *Provision for calculating each party's share of the expenses*

*In Iowa, a 28E Charter Agreement must be filed electronically with the Secretary of State and should also be filed with the County Recorder.*

*NOTE: This document should be reviewed by competent legal authority prior to adoption (i.e. the city and/or county attorneys).*

**FIRE PROTECTION AND EMERGENCY RESPONSE AGENCY**

**CHARTER AGREEMENT**

This FIRE PROTECTION AND EMERGENCY MEDICAL RESPONSE AGENCY CHARTER AGREEMENT is adopted and entered into on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, 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 AND EMERGENCY MEDICAL RESPONSE AGENCY (hereinafter known as the Agency) to commence \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_, and shall be automatically renewable on July 1, \_\_\_\_\_\_, for five 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 registered office of this Agency shall be located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County, Iowa and the registered agent for the Agency shall be the Clerk of the Agency at said address.

**ARTICLE IV. PURPOSE AND AREA**

This Charter Agreement is executed for the purpose of establishing a fire protection, emergency response and emergency medical response agency for fire protection, emergency response and assistance in medical emergencies, and 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 \_\_\_\_\_\_ members who shall hold office for terms of two (2) years, each commencing July 1, 20\_\_, or until their successors are duly appointed and qualified. Each city and each township shall appoint one member of the Board. One additional at large member shall be appointed by the Board. The initial Board of Directors shall hold office until July 1, 20\_\_.

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 Chair of the Board of Supervisors of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Iowa, shall call and chair a joint meeting of the initial ­\_\_\_\_\_\_\_members of the Board of Directors for the purpose of electing an at-large 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 Chair of the Board of Supervisors shall cast the deciding vote. The first order of business shall be the certification of the directors, one from each of the cities and townships involved in this Agreement. Following the certification, the director-at-large shall be elected by the other directors. Such a person shall be an eligible elector from one of the public entities a party to this Agreement and, when elected, shall be entitled to one vote.

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

The board of Directors shall then elect a vice-chair from among the members to serve for the same periods as the chair and shall appoint a Clerk 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 un-expired 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 Chair 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 \_\_\_\_\_\_of \_\_\_\_\_\_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 written policies and procedures providing for the notice and agenda for the annual meeting in accord with the state open meetings law, providing for regular 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, defining fiscal procedures, designating the banking depository and adopting the necessary procedures for the proper operation of the business of the Agency.

**ARTICLE VI. POWERS**

The Agency in addition to powers granted to the member public agencies for fire protection, emergency response and emergency medical services 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 entities which are signatory to this Agreement.

The Board of Directors shall have customary administrative powers for the receipt and disbursement of monies, for establishing an emergency response department, appointment of personnel and officers and all other 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, 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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, emergency response and emergency medical services shall be borne and paid for by the public entities forming the Agency and as fairly as possible commensurate with the number of people served, fiscal capacity and use of service, and shall be apportioned upon the assessed value of each area being served, the average annual total number of emergency calls of the area, and the population of the area served for each public entity as formulated below:

Share of costs = %AV + %TC + %Pop

3

Where: AV = Assessed value of real estate in area served

TC = Average annual total emergency calls in area served

Pop = Population of area served

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 tax as necessary to meet its share and as authorized by law and each city shall appropriate to its emergency service activity account a sum sufficient to meet its share of the Agency's costs.

Each township will pay into the Agency its share of the costs as township tax funds are received from the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County Treasurer on a schedule defined in the Agency’s Policies and Procedures.

Each city will pay into the Agency its share of the costs as city tax funds are received from the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County Treasurer on a schedule defined in the Agency’s Policies and Procedures.

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 public entities at least ten (10) days prior to the annual meeting. The budget shall be finally adopted and approved by the participating Board at the annual meeting of the Agency.

**ARTICLE VIII. APPOINTMENT OF AGENCY CLERK**

The Board of Directors shall appoint a person to serve as Clerk to the Board of Directors. The Clerk shall not be a member of the Board of Directors and need not be an elector from the geographical area of the Agency. The duties of the Clerk shall include:

* Notifying the Board of Directors and the public of regular and special meetings;
* Calling roll at meetings;
* Keeping a true and accurate record of the proceedings of meetings and correspondence, subject to inspection as provided by Iowa law;
* Attending to Agency correspondence;
* Maintaining financial records accounting for all money received and expended, subject to inspection as provided by Iowa law;
* Giving an accounting of all money, receipts and expenditures at each meeting;
* Maintaining records required by federal, state and local agencies having jurisdiction over the activities of the Agency;
* In the event the Clerk cannot attend any meeting this person shall send the book of minutes and accounts in time for said meeting;
* Delivering to the successor in office all books, papers and any other Agency property in possession of the Clerk; and
* Performing other duties commonly belonging to the office of Clerk and as shall be assigned by the Board of Directors.

**ARITLCE IX. CONTRIBUTIONS OF PROPERTY**

The parties of this Agreement presently own certain fire protection, emergency response and emergency medical services facilities, vehicles and equipment. These facilities, vehicles and equipment shall be titled, deeded or otherwise conveyed to the Agency. A monetary value shall be established for such facilities and equipment before they are conveyed to the Agency.

**ARTICLE X. 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 shall be provided no less than six months prior to withdrawal and withdrawal must correspond with the end of the fiscal year of the Agency. 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 all save one 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 XI. SERVING OTHER AREAS**

If the Agency serves a township or a part of a township or a city or a part of a city not party to this Agreement on an annual basis it may do so as long as the fee assessed and collected is equal to the assessment under the formula used for the original public entities involved herein. A contract meeting the requirements of Chapter 28E shall be executed between the Agency and the served party.

**ARTICLE XII. AREA FIRE AND EMERGENCY RESPONSE DEPARTMENT**

By resolution, the Agency shall establish an emergency response department to serve the areas covered by this Agreement. The name of the department shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Board of Directors shall appoint a chief who shall be appointed or reappointed annually and sworn in by the Board. The chief will be in charge and command of the fire and emergency response department operations. The chief will not be a member of the Board of Directors and no member of the Board will have any authority in fire or emergency response operations. The chief 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 chief shall prepare the standard operating guidelines and personnel policies and procedures for the management and operation of the department including methods of selection and qualifications of firefighters, emergency medical personnel and other responders and submit to the Board of Directors for approval. The chief, subject to approval by the Board, shall appoint other necessary officers from among the department’s personnel, which officers shall take command in his/her absence in accordance with established fire ground procedures for command.

The chief shall have responsibility for the management of the department, appointment and dismissal of personnel, training of personnel, care of equipment and for firefighting and emergency medical service operations. Appointment and dismissals from the department shall be approved by the Board of Directors.

**ARTICLE XIII. AMENDMENTS**

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 that are signatories to this 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.

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

ATTEST: City of \_\_\_\_\_\_\_\_\_\_\_\_\_, Iowa

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Clerk Mayor

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

Date

ATTEST: Township of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_County, Iowa

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Clerk Chair, Board of Trustees

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

Date

*List all other governments and their approvals similarly to the above.*