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DELAWARE COUNTY IOWA
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Prepared By: Christine Boudreau, P.O. Box 135, Masonville, Iowa 50654 (563) 927-2707

# AGREEMENT AND CONTRACT FOR

# FIRE PROTECTION AND EMERCENCY RESPONSE SERVICES

# BETWEEN

# CITY OF MASONVILLE, IOWA

# AND

# COFFINS GROVE TOWNSHIP, IOWA

**This Agreement was prepared by:**

**Christine Boudreau, Masonville City Clerk**
**P.O. Box 135**
**Masonville, Iowa 50654**
**(563) 927-2707**

**Filed – Secretary of State:**
**Recorded – County Recorder:**
**Secretary of State:**
**Recorded – County Recorder:**

# AGREEMENT AND CONTRACT FOR FIRE PROTECTION AND EMERGENCY RESPONSE SERVICES

Between the
City of Masonville, located in Delaware County, State of Iowa
Coffins Grove Township, located in Delaware County, State of Iowa.

**1. Public Entities**

This agreement and contract shall be between the City of Masonville, hereafter referred to as "the City", and Coffins Grove Township, hereafter referred to as "the Township".

2. **Area Service**

The legal description of the area to be afforded fire suppression and emergency response services as provided by this Agreement is as follows: described geographical area is located and situated in Coffins Grove Township, Delaware County , State of Iowa, sections 7,8,17,18,19,20,21,22,27,28,29,30,31,32,33,34, located in Coffins Grove Township , Delaware County, State of Iowa. A map of the area is attached as Exhibit A to the Agreement.

**3. Service Provided – sections**

It is agreed that the City will provide fire protection and other emergency services as set forth in Exhibit A for all property in the Township as described in Section 2 of the agreement.

**4. Equipment**

It is further agreed that the City will own, maintain, house and staff the fire protection and other emergency equipment used under this Agreement.

**5. Tax Levies**

It is agreed that the Trustees of the Township will levy enough taxes within the tax limitations prescribed by the Code of Iowa 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 and other emergency services to the signatories.

**6. City Contribution**

It is further agreed that the City will pay a percent of the actual costs incurred for fire protection and other emergency services for the City and the Township based upon the

cost sharing formula as outlined in Section 7. Payment of the hydrant rental, if any, shall not be considered as a cost under this Agreement, being the sole responsibilities of the City.

7. **Township Payments**

It is agreed that the Township Clerk shall promptly transmit payment 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 the Agreement. Payments shall be sent to the City Clerk of the City of Masonville. The tax levy over the term of this contract shall be sixty and seventy-five hundredeths cents ($.6075) per one thousand dollars ($1000) of assessed value.

8. **Mutual Aid Agreements**

It is agreed that the City's fire equipment may be used in the 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. **Insurance Coverage**

The City shall provide and maintain the following insurance coverage from companies and agents properly licensed and authorized to do business by the State of Iowa.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operation:
    1. Bodily Injury Liability
    2. Property Damage Liability

B. Workers' Compensations: Including employers liability in accordance with the Workers' Compensation Laws of the State of Iowa.

C. Malpractice/Errors & Omissions. Coverage for all fire fighters and officers for errors and omissions in the performance of duties.

10. **Liability and Indemnification**

The public entities that are parties to this Agreement shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold one another harmless against all claims and expenses, including legal expenses and reasonable attorneys fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from any action or inaction related to either entity which is deemed by a court of law or arbitrator not to be an action or inaction of the other entity. Notwithstanding the

above, each entity at all times reserves the right to retain counsel of its own to defend it respective interests.

11. **Terms of Agreement**

The entities agree that this Agreement s the complete agreement of the parties and nothing further may be utilized to explain, contradict or nullify the agreement. The parties further agree that this document is 5 pages and encompasses 17 numbered sections. Each party had had ample opportunity to seek independent advice with regard to its terms. If there are to be any changes to this Agreement, they shall be done in writing and signed by all entities.

12. **Jurisdiction, Venue, and Attorney's Fees**

In the event there are any disputes that arise between the entities, all entities hereby consent and agree to the jurisdiction of the State of Iowa and the venue of Delaware County, Iowa. All disputes shall be decided according to the laws of the State of Iowa and prevailing entity shall be entitled to reasonable attorney's fees.

13. **Article Headings**

The article headings contained in the Agreement are for reference purposes only and shall not affect the meaning or the interpretation thereof.

**14. Execution of Documents**

The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside that presence of the other party and in separate counterparts.

15. **Amendments**

As required by Section 28 E.8, Code of Iowa, this Agreement before going into effect must be filed with the Secretary of State and recorded with the County Recorder of Delaware County, Iowa.

The City Clerk of the City shall cause this Agreement to be recorded in the office of the county recorder and filed with the Secretary of State prior to the effective sate the this approval, below, by the governing bodies designated. Any amendment, before adoption, must receive unanimous approval of the governing bodies of the public entities that are

signatories to the Agreement. An amendment is required to add another public agency as a signatory party to this Agreement. Any duly approved amendments to the Agreement shall be filed with the Secretary of State and recorded in the office of the Delaware County Recorder.

16. **Term of Agreement**

This Agreement shall be in effect July 1, 2002 through the year ending June 30, 2004, and may be terminated, or 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 the first day of February next proceeding the above date or any subsequent February 1st thereafter.

17. **Termination**

In the event that any public entity that is a party to this Agreement shall desire to withdraw or terminate this Agreement, a written notice of withdrawal shall be completed and delivered to all other public entities by hand delivery or certified mail by the first day of February prior to the expiration date of this Agreement as stated in Section 16.

Said withdrawal or termination shall not become effective until June 30,2004, and all current and outstanding payments for services have been made by the townships to the city.

Approved by the City Council of the City of Masonville, Iowa.

Date: 7/28/02 _____, Mayor

Date: 7/28/02 Christine A Bardeau, City Clerk

CITY SEAL MASONVILLE IOWA

Approved by the Board of Trustees of Coffins Grove Township

Date: 8-13-2002 Gerald O. Lee, Trustee – Chair Person

Date: 8-13-2002 Don A. Preusser, Township Clerk

On this 28th day of July, 2002, before me, Randle R. Fiddelke, a Notary Public in and for the State of Iowa, personally appeared Gale F. Resor and Christine Boudreau, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Masonville, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. N/A passed (or the resolution adopted) by the City Council, under Roll Call No. N/A of the City Council on the 8th day of April, 2002 and that Gale F. Resor and Christine Boudreau acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

(SEAL)

RANDLE R FIDDELKE
Notarial Seal - Iowa
Commission # 100001
My Commission Expires 3-24-05

Notary Public; my commission expires 3-24-05

On this 13th day of August, 2002, before me, Randle R. Fiddelke, a Notary Public in and for the State of Iowa, personally appeared Gerald Lee and Don Preussner, to me personally known, and who, being by me duly sworn, did state that they are the Trustee - Chair Person and Township Clerk, respectively, of Coffins Grove Township in Delaware County, Iowa; that Gerald Lee and Don Preussner acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

RANDLE R FIDDELKE
Notarial Seal - Iowa
Commission # 100001
My Commission Expires 3-24-05

Notary Public in and for the State of Iowa

My commission expires 3-24-05

COFFINS GROVE TWP
T 29 N - R 6 W

