DELAWARE COUNTY IOWA
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Randy & Adell
112 1st Ave
Manchester, IA

Prepared By: Michele Bandy, Dundee, Iowa 52038 (563) 924-2162

AGREEMENT AND CONTRACT FOR

FIRE PROTECTION AND EMERGENCTY RESPONSE SERVICES

BETWEEN

CITY OF DUNDEE, IOWA

AND

COFFINS GROVE TOWNSHIP, DELAWARE COUNTY, IOWA

This Agreement was prepared by:

Name: Michele L. Bandy, City Clerk

Address: Dundee, IA 52038

Telephone: 563-924-2162

Filed—Secretary of State: _____

Recorded—County Recorder: _____

AGREEMENT AND CONTRACT

FOR FIRE PROTECTION

AND

EMERGENCY RESPONSE SERVICES

Between the

City of Dundee, located in Delaware County, State of Iowa

Coffins Grove Township, Delaware County, State of Iowa.

1. Public Entities

This agreement and contract shall be between the City of Dundee, 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:

Sections 1,2,3,4,5,6, 9, 10, 11, 12, 15, 16, and the North One-Half (N ½) of Sections 13 and 14, located in Coffins Grove Township, County of Delaware, State of Iowa.

3. Services Provided

It is agreed that the City will provide fire protection and other emergency services as set forth in Exhibit C for all property in the Township as described in Exhibit A. Exhibit C is hereby included and made a part 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 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 cost 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 hydrant rental, if any, shall not be considered as a cost under this Agreement, being the sole responsibilities of the City.

7. Cost Sharing Formula

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

$$\textbf{Share of cost-}\frac{\%TV+\%FC+\%Pop}{3}$$

Where: TV+Taxable Value of Area Being Served
FC=Annual Total of Fire and Emergency Calls of Area
Pop=Population of Area Served

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

Once, sufficient information is available, a running average of fire and emergency calls from the most recent five (5) years, or whatever period is available of each are, shall be applied to the formula. The running average of fire and emergency calls shall be recalculated on an annual basis with the most current available data.

For all purposes under this Agreement, population figures shall be based on the most recent federal census or special federal census, whichever is latest, for each Member. The population for Coffins Grove Township shall be that of the unincorporated portion of the Township.

8. Township Payments

It is agreed that the Township Clerk 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 Agreement. Payments shall be sent to the City Clerk of the City of Dundee. The tax levy over the term of this Agreement shall be sixty and seventy-five hundredths cents ($.6075) per one thousand dollars ($1,000) of assessed value.

9. Mutual Aid Agreements

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.

10. Service To Other Areas

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

11. Insurance Coverage

The City shall provide and maintain the following insurance coverage form 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 operations, with limits notless than:

1. Bodily Injury Liabilty - $100,000 each person
   $300,000 each occurrence
2. Property Damage Liability - $100,000 each occurrence
   $100,000 aggregate

B. Workers' Compensation: 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 with a maximum limit of no less than $ 100,000.

12. 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 all times reserves the right to retain council of its own to defend its respective interests.

13. Terms of Agreement

The entities agree that this Agreement is 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 6 pages and encompasses 19 numbered sections. Each party has 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.

14. 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 the prevailing entity shall be entitled to reasonable attorney's fee.

15. Article Heading

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

16. 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 the presence of the other party and in separate counterparts.

17. Amendments

As required by Section 28E.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 date of this Agreement which shall be deemed effective fifteen days subsequent to the last date of 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 this 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.

18. Term of Agreement

This Agreement shall be in effect for the two years ending June 30, 2004, 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 the first day of February next preceding the above date or any subsequent February 1st thereafter

19. 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 19.

Said withdrawal or termination shall not become effective until June 30th, 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 Dundee, Iowa

Date 7-1-02

Edward D. Gilly **, Mayor**

Date 7-1-02

Michele Bordy **, City Clerk**

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 Reussner **, Township Clerk**

CITY * DUNDEE, IOWA * SEAL

On this 1st day of July, 2002, before me, Randle R. Fiddelke, a Notary Public in and for the State of Iowa, personally appeared Edward D. Gibbs and Michele Bandy, 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 Dundee, 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 1st day of July, 2002 and that Edward D. Gibbs and Michele Bandy 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