DELAWARE COUNTY IOWA
FILED
2003 FE 10 AM 11:09
BOOK 2003 PAGE 1031
DEBORAH L. PEYTON
DELAWARE CO RECORDER
11.00

Prepared by Gina Clute, Clerk, City of Colesburg, IA 52035 (563)856-3185

FIRE PROTECTION CONTRACT

This agreement, made this14th day of November, 2002 by and between the City of Colesburg, Delaware County, Iowa hereinafter referred to as the City, and the Township of ELK, Delaware County, Iowa hereinafter referred to as the Township.

WITNESSETH:

WHEREAS, the City is authorized by Chapter 364 of the code of Iowa as amended by the 66th General Assembly, 1975, to provide for the use of fire fighting equipment outside the corporate limits of the City, and

WHEREAS, the Township by virtue of the provisions of Section 359.42 of the Code of Iowa as amended by the 66th General Assembly, 1975, is required to provide fire protection for the Township and is authorized to contract with the City for said fire protection,

IT IS NOW AGREED AS FOLLOWS:

1. Definitions: **"Notification"** shall consist of a telephone call or other reasonable communication apprising the fire department of the City of the need to respond with a "fire call" shall consist of providing fire fighting equipment and men as set for in Paragraph 2, in response to a notification. **"Township"** for the purposes of this agreement shall include only the following sections: FIRE- sections 1, 2, 11, 12, 13, and North half of 24. EMS- sections 1, 2, 11, 12, 13, 14, 23, North half of 24, 25, and North half of 26.

2. The City shall in response to a notification provide to the above named defined section of the Township, for use in fighting fires and search and rescue operations within the Township but outside the corporate limits of the City, appropriate fire fighting equipment consisting of at least one fire truck and supplementary equipment. The City shall be required to furnish not more than twelve nor less than six men to accompany the fire equipment to the scene of the fire or search and rescue operation and to supervise its use. The City, however, shall not be obligated to respond to a notification if all available trucks and equipment are already in use in other fire fighting or search and rescue operations.

3. The City shall not be liable to the Township nor any resident thereof, for any failure to reach the scene of a fire or search and rescue operation due to weather or road conditions or unforeseen failure of equipment to function properly.

4. This contract shall not affect in any way the ownership and title of the City in and to the fire fighting equipment which is the subject of this agreement. Said equipment shall be operated under the exclusive control and supervision of the fire department of the City at all times.

5. This agreement shall in no way limit the City and the use of its fire fighting equipment in other rural areas outside the Township, nor prevent the City from entering into agreements for its use with rural corporations or individuals.

6. In consideration of the above provisions, the Township agrees to pay the City the sum of $0.50 (Fifty)cents (fire) and $0.09 (nine) cents (EMS) per $1000.00 of the assessed value of the taxable property in the Township, payable on or before June 30, 2004.

7. In furtherance of the above, the trustees of the Township do hereby agree for themselves and their successors to levy each year, as authorized by Section 359.43 of the Code of Iowa as amended by the 66th General Assembly, 1975, a sufficient tax to pay each year the amounts referred to above and to cause said amounts to be paid to the City from the funds so levied.

8. This agreement shall be effective in full from the 1st day of July, 2003 to the 30th day of June 2004, and shall be renewed automatically for one year periods unless written notice is given by either party hereto, to the other party, at least ninety days prior to the expiration date, of their intentions to not be bound by said agreement.

Approved by the City Council of the City of Colesburg, Delaware County, State of Iowa, this 3 day of December, 2002.

CITY OF COLESBURG

By Richard Sampson
Richard Sampson, Mayor

By Tabatha Rhines
~~Gina Glute~~, City Clerk
TabathaRhines

On this 17th day of January, 2002, before me, Linda Ash, a Notary Public in and for the State of Iowa, personally appeared Richard Sampson and ~~Gina Glute~~ Tabatha Rhines personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Colesburg, 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 passed by motion by the City Council on the 2nd day of December, 2002 and that the said Richard Sampson and ~~Gina Glute~~ Tabatha Rhines as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Linda R. Ash
Notary Public
My Commission Expires

NOTARIAL SEAL IOWA
LINDA R. ASH
COMMISSION NUMBER 156629
My Comm. Exp. 6-28-05

ELK TOWNSHIP
(DELAWARE COUNTY)

By John W. Wiley
Township Trustee

By Thomas Scheetman
Township Trustee

By Joe Rhines
Township Trustee

By
Township Clerk

On this 7 day of January, 2003, before me, Cindy Vorwald, a Notary Public in and for the State of Iowa, personally appeared John Wiley, Tom Schechtman, Joe Rhines, and Dave Pierschbacher, to me personally known, and, who, being by me duly sworn, did say that they are the Township Trustees and Township Clerk, respectively, of the Board of Trustees of Elk Township, Delaware County, Iowa, and that John Wiley, Tom Scheetman, Joe Rhines, and Dave Pierschbacher, 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.

Cindy Vorwald
Notary Public
My Commission Expires

Cindy S. Vorwald
COMMISSION NUMBER 710050
MY COMMISSION EXPIRES
5/18/04