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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

# Agreement and Contract for Fire Protection and Emergency Response Services between

## CITY of MASONVILLE, IOWA

and

## COFFINS GROVE TOWNSHIP,

### DELAWARE COUNTY, IOWA

This agreement was prepared by:

Name: Max Andrews

Title: Trustee

Address: 1408 Early Stagecoach Rd Manchester, Iowa 52057

Telephone: (563) 927-2410

Return to: Randle Fiddelke
1337 Candle Road
Manchester, IA 52057

Legal Description on Page 2

Filed - Secretary of State: _____

Recorded - County Recorder: _____

**1. Public Entities**
This Agreement and contract shall be between the City of **Masonville, Iowa**, hereafter referred to as "the City", and **Coffins Grove Township**, hereafter referred to as "the Township".

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

**3. Service Provided - sections**
It is agreed that the City will provide fire protection and other emergency response services for all property in the Township as described in section 2 and set forth in (Exhibit A) to this 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 further 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 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:

The Township will pay based on the budget submitted as outlined in section 8. The dollar amount may be less than, but no greater than the maximum levy rate limit presently prescribed by Section 357B.8(2)(a)&(b),Code of Iowa at ($0.6075) per thousand dollars of assessed value of the area serviced in this Agreement.

The City will pay on a total of assessed valuation of regular and agricultural real estate within the City, using a matching formula, as what the Township levies on an annual basis,

**8. Fire Advisory Board**
In order to facilitate communication, there is hereby created a Fire Advisory Board consisting of one Trustee from each Township served by the City, one elected official of the City, the Fire Chief or the Chief's designee, which Board shall consider and advise the city council on an annual budget for the operation of the department, the equitable cost share of services and for all major expenses and purchases of new fire vehicle and equipment. The Fire Advisory Board shall be created for strictly advisory and communication purposes and shall not be responsible for the administration and operations of the Fire Department.

The budget for expenditures for fire protection and emergency services shall be submitted to the city council of the City, along with the intergovernmental revenue agreed upon as city revenue, not later than January 15th prior to the time of tax asking by the City for the ensuing fiscal year. The annual budget shall be prepared and presented as outlined ~~in (Exhibit B) of this Agreement~~.

**9. Township Payments**
It is agreed that the Township Clerk shall promptly transmit, on or before March 1st and September 1st 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 cost agreed to under this Agreement. Payments shall be sent to the City Clerk of the City.

**10. 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 emergency.

**11. Service To Other Areas**

If the City wishes to serve a township or a part of a township or a city or a part of a city not parties to this 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 cost and depreciation on inventory.

**12. 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 operations, with limits not less than:
   1. Bodily Injury Liability
   2. Property Damage Liability

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

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

**13. 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 an reasonable attorney fees, arising out of the death of or injury to any person or persons or out of 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 its respective interest.

**14. 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 **20** numbered sections, and includes **2** exhibits. 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.

**15. 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 fees.

**16. Article Headings**

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

**17. Execution of Document**

The parties agree to timely execute and 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.

**18. 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 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 this Agreement shall be filed with the Secretary of State and recorded in the office of the Delaware County Recorder.

**19. Term of Agreement**

This Agreement, unless properly terminated, shall continue in effect for one year beginning July 1, 2011, and shall automatically renew from year to year on the first day of July, upon the same terms and conditions, and / or as amended by all parties by resolutions of the city council and township trustees made at least (30) days prior to the first day of February next preceding the above date or any subsequent February 1st thereafter.

**20. Termination**

In the event that any public entity that is 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 who are a party to this agreement 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 Township to the City.

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

Date: 6-13-11 Bill J. Alden, Mayor

Date: 6-13-11 Christine A. King, City Clerk

Christine A. King

Approved by the Board of Trustees of **Coffins Grove Township**, Delaware County.

Date: 6/13/11 Gerald D. Lee, Trustee Chairperson

Gerald D. Lee

Date: 6/13/11 Colleen Eagan, Township Clerk

Colleen Eagan

On this 13th day of June, 2011, before me, Randle R Fiddelke, a Notary Public in and for the State of Iowa, personally appeared Bill J. Alden and Christine A. King, 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, on the 13th day of June, 2011, and that Bill J. Alden and Christine A. King 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.

Notary public in and for the State of Iowa

RANDLE R FIDDELKE
Notarial Seal - Iowa
Commission # 100001
My Commission Expires 3-24-14

My commission expires 3-24-14

On this 13th day of June, 2011, before me, Randle R. Fiddelke, a Notary Public in and for the State of Iowa, personally appeared Gerald D. Lee and Colleen Eagan, to me personally known, and who, being by me duly sworn, did state that they are the Trustee - Chairperson and Township Clerk, respectively, of Coffins Grove Township in Delaware County, Iowa; that Gerald D. Lee and Colleen Eagan 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.

Notary public in and for the State of Iowa

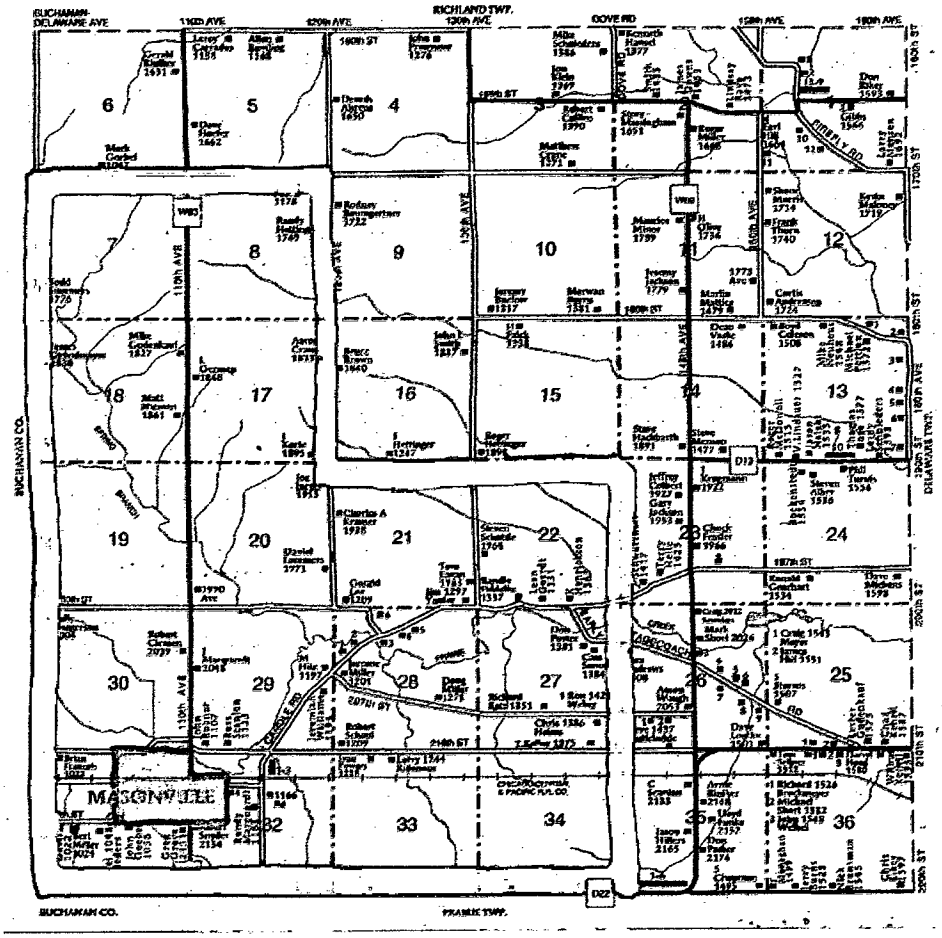
RANDLE R FIDDELKE
Notarial Seal - Iowa
Commission # 100001
My Commission Expires 3-24-14

My commission expires 3-24-14

(EXHIBIT A)

# COFFINS GROVE TOWNSHIP

T-89-N R-6-W




## MASONVILLE FIRE DEPARTMENT
Area of Coverage