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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

This agreement was prepared by & return to: Max J. Andrews
Coffins Grove Township Trustee
1408 Early Stagecoach RD
Manchester, IA 52057-8923
Ph: 563.927.2410

Agreement and Contract for

Fire Protection and Emergency

Response Services

between

CITY OF MASONVILLE, IOWA

and COFFINS GROVE TOWNSHIP,

DELAWARE COUNTY, IOWA

Legal Description: Located on (Page 2) & (Page 8) of this agreement

Filed - Secretary of State: (8-29-12) #M505457

Recorded - County Recorder: _____

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
Described geographical area: 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. An itemized budget for "Present FY" and "Forecasted FY" along with a summary call & training report, shall be prepared and presented to the Township.

9. Township Payments
In accordance with the Iowa Attorney General and the legal counsel of Iowa State Association of Counties: The local Township Trustees have in the past and present, levy a tax pursuant to the Iowa Code Section 359.43 for the purpose of 359.42 "Fire Protection". These Funds would not be used for any other purpose, and transfer of these Funds to different funds, even though

the City manages the funds, would not be allowed. Therefore a "Checking Account" specific to the Fire Department, will be established and maintained at an FDIC approved bank. The City Clerk will be one of two signatures on each check issued. All members of the Fire Advisory Board, Township Clerk, & Fire Department Secretary, will have provided to them, a detailed monthly statement of income and expenses of the Fire Department Fund, within forty-five days of receiving each month ending bank statement.

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 **(8)** page(s) and encompasses **(20)** numbered sections, and includes **(1)** exhibit(s), and has attached **(0)** Amendment(s). 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

Any amendment(s) to this Agreement may be adopted and implemented without termination of this original agreement, if all signees of this agreement unanimously agree to the amendment(s) in writing. The written amendment(s) will be added and numbered as "Amendment-month-day-year" and totals of Amendment(s) updated in section 14. of this agreement, and will be adopted upon the legally recorded completion date of the Delaware County Recorder.

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.

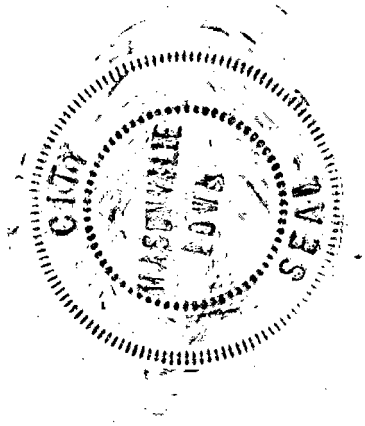
19. Term of Agreement

This Agreement, unless properly terminated, shall continue in effect for one year beginning **July 1, 2012**, 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 according to Section 18.

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.

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: 6-28-12 Bill Alden, Mayor

Date: 6/26/12 Marge Horstman, City Clerk

Approved by the Board of Trustees of **COFFINS GROVE** Township, Delaware County.

Date: 6-28-12 Randle Fiddelke, Trustee

Date: 6/28/12 Max J. Andrews, Trustee

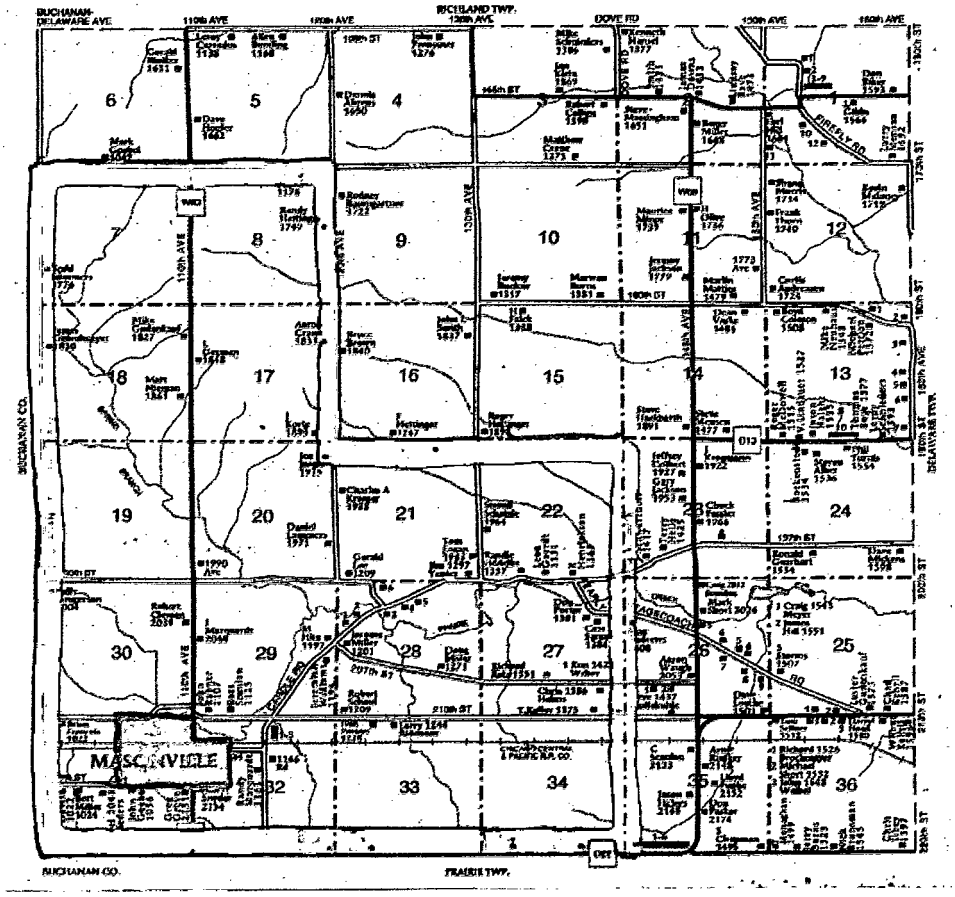
Date: _____ _____, Trustee
Gerald Lee

Date: 7/09/12 Colleen K Eagan, Township Clerk

(EXHIBIT A)

COFFINS GROVE TOWNSHIP

T-89-N R-6-W



MASONVILLE FIRE DEPARTMENT
Area of Coverage

On this 28TH day of JUNE, 2012, before me, Randle R. Fiddelke, a Notary Public in
9TH " " JULY
and for the State of Iowa, personally appeared Max J. Andrews and Colleen Eagan, to me personally known, and who, being by me duly sworn, did state that they are the Trustee and Township Clerk, respectively, of Coffins Grove Township in Delaware County, Iowa; that Max J. Andrews 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.

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

Notary public in and for the State of Iowa

My commission expires 3-24-14

On this 28th day of June, 2012, before me, Deb Burkle, a Notary Public in and for the State of Iowa, personally appeared Randle R. Fiddelke, to me personally known, and who, being by me duly sworn, did state that he is a Trustee of Coffins Grove Township in Delaware County, Iowa; that Randle R. Fiddelke acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Deb Burkle
Notary public in and for the State of Iowa

My commission expires 6-10-14

