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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

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Agreement for Fire Protection Services between the City of Van Meter, Iowa and Lee Township, Madison County, Iowa (28E Agreement)

Title of Document (on/above line)

PREPARER INFORMATION:

Erin Hardisty, Madison County Attorney's Office
112 N. John Wayne Drive
Winterset, IA 50273
(515) 462-5034

TAXPAYER INFORMATION:

(name and mailing address)

✓ RETURN DOCUMENT TO:

City of Van Meter
c/o Jessica Drake
310 Mill Street, PO BOX 160
Van Meter, IA 50261

GRANTOR:

City of Van Meter

GRANTEE:

Lee Township

AGREEMENT FOR FIRE PROTECTION SERVICES

Between the

City of Van Meter, Iowa

And

Lee Township, Madison County, Iowa

- 1. Public Entities:** This agreement and contract shall be between the City of Van Meter, Iowa ("the City") and Lee Township ("the Township").
- 2. Area of Service:** The areas to be afforded fire suppression and emergency response services, as provided by this agreement is an unincorporated portion of the Township as more specifically shown in the map attached hereto and incorporated by reference herein as "Attachment A."
- 3. Services Provided:** The City will respond with necessary personnel and equipment to all fire calls (for the purpose of suppression, search and rescue, or other emergency services as directed by central dispatch in Madison County for the area of the Township described in Attachment A) unless the City's fire equipment is actively engaged in a call at the time. If the City's equipment is engaged, the City will make best efforts to provide additional equipment through other existing mutual aid agreements.
- 4. Equipment:** The City will at all times own, maintain, house, and staff the fire protection equipment used under this Agreement. All such equipment will remain the equipment of the City following termination of this Agreement.
- 5. Taxes:** The Trustees of the Lee Township will levy enough taxes within the tax rate limitations prescribed by Iowa State Law to pay for the township's share of fire equipment, maintenance, re-placement, and other necessary expenditures to provide fire protection. It is further agreed that during the term of this Agreement, the levy shall be .4050 dollars per 1,000 dollars of the assessed valuation of the property of the Township and that levy shall be limited to the tax district described in Attachment A.
- 6. Payment:** Lee Township will pay the City of Van Meter its share of fire protection cost from the tax levies collected as required by Section 5 of this Agreement. Payments shall be sent to the City Clerk of the City of Van Meter.
- 7. Service Calls:** Any person residing within the boundaries of the area of services as shown in Attachment A may call for fire protection and that there shall be no charge for the fire call. Fire protection should be defined as the dispatch of one fire truck and the persons necessary to operate said truck, and the equipment

thereon, and that additional equipment shall be provided only as deemed necessary or possible without endangering property within the city limits of Van Meter, Iowa, and as permitted by the rules of Iowa Insurance Services Office.

8. **Budget:** The Chief of the Fire Department of the City of Van Meter ("Fire Department") shall prepare a proposed budget for fire protection and submit it to the Council of the City of Van Meter on or before February 1 of the year before the budget year for which the budget is to apply. . The Council shall approve with or without amendment the proposed budget and the approved budget shall be immediately transmitted to the Clerk of Lee Township. The Trustees of the Township may either accept the budget, or consult with the Council at its first budget meeting in March in order to work out an acceptable budget.
9. **Payment Dates and Records:** The Township will transmit to the City Clerk of Van Meter that portion of all monies collected under the fire protection tax prorated to represent service area as opposed to the whole of the Township, during the first half of the fiscal year not later than December 15 immediately following and all such monies collected in the last six (6) months of the fiscal year not later than June 25 in that same period. Records of the City Clerk of Van Meter shall be opened for inspection at all times. Payments shall be sent to the City Clerk of the City of Van Meter.
10. **Prorated Shares:** The Fire Department will be used for fire protection in three other townships (Boone, Van Meter, and Jefferson), and that said townships will pay for their prorated share, based upon section of land covered, of fire equipment, maintenance, replacement, and other necessary expenditures to provide fire protection. It is further agreed that the city fire equipment may be used in connection with any mutual aid agreement made with any other municipality in the area for assistance in the event of an extraordinary emergency.
11. **Term and Duration:** This agreement shall be in effect upon signing subject to approval by the Township Board of Trustees and the City Council for the year ending June 30, 2024, and will be renewed automatically for periods of one (1) year unless terminated or amended by the parties by resolutions of the City Council and Township Trustees made prior to January 20th next proceeding the above date or any subsequent January 20th thereafter.
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** - Included is coverage for direct operations, independent contractors, contractual liability and completed operations, with limits not less than:
 - a. **Bodily Injury Liability** - \$100,000.00 each person and \$300,000.00 each occurrence
 - b. **Property Damage Liability** - \$100,000.00 each occurrence with \$100,000.00 aggregate
 - B. **Worker's Compensation:** Including employer's liability in accordance with the Worker's 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 City shall at all times during the term of this Agreement and thereafter, indemnify, defend and hold the Township harmless against all claims for personal injury or property damage caused by the City or its Firefighters or Rescue Personnel arising out of the performance of this contract. The Township shall at all times during the term of this Agreement indemnify, defend, and hold the City harmless against all claims for personal injury or property damage caused by Township employees arising out or related to the performance of this contract by the City. Nothing in this agreement, however, constitutes a waiver of any legal defense or governmental immunity provided to the City or the Township under common law or the Iowa Code for any personal injury or property damage claim. The obligation to indemnify shall include attorney fees and court costs.
14. **Filing:** The City Clerk shall cause this agreement to be recorded in the office of the County Recorder of both Madison County and Dallas County and filed with the Secretary of State upon approval and signatures.
15. **Amendments:** Any amendment, before adoption, must receive approval of all the governing bodies of the public entities that are signatories of this Agreement. An amendment is required to add another public agency as a signatory party to this Agreement.
16. **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 on the State of Iowa and the venue of Dallas County, Iowa. Each entity WAIVES their right to a jury trial in the event of any such dispute. 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.
17. **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. Notwithstanding the foregoing, appropriate action by resolution or otherwise pursuant to law of the governing bodies involved shall be necessary before this Agreement may enter into force.

18. **Termination:** In the event that any public entity that is party to this Agreement shall desire to terminate this Agreement before the current term is scheduled to expire, a written notice of termination shall be completed and delivered to all other public entities by hand delivery or certified mail. Except as stated below, said termination shall not become effective until the next June 30 and all current and outstanding payments for services have been made by the Township to the City. Provided, however, if the notice is served on or between February 1 and June 30, the termination shall not be effective until the following December 31.

19. **Complete Agreement:** This Agreement is the complete agreement of the parties and nothing further may be utilized to explain, contradict or nullify the Agreement. Each party has had ample opportunity to seek independent advice with regards to its terms. If there are to be any changes to the Agreement, they shall be done in writing and signed by all entities.

Approved by City Council of the City of Van

8/15/2023

Do Notate: Iowa on _____, 2023

Allen B. Adams
E3D1D07D86D34B0...

Do Notate:

Jessica Drake
0D7802E00D01407...

Clerk

Approved by the Board of Trustees of Lee

Township on _____, 2023.

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Approved by City Council of the City of Van

8/15/2023, 2023

Allen B. Adams

Jessica Drake

Clerk

Approved by the Board of Trustees of Lee

9/24, 2023.

Teresa Armstrong

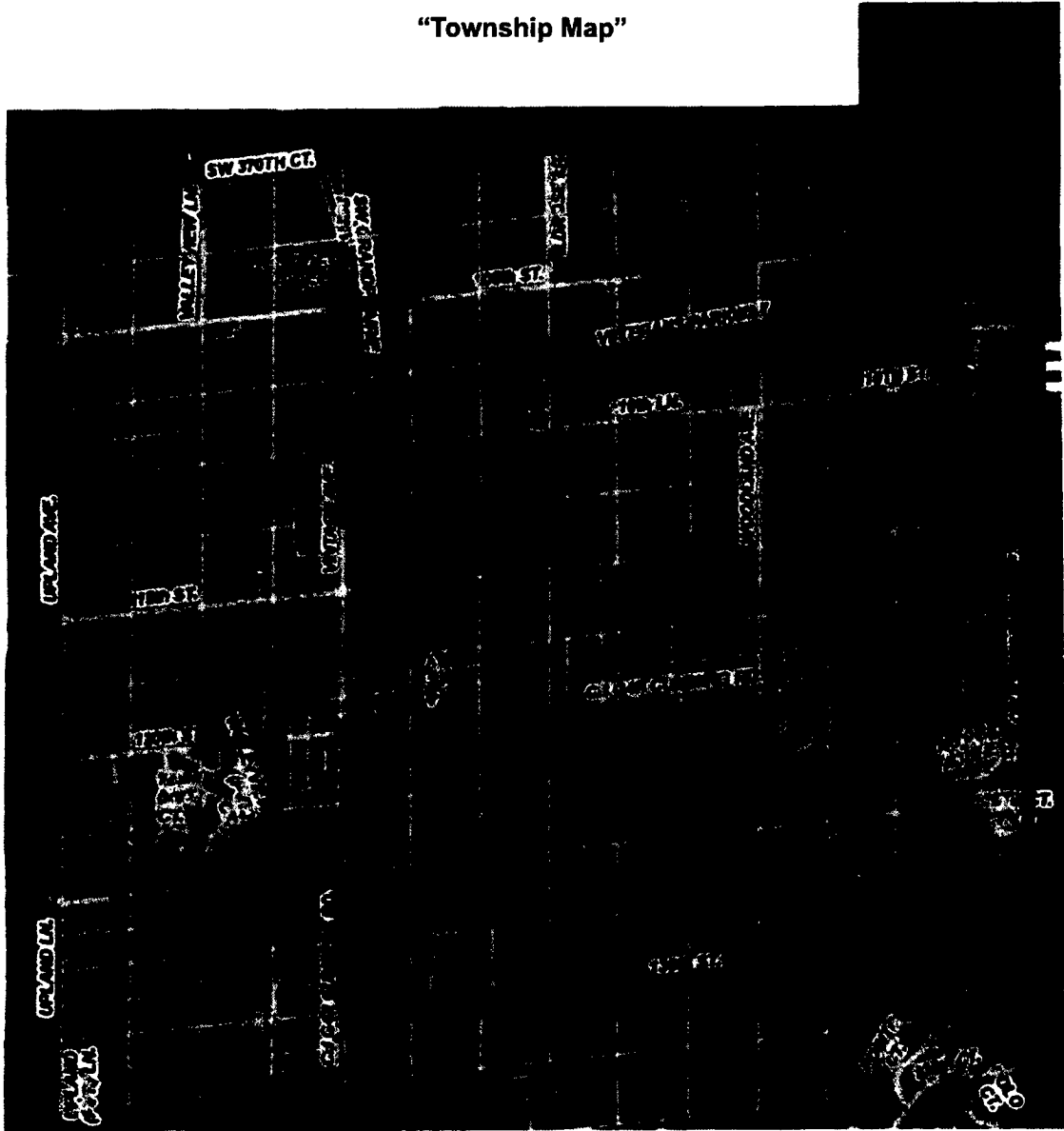
J Wes Duman

[Signature]

Eric Krueger

Wigald Bunn

Attachment A
"Township Map"



Lee Township Fire Protection Service Areas
Van Meter- Outlined area, north of Veterans Parkway
Winterset- Outlined area, south of Veterans Parkway

Attachment A- Service Area

Certificate Of Completion

Envelope Id: 97C42F76AA6B4964942EDC06F75398C8

Status: Completed

Subject: Complete with DocuSign: #2023-74.pdf, #2023-75.pdf, #2023-76.pdf, #2023-77.pdf, #2023-78.pdf, #...

Source Envelope:

Document Pages: 42

Signatures: 41

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

City Admin

310 Mill St

PO BOX 160

Van Meter, IA 50261

info@vanmeteria.gov

IP Address: 198.40.226.118

Record Tracking

Status: Original

8/15/2023 11:52:36 AM

Holder: City Admin

info@vanmeteria.gov

Location: DocuSign

Signer Events

Allan Adams

aadams.vanmeteria@gmail.com

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by: Allan B Adams E8D1D87D98D349D...

Signature Adoption: Drawn on Device

Using IP Address: 50.82.233.151

Signed using mobile

Timestamp

Sent: 8/15/2023 12:09:16 PM

Viewed: 8/17/2023 7:39:12 AM

Signed: 8/17/2023 8:09:37 AM

Electronic Record and Signature Disclosure:

Accepted: 11/15/2022 10:07:10 AM

ID: 353e9496-8535-4ebb-aa35-7a6f0b0a2076

Jessica Drake

jdrake@vanmeteria.gov

Security Level: Email, Account Authentication (None)

DocuSigned by: Jessica Drake 007992E9D081487...

Signature Adoption: Pre-selected Style

Using IP Address: 198.40.226.118

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Viewed: 8/15/2023 12:22:22 PM

Signed: 8/15/2023 12:25:11 PM

Electronic Record and Signature Disclosure:

Accepted: 1/10/2023 8:42:32 AM

ID: 706708c4-2165-455b-9f0c-d613244fa06d

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

8/15/2023 12:09:16 PM

Envelope Summary Events

Certified Delivered
Signing Complete
Completed

Status

Security Checked
Security Checked
Security Checked

Timestamps

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8/17/2023 8:09:37 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure