

**AGREEMENT FOR FIRE PROTECTION**

**AGREEMENT** made this 6<sup>th</sup> day of June, 1995, between the City of Van Meter, Iowa, hereinafter referred to as "City of Van Meter" and Jefferson Township, Madison County, Iowa, hereinafter referred to as "Jefferson Township."

**WHEREAS**, Jefferson Township is in need of fire protection for certain property within its borders legally described as follows:

All of Section One (1) through Section Sixteen (16); and all of Section Twenty-one (21) through Section Twenty-four (24); the North Half of the Northwest Quarter of Section Twenty-eight (28); and the Northeast Quarter of the Northeast Quarter of Section Twenty-nine (29), all in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Jefferson Township, Madison County, Iowa,

and

**WHEREAS**, the City of Van Meter owns fire protection equipment that could be used to service the fire protection needs of the city as well as the area described above and is willing to provide, maintain, house and man said fire protection equipment; and

**WHEREAS**, Jefferson Township, in addition to providing its share of the bond payment to the City of Van Meter for the previous purchase of fire equipment, is willing to pay its pro rata share of the Van Meter Fire Department annual budget, which shall be agreed upon on an annual basis as provided herein; and

**WHEREAS**, it would be in the best interests and to the mutual advantage of both parties to this agreement to pool their resources to provide fire protection.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties agree as follows:

- 1. The City of Van Meter, Iowa, shall provide fire protection within the boundaries of the above-described property. Fire protection shall 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 and permitted by the rules of the Iowa Insurance Services office.

COPIES   
RECORDED   
COMPALED

REC \$ 15<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>

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MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

2. Jefferson Township shall pay, in addition to its share of the bond payment to the City of Van Meter for its previous purchase of fire equipment, its pro rata share of the Van Meter Fire Department annual budget, which shall be agreed upon on an annual basis as provided herein.

3. The Chief of the Fire Department of the City of Van Meter shall prepare a proposed budget for fire protection, and it shall be submitted to the Council of the City of Van Meter on or before the regular council meeting in December 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 shall determine the percentage share of the City and the Townships. The approved budget shall then be transmitted to the Trustees of the various townships receiving fire protection from the City of Van Meter. The Trustees of the Township may either accept the budget, or consult with the Van Meter City Council at its first budget meeting in January, in order to work out an acceptable percentage and budget.

4. It is agreed that Jefferson Township will transmit to the City Clerk of Van Meter, Iowa, that portion of all monies collected by said township for fire protection prorated to represent the area described above in relation to the whole area of Jefferson Township, during the first half of the fiscal year not later than December 31 of said fiscal year and all such monies collected in the second half of the fiscal year not later than June 30 of said fiscal year. Records of the City Clerk of Van Meter shall be opened for inspection at all times.

5. It is agreed that Van Meter's fire equipment will be used for fire protection in three (3) other townships, namely Lee, Boone, and Van Meter and that said townships will pay for their prorated share, based upon sections 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.

6. All fire protection equipment owned by the City of Van Meter at the time of execution of this agreement or purchased thereafter shall remain the sole property of the City of Van Meter.

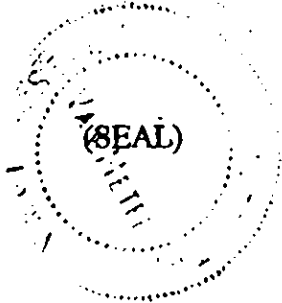
7. This agreement shall be in effect for the fiscal year commencing on July 1, 1995, and shall automatically renew upon expiration from year to year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this agreement on or before February 15 of the year preceding the year that the termination is to become effective. This agreement shall not continue because of an absence of notice in the event there is a default in the performance of this agreement.

8. The Clerk of the City of Van Meter, Iowa, 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 fifteen days subsequent to the last date of approval, below, by the governing bodies designated.

Approved by the City Council of  
the City of Van Meter, Iowa on

3-13, 1995.

Jack A. Rockwell 6/6/95  
Mayor Date  
Bob A. Gray 6-6-95  
Fire Chief



Approved by the Board of  
Trustees of Jefferson Township on

MARCH 16, 1995.

Willie Jones  
Russell Wright  
Herbert W. Rehbein

Lyle E. Marquardt, 3/16/95  
Township Clerk Date

IN WITNESS THEREOF, Jefferson Township, Madison County, Iowa, has,  
By Resolution, caused this Agreement to be executed this 16<sup>th</sup> day of  
MARCH, 1995.

JEFFERSON TOWNSHIP

ATTEST:

Lyle E. Marquardt  
Clerk, Jefferson Township