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PATRICK F GILL, AUDITOR AND RECORDER
WOODBURY COUNTY IOWA 

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After recording return to: City of Sergeant Bluff, 401 4th Street, P.O. Box
703, Sergeant Bluff, IA 51054

**AGREEMENT AND CONTRACT FOR FIRE PROTECTION
AND EMERGENCY RESPONSE SERVICES**

Between the

City of Sergeant Bluff, located in Woodbury County, State of Iowa

and

Woodbury Township, Woodbury County, State of Iowa

**AGREEMENT AND CONTRACT FOR FIRE PROTECTION
AND EMERGENCY RESPONSE SERVICES**

Between the

City of Sergeant Bluff, located in Woodbury County, State of Iowa

and

Woodbury Township, Woodbury County, State of Iowa

1. Public Entities

This agreement and contract under Chapter 28E of the Code of Iowa shall be between the City of Sergeant Bluff, hereafter referred to as "the City," and Woodbury Township, hereafter referred to as "the Township."

2. Area Service

The legal description 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. A map of the area described in Exhibit A is attached as Exhibit B to this Agreement.

3. Services Provided

It is agreed that the City will provide fire protection and other emergency services as set forth in Exhibit C for all property in the Township as described in Exhibit A. Exhibit C is hereby included and made a part of this Agreement.

4. Tax Levies

It is agreed that the Trustees of the Township shall levy the current maximum tax rate of 60¼¢ per thousand dollars allowed within the tax limitations prescribed by the Code of Iowa to pay for the Township's cost of fire and emergency equipment maintenance and all other necessary expenditures to provide fire protection and other emergency services to the Township. If the Iowa Legislature changes the amounts which may be levied, representatives of the Township and representatives of the City shall meet and review the amounts provided for under this agreement.

5. Township Payments and City Contribution

It is agreed that the Township Clerk shall promptly transmit to the City, on or before December 1st and June 1st of each year, tax monies received during the six (6) months immediately preceding said dates resulting from the fire protection levies. Payment shall be the total amount collected by the Township and shall be applied

by the City to pay costs for services provided under this Agreement. Payments shall be sent to the City Clerk of the City of Sergeant Bluff. The Township shall provide a written summary verifying the amounts levied and collected on an annual basis.

It is further agreed that the City will pay for the actual costs and expenses incurred for all fire protection and other emergency services for the City and the Township. The City is authorized to maintain and acquire any equipment or staff necessary to provide fire protection and other emergency services without the consent or approval of the Township.

6. Equipment

It is agreed that the City will own, maintain, house and staff the fire protection and other emergency equipment used under this Agreement.

It is further agreed that the Trustees of the Township shall transfer ownership to the City of all fire service apparatus and/or equipment in its inventory upon the signing of this Agreement. Thereafter, all vehicles and equipment shall be the property of the City. Upon transfer of all Township fire service apparatus and/or equipment, the 2004 indebtedness of the Township to the City in the amount of \$47,206.89, shall be cancelled.

7. 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 extraordinary emergency.

8. 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 long as the fee is assessed and collected on a similar basis to the township's contribution under this Agreement, after considering the new costs and depreciation on inventory.

9. 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 completing operations, with limits not less than:

1. Bodily Injury Liability - \$1,000,000.00 per occurrence
\$2,000,000.00 aggregate
 2. Property Damage Liability - \$1,000,000.00 per occurrence
\$2,000,000.00 aggregate
- B. Workers' Compensation: Including employer's liability in accordance with the Workers' Compensation Laws of the State of Iowa.
- C. Malpractice/Errors & Omissions: Coverage for all fire fighters and officers for errors and omissions in the performance of duties with a maximum limit of no less than \$1,000,000.00.
- D. Automobile: Coverage for all vehicles used to provide fire protection and emergency services, with a maximum limit of no less than \$1,000,000.00 per occurrence.
- E. Umbrella: Additional coverage for excess of any other coverage limits of up to \$5,000,000.00.

10. 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 and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any 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 interests.

11. Access to Information

The City will provide upon the Township's request copies of all proposed and final budgets for the City's fire and emergency services department. They City will annually report to the Township information regarding the fire departments activities, including the number of responses to the Township and the total number of service responses by the department.

11. 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 ___ pages and encompasses ___

numbered sections. 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.

12. Jurisdiction, Venue, and Attorneys' Fees

In the event there are any disputes that arise between entities, all entities hereby consent and agree to the jurisdiction of the State of Iowa and the venue of Woodbury County, Iowa. All disputes shall be decided according to the laws of the State of Iowa and the prevailing entity shall be entitled to the award of reasonable attorneys' fees and costs.

13. 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.

14. Effective Dates and 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 Recorder of Woodbury 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 which shall be deemed effective fifteen (15) days subsequent to the last date of approval, as set out below, by the governing bodies of the entities entering this Agreement.

Any amendment, before adoption, must be approved by 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. Any duly approved amendments to the Agreement shall be filed with the Secretary of State and recorded in the office of the Recorder of Woodbury County, Iowa.

15. Term of Agreement

This Agreement shall be in effect for the two years ending June 30, 2007, and may be terminated, or extended for periods of two years at a time, and/or amended by all parties by resolutions of the city council and township trustees made at least thirty (30) days prior to the first day of February next preceding the above date or any subsequent first day of February thereafter.


16. Termination

In the event that any public entity that is a 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 by hand delivery or certified mail by the first day of February prior to the expiration date of this Agreement as stated in Section 15. Said withdrawal or termination shall not become effective until the thirtieth day of June, 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 Sergeant Bluff, Iowa.

Date: 01/14/06

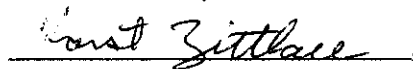
 Mayor/Mayor Pro Tem

Date: 1/14/06

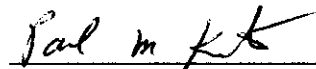
, City Clerk

Approved by the Board of Trustees of Woodbury Township.

Date: 14th Jan 06

, Trustee- Chair Person

Date: 14 Jan 06

, Township Clerk

Filed with Secretary of State.

Date: 11-22-05 7-12-05

Recorded with Woodbury County Recorder.

Date: _____

EXHIBIT "A"

Area to be served by Agreement between the City of Sergeant Bluff and Woodbury Township, Woodbury County, Iowa is legally described as follows:

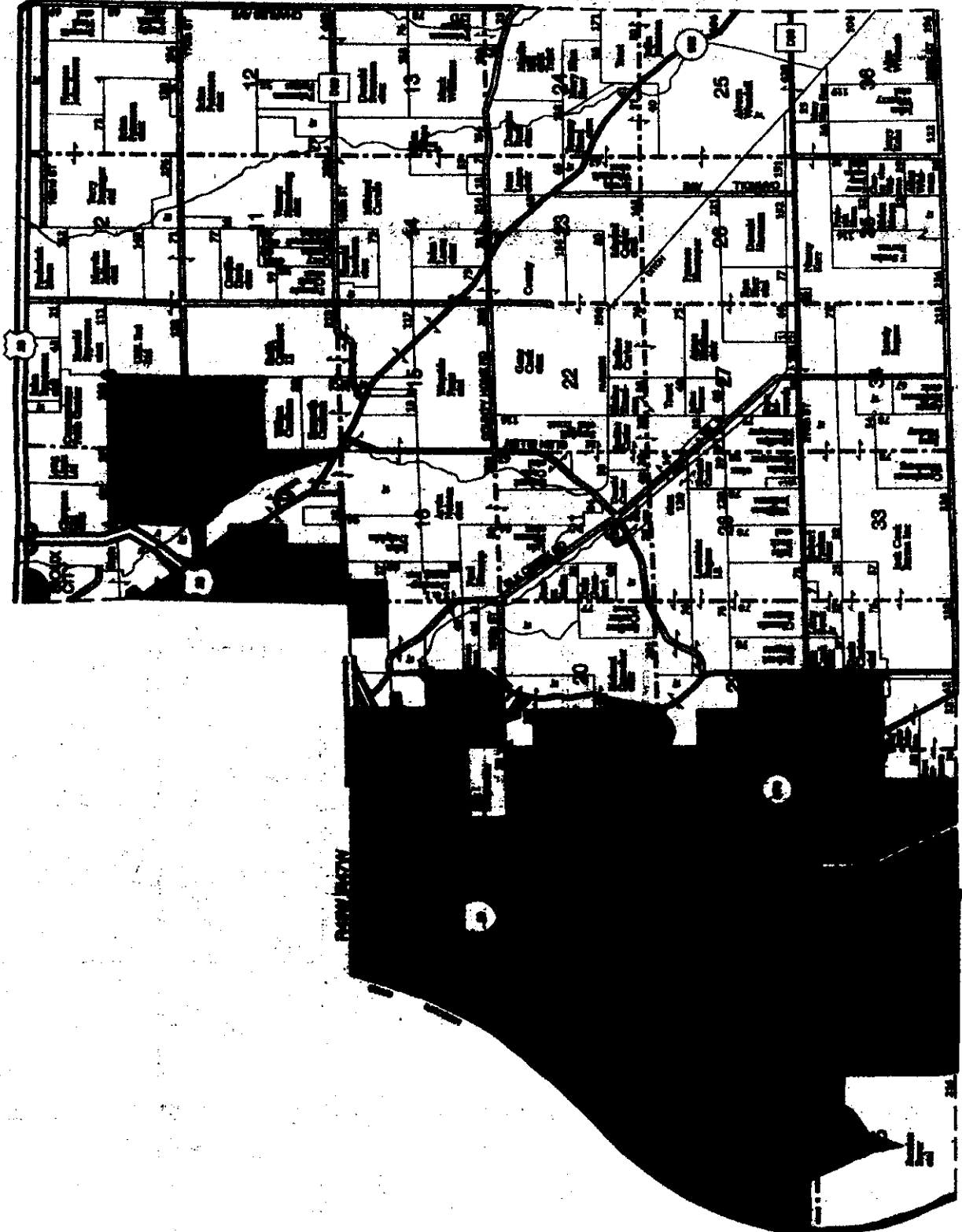
THOSE SECTIONS OR PARTS OF SECTIONS 1-36 IN T-88-N, R-47-48-W THAT HAVE NOT BEEN ANNEXED BY SIOUX CITY, WOODBURY COUNTY, IA, OR SERGEANT BLUFF, WOODBURY COUNTY, IA:

TOWNSHIP 88 NORTH, RANGE 47-48 WEST OF PRINCIPAL MERIDIAN 88 EQUAL TO THIRTY SIX (36) SQUARE MILES MORE OR LESS.

EXHIBIT "B"

Area to be served by Agreement between the City of Sergeant Bluff and Woodbury Township, Woodbury County, Iowa is represented by the following map:

R-47-48-W



T-88-N

EXHIBIT "C"

Fire Protection and Emergency Response Services that will be provided by the City of Sergeant Bluff to the Sections of Woodbury Township described in Exhibit "A" are as follows:

- Fire Protection
- Emergency Medical Rescue Services
- Disaster Services