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OCT 25 2005

PATRICK F GILL, AUDITOR AND RECORDER
WOODBURY COUNTY IOWA

Agreement and Contract for
Fire Protection and Emergency
Response Services Between

Salix Volunteer Fire Department, Inc.,
Salix, Iowa
and

Liberty, Lakeport and Grange Townships and City of Salix
Woodbury County, Iowa Iowa

Return to:
This Agreement prepared by:
Dale B. Smith
423 Evans St., P.O. Box AC
Sloan, Iowa 51055
712-428-3822

Filed - Secretary of State: _____

Recorded - County Recorder: _____

1. Public Entities

This agreement and contract shall be between the Salix Volunteer Fire Department, Inc., hereafter referred to as "the Corporation", and Liberty Township, Lakeport Township and Grange Township, hereafter referred to as "the Townships", and the City of Salix, Iowa, hereafter referred to as "the City".

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 Corporation will provide fire protection and other emergency services as set forth in Exhibit C for all property in the Townships and in the City as described in Exhibit A. Exhibit C is hereby included and made a part of the agreement.

4. Equipment

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

5. Tax Levies

It is agreed that the Trustees of the Townships and the City Council of the City will levy enough taxes within the tax limitations prescribed by the Code of Iowa to pay for the Township's and City'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. Cost Sharing Formula

The amounts that each party to this Agreement shall pay shall be based on the following formula:

City of Salix - contribution of real property for fire station

Liberty Township - 94.7%

Lakeport Township - 2.55%

Grange Township - 2.75%

7. 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 Corporation, one elected official of the City, and the Fire Chief or the Chief's designee, which Board will consider and advise the Corporation on the annual budget for the operation of the Corporation, the equitable cost share of services and for all major expenses and purchases of new fire vehicles 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 Corporation.

The budget for expenditures for fire protection and emergency services shall be submitted to the Corporation, along with the intergovernmental revenue agreed upon as city revenue, not later than January 1st prior to the time of tax asking by the City and Townships for the ensuing fiscal year. The annual budget shall be prepared and presented as outlined in the Exhibit D of this Agreement.

8. Township Payments

It is agreed that the Township Clerks shall promptly transmit, on or before December 1st and June 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 costs agreed to under this Agreement. Payments shall be sent to the Corporation.

9. Mutual Aid Agreements

It is agreed that the fire equipment may be used in the fire protection areas outside the area covered by this Agreement in accordance with mutual aid agreements between the Corporation and other cities or Townships to assist each other in the event of an emergency.

10. Service to Other Areas

If the Corporation wishes to serve a township or 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 costs and depreciation on inventory.

11. Insurance Coverage

The Corporation 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 and Property - | \$1,000,000.00 each occurrence; |
| Damage Liability | \$2,000,000.00 aggregate. |
| 2. Auto Liability | \$1,000,000.00 combined single limit. |
| 3. Umbrella Liability Policy | \$2,000,000.00 |

B. Worker's Compensation: Including employers liability in accordance with 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 with a maximum limit of no less than \$1,000,000.00.

12. 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 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.

13. 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 19 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.

14. 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 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 reasonable attorney's fees.

15. Article Headings

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

16. 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.

17. 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 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 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 the Agreement shall be filed with the Secretary of State and recorded in the office of the Woodbury County Recorder.

18. Term of Agreement

This Agreement shall be in effect for two years ending June 30, 2007, and shall remain in effect if no action is taken by any party to this Agreement, and may be terminated, or be 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 February 1st thereafter.

19. 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 18.

Said withdrawal or termination shall not become effective until June 30th, and all current and outstanding payments for services have been made by the townships and city to the Corporation.

Approved by the City Council of the City of Salix, Iowa:

Date: 9-8-05

Paul Scott Mayor Barbara Parker City Clerk: Date: 9-8-05

Approved by the Board of Trustees of Liberty Township:

Dated: 9-9-05

John Hollenbeck, Chair Barbara Parker Clerk: Date: 9-9-05

Approved by the Board of Trustees of Lakeport Township:

Dated: 9-13-05

Don Small, Chair Robert B. Meyer Clerk: Date: 9-13-05

Approved by the Board of Trustees of Grange Township:

Dated: 9-13-05

James H. Cox, Chair Bill Wadman Clerk: Date: 9-13-05

Approved by the Board of Directors of Salix Volunteer Fire Department, Inc.:

Dated: 9-8-05

David M. Smith, Pres. Will Johnson, Sec.: Date: 9-8-05