

RESOLUTION 1992

RESOLUTION APPROVING 28E AGREEMENTS BETWEEN THE CITY OF WEST BRANCH, IOWA AND THE BOARDS OF TRUSTEES OF CASS, GOWER, GRAHAM, IOWA, SCOTT AND SPRINGDALE TOWNSHIPS FOR THE PURPOSES OF FIRE PROTECTION AND AID AND ASSISTANCE FOR OTHER EMERGENCIES OR DISASTERS RELATING TO LIFE AND PROPERTY, OR HAZARDOUS MATERIALS.

WHEREAS, it is in the best interest of the City of West Branch and Cass, Gower, Graham, Iowa, Scott and Springdale Townships to have a joint agreement for the purpose of providing fire protection and aid and assistance for other emergencies or disasters relating to life and property, or hazardous materials; and

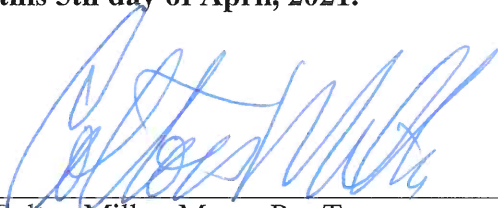
WHEREAS, the City Council finds it in the best interest of the residents of West Branch to have updated agreements in place to provide these services to the various townships; and

WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned 28E Agreements are hereby approved. Further, the Mayor is directed to execute the agreements on behalf of the City.

* * * * *

Passed and approved this 5th day of April, 2021.



Colton Miller, Mayor Pro Tem

ATTEST:


Leslie Brick, Deputy City Clerk

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 20th day of January, 2021, between the City of West Branch, hereinafter known as the "providing agency" and the Board of Trustees of Springdale Township, Cedar County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Iowa Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Springdale Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the "providing agency."
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 20, 2021, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date , in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2021, the sum of \$33,851.00 which shall be for the period running to July 1, 2022, and \$33,851.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
6. **INDEMNITY.** The providing agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person
\$300,000.00 each occurrence

B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 20th day of January, 2021, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

BY


MAYOR PRO TEM

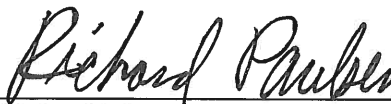
Colton Miller

BY

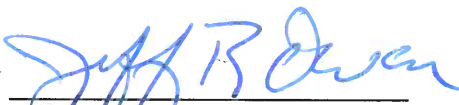

CITY CLERK

SPRINGDALE TOWNSHIP

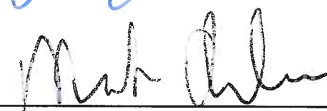
BY


TRUSTEE

BY


TRUSTEE

BY


TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 20th day of January, 2021, between the City of West Branch, hereinafter known as the "providing agency" and the Board of Trustees of Scott Township, Johnson County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Scott Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Scott Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the "providing agency."
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 20, 2021, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date , in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2021, the sum of \$83,154.00 which shall be for the period running to July 1, 2022, and \$83,154.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
6. **INDEMNITY.** The providing agency agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

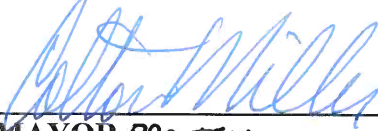
A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person
\$300,000.00 each occurrence

B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 20th day of January, 2021, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

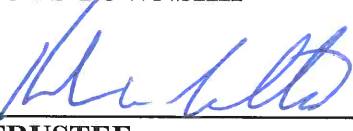
CITY OF WEST BRANCH

BY 
MAYOR PRO TEM

Cotton Miller

BY 
CITY CLERK

SCOTT TOWNSHIP

BY 
TRUSTEE

BY 
TRUSTEE

BY 
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 29th day of January, 2020, between the City of West Branch, hereinafter known as the "providing agency" and the Board of Trustees of Graham Township, Johnson County, Iowa, hereinafter referred to as "Township."

WITNESS:WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.

WHERAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Graham Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Graham Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the "providing agency."
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 29, 2020, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date , in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTOL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2020, the sum of \$18,921.00 which shall be for the period running to July 1, 2021, and \$18,921.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
6. **INDEMNITY.** The providing agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. Bodily Injury Liability - \$100,000.00 each person
\$300,000.00 each occurrence
2. Property Damage Liability - \$100,000.00 each person
\$300,000.00 each occurrence

B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 29th day of January, 2020, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

BY

Colton Miller
MAYOR PRO TEM

Colton Miller

BY

Ben Flynn
~~CITY~~ CLERK

TOWNSHIP

By Leslie Porick
City Clerk

GRAHAM TOWNSHIP

BY

[Signature]
TRUSTEE

BY

Chuck Donohoe
TRUSTEE

BY

Mike Ryan
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 20th day of January, 2021, between the City of West Branch, hereinafter known as the "providing agency" and the Board of Trustees of Cass Township, Cedar County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Cass Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Cass Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the "providing agency."
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 20, 2021, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date , in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2021, the sum of \$5442.00.00 which shall be for the period running to July 1, 2022, and \$5442.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
6. **INDEMNITY.** The providing agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person
\$300,000.00 each occurrence

B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 20th day of January, 2021, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

BY


MAYOR Pro Tem

Colton Miller

BY


CITY CLERK

CASS TOWNSHIP

BY


TRUSTEE

BY


TRUSTEE

BY


TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 20th day of January, 2021, between the City of West Branch, hereinafter known as the "providing agency" and the Board of Trustees of Gower Township, Cedar County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Gower Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Gower Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the "providing agency."
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 20, 2021, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date , in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2021, the sum of \$32,929.00 which shall be for the period running to July 1, 2022, and \$32,929.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
6. **INDEMNITY.** The providing agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

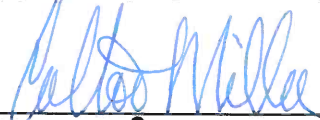
A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person
\$300,000.00 each occurrence

B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 20th day of January, 2021, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

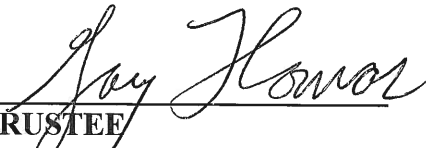
BY 
MAYOR PRO TEM

Colton Miller

BY 
CITY CLERK

GOWER TOWNSHIP

BY 
TRUSTEE

BY 
TRUSTEE

BY 
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 20th day of January, 2021, between the City of West Branch, hereinafter known as the "providing agency" and the Board of Trustees of Iowa Township, Cedar County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Iowa Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

- 1. PURPOSE.** The purpose of this agreement is to provide fire protection to the Iowa Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the "providing agency."
- 2. DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 20, 2021, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date , in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
- 3. DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
- 4. CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
- 5. FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2021, the sum of \$8,817.00 which shall be for the period running to July 1, 2022, and \$8,817.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
- 6. INDEMNITY.** The providing agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person
\$300,000.00 each occurrence

B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 20th day of January, 2021, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

BY


MAYOR Pro Tem

Colton Miller

BY


CITY CLERK

IOWA TOWNSHIP

BY


TRUSTEE

BY


TRUSTEE

BY


TRUSTEE