

RESOLUTION 2024-53

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 20th day of May, 2024.



Roger Laughlin, Mayor

ATTEST:



Leslie Brick, 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 25th day of January, 2024, 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 25th day of January, 2024, 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, 2024, the sum of \$36,365.00 which shall be for the period running to July 1, 2025, and \$36,365.00 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 therefrom 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. General Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

- 1. Bodily Injury Liability - \$4,000,000.00 each occurrence
- 2. Property Damage Liability - \$4,000,000.00 each occurrence

B. Workers' Compensation: Including employer's liability in accordance with the Workers' Compensation Laws of the State of Iowa.

This agreement made and entered into this 25th day of January, 2024, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

GOWER TOWNSHIP

BY Boggs Layhler
MAYOR

BY John R. Hoch
TRUSTEE

5/20/24

BY Paul Thumse
TRUSTEE

BY Leslie Brick
CITY CLERK

BY Don Anderson
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 25th day of January, 2024, 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 Springdale 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 25th day of January, 2024, 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, 2024, the sum of \$36,348.00 which shall be for the period running to July 1, 2025, and \$36,348.00 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 therefrom 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. General Liability: Including coverage for direct operations, independent contractors,

contractual liability, and completed operations, with limits not less than:

1. Bodily Injury Liability - \$4,000,000.00 each occurrence

2. Property Damage Liability - \$4,000,000.00 each occurrence

B. Workers' Compensation: Including employer's liability in accordance with the Workers' Compensation Laws of the State of Iowa.

This agreement made and entered into this 25th day of January, 2024, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

SPRINGDALE TOWNSHIP

BY

Boggs Laughlin
MAYOR

BY

[Signature]
TRUSTEE

BY

5/20/24

BY

Richard Paulsen
TRUSTEE

BY

Leslie Brice
CITY CLERK

BY

Jeff Owen
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 25th day of January, 2024, 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.

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 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 25th day of January, 2024, 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, 2024, the sum of ~~\$20,322.00~~ which shall be for the period running to July 1, 2025, and \$20,322 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 therefrom 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.

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\$20,229*

A. General Liability: Including coverage for direct operations, independent contractors,

contractual liability, and completed operations, with limits not less than:

1. Bodily Injury Liability - \$4,000,000.00 each occurrence
2. Property Damage Liability - \$4,000,000.00 each occurrence

B. Workers' Compensation: Including employer's liability in accordance with the Workers' Compensation Laws of the State of Iowa.

This agreement made and entered into this 25th day of January, 2024, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

GRAHAM TOWNSHIP

BY Bogor Lughlin
MAYOR

BY [Signature]
TRUSTEE

5/20/24

BY [Signature]
TRUSTEE

BY Leslie Porck
CITY CLERK

BY [Signature]
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 25th day of January, 2024, 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 25th day of January, 2024, 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, 2024, the sum of \$85,324.00 which shall be for the period running to July 1, 2025, and \$85,324.00 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 therefrom 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. General Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. Bodily Injury Liability - \$4,000,000.00 each occurrence

2. Property Damage Liability - \$4,000,000.00 each occurrence

B. Workers' Compensation: Including employer's liability in accordance with the Workers' Compensation Laws of the State of Iowa.

This agreement made and entered into this 25th day of January, 2024, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

SCOTT TOWNSHIP

BY Boyer Laughlin
MAYOR

BY [Signature]
TRUSTEE

5-20-24

BY [Signature]
TRUSTEE

BY Leslie Brice
CITY CLERK

BY [Signature]
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 25th day of January, 2024, 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 25th day of January, 2024, 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, 2024, the sum of \$10,020.00 which shall be for the period running to July 1, 2025, and \$10,020.00 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 therefrom 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. General Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. Bodily Injury Liability - \$4,000,000.00 each occurrence

2. Property Damage Liability - \$4,000,000.00 each occurrence

B. Workers' Compensation: Including employer's liability in accordance with the Workers' Compensation Laws of the State of Iowa.

This agreement made and entered into this 25th day of January, 2024, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

IOWA TOWNSHIP

BY Boyer Laughlin
MAYOR

BY [Signature]
TRUSTEE

5-20-24

BY Cony Samps
TRUSTEE

BY Leslie Brick
CITY CLERK

BY Thomas E. Probst
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 25th day of January, 2024, 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 25th day of January, 2024, 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, 2024, the sum of \$5,815.00 which shall be for the period running to July 1, 2025, and \$5,815.00 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 therefrom 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. General Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. Bodily Injury Liability - \$4,000,000.00 each occurrence

2. Property Damage Liability - \$4,000,000.00 each occurrence

B. Workers' Compensation: Including employer's liability in accordance with the Workers' Compensation Laws of the State of Iowa.

This agreement made and entered into this 25th day of January, 2024, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

CASS TOWNSHIP

BY Roger Laughlin
MAYOR

BY Orin C. Sen
TRUSTEE

5/20/24

BY Larry J. Hesk
TRUSTEE

BY Leslie Brick
CITY CLERK

BY Drew Agre (by permission, Rebecca Bohde, Clerk)
TRUSTEE