

Iowa Secretary of State  
321 East 12th Street  
Des Moines, IA 50319  
sos.iowa.gov



**FILED**

Filing Date: **04/29/2021 01:39 PM**  
Filing Number: **M513694**

## 28E Agreement

|         | Full Legal Name                  | Organization Type | County    |
|---------|----------------------------------|-------------------|-----------|
| Party 1 | City of West Liberty, Iowa       | City              | Muscatine |
| Party 2 | West Liberty Rural Fire District | Fire District     | Muscatine |

Participants

### 200 - FIRE SERVICES

Service Type

The joint provision of fire protection services to the city and fire district.

Purpose

Indefinite

Duration

[2002-West-Liberty-and-Rural-Fire-District-28E.pdf](#)

Upload Scanned Agreement

### Contact Person: (Optional)

Contact First Name

Contact Last Name

Job Title

Department

Email Address 1

Phone

2002 JUN 11 AM 11:17

DOROTHY J. FITCHNER  
RECORDER  
MUSCATINE CO.

*fee \$51.00 Paid*

*Return  
Logan Steen  
1814 - 110th St.  
West Liberty, Ia 52776*

Recorder's Note

This document contains copied signatures. Because of the nature of this document it is being recorded as presented. There are no seals affixed and the document was not notarized.

**Agreement and Contract for Fire Protection**

This Agreement is made and entered into accordance with and under the provisions of chapter 28E of the 1975 Code of Iowa on this the 6<sup>th</sup> day of June, 2002, between the City of West Liberty, a municipal corporation in the State of Iowa, hereinafter called the City; the West Liberty Volunteer Fire Department, a department of the City of West Liberty, hereinafter called the Fire Department; and the West Liberty Rural Fire District, which encompasses parts or all of the townships of Wapsie, Goshen, and Lake in Muscatine County, Iowa; townships of Iowa and Springdale in Cedar county, Iowa; and Lincoln township in Johnson County, Iowa. The municipal corporation of West Liberty is not included in the said Rural Fire District. The Fire District as previously stated is a duly organized fire district under the laws of the State of Iowa, hereinafter called the Fire District.

WITNESSETH,

WHEREAS, the City and Fire District jointly own the firefighting equipment, and

WHEREAS, the Fire Department is responsible for the operation and maintenance of said fire fighting equipment, and

WHEREAS, it is the desire of the City and the Fire District to enter into an agreement allocating the expense of operating and maintaining said Fire Department, and

WHEREAS, it is in the public interest that all the fire fighting facilities and equipment of these parties be put to the fullest public use.

NOW, THEREFORE, the City, the Fire Department, and the Fire District mutually covenant and agree as follows:

1. Said equipment may be used at the discretion of the Fire Department for fire protection both within the City and in the Fire District. Responsibility for maintenance of the equipment shall be given to the Fire Department, except that the expenditure of \$5000.00 or more for any item shall require the approval of the City and the Fire District. Said equipment shall be stored in the Fire Station located in West Liberty, Iowa.
2. That the Fire Department using equipment owned by the City and the Fire District shall furnish fire protection services including personnel for the fighting of all fires located within the City of West Liberty and the Fire District.

3. The City shall pay and maintain all operating and maintenance expenses including the cost of all insurance necessary for furnishing fire protection both to the City and the Fire District. The operating and maintenance expenses shall be divided equally between the City and the Fire District. The City shall be responsible for the preparation of monthly statements specifying all expenses incurred in the operation of the Fire Department for the proceeding calendar month and shall forward a copy of said statement to the Fire District's treasurer by the 10<sup>th</sup> day of the following month. Upon the receipt of said statement, the Fire District's treasurer shall remit promptly to the City their allocation of said expenses. In exception to the above, the public utilities for the Fire Station shall be provided by the City at no expense to the Fire District.
4. FINANCIAL PROVISIONS, Funds owed the Fire District will be determined at the Annual meeting of the Fire District, using property evaluations from the previous year. Trustees will decide, by majority vote, the amount due from each township to the Fire District.

The townships shall pay the Fire District Treasurer 50% of the total amount due by December 15 and the full balance due June 15.
5. That in addition to the allocation set out in item #3 above, the City shall pay to the Fire Department the sum of \$35.00 for each fire call made within the corporate limits of the City.
6. That in addition to the allocation set out in item #3 above, the Fire District shall pay to the Fire Department a lump sum for answering all calls within the Fire District of \$850.00 for each calendar year.
7. That the City shall establish an interest bearing fund for the accumulation of monies for the purchase and/or replacement of capital equipment necessary for the operation of the fire Department. Such monies may be expended only upon the mutual agreement of both the City and the Fire District. The City and the Fire District shall each contribute to the fund the amount of \$10,000.00 annually, first payment of \$5,000.00 by December 30, second payment of \$5,000.00 by June 30.
8. That there shall be semi-annual meetings of the City and the Fire District in November and June of each fiscal year for the purpose of preparing budgets, reviewing revenues and expenditures, and overseeing the operation of the service. The terms of this agreement shall be reviewed at these meetings and changes shall be recommended if found to be necessary.
9. MUTUAL AID AGREEMENTS, it is agreed that the City and the Fire District's fire equipment may be used in fire protection areas outside the area covered by their Agreement in accordance with mutual aid agreements between the City

04476-3

and the Fire District and other cities and/or fire district's to assist each other in the event of an extraordinary emergency.

10. **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 completed operations, with limits not less than:

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

2. **Property Damage Liability**-\$1,000,000.00 each person  
\$1,000,000.00 each occurrence

B. **Workers' Compensation**: Including employers' 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 \$ 5,000,000.00

11. This agreement shall be effective from the date of signing to July 1, 2002, 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 1<sup>st</sup> of the year or 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.

This agreement and any subsequent amendments will constitute the entire text of the agreements between the City, the Fire Department and the Fire District, and will replace any existing agreements.

All of which is mutually agreed to by the City, the Fire Department, and the Fire District.

04476-4

Dated at West Liberty, Iowa, this 6<sup>th</sup> day of June, 2002

City of West Liberty, Iowa

BY: William M. Phelps  
William Phelps, Mayor  
ATTEST

BY: Lon Pluckhahn  
Lon Pluckhahn, City Manager

West Liberty Fire Department

By: Curt Newcomb  
Curt Newcomb, Fire Chief  
ATTEST

BY: David Shield  
David Shield, Secretary-Treasurer

West Liberty Rural Fire District

BY: Richard Brand  
Richard Brand, President  
ATTEST

BY: Logan Steen  
Logan Steen, Secretary-Treasurer

04476-5

WAPSIE TOWNSHIP  
MUSCATINE COUNTY, IOWA

BY: Don Danfeldt  
Township Trustee

BY: Paul Brown  
Township Trustee

BY: Steve P Brown  
Township Trustee

04476-6

GOSHEN TOWNSHIP  
MUSCATINE COUNTY, IOWA

BY: Melvin Sypher  
Township Trustee

BY: Rudolf Brand  
Township Trustee

BY: Logan Stein  
Township Trustee

04476-7

LAKE TOWNSHIP  
MUSCATINE COUNTY, IOWA

BY: Ralph Danner Jr  
Township Trustee

BY: Clarence Finchum  
Township Trustee

BY: Don Stange  
Township Trustee

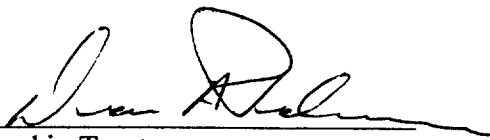


04476-8

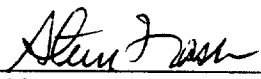
LINCOLN TOWNSHIP  
JOHNSON COUNTY, IOWABY: Mervin L. Hotz  
Township TrusteeBY: Velma A. Wiese  
Township TrusteeBY: Amie Rockefeller  
Township Trustee

04476-9

IOWA TOWNSHIP  
CEDAR COUNTY, IOWA

BY:   
Township Trustee

BY:   
Township Trustee

BY:   
Township Trustee

04476-10

SPRINGDALE TOWNSHIP  
CEDAR COUNTY, IOWABY: Keith Janning  
Township TrusteeBY: Alfred Hollenbeck  
Township TrusteeBY: Wayne S. Frederick  
Township Trustee