

Last updated 6/25/24

AGREEMENT FOR THE CREATION OF THE WEST LIBERTY AREA FIRE PROTECTION DISTRICT

THIS AGREEMENT is entered into by and between the City of West Liberty, Iowa (hereafter referred to as "West Liberty" or "City"), the West Liberty Rural Fire District (hereafter referred to as "WLRFD"), an Iowa Fire District composed of the townships of Wapsinonoc, Goshen, Pike, and Lake Townships in Muscatine County, Iowa; and Iowa and Springdale Townships in Cedar County, Iowa; and Lincoln Township in Johnson County, Iowa.

WHEREAS, Iowa Code Chapter 28E authorizes the joint exercise and performance of powers and responsibilities by political subdivisions of this state, including fire protection, and rescue services; and

WHEREAS, the parties desire by this Agreement to set forth the understandings which have been achieved relative to the establishment of an agency to provide fire protection, and rescue services;

NOW, THEREFORE, in consideration of the mutual covenants hereafter set forth, the parties agree as follows:

I. Name and Duration

There is hereby created a joint administrative agency to be known as the West Liberty and Rural Townships Fire and Rescue Agency, a nonprofit government entity (hereinafter known as "the Agency"). This agreement is entered in accordance with and under the provisions of Iowa Code Chapter 28E of the 2024 Code of Iowa, on ____ day of _____, 2024 and shall be perpetual unless terminated in the manner provided below.

II. Purpose and Area

The purpose of the District shall be to provide and administer fire protection services and such other emergency services as may be approved for and within West Liberty and all or parts of the Townships.

This 28E Agreement is executed for the purpose of establishing a fire protection and rescue agency to provide fire protection services and such other emergency services as may be approved for and within West Liberty and all or parts of the WLRFD, all in accordance with and under the provisions of Chapter 28E of the 2024 Code of Iowa. The function of the Agency shall include furnishing firefighting and rescue personnel and equipment and related administrative support services.

The geographical area of the Agency as initially constituted by this Agreement is illustrated by the map attached hereto as Exhibit "A1".

III. Effective Date; Operative Date

The Effective Date of this Agreement shall be the date it becomes effective and the beginning date of the existence of the Agency. The Operative Date of this Agreement shall be the date the Agency begins to provide fire protection and rescue services. The Effective Date shall be the first day after the date on which all of the following conditions precedent have been satisfied:

- a. The West Liberty City Council and the Board of Trustees for the WLRFD.

- b. This Agreement has been signed by all parties.
- c. This Agreement has been filed with the Iowa Secretary of State and recorded in the Office of the County Recorder for Muscatine, Cedar and Johnson Counties.

The Operative Date for this Agreement shall be _____, 2024.

IV. Creation of a Governing Body for the Joint Administrative Agency

The Agency shall be governed by an eight (8) member board which shall be known as the West Liberty and Rural Townships Fire Protection Agency Board of Directors (the "Board of Directors"). The Board of Directors shall be appointed and removed as follows:

Where are the two other board member? It lists 2 from WLRFD and 4 from the city... It is declared to be a board of 8.

- a. Rural Townships. WLRFD shall appoint four (4) directors, each of whom shall represent the WLRFD. The WLRFD Trustees must approve their respective appointments of their directors. The director appointed must be a resident of one of the areas encompassed by the WLRFD but need not be a WLRFD trustee. Subject to the initial staggering requirement in subsection (c) below, each director appointed by the WLRFD shall serve on the Board of Directors for a three (3) year term, or until he or she resigns, is no longer a resident of the WLRFD represented or is removed by a vote of the WLRFD board of trustees, whichever occurs first.
- b. West Liberty. The City will be represented by four (4) members of the Board of Directors. The Mayor of West Liberty shall automatically be a member of the Board of Directors. The other three (3) representatives of West Liberty shall be appointed by the City Council, at least one but not more than two (2) of whom shall be members of the City Council. All city representatives shall reside in West Liberty. Subject to the initial staggering requirement in subsection (c) below, each director appointed by the city council shall serve on the Board of Directors for a three (3) year term, or until they resign, are removed by vote of the city council, or until no longer serving as a member of the City Council or no longer residing in West Liberty.
- c. Initial Staggering. Initial Board of Directors of the Agency will serve staggered terms to prevent complete turnover of directors and loss of knowledge and experience. The City Council and rural trustees will each select one (1) director from the list of eight Board of Directors to serve a 1-year term; one (1) director from the list of seven (7) Board of Directors serve a 2-year term; the remaining four (4) Board of Directors will serve a 3-year term.
- d. Restriction on Board Membership: Members of the Emergency Response Department established in Article IX below shall not be eligible to serve as director on the Board of Directors.

The Board of Directors may establish additional conditions on board membership in its Bylaws so long as such conditions are consistent with the foregoing Section IV and Iowa Law.

V. Board of Directors Organization/Meetings/Officers/Review

The Board of Directors shall hold an initial organizational meeting on the second Monday of the month immediately following execution of this Agreement, at which time it shall elect officers, adopt bylaws to govern its procedures, and transact such other business as may be necessary. At a minimum, the Board of Directors shall elect the following officers from among the Board members: president, vice-president,

secretary, and treasurer. All Board action must be by no less than a majority vote of the Board of Directors. In the event of a tie vote, the Muscatine County Emergency Manager shall be called upon to cast the tiebreaking vote.

The Board of Directors shall be subject to the Iowa Open Meetings and Open Records Laws. Notice of all meetings shall be posted by or at the direction of the Board of Director's secretary, who shall be generally responsible for open meetings law compliance.

At least annually, the Board of Directors shall review this Agreement and recommend any changes or modifications to the City of West Liberty and the Rural Townships.

VI. Powers

The Agency, in addition to powers granted to the member public agencies for fire protection and emergency response under other provisions of the Iowa Code, shall have all powers, duties and responsibilities authorized under Chapter 28E, Code of Iowa.

The Board of Directors shall have the customary administrative oversight powers for approval of the annual budget, and approval of receipt and disbursement of monies from the City of West Liberty and Rural Townships necessary for fire protection and emergency response subject to provisions of the State of Iowa law.

VII. Equipment, Real Property, and Financial Accounts

Attached to this Agreement, as Exhibits _____, are the inventories of equipment and other tangible personal property and the description of the real estate presently owned by the City. On the Operative Date of this Agreement, ownership of all such assets shall be transferred, without consideration except as provided by this Agreement, by the parties to the Agency for use in the performance of the duties and functions of the Agency under this Agreement. Following such transfer, the Board of Directors shall have sole discretion and responsibility regarding the use, retention, maintenance and disposition of such assets. However, any sale or disposition of the tangible assets of the Agency must be approved by majority vote and at fair market value unless the Board determines by majority vote that the Agency asset should be transferred to another entity providing fire protection or emergency response services at less than fair market value. All other equipment and tangible assets acquired by the Agency during the term of this Agreement shall also be the exclusive property of the Agency.

The City currently maintains financial accounts for fire protection services in the City of West Liberty. On the Operative Date of this Agreement, the City shall transfer to the Agency all accounts currently held by the City for the benefit of fire protection. This does not include any funds for ambulance services which are not a part of this Agreement.

VIII. Finance & Budget

The expense and operating costs of operating the Agency for the provision of the necessary fire protection services shall be borne and paid for by the public entities forming the Agency based on the following:

- a. Fire Protection and Rescue Services: Subject to the review provisions in subsection (b) below, the City shall contribute 50% and the Rural Townships shall contribute the other 50% towards the fire operating expenses of the Agency as described herein:

Each City and Township which is party to this Agreement shall contribute its share of the financial support by levying a fire tax as necessary to meet its share of fire protection services and as authorized by law. The 50% contribution to be made by the Rural Townships shall be allocated among the Townships according to the proportion of taxable real estate value in the entire district (outside of the City of West Liberty) located within each Rural Township. Each party shall appropriate to its fire protection services budget a sum sufficient to meet its share of the Agency's costs. Tax levy payments to the Agency shall occur on at minimum, a quarterly basis.

- b. Annual Review of Cost Sharing. The formula or cost-sharing arrangement shall be evaluated annually and re-assessed by the Board of Directors prior to the annual budget meeting. The Board of Directors shall determine if a change from 50 / 50 cost share is necessary by evaluating the number of people served, use of service, apportioned upon the assessed value of each area being served.

Preparation and Submission of Budget. Prior to the annual budget meeting of Board of Directors, the Agency shall prepare a proposed budget for the following budget year. The proposed budget shall include anticipated revenues for Fire Protection and Rescue services. The budget shall be submitted to the City and WLRFD at least sixty (60) days prior to the annual budget meeting. The City of West Liberty, and WLRFD shall have sixty (60) days after submission of the proposed budget to provide comments or request changes to the budget. The Board of Directors shall consider any comments or financial limitations of these entities when finalizing the Agency's budget. The Agency budget shall be formally adopted and approved by the Board of Directors by January 1.

IX. Fire Protection and Rescue Department

The Agency shall establish by resolution a fire protection and rescue department to serve the areas covered by this Agreement.

The name of the department shall be the West Liberty & Rural Townships Fire & Rescue Department.

- a. Fire Chief. A fire chief candidate shall be selected from among the members of the fire and emergency response department based on majority election of the members. Upon approval of the Board, the fire chief candidate shall be sworn in by the Board as Fire Chief.

The Fire Chief will be in charge and command of the fire protection and rescue department operations. The Fire Chief shall not be a member of the Board of Directors. The Fire Chief may be removed from office at any time, for just cause as defined by legal precedent as shown by the Board of Directors acting at a regular or special meeting called for the purpose.

The Fire Chief shall prepare the standard operating guidelines and member policies and procedures for the management and operation of the department including methods of selection and qualifications of firefighters, rescue personnel and other related members. The Fire Chief shall submit said documents to the Board of Directors for approval prior to implementation.

The Fire Chief shall appoint other necessary officers and staff to support the Department's mission and members including but not limited to:

- Assistant Chief
- Fire Captain
- Department Clerk
- Trustees
- Truck and Maintenance Officers
- Training Officers

All officer and staff appointments to paid positions, shall be subject to approval by the Board of Directors.

The Fire Chief shall have responsibility for the management of the department, appointment and dismissal of members, training of members, care of equipment and for firefighting and rescue service operations. Appointment and dismissal from the department of members shall be approved by the Board of Directors. The Fire Chief shall also be responsible for any additional duties as set forth in the Agency's bylaws or by later resolution of the Board of Directors.

X. Withdrawal

Subject to the provisions of this paragraph and paragraph XI, below, a party to this Agreement may withdraw from the Agency and from participation and obligation under this Agreement by giving written notice to the president of the Board of Directors. Any such withdrawal may be effective only on July 1 in any year and notice of such withdrawal must be given at least twelve (12) months before the effective date. Unless this Agreement is terminated as provided in paragraph XI, below, any party withdrawing from the Agency shall forfeit any and all right or interest in the assets owned by the Agency and shall have no right to receive fire protection or rescue services from the Agency. However, no party shall have a right to withdraw from the Agency at any time when there are bonds or other debts of the Agency outstanding and unpaid, unless the consent of the bond holder or other lender is received and the Board of Directors, by unanimous vote, approves the withdrawal, which approval may be conditioned upon arrangements for continued contribution towards debt retirement by the withdrawing party.

XI. Termination

This Agreement may only be terminated as follows:

- a. By unanimous agreement of the Board of Directors; or
- b. By unanimous agreement of all parties to this Agreement; or
- c. By the withdrawal of the City of West Liberty.

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In (c.) the end of the sentence is or... Shouldn't that also list the other entity?

Provided, however, that this Agreement shall not be terminated at any time there are any bonds or other debts of the Agency outstanding and unpaid, unless termination is consented to by the bond holder or other creditor.

XII. Distribution of Assets and Debts Upon Termination

Upon the Operative Date of this Agreement, all existing agreements between West Liberty and the Townships, individually or collectively, relating to fire protection and rescue services, equipment and facilities, shall terminate. This does not include any agreements relating to Ambulance services.

XVI. Default; Remedies

In the event any party fails to timely perform a duty imposed upon it under this Agreement such party shall be in default. Upon a default by a party any other party may cause notice to be served on the defaulting party by certified mail specifying the particulars of the alleged default and demanding performance. If the party in default fails to cure its default within twenty (20) days after the mailing of the notice, the non-defaulting party may exercise all rights and remedies it may have at law or in equity, including securing judgment for any damages incurred and/or a decree of specific performance of this Agreement. Given the importance of the subject matter of this Agreement to the public safety and welfare, all parties agree that temporary injunctive relief shall also be available against the party in default and that an injunction bond may be waived by the Court. A default shall not cause a termination of this Agreement. In the event the Agency fails to perform a duty or observe a requirement imposed by this Agreement, any party may pursue the same remedies against the Agency if the Agency fails to cure such default within the time set forth above following notice of the default as above provided.

XVII. 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 Muscatine County, Iowa. The Agency shall be responsible for filing the executed Agreement with the Secretary of State. Amendments to the Agreement may be introduced at the annual meeting or at a special meeting of the Agency called for that purpose. Any amendments, before adoption, must receive approval of the governing bodies of the public agencies that are signatories to this Agreement.

Any duly adopted amendments to the Agreement shall be filed with the Secretary of State by the Agency and recorded in the office of the Muscatine County Recorder. A copy of this Agreement, and any amendments thereto hereafter adopted will be filed with the State Fire Marshal.

CITY OF WEST LIBERTY

By: _____

Mayor, Date

By: _____

City Clerk, Date

LAKE RURAL TOWNSHIP

By: _____

Township Chair, Date

By: _____

Township Clerk, Date

WAPSINONOC RURAL TOWNSHIP

By: _____

Township Chair, Date

By: _____

Township Clerk, Date

GOSHEN RURAL TOWNSHIP

By: _____

Township Chair, Date

By: _____

Township Clerk, Date

IOWA RURAL TOWNSHIP

By: _____

Township Chair, Date

By: _____

Township Clerk, Date

SPRING DALE RURAL TOWNSHIP

By: _____

Township Chair, Date

By: _____

Township Clerk, Date

LINCOLN RURAL TOWNSHIP

By: _____

Township Chair, Date

By: _____

Township Clerk, Date

PIKE RURAL TOWNSHIP

By: _____

Township Chair, Date

By: _____

Township Clerk, Date

DRAFT