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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

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Prepared by and return to:

Jo Anne Duckworth

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Creston, IA 50801

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28E Agreement between the City of Lorimor, the Lorimor Volunteer Fire Department, New Hope Township, Jones Township Sections 1-12, and Walnut Township, Madison County, IA, Sections 19, 30, 31 marked on as Attachment A of the agreement and with the Afton Volunteer Fire Department Afton Fire Board for Fire and other Emergency Response

WHEREAS, a stated purpose of these cities, Townships, departments, and agencies to provide fire protection, fire prevention, and other emergency services; and

WHEREAS the Lorimor Volunteer Fire Department is unable to reliably provide 24 hours, 7 day a week fire protection, fire prevention, and other emergency services; and

WHEREAS, Fire protection or other emergencies can occur at any time, leaving the Lorimor Volunteer Fire Department unable to respond with adequate personnel or equipment to address such emergencies and equipment and personnel from the Afton Volunteer Fire Department and other resources may be required; and

WHEREAS, Chapter 28E, Code of Iowa, provides that powers, privileges, or authority exercised by any public agency of this state may be exercised jointly with any other public agency of this state having powers, privilege, and authority; and

WHEREAS, the parties hereto of entering a 28E Agreement to render fire and emergency assistance to meet the needs of the service areas as forementioned.

THEREFORE, THE PARTIES HERETO mutually agree to give fire and emergency services when needed under the following terms and conditions:

Article I

Parties

The signatory public agencies who are parties to this agreement are: The City of Lorimor, Townships of New Hope and Jones, Sections 1 thru 12, Union County, IA; Walnut Township, Sections 19, 30, 31, in Madison County, IA; Afton Fire Board, Afton Volunteer Fire Department, and Lorimor Volunteer Fire Department.

Article II

Purpose and Area

This agreement is executed for the purpose of specifying that the Lorimor and Afton Fire Departments shall provide Fire Protection services, aid, and assistance for other emergencies or disasters relating to life and property for the City of Lorimor, the Lorimor Volunteer Fire Department, New Hope Township, Jones Township Sections 1-12, and Walnut Township, Madison County, IA, Sections 19, 30, 31 marked on as Attachment A of the agreement and to maintain the Agencies to oversee and administer funds contributed by the City of Lorimor, the Lorimor Volunteer Fire Department, New Hope Township, Jones Township Sections 1-12, and Walnut Township, Madison County, IA, Sections 19, 30, 31 marked on as Attachment A of the agreement which are a party to this Agreement. See map of the agreement area attached hereto as Exhibit "A" and incorporated herein by this reference. This agreement will go into effect July 1, 2023 (Fiscal Year 2024) and remain in effect until the proper notice is given to annul this agreement and the end of the fiscal year in which the notice was given.

Article III

Organization

The Afton Fire Board shall continue in its original purpose to oversee the Afton Volunteer Fire Department. A separate Advisory Board will be maintained by City of Lorimor, the Lorimor Volunteer Fire Department, New Hope Township, Jones Township Sections 1-12, and Walnut Township, Madison County, IA, Sections 19, 30, 31 marked on as Attachment A of the agreement. The Lorimor Fire Advisory Board shall appoint among themselves a Chairperson, a Secretary and a Treasurer. The Fire Board shall consist of five (5) voting members and 3 non-voting members. The City of Lorimor will appoint 2 voting members the Fire Advisory Board and all other members who are a party to this agreement shall be entitled to appoint 1 voting member to the Lorimor Fire Board. Each voting member is entitled to one vote in the business of the Board. The Lorimor Fire Chief and the Afton Fire Chief, or their designees will be additional members of the Lorimor Fire Advisory Board, in a non-voting capacity. The Treasurer of the Fire Board will be a non-voting member of the Board and the Fiscal Agent for the Lorimor Fire Department funds. Each expenditure will be approved by the Fire Board before payment is made.

The Board shall establish voting quorums, By-Laws, receipt and disposition of funds, acquiring, holding, and disposing of real and personal property used in joint or cooperative undertakings. The Board will also oversee the applications of grants and be signatory thereto.

Extraordinary powers, such as the fixing of user fees, contracting with private and individual public agencies, incurring indebtedness, acquiring and disposal of real property and other capital assets shall require a three-fourths (3/4) vote of all voting members on the Board.

The Lorimor Fire Department Board shall hold an annual public meeting for the purpose of establishing the annual budget. Such meeting shall take place no later than the third (3rd) week of December. At this meeting the Secretary and Fiscal agent shall report all expenditures for the Lorimor Volunteer Fire Department and present written a copy of the expenditures for the past year and the proposed budget for the succeeding fiscal year.

The Board may adopt By-Laws providing for the notice and agent for the Annual Meeting, establishing quorums, designating banking depository, and adopting the necessary rules and regulations for the proper operation of the business of the Board.

In addition, the Fire Board shall meet monthly to approve claims, to pre-approve expenses over the threshold of five hundred Dollars (\$500.00), to address and/or review policy matters, administrative matters, and budgetary matters, as well, as be provided information on the Fire Department's hours, run statuses, and personnel reports. A copy of the status and run reports from the Afton Fire Department to the areas in Attachment "A" shall be provided at these meetings.

In the case of an expense being emergent in nature, the Fire Chief, or his designee shall contact the City of Lorimor Mayor, and an additional 2 voting members of the Fire Board, with the circumstances of the need to expend and the pros and cons of doing so. With approval of the Mayor and all Board members consulted, the expense shall be considered emergent, and the Fire Chief shall be able to move forward with the purchase. The Fire Chief shall make notes of all conversations pursuant to the purchase, including date, time, party discussed with, and notes relating to the decision that was made.

Article IV

Powers and Responsibilities of the Lorimor Fire Advisory Board

The Lorimor Fire Advisory Board shall ensure that all expenditures from the Lorimor Volunteer Department's funds are correct. And All expenses related to the business of the Fire Department are correct. The Lorimor Fire Advisory Board will approve all claims for the Fire Department, sign, initial, and date the claims prior to submitting said claims to the Fiscal Agent for payment.

Article V

Powers and Responsibilities of the City and Townships

City of Lorimor, the Lorimor Volunteer Fire Department, New Hope Township, Jones Township Sections 1-12, and Walnut Township, Madison County, IA, Sections 19, 30, 31 marked on as Attachment A of the agreement (collectively, the Public Agencies) shall pay their share of the expenses and costs of the 28E agreement through the allowable tax levies. Expenses will be paid by the fire department advisory board which incurred them. Further, the Public Agencies shall have all the powers granted to them under Iowa

Code (as may be amended from time to time) to levy against the taxable property in their jurisdiction. Additionally, the Public Agencies shall have the power to appoint members to the Lorimor Fire Board in accordance with the terms of this agreement.

In addition, the City of Lorimor shall be responsible for providing water supply to the Lorimor and Afton Fire Departments for the fire protection services.

Training by the Afton Fire Department is to include basic firefighter training, advanced firefighter training, and other training as deemed necessary to fulfill the duties they must perform excluding the costs of testing and certification, at no cost to the Lorimor Fire Department, unless it is a requirement for association or state-sponsored training, such as the Iowa Hazardous Materials conference or the Iowa Emergency Medical Services Association Conference. Expenses for training include lodging if more than a one (1) day conference and conference attendance costs only. There will be no reimbursement for meals or travel, unless approved by the Board prior to the event.

Article VI

Powers and Responsibilities of the Fire Departments

The Fire Departments shall provide fire protection and aid in and assistance for other emergencies or disasters relating to life or property covered in City of Lorimor, the Lorimor Volunteer Fire Department, New Hope Township, Jones Township Sections 1-12, and Walnut Township, Madison County, IA, Sections 19, 30, 31 marked on as Attachment A of the agreement. The Fire Department shall be solely responsible for its operations. However, if both departments are on-scene and active in the response, **Afton Fire will assume incident command.** Further the Fire Chiefs, shall prepare the rules and regulations for the management of and operation of the Fire Department, including, but not limited to, methods of selection and qualifications of firefighters. The Fire Chief may appoint officers from the members of the department. The Afton Fire Department will cover the Lorimor Fire District from 6 AM to 6 PM, Monday through Friday and the Lorimor Fire Department shall cover their district from 6 PM to 6 AM Monday through Friday. Due to the inability to schedule fires, and other emergencies, each agency shall respond in a manner to always allow for coverage during the weekend. Both departments shall be paged in any fire response or emergency basis, and "I Am Responding" shall be used to track who is responding to each incident.

The Fire Chiefs of the Afton and Lorimor Departments shall turn in a monthly report to the Lorimor Fire Advisory Board, regarding water usage and "Status and Run Reports" from the area in the City of Lorimor, the Lorimor Volunteer Fire Department, New Hope Township, Jones Township Sections 1-12, and Walnut Township, Madison County, IA, Sections 19, 30, 31 marked on as Attachment A of the agreement

Article VII

Finance and Budget

The expenses and costs of operating the Lorimor Fire Department shall be paid by the Lorimor Fire Advisory Board at least (10) days prior the annual meeting of the Lorimor Fire Board, the Fire Board members shall meet to discuss a tentative budget, which shall be provided to the parties, hereto for review. At the Annual Board Meeting the Board of Directors shall approve the proposed budget for the fiscal year. Such budget shall include the proposed respective shares for each Public Entity hereto so they may incorporate their respective share into each of the respective budgets. The contribution of each of the Public Entities shall be as follows:

1. All the City of Lorimor, the Lorimor Volunteer Fire Department, New Hope Township, Jones Township Sections 1-12, and Walnut Township, Madison County, IA, Sections 19, 30, 31 marked on as Attachment A of the agreement shall contribute to the Lorimor Fire Department and the Afton Fire Department in equal shares. Each Public Entity shall levy a fire tax, (currently sixty and 3/4 cents) per thousand dollars of assessed value of taxable property for the services authorized as necessary to and authorized by law for each of the said bodies and shall pay into both Fire Departments their share of the costs as said funds are received by from the Union County Treasurer and the Madison County Treasurer. The Lorimor and Afton Fire Departments will share the levy amounts on a 50/50 basis to reimburse Afton Fire Department for the costs of providing coverage as described in this agreement. Levied Tax funds for the Afton Fire Department shall be sent the Afton Fire Board, and levied tax funds for the Lorimor Fire Department shall be sent to the Lorimor Fire Advisory Board Treasurer.
2. The cost of insurance for the fire protection facilities and equipment that is to be owned to the Fire Department pursuant to Article VII of this agreement shall be born exclusively by the City of Lorimor
3. The Fire Departments shall be responsible for the maintenance of and all repairs to their fire protection facilities and equipment. However, they may request funding for such repairs of maintenance for the Fire Departments Fire Boards, and the Fire Department deems necessary. The City of Lorimor will provide proof of Tort, Liability, Equipment, and Workers Compensation annually. The City shall provide and maintain insurance coverage from companies and agents properly licensed and authorized to do business in the State of Iowa.
4. Insurance Coverage shall include:

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

- 1) Bodily injury Liability - \$200,000 each person and \$600,000 each occurrence.
- 2) Property Damage Liability- \$300,000 each occurrence with \$300,000 aggregate.

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

C. Malpractice/Errors and Omissions Coverage - for all firefighters and officers for errors and omissions in the performance of duties. Employees of any member department acting in pursuant to this agreement shall be considered as acting under the lawful orders and instruction and pertaining to employment with their member department. Under no circumstances are Firefighters considered to employees of any other jurisdiction, but rather shall be considered employees of their member department. These amounts may increase annually per recommendation of the State.

- 191 5. All funds not expended in the fiscal year shall remain in the Lorimor Fire Department's reserve
192 fund, and not in the City of Lorimor's Funds.
- 193 6. Funds raised by either Fire Department shall remain with the Department that sponsored the
194 event or fund-raising effort, and each department shall maintain its own 501c(3) status.
- 195 7. The City of Lorimor, the Lorimor Volunteer Fire Department, New Hope Township, Jones
196 Township Sections 1-12, and Walnut Township, Madison County, IA, Sections 19, 30, 31 marked
197 on as Attachment A of the agreement at times during the term of the Agreement and thereafter,
198 indemnify, defend and hold one another harmless of against all and expenses, including legal
199 expenses and reasonable fees, arising out the death or injury to any person or persons or out any
200 damage to property and against any other claim, proceeding, demand, expense an liability of any
201 kind whatsoever resulting from any action or inaction related to either entity which deemed by a
202 court of law or any other arbiter not to be an action or inaction of the other entity. Not
203 withstanding the above, each entity always reserves the right to retain counsel pr its own to
204 defense its respective interests.

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207 Article IX

208 **Contributions of Property**

209
210 The City of Lorimor, IA, a party to this agreement presently own certain fire protection facilities and
211 equipment. The parties hereby agree to the following provisions shall apply to such facilities and
212 equipment:

- 213 1. The real estate locally known 411 Minnesota Avenue, Lorimor, Iowa and deeded to Lorimor
214 City Hall and Park, Iowa Assessor's Parcel Number 0415230001, and marked Lorimor Fire
215 and EMS Shall be leased to the Lorimor Fire Department for a term to be determined by the
216 City of Lorimor and the Lorimor Fire Board in the amount of ten (\$10) dollars per annum.
- 217 2. All fire protection equipment currently owned by the City of Lorimor shall be leased to the
218 Fire Department at an additional cost of ten (\$10) dollars per annum.
- 219 3. The leases shall remain in effect for a period of one (1) year and shall be renewed at the
220 beginning of each year by the City of Lorimor and the Lorimor Fire Advisory Board

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223 Article X

224 **Withdrawal and Termination**

225 If any party to this Agreement desires to withdraw from the Agreement, a written notice shall be given to
226 City of Lorimor, the Lorimor Volunteer Fire Department, New Hope Township, Jones Township
227 Sections 1-12, and Walnut Township, Madison County, IA, Sections 19, 30, 31 marked on as
228 Attachment A of the agreement no later than January 15th of the current fiscal year. Notification
229 shall be personally served to or sent by certified mail to all parties of this agreement. Any such

230 withdrawal shall be considered effectuated at the end of the fiscal year in which said notice was
231 given.

232
233 Article XI

234 **Serving other areas**

235 If the Fire Departments wish to serve an additional a township or part of a township or city or part of a
236 city that are not part of this agreement on an annual basis, it may do so, as long as the Fire Department
237 has agreed to provide fire protection or other emergency services, and as long as both fire departments
238 agree and a legally binding agreement is executed and so long as the new Public Agency shall be
239 assessed a proportionate share to the assessments against the taxpayers in the public agencies involved
240 herein.

241 It is further agreed that the Fire Departments may provide fire protection or other emergency services
242 outside of this agreement in accordance, with mutual aid agreements between the Afton and Lorimor
243 Fire Departments and other agencies and municipalities and to and aid other fire departments in the
244 event of an extraordinary emergency.

245 Article XII

246 **Amendments**

247 As required by Section 28E of the Code of Iowa, as may be amended from time to time, this 28E
248 Agreement shall be filed with the Secretary of State. Further, if required by Iowa law, this 28E
249 Agreement shall be recorded with the with the County Recorder of Union County, Iowa and Madison
250 County, Iowa. Amendments to this 28E Agreement shall be introduced at either the annual meeting or a
251 special meeting of the Agency called for that purpose. To be adopted, any amendment must receive the
252 unanimous approval of the Public Entities, Fire Advisory Boards, and both Fire Departments of the City
253 of Lorimor, Townships of New Hope and Jones, Union County, IA; Walnut Township, Sections 19, 30, 31
254 and 32, in Madison County, IA.

255 An amendment shall be required to add another public agency as a signatory party to this 28E
256 Agreement.

257 Any duly adopted amendments to this 28E Agreement shall be filed with the Iowa Secretary of State, as
258 required by Section 28E of the Code of Iowa, as may be amended from time to time.

259 A copy of this 28E Agreement and any amendments thereto shall be filed with the Fire Marshall and the
260 State of Iowa, as may be required by law. They shall also be recorded in the respective Records'
261 Offices.

262 Article XIII

263 **CHOICE 01" LAW; CONSENT TO JURISDICTION"**

264 This 28E Agreement and all matters arising out of or related to this 28E Agreement shall be governed by
265 and construed following the internal laws of the State of Iowa without giving effect to any choice or
266 conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction). Any legal suit,

267 action, or proceeding arising out of or based upon this 28E Agreement shall be instituted in the courts of
268 the State of Iowa located in Union County.

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270 Article XIV
271 **Further Assurances**

272 The parties hereto shall execute and deliver such additional documents, instruments, conveyances, and
273 assurances and take such further actions as may be required to carry out the provisions of this 28E
274 Agreement.

275 Article XV
276 **Counterparts**

277 This 28E Agreement may be executed in counterparts, each of which shall be deemed an original, but all
278 of which together shall be deemed to be one and the same agreement. A signed copy of this 28E
279 Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to
280 have the same legal effect as delivery of an original signed copy of this 28E Agreement.

281
282 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

283
284 **City of Lorimor**

285
286 By: Tim Ouel ATTEST: [Signature]
287 Print Name: Tim Ouel Print Name: _____
288 Title: Mayor Title: Coordinator
289 Authorized by City Council Resolution No. _____, 2023

290
291 **Lorimor Volunteer Fire Department**

292 By: Mike Schwabe ATTEST: [Signature]
293 Print Name: Mike Schwabe Print Name: _____
294 Title: fire chief Title: Coordinator

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Afton Fire Volunteer Fire Department

By: [Signature]
Print Name: Brett Weis
Title: Afton Fire Chief

ATTEST: [Signature]
Print Name: _____
Title: Coordinator

New Hope Township, Union County, IA

By: [Signature]
Print Name: Steve Chamberlain
Title: Chairman

ATTEST: [Signature]
Print Name: _____
Title: Coordinator

Jones Township, Union County, IA

By: [Signature]
Print Name: Derry Hennrichs
Title: Chairman

ATTEST: [Signature]
Print Name: _____
Title: Coordinator

Walnut Township, Madison County, IA

By: [Signature]
Print Name: Steve Agan
Title: Trustee

ATTEST: [Signature]
Print Name: _____
Title: Coordinator

