

**CITY OF TIPTON - CASS TOWNSHIP
2024-2025 FIRE PROTECTION AGREEMENT**

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, 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

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 said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to provide fire protection for CASS TOWNSHIP or that portion thereof as set forth in 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 July 1, 2024 to June 30, 2025 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 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties

3. **DUTIES OF PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)

4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.

5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2024 the sum of \$13,149.41 which shall be for the period commencing on the July 1, 2024 and running to June 30, 2025.

6. **INDENITY.** The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligence of 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 term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. **Public Liability:** Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	\$4,000,000.00
Total	\$5,000,000.00

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

THIS Agreement made and entered into the _____ day of _____, _____, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON:

MAYOR, Tammi Goerd

ATTEST, City Clerk



TRUSTEE/CLERK



TRUSTEE/CLERK

TRUSTEE/CLERK (by permission, Rebecca Bohde)

TRUSTEE/CLERK (Rebecca Bohde)

DATE

DATE 2-28-2024

**28E AGREEMENT BETWEEN THE CITY OF TIPTON, IOWA
AND CASS TOWNSHIP, IOWA
FOR EMERGENCY AMBULANCE SERVICES**

This 28E Agreement (“Agreement”) is made and entered by and between the City of Tipton, Iowa (the “City”), and CASS TOWNSHIP, Iowa (the “Township”), as of the date of last signature set forth below. The City and the Township are on occasion referred to in this Agreement collectively as the “Parties.”

Recitals

- A. The City of Tipton is a municipality of the State of Iowa, located in Cedar County, Iowa.
- B. Tipton Ambulance Service (“Tipton Ambulance”) is a department of the City of Tipton, Iowa, with trained volunteer personnel and modern ambulance units equipped with emergency equipment, ready, willing and able to provide emergency ambulance service within the City and beyond.
- C. The Township is political subdivision of the State of Iowa, also located in Cedar County, Iowa, and constitutes a municipality for purposes of Iowa Code §28E.32. The Township is in need of affordable emergency ambulance service in order to promote the public health, safety, and welfare, and desires to contract with Tipton Ambulance for the provision of such service.
- D. The following Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa (2015).

Agreement

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledge, the City and the Township agree as follows:

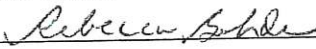
- 1. **Township Contribution.** The Township agrees to pay the City the sum of \$1.00 payable over the fiscal year July 1st-June 30th. The City shall invoice the township. The Township’s existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The Tipton Ambulance Service shall remain the primary transport level ambulance service serving within the predefined boundaries of the Township. No changes shall be made from the boundaries as of January 24th, 2023, without the expressed consent of the City of Tipton. The Tipton Ambulance Service shall maintain mutual aid agreements to ensure coverage of calls for service, in the event that it is unable to react or respond to a call for service.

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.
5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.
6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.
7. **Term of Agreement.** This Agreement shall take effect July 1, 2024 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less six months prior to the Annual Start Date.
8. **Notice.** All notices required under this Agreement or written communications of any kind shall be sent to the following persons:

For the City: Mayor, Tipton City Hall
507 Lynn Street
Tipton, IA 52772

Copy to: Director, Tipton Ambulance Service
507 Lynn Street
Tipton, IA 52772

For the Township: CASS TOWNSHIP Board of Trustees
Attn: Clerk



Any change in the persons so designated must be given by the party making the change to the other parties in writing and will be effective upon receipt.

9. **No Guarantee.** Nothing in this Agreement shall be construed as a guarantee of the City or Tipton Ambulance to the Township or any third-party to prevent loss of life or limb, or as a guarantee to respond to multiple simultaneously, or substantially simultaneous incidents.
10. **No Waiver.** The Parties to this Agreement do not waive any defenses, immunities, or other limitations with respect to the liability of such party, and nothing herein shall be so construed.
11. **Assignment.** Neither the City nor the Township may assign its interests under this Agreement without the written consent of the other.
12. **No Other Agreements.** This Agreement supersedes and replaces any and all prior agreements between the Parties.
13. **Entire Agreement.** This Agreement represents the entire agreement between the Parties. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed written addendum to this Agreement.
14. **Severability.** If any section, provision, or part of this Agreement is for any reason declared to be invalid or unconstitutional by a court or administrative tribunal of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
15. **Captions.** The captions contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the provisions of this Agreement.
16. **Jurisdiction, Venue, and Attorney Fees.** In the event any dispute arises between the Parties, the Parties consent to the jurisdiction of the State of Iowa and the venue of Cedar County, Iowa. All disputes shall be decided according to the laws of the State of Iowa and the prevailing party shall be entitled to reasonable attorney fees.
17. **No Separate Entity.** This Agreement shall create no separate legal or administrative entity; and there shall be no joint property. All property of Tipton Ambulance Service shall remain solely the property of the City.

NOW THEREFORE, by their signatures below, the undersigned declare and certify that they have been duly authorized to approve this Agreement on behalf of their City Council or Board of Trustees, as appropriate.

CITY OF TIPTON, IOWA

By: _____

Tammi Goerdts, Mayor

Attested by:

City Clerk

Date

CASS TOWNSHIP, IOWA

By: *Dale L. ...*
Trustee/ Clerk

By: *Larry L. Glick*
Trustee/ Clerk

By:

Trustee/ Clerk

By: *Stev Agre (by permission)*
Trustee/ Clerk *Rebecca Bohde, Clerk*

2-28-2024
Date

Please sign both copies provided and return one original copy to **THE CITY OF TIPTON, 407 LYNN ST. TIPTON, IA 52772.**

CITY OF TIPTON - CENTER TOWNSHIP 2024-2025 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of CENTER 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

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 CENTER TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to provide fire protection for CENTER TOWNSHIP or that portion thereof as set forth in 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 July 1, 2024 to June 30, 2025 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 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties
3. **DUTIES OF PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.
5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2024 the sum of \$59,608.36 which shall be for the period commencing on the July 1, 2024 and running to June 30, 2025.

6. INDENITY. The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligency of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligency of the Township, its agents or employees.

7. INSURANCE. The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	<u>\$4,000,000.00</u>
Total	\$5,000,000.00

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

THIS Agreement made and entered into the _____ day of _____, _____, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON:

MAYOR, Tammi Goerd

TRUSTEE/CLERK

ATTEST, City Clerk

TRUSTEE/CLERK

TRUSTEE/CLERK

TRUSTEE/CLERK

DATE

DATE

**28E AGREEMENT BETWEEN THE CITY OF TIPTON, IOWA
AND CENTER TOWNSHIP, IOWA
FOR EMERGENCY AMBULANCE SERVICES**

This 28E Agreement (“Agreement”) is made and entered by and between the City of Tipton, Iowa (the “City”), and CENTER TOWNSHIP, Iowa (the “Township”), as of the date of last signature set forth below. The City and the Township are on occasion referred to in this Agreement collectively as the “Parties.”

Recitals

- A. The City of Tipton is a municipality of the State of Iowa, located in Cedar County, Iowa.
- B. Tipton Ambulance Service (“Tipton Ambulance”) is a department of the City of Tipton, Iowa, with trained volunteer personnel and modern ambulance units equipped with emergency equipment, ready, willing and able to provide emergency ambulance service within the City and beyond.
- C. The Township is political subdivision of the State of Iowa, also located in Cedar County, Iowa, and constitutes a municipality for purposes of Iowa Code §28E.32. The Township is in need of affordable emergency ambulance service in order to promote the public health, safety, and welfare, and desires to contract with Tipton Ambulance for the provision of such service.
- D. The following Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa (2015).

Agreement

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledge, the City and the Township agree as follows:

- 1. **Township Contribution.** The Township agrees to pay the City the sum of \$1.00 payable over the fiscal year July 1st-June 30th. The City shall invoice the township. The Township’s existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The Tipton Ambulance Service shall remain the primary transport level ambulance service serving within the predefined boundaries of the Township. No changes shall be made from the boundaries as of January 24th, 2023, without the expressed consent of the City of Tipton. The Tipton Ambulance Service shall maintain mutual aid agreements to ensure coverage of calls for service, in the event that it is unable to react or respond to a call for service.

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.
5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.
6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.
7. **Term of Agreement.** This Agreement shall take effect July 1, 2024 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less six months prior to the Annual Start Date.
8. **Notice.** All notices required under this Agreement or written communications of any kind shall be sent to the following persons:

For the City: Mayor, Tipton City Hall
407 Lynn Street
Tipton, IA 52772

Copy to: Director, Tipton Ambulance Service
407 Lynn Street
Tipton, IA 52772

For the Township: CENTER TOWNSHIP Board of Trustees
Attn: Clerk

Any change in the persons so designated must be given by the party making the change to the other parties in writing and will be effective upon receipt.

9. **No Guarantee.** Nothing in this Agreement shall be construed as a guarantee of the City or Tipton Ambulance to the Township or any third-party to prevent loss of life or limb, or as a guarantee to respond to multiple simultaneously, or substantially simultaneous incidents.
10. **No Waiver.** The Parties to this Agreement do not waive any defenses, immunities, or other limitations with respect to the liability of such party, and nothing herein shall be so construed.
11. **Assignment.** Neither the City nor the Township may assign its interests under this Agreement without the written consent of the other.
12. **No Other Agreements.** This Agreement supersedes and replaces any and all prior agreements between the Parties.
13. **Entire Agreement.** This Agreement represents the entire agreement between the Parties. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed written addendum to this Agreement.
14. **Severability.** If any section, provision, or part of this Agreement is for any reason declared to be invalid or unconstitutional by a court or administrative tribunal of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
15. **Captions.** The captions contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the provisions of this Agreement.
16. **Jurisdiction, Venue, and Attorney Fees.** In the event any dispute arises between the Parties, the Parties consent to the jurisdiction of the State of Iowa and the venue of Cedar County, Iowa. All disputes shall be decided according to the laws of the State of Iowa and the prevailing party shall be entitled to reasonable attorney fees.
17. **No Separate Entity.** This Agreement shall create no separate legal or administrative entity; and there shall be no joint property. All property of Tipton Ambulance Service shall remain solely the property of the City.

NOW THEREFORE, by their signatures below, the undersigned declare and certify that they have been duly authorized to approve this Agreement on behalf of their City Council or Board of Trustees, as appropriate.

CITY OF TIPTON, IOWA

By: _____
Tammi Goerdt, Mayor

Attested by:

City Clerk

Date

CENTER TOWNSHIP, IOWA

By: William O. Schatzger
Trustee/ Clerk

By: John A. Scholtz
Trustee/ Clerk

By: Robert D. Langley
Trustee/ Clerk

By: Debra M. Clark
Trustee/ Clerk

3.1.2024

Date

Please sign both copies provided and return one original copy to THE CITY OF TIPTON, 407 LYNN ST. TIPTON, IA 52772.

CITY OF TIPTON - FAIRFIELD TOWNSHIP 2024-2025 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of FAIRFIELD 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

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 FAIRFIELD TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to provide fire protection for FAIRFIELD TOWNSHIP or that portion thereof as set forth in 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 July 1, 2024 to June 30, 2025 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 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties
3. **DUTIES OF PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.
5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2024 the sum of \$9,847.35 which shall be for the period commencing on the July 1, 2024 and running to June 30, 2025.

6. INDENITY. The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligency of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligency of the Township, its agents or employees.

7. INSURANCE. The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	<u>\$4,000,000.00</u>
Total	\$5,000,000.00

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

THIS Agreement made and entered into the _____ day of _____, _____, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON:

MAYOR, Tammi Goerd

ATTEST, City Clerk

Gary A. Oeberger
TRUSTEE/CLERK

Gregg Kilburg
TRUSTEE/CLERK

Kevin L. Wright
TRUSTEE/CLERK

Daniel C. Stone
TRUSTEE/CLERK

DATE

1-24-24
DATE

**28E AGREEMENT BETWEEN THE CITY OF TIPTON, IOWA
AND FAIRFIELD TOWNSHIP, IOWA
FOR EMERGENCY AMBULANCE SERVICES**

This 28E Agreement (“Agreement”) is made and entered by and between the City of Tipton, Iowa (the “City”), and FAIRFIELD TOWNSHIP, Iowa (the “Township”), as of the date of last signature set forth below. The City and the Township are on occasion referred to in this Agreement collectively as the “Parties.”

Recitals

- A. The City of Tipton is a municipality of the State of Iowa, located in Cedar County, Iowa.
- B. Tipton Ambulance Service (“Tipton Ambulance”) is a department of the City of Tipton, Iowa, with trained volunteer personnel and modern ambulance units equipped with emergency equipment, ready, willing and able to provide emergency ambulance service within the City and beyond.
- C. The Township is political subdivision of the State of Iowa, also located in Cedar County, Iowa, and constitutes a municipality for purposes of Iowa Code §28E.32. The Township is in need of affordable emergency ambulance service in order to promote the public health, safety, and welfare, and desires to contract with Tipton Ambulance for the provision of such service.
- D. The following Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa (2015).

Agreement

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Township agree as follows:

- 1. **Township Contribution.** The Township agrees to pay the City the sum of \$1.00 payable over the fiscal year July 1st-June 30th. The City shall invoice the township. The Township’s existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The Tipton Ambulance Service shall remain the primary transport level ambulance service serving within the predefined boundaries of the Township. No changes shall be made from the boundaries as of January 24th, 2023, without the expressed consent of the City of Tipton. The Tipton Ambulance Service shall maintain mutual aid agreements to ensure coverage of calls for service, in the event that it is unable to react or respond to a call for service.

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.

5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.

6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.

7. **Term of Agreement.** This Agreement shall take effect July 1, 2024 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less six months prior to the Annual Start Date.

8. **Notice.** All notices required under this Agreement or written communications of any kind shall be sent to the following persons:

For the City: Mayor, Tipton City Hall
 507 Lynn Street
 Tipton, IA 52772

Copy to: Director, Tipton Ambulance Service
 507 Lynn Street
 Tipton, IA 52772

For the Township: FAIRFIELD TOWNSHIP Board of Trustees
 Attn: Clerk

Any change in the persons so designated must be given by the party making the change to the other parties in writing and will be effective upon receipt.

9. **No Guarantee.** Nothing in this Agreement shall be construed as a guarantee of the City or Tipton Ambulance to the Township or any third-party to prevent loss of life or limb, or as a guarantee to respond to multiple simultaneously, or substantially simultaneous incidents.
10. **No Waiver.** The Parties to this Agreement do not waive any defenses, immunities, or other limitations with respect to the liability of such party, and nothing herein shall be so construed.
11. **Assignment.** Neither the City nor the Township may assign its interests under this Agreement without the written consent of the other.
12. **No Other Agreements.** This Agreement supersedes and replaces any and all prior agreements between the Parties.
13. **Entire Agreement.** This Agreement represents the entire agreement between the Parties. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed written addendum to this Agreement.
14. **Severability.** If any section, provision, or part of this Agreement is for any reason declared to be invalid or unconstitutional by a court or administrative tribunal of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
15. **Captions.** The captions contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the provisions of this Agreement.
16. **Jurisdiction, Venue, and Attorney Fees.** In the event any dispute arises between the Parties, the Parties consent to the jurisdiction of the State of Iowa and the venue of Cedar County, Iowa. All disputes shall be decided according to the laws of the State of Iowa and the prevailing party shall be entitled to reasonable attorney fees.
17. **No Separate Entity.** This Agreement shall create no separate legal or administrative entity; and there shall be no joint property. All property of Tipton Ambulance Service shall remain solely the property of the City.

NOW THEREFORE, by their signatures below, the undersigned declare and certify that they have been duly authorized to approve this Agreement on behalf of their City Council or Board of Trustees, as appropriate.

CITY OF TIPTON, IOWA

By: _____

Tammi Goerdt, Mayor

Attested by:

City Clerk

Date

FAIRFIELD TOWNSHIP, IOWA

By: _____

Trustee/ Clerk

By: _____

Trustee/ Clerk

By:

Trustee/ Clerk

By: _____

Trustee/ Clerk

Trustee

2-5-24

Date

Please sign both copies provided and return one original copy to THE CITY OF TIPTON,
407 LYNN ST. TIPTON, IA 52772.

CITY OF TIPTON - RED OAK TOWNSHIP 2024-2025 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of RED OAK 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

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 RED OAK TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to provide fire protection for RED OAK TOWNSHIP or that portion thereof as set forth in 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 July 1, 2024 to June 30, 2025 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 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties
3. **DUTIES OF PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.
5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2024 the sum of \$8,251.13 which shall be for the period commencing on the July 1, 2024 and running to June 30, 2025.

6. INDENITY. The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligence of 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 term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	<u>\$4,000,000.00</u>
Total	\$5,000,000.00

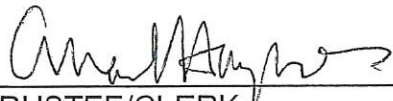
B. Workmen's Compensation: Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the _____ day of _____, _____, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.


CITY OF TIPTON:

MAYOR, Tammi Goerdts

ATTEST, City Clerk



TRUSTEE/CLERK



TRUSTEE/CLERK



TRUSTEE/CLERK



TRUSTEE/CLERK

DATE

01/23/2024

DATE

**28E AGREEMENT BETWEEN THE CITY OF TIPTON, IOWA
AND RED OAK TOWNSHIP, IOWA
FOR EMERGENCY AMBULANCE SERVICES**

This 28E Agreement (“Agreement”) is made and entered by and between the City of Tipton, Iowa (the “City”), and RED OAK TOWNSHIP, Iowa (the “Township”), as of the date of last signature set forth below. The City and the Township are on occasion referred to in this Agreement collectively as the “Parties.”

Recitals

- A. The City of Tipton is a municipality of the State of Iowa, located in Cedar County, Iowa.
- B. Tipton Ambulance Service (“Tipton Ambulance”) is a department of the City of Tipton, Iowa, with trained volunteer personnel and modern ambulance units equipped with emergency equipment, ready, willing and able to provide emergency ambulance service within the City and beyond.
- C. The Township is political subdivision of the State of Iowa, also located in Cedar County, Iowa, and constitutes a municipality for purposes of Iowa Code §28E.32. The Township is in need of affordable emergency ambulance service in order to promote the public health, safety, and welfare, and desires to contract with Tipton Ambulance for the provision of such service.
- D. The following Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa (2015).

Agreement

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledge, the City and the Township agree as follows:

- 1. **Township Contribution.** The Township agrees to pay the City the sum of \$1.00 payable over the fiscal year July 1st-June 30th. The City shall invoice the township. The Township’s existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The Tipton Ambulance Service shall remain the primary transport level ambulance service serving within the predefined boundaries of the Township. No changes shall be made from the boundaries as of January 24th, 2023, without the expressed consent of the City of Tipton. The Tipton Ambulance Service shall maintain mutual aid agreements to ensure coverage of calls for service, in the event that it is unable to react or respond to a call for service.

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.
5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.
6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.
7. **Term of Agreement.** This Agreement shall take effect July 1, 2024 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less six months prior to the Annual Start Date.
8. **Notice.** All notices required under this Agreement or written communications of any kind shall be sent to the following persons:

For the City: Mayor, Tipton City Hall
507 Lynn Street
Tipton, IA 52772

Copy to: Director, Tipton Ambulance Service
507 Lynn Street
Tipton, IA 52772

For the Township: RED OAK TOWNSHIP Board of Trustees
Attn: Clerk
945 Jackson Rd
Tipton, IA 52772

Any change in the persons so designated must be given by the party making the change to the other parties in writing and will be effective upon receipt.

9. **No Guarantee.** Nothing in this Agreement shall be construed as a guarantee of the City or Tipton Ambulance to the Township or any third-party to prevent loss of life or limb, or as a guarantee to respond to multiple simultaneously, or substantially simultaneous incidents.
10. **No Waiver.** The Parties to this Agreement do not waive any defenses, immunities, or other limitations with respect to the liability of such party, and nothing herein shall be so construed.
11. **Assignment.** Neither the City nor the Township may assign its interests under this Agreement without the written consent of the other.
12. **No Other Agreements.** This Agreement supersedes and replaces any and all prior agreements between the Parties.
13. **Entire Agreement.** This Agreement represents the entire agreement between the Parties. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed written addendum to this Agreement.
14. **Severability.** If any section, provision, or part of this Agreement is for any reason declared to be invalid or unconstitutional by a court or administrative tribunal of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
15. **Captions.** The captions contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the provisions of this Agreement.
16. **Jurisdiction, Venue, and Attorney Fees.** In the event any dispute arises between the Parties, the Parties consent to the jurisdiction of the State of Iowa and the venue of Cedar County, Iowa. All disputes shall be decided according to the laws of the State of Iowa and the prevailing party shall be entitled to reasonable attorney fees.
17. **No Separate Entity.** This Agreement shall create no separate legal or administrative entity; and there shall be no joint property. All property of Tipton Ambulance Service shall remain solely the property of the City.

NOW THEREFORE, by their signatures below, the undersigned declare and certify that they have been duly authorized to approve this Agreement on behalf of their City Council or Board of Trustees, as appropriate.

CITY OF TIPTON, IOWA

By: _____

Tammi Goerdt, Mayor

Attested by:

City Clerk

Date

RED OAK TOWNSHIP, IOWA

By: _____

Trustee/Clerk

By: _____

Trustee/Clerk

By: _____

Trustee/Clerk

By: _____

Trustee/Clerk

Date

Please sign both copies provided and return one original copy to THE CITY OF TIPTON, 407 LYNN ST. TIPTON, IA 52772.

CITY OF TIPTON - ROCHESTER TOWNSHIP 2024-2025 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of ROCHESTER 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

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 ROCHESTER TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to provide fire protection for ROCHESTER TOWNSHIP or that portion thereof as set forth in 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 July 1, 2024 to June 30, 2025 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 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties
3. **DUTIES OF PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.
5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2024 the sum of \$24,363.11 which shall be for the period commencing on the July 1, 2024 and running to June 30, 2025.

6. INDENITY. The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligence of 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 term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	<u>\$4,000,000.00</u>
Total	\$5,000,000.00

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

THIS Agreement made and entered into the _____ day of _____, _____, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON:

MAYOR, Tammi Goerd

ATTEST, City Clerk

TRUSTEE/CLERK

TRUSTEE/CLERK

TRUSTEE/CLERK

TRUSTEE/CLERK

DATE

DATE

2-29-24

**28E AGREEMENT BETWEEN THE CITY OF TIPTON, IOWA
AND ROCHESTER TOWNSHIP, IOWA
FOR EMERGENCY AMBULANCE SERVICES**

This 28E Agreement (“Agreement”) is made and entered by and between the City of Tipton, Iowa (the “City”), and ROCHESTER TOWNSHIP, Iowa (the “Township”), as of the date of last signature set forth below. The City and the Township are on occasion referred to in this Agreement collectively as the “Parties.”

Recitals

- A. The City of Tipton is a municipality of the State of Iowa, located in Cedar County, Iowa.
- B. Tipton Ambulance Service (“Tipton Ambulance”) is a department of the City of Tipton, Iowa, with trained volunteer personnel and modern ambulance units equipped with emergency equipment, ready, willing and able to provide emergency ambulance service within the City and beyond.
- C. The Township is political subdivision of the State of Iowa, also located in Cedar County, Iowa, and constitutes a municipality for purposes of Iowa Code §28E.32. The Township is in need of affordable emergency ambulance service in order to promote the public health, safety, and welfare, and desires to contract with Tipton Ambulance for the provision of such service.
- D. The following Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa (2015).

Agreement

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledge, the City and the Township agree as follows:

- 1. **Township Contribution.** The Township agrees to pay the City the sum of \$1.00 payable over the fiscal year July 1st-June 30th. The City shall invoice the township. The Township’s existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The Tipton Ambulance Service shall remain the primary transport level ambulance service serving within the predefined boundaries of the Township. No changes shall be made from the boundaries as of January 24th, 2023, without the expressed consent of the City of Tipton. The Tipton Ambulance Service shall maintain mutual aid agreements to ensure coverage of calls for service, in the event that it is unable to react or respond to a call for service.

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.

5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.

6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.

7. **Term of Agreement.** This Agreement shall take effect July 1, 2024 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less six months prior to the Annual Start Date.

8. **Notice.** All notices required under this Agreement or written communications of any kind shall be sent to the following persons:

For the City: Mayor, Tipton City Hall
507 Lynn Street
Tipton, IA 52772

Copy to: Director, Tipton Ambulance Service
507 Lynn Street
Tipton, IA 52772

For the Township: ROCHESTER TOWNSHIP Board of Trustees
Attn: Clerk

Any change in the persons so designated must be given by the party making the change to the other parties in writing and will be effective upon receipt.

9. **No Guarantee.** Nothing in this Agreement shall be construed as a guarantee of the City or Tipton Ambulance to the Township or any third-party to prevent loss of life or limb, or as a guarantee to respond to multiple simultaneously, or substantially simultaneous incidents.
10. **No Waiver.** The Parties to this Agreement do not waive any defenses, immunities, or other limitations with respect to the liability of such party, and nothing herein shall be so construed.
11. **Assignment.** Neither the City nor the Township may assign its interests under this Agreement without the written consent of the other.
12. **No Other Agreements.** This Agreement supersedes and replaces any and all prior agreements between the Parties.
13. **Entire Agreement.** This Agreement represents the entire agreement between the Parties. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed written addendum to this Agreement.
14. **Severability.** If any section, provision, or part of this Agreement is for any reason declared to be invalid or unconstitutional by a court or administrative tribunal of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
15. **Captions.** The captions contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the provisions of this Agreement.
16. **Jurisdiction, Venue, and Attorney Fees.** In the event any dispute arises between the Parties, the Parties consent to the jurisdiction of the State of Iowa and the venue of Cedar County, Iowa. All disputes shall be decided according to the laws of the State of Iowa and the prevailing party shall be entitled to reasonable attorney fees.
17. **No Separate Entity.** This Agreement shall create no separate legal or administrative entity; and there shall be no joint property. All property of Tipton Ambulance Service shall remain solely the property of the City.

NOW THEREFORE, by their signatures below, the undersigned declare and certify that they have been duly authorized to approve this Agreement on behalf of their City Council or Board of Trustees, as appropriate.

CITY OF TIPTON, IOWA

By: _____

Tammi Goerdts, Mayor

Attested by:

City Clerk

Date

ROCHESTER TOWNSHIP, IOWA

By: _____

Trustee/ Clerk

By: _____

Trustee/ Clerk

By: _____

Trustee/ Clerk

By: _____

Trustee/ Clerk

Date

2-29-24

Please sign both copies provided and return one original copy to **THE CITY OF TIPTON, 407 LYNN ST. TIPTON, IA 52772.**

CITY OF TIPTON - SPRINGFIELD TOWNSHIP
2024-2025 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of SPRINGFIELD 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

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 SPRINGFIELD TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to provide fire protection for SPRINGFIELD TOWNSHIP or that portion thereof as set forth in 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 July 1, 2024 to June 30, 2025 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 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties
3. **DUTIES OF PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.
5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2024 the sum of \$548.07 ~~which shall be for the period commencing on the July 1, 2024 and running to June 30, 2025.~~ *112⁵⁰ in Dec. of 2024 + 112⁵⁰ in May of 2025*

6. INDENITY. The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligency of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligency of the Township, its agents or employees.

7. INSURANCE. The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

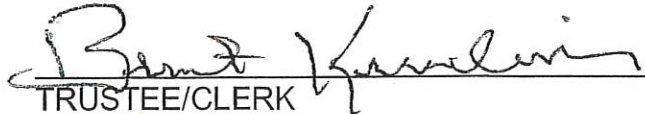
Combined single limit:	\$1,000,000.00
Umbrella policy:	<u>\$4,000,000.00</u>
Total	\$5,000,000.00

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

THIS Agreement made and entered into the 15 day of FEB 2024, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON:

MAYOR, Tammi Goerd



TRUSTEE/CLERK

ATTEST, City Clerk

TRUSTEE/CLERK

TRUSTEE/CLERK

TRUSTEE/CLERK

DATE

DATE

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
POLICE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	1,068.65			
			MEDICARE WITHHOLDING	213.82			
			MEDICARE WITHHOLDING	6.38			
			MEDICARE WITHHOLDING	7.56			
			MEDICARE WITHHOLDING	22.17			
			IPERS	IPERS REGULAR EMPLOYEES	3.96		
				IPERS WITHHOLDING EMT	1.49		
				IPERS WITHHOLDING POLICE	1,661.28		
			OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60		
			PRINCIPAL	GTL_VTL INSURANCE	31.00		
			UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	95.04		
			CITY OF TIPTON FUNDS	TRANSFERS	416.67		
			CITY UTILITIES	City Hall	53.47		
			CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	3,641.63		
			BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	4,830.09		
				TOTAL:	12,269.81		
		FIRE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	59.73	
					MEDICARE WITHHOLDING	13.98	
					COMMUNITY INSURANCE SERVICES	ADDED FIRE RADIOS	33.00
					IPERS	IPERS WITHHOLDING, FIRE	54.51
				IPERS REGULAR EMPLOYEES	30.21		
	OFFICE MACHINE CONSULTANTS INC			MANAGEMENT SERVICES	216.60		
	CITY UTILITIES			CITY UTILITIES	594.41		
				CITY UTILITIES	1,518.50		
	CITY OF TIPTON-REVOLVING CENTRAL GARAG			vehicle/equipment charges	1,096.78		
				TOTAL:	3,617.72		
AMBULANCE	GENERAL GOVERNMENT I.R.S.				FICA WITHHOLDING	529.11	
			MEDICARE WITHHOLDING	82.38			
			MEDICARE WITHHOLDING	39.46			
			MEDICARE WITHHOLDING	0.83			
			MEDICARE WITHHOLDING	1.08			
			BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	966.58		
			DRFIRST	LICENSE FEE	300.00		
			MISC. VENDOR EITAN GROUP INC	EITAN GROUP INC:BATTERY	266.84		
			IOWA GEMT PAYMENT PROGRAM	JANUARY STATE SHARE PAYMEN	1,380.25		
				FEBRUARY STATE SHARE PAYME	1,434.64		
			IPERS	IPERS WITHHOLDING EMT	819.02		
			NFP PROPERTY & CASUALTY SERVICES INC	MEDICAL DIRECTOR INSURANCE	3,998.61		
			OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60		
			PRINCIPAL	GTL_VTL INSURANCE	15.44		
			UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	32.14		
			WING PC	MEDICAL DIRECTOR	500.00		
				MEDICAL DIRECTOR	500.00		
			WILTON FIRE DEPARTMENT	ALS INTERCEPT	200.00		
			CITY OF TIPTON FUNDS	TRANSFERS	1,393.33		
			CITY UTILITIES	CITY UTILITIES	183.97		
				CITY UTILITIES	207.05		
			CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	3,232.64		
			BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,460.26		
		TOTAL:	17,760.23				
STREET DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	161.96			
			MEDICARE WITHHOLDING	25.83			
			MEDICARE WITHHOLDING	0.24			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	2.68
			MEDICARE WITHOLDING	7.88
			MEDICARE WITHOLDING	1.25
		CINTAS	UNIFORMS	65.45
			UNIFORMS	41.77
		IPERS	IPERS REGULAR EMPLOYEES	255.85
		PRINCIPAL	GTL_VTL INSURANCE	5.30
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	14.06
		WENDLING QUARRIES INC	50.74 TN ROAD STONE	735.75
		CITY OF TIPTON FUNDS	TRANSFERS	4,093.34
		CITY UTILITIES	CITY UTILITIES	15.00
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	6,272.97
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,105.92
			TOTAL:	12,805.25
CEMETERY	GENERAL GOVERNMENT	CEDAR COUNTY VFW POST 2537	2 FLAGS	61.00
			TOTAL:	61.00
GENERAL ADMINISTRATION	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	150.77
			MEDICARE WITHOLDING	23.13
			MEDICARE WITHOLDING	0.17
			MEDICARE WITHOLDING	11.66
			MEDICARE WITHOLDING	0.30
		CINTAS	UNIFORMS	18.13
			UNIFORMS	18.13
		IPERS	IPERS REGULAR EMPLOYEES	235.71
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60
		PRINCIPAL	GTL_VTL INSURANCE	2.74
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	13.95
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,562.20
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	849.51
			TOTAL:	4,103.00
LIBRARY	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	280.50
			MEDICARE WITHOLDING	27.21
			MEDICARE WITHOLDING	38.39
		AUCA CHICAGO LOCKBOX	BLDG MAINT SUPPLIES	315.24
		BAKER & TAYLOR	BOOKS	254.44
			BOOKS	282.40
			BOOKS	410.44
		BANLEACO	LEASE PAYMENT	105.60
		IPERS	IPERS REGULAR EMPLOYEES	352.33
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60
		PRINCIPAL	GTL_VTL INSURANCE	15.48
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	17.78
		WINDSTREAM	MONTHLY SERVICES	176.15
		CITY UTILITIES	CITY UTILITIES	1,039.17
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	408.60
			TOTAL:	3,940.33
PARK	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	8.99
			MEDICARE WITHOLDING	1.26
			MEDICARE WITHOLDING	0.84
		IPERS	IPERS REGULAR EMPLOYEES	13.95
		PRINCIPAL	GTL_VTL INSURANCE	0.13
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	0.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	95.24
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	44.86
			TOTAL:	166.10
RECREATION DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	73.35
			MEDICARE WITHOLDING	17.16
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	94.97
		IPERS	IPERS REGULAR EMPLOYEES	116.23
		PRINCIPAL	GTL_VTL INSURANCE	2.58
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	6.94
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	48.02
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	545.52
			TOTAL:	904.77
YOUTH RECREATON	GENERAL GOVERNMENT MISC. VENDOR	RICKY GREEN	RICKY GREEN:SOCCER REFUND	30.00
		T & M CLOTHING CO.	317 SOCCER JERSEYS	4,596.50
			TOTAL:	4,626.50
FAMILY AQUATIC CENTER	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	152.30
			MEDICARE WITHOLDING	30.42
			MEDICARE WITHOLDING	3.51
			MEDICARE WITHOLDING	0.87
			MEDICARE WITHOLDING	0.81
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	94.98
		AT&T MOBILITY	WIRELESS	39.38
		BASEPOINT BUILDING AUTOMATIONS	COMPUTER RESET	290.00
		IPERS	IPERS REGULAR EMPLOYEES	223.84
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60
		PRINCIPAL	GTL_VTL INSURANCE	7.74
		SHERWIN- WILLIAMS CO	PAINT FOR LOCKER ROOMS	708.02
		T & M CLOTHING CO.	24 T SHIRTS	195.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	15.01
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	48.03
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	792.55
			TOTAL:	2,819.06
ECONOMIC DEVELOPMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	145.02
			MEDICARE WITHOLDING	33.92
		IPERS	IPERS REGULAR EMPLOYEES	228.71
		MARCIA MEYERS	APRIL RENT	600.00
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60
		PRINCIPAL	GTL_VTL INSURANCE	5.16
		CAPITAL ONE	MISC & OFFICE SUPPLIES	75.18
			MISC & OFFICE SUPPLIES	32.77
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	13.09
		CITY OF TIPTON FUNDS	TRANSFERS	833.33
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	243.81
			TOTAL:	2,427.59
EXECUTIVE	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	157.79
			MEDICARE WITHOLDING	36.91
		IPERS	IPERS ELECTED OFFICIALS	125.56
			TOTAL:	320.26
FINANCE & ADMINISTRATI	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	78.61
			MEDICARE WITHOLDING	4.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	13.13
			MEDICARE WITHOLDING	0.01
			MEDICARE WITHOLDING	0.57
			MEDICARE WITHOLDING	0.24
			MEDICARE WITHOLDING	0.01
		IPERS	IPERS REGULAR EMPLOYEES	120.99
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60
		PRINCIPAL	GTL_VTL INSURANCE	0.59
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	1.99
		CITY UTILITIES	City Hall	282.04
			City Hall	98.04
			CITY UTILITIES	2,563.22
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	165.36
			TOTAL:	3,545.83
BUILDING MAINTENANCE	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	15.95
			MEDICARE WITHOLDING	3.73
		AUCA CHICAGO LOCKBOX	MATS	180.15
		CINTAS CORPORATION	FIRST AID SUPPLIES	33.27
		IPERS	IPERS REGULAR EMPLOYEES	24.29
		CAPITAL ONE	MISC & OFFICE SUPPLIES	43.12
			TOTAL:	300.51
AMBULANCE TRUST	GENERAL GOVERNMENT	CITY OF TIPTON FUNDS	TRANSFERS	1,393.33
			TOTAL:	1,393.33
TRANSFER-COMM/LOCAL AC	GENERAL GOVERNMENT	CITY OF TIPTON FUNDS	TRANSFERS	1,666.67
			TOTAL:	1,666.67
STREET DEPARTMENT	ROAD USE TAX FUND	GARDEN & ASSOCIATES INC	PLUM STREET PAVING EXTENSI	3,930.20
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,488.09
			TOTAL:	5,418.29
TRAFFIC SERVICE MAINT.	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	4.37
			MEDICARE WITHOLDING	0.92
			MEDICARE WITHOLDING	0.05
			MEDICARE WITHOLDING	0.05
		ECONO SIGNS LLC	SIGNS FOR HWY 38 PROJECT	613.17
		IOWA PRISON INDUSTRIES	4 ONE WAY SIGNS	118.60
		IPERS	IPERS REGULAR EMPLOYEES	7.18
		PRINCIPAL	GTL_VTL INSURANCE	0.16
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	0.43
		CITY UTILITIES	CITY UTILITIES	89.93
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	41.21
			TOTAL:	876.07
SNOW AND ICE REMOVAL	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	48.33
			MEDICARE WITHOLDING	10.29
			MEDICARE WITHOLDING	0.26
			MEDICARE WITHOLDING	0.17
			MEDICARE WITHOLDING	0.60
		IPERS	IPERS REGULAR EMPLOYEES	77.43
		PRINCIPAL	GTL_VTL INSURANCE	1.71
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	4.35
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	873.96
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	368.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	1,385.25
STREET CLEANING	ROAD USE TAX FUND	CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	825.42
			TOTAL:	825.42
TRANSFER/OTHER SOURCES	ROAD USE TAX FUND	CITY OF TIPTON FUNDS	TRANSFERS	2,250.00
			TOTAL:	2,250.00
TRANSFERS/OTHER SOURCE	TRUST AND AGENCY F	CITY OF TIPTON FUNDS	TRANSFERS	47,602.92
			TOTAL:	47,602.92
TRANSFER	Emergency Fund	CITY OF TIPTON FUNDS	TRANSFERS	2,655.42
			TOTAL:	2,655.42
TRANSFERS/OTHER SOURCE	LOCAL OPTION TAX	CITY OF TIPTON FUNDS	TRANSFERS	29,166.67
			TOTAL:	29,166.67
TRANSFERS/OTHER SOURCE	TIF SPECIAL REVENU	CITY OF TIPTON FUNDS	TRANSFERS	6,118.17
			TRANSFERS	13,579.42
			TOTAL:	19,697.59
REVOLVING LOAN PRGRM	ECONOMIC/INDUSTRIA	MISC. VENDOR DR JOHN PRICKETT MOORE CONCEPTS MICHEL FOULKS	DR JOHN PRICKETT:TRIPRMBRM MOORE CONCEPTS:RLF MICHEL FOULKS:TRIP RMBRSMN	7,500.00 10,000.00 7,500.00
			TOTAL:	25,000.00
TRANSFERS/OTHER SOURCE	FIRE ENTERPRISE TR	CITY OF TIPTON FUNDS	TRANSFERS	5,465.51
			TOTAL:	5,465.51
INDUSTRIAL FEEDER PJT	INDUSTRIAL FEEDER	DSG DBA DAKOTA SUPPLY GROUP FLETCHER-REINHARDT CO. POWER LINE SUPPLY SPEER FINANCIAL INC SWICK CABLE CONTRACTOR'S INC	UNDERGROUND SUPPLIES UNDERGROUND SUPPLIES UNDERGROUND SUPPLIES ELECTRIC REVENUE BONDS SRV SEWER REPAIRS	1,907.98 552.12 75.41 9,650.00 3,267.37
			TOTAL:	15,452.88
WATER DISTRIBUTION	WATER OPERATING	I.R.S. AT&T MOBILITY CINTAS HAWKINS INC IOWA ASSOCIATION OF IOWA ONE CALL IPERS OFFICE MACHINE CONSULTANTS INC PSC DISTRIBUTION INC PRINCIPAL UNUM LIFE INSURANCE COMPANY OF AMERICA CITY UTILITIES	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING WIRELESS UNIFORMS UNIFORMS CHEMICALS ANNUAL MEMBER DUES LOCATES IPERS REGULAR EMPLOYEES MANAGEMENT SERVICES OPERATING SUPPLIES GTL_VTL INSURANCE LONG TERM DISABILITY PAYRO City Hall CITY UTILITIES CITY UTILITIES	265.77 48.63 0.31 11.04 1.09 1.08 78.56 15.95 15.95 1,514.34 686.67 24.00 420.62 216.60 28.16 7.67 23.40 53.47 774.74 703.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CITY UTILITIES	1,509.06
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	232.23
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>1,864.88</u>
			TOTAL:	8,497.22
WATER BILL/COLLECT	WATER OPERATING	I.R.S.	FICA WITHOLDING	50.91
			MEDICARE WITHOLDING	9.51
			MEDICARE WITHOLDING	2.39
		IPERS	IPERS REGULAR EMPLOYEES	84.54
		STOREY KENWORTHY/MATT PARROTT	UB STATEMENTS	316.95
		PRINCIPAL	GTL_VTL INSURANCE	2.58
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	5.04
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>779.88</u>
			TOTAL:	1,251.80
TRANSFER/OTHER SOURCES	WATER OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	3,487.50
			TRANSFERS	<u>3,169.16</u>
			TOTAL:	6,656.66
WASTEWATER/AKA SEWER	WASTEWATER/AKA SEW	I.R.S.	FICA WITHOLDING	287.94
			MEDICARE WITHOLDING	51.07
			MEDICARE WITHOLDING	0.31
			MEDICARE WITHOLDING	11.09
			MEDICARE WITHOLDING	4.25
			MEDICARE WITHOLDING	0.62
		IPERS	IPERS REGULAR EMPLOYEES	458.71
		STOREY KENWORTHY/MATT PARROTT	UB STATEMENTS	316.95
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60
		PRINCIPAL	GTL_VTL INSURANCE	8.43
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	26.11
		CITY UTILITIES	City Hall	53.47
			CITY UTILITIES	4,366.33
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	823.29
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>2,315.16</u>
			TOTAL:	8,940.33
LAGOON	WASTEWATER/AKA SEW	GRAINGER	OPERATING SUPPLIES	<u>319.32</u>
			TOTAL:	319.32
TRANSFER/OTHER SOURCES	WASTEWATER/AKA SEW	CITY OF TIPTON FUNDS	TRANSFERS	3,266.25
			TRANSFERS	<u>35,959.61</u>
			TOTAL:	39,225.86
ELECTRIC DISTRIBUTION	ELECTRIC OPERATING	I.R.S.	FICA WITHOLDING	745.73
			MEDICARE WITHOLDING	150.09
			MEDICARE WITHOLDING	8.91
			MEDICARE WITHOLDING	3.47
			MEDICARE WITHOLDING	11.26
			MEDICARE WITHOLDING	0.68
		AT&T MOBILITY	WIRELESS	78.76
		CINTAS	UNIFORMS, SHOP TOWELS, MAT	85.22
			UNIFORMS, SHOP TOWELS, MAT	67.35
			UNIFORMS, SHOP TOWELS, MAT	87.23
			UNIFORMS, SHOP TOWELS, MAT	67.35
		CINTAS CORPORATION	FIRST AID SUPPLIES	90.58
		DR DARLENE A EHLERS	APRIL RENT	500.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISC. VENDOR LAMB, MEGAN	03-1840-21	59.83
		IOWA ASSOCIATION OF	ANNUAL MEMBER DUES	5,946.66
		IOWA ONE CALL	LOCATES	24.00
		IPERS	IPERS REGULAR EMPLOYEES	1,190.10
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60
		PRINCIPAL	GTL_VTL INSURANCE	21.14
		RESCO	UNDERGROUND SUPPLIES	74.90
		RESALE POWER GROUP OF IOWA	GENERATION METER TEST	5,500.00
		TIFFINY'S TIPTON BAKERY	SAFETY MEETING SUPPLIES	6.50
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	62.11
		CITY UTILITIES	City Hall	66.85
			CITY UTILITIES	914.98
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,406.50
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	4,604.74
			TOTAL:	21,991.54
ELECTRIC POWER PLANT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	31.56
			MEDICARE WITHOLDING	6.36
			MEDICARE WITHOLDING	0.74
			MEDICARE WITHOLDING	0.28
		IPERS	IPERS REGULAR EMPLOYEES	51.04
		PRINCIPAL	GTL_VTL INSURANCE	0.90
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	2.68
		CITY UTILITIES	CITY UTILITIES	1,909.78
			CITY UTILITIES	1,477.14
			CITY UTILITIES	1,534.77
			CITY UTILITIES	197.17
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	169.46
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	259.23
			TOTAL:	5,641.11
ELECTRIC BILL/COLLECT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	110.43
			MEDICARE WITHOLDING	21.75
			MEDICARE WITHOLDING	0.15
			MEDICARE WITHOLDING	3.50
			MEDICARE WITHOLDING	0.42
		IPERS	IPERS REGULAR EMPLOYEES	180.35
		STOREY KENWORTHY/MATT PARROTT	UB STATEMENTS	316.96
		PRINCIPAL	GTL_VTL INSURANCE	4.42
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	10.01
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	118.62
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,228.68
			TOTAL:	1,995.29
LOUISA GENERATING STAT	ELECTRIC OPERATING MIDAMERICAN ENERGY COMPANY		Est cash request	17,500.00
			Est cash request	29,000.00
			Est cash request	500.00
			Est cash request	3,000.00
			TOTAL:	50,000.00
TRANSFER/OTHER SOURCES	ELECTRIC OPERATING CITY OF TIPTON FUNDS		TRANSFERS	21,362.67
			TRANSFERS	19,689.59
			TRANSFERS	7,468.50
			TOTAL:	48,520.76
GAS DISTRIBUTION	GAS OPERATING I.R.S.		FICA WITHOLDING	395.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	78.37
			MEDICARE WITHOLDING	4.20
			MEDICARE WITHOLDING	1.09
			MEDICARE WITHOLDING	8.86
			MEDICARE WITHOLDING	0.07
		AT&T MOBILITY	WIRELESS	39.38
		CINTAS	UNIFORMS, SHOP TOWELS, MAT	64.63
			UNIFORMS, SHOP TOWELS, MAT	64.63
		IOWA ASSOCIATION OF	OQ TRAINING	1,995.00
			ANNUAL MEMBER DUES	3,383.67
			OQ TRAINING	637.50
		IOWA ONE CALL	LOCATES	24.00
		IPERS	IPERS REGULAR EMPLOYEES	634.88
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60
		PRINCIPAL	GTL_VTL INSURANCE	8.15
		SCHIMBERG CO	OPERATING SUPPLIES	189.00
		TIFFINY'S TIPTON BAKERY	SAFETY MEETING SUPPLIES	6.50
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	23.09
		CITY UTILITIES	City Hall	66.85
			CITY UTILITIES	305.00
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	227.86
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	2,311.51
			TOTAL:	10,686.79
GAS BILL/COLLECT	GAS OPERATING	I.R.S.	FICA WITHOLDING	66.70
			MEDICARE WITHOLDING	12.69
			MEDICARE WITHOLDING	2.76
			MEDICARE WITHOLDING	0.13
		IPERS	IPERS REGULAR EMPLOYEES	110.07
		STOREY KENWORTHY/MATT PARROTT	UB STATEMENTS	316.96
		PRINCIPAL	GTL_VTL INSURANCE	3.04
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	6.38
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	909.50
			TOTAL:	1,428.23
GAS PEAK SHAVING PLANT	GAS OPERATING	CITY UTILITIES	CITY UTILITIES	73.86
			TOTAL:	73.86
TRANSFER/OTHER SOURCES	GAS OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	10,287.83
			TOTAL:	10,287.83
AIRPORT	AIRPORT OPERATING	I.R.S.	FICA WITHOLDING	14.54
			MEDICARE WITHOLDING	3.40
		IPERS	IPERS REGULAR EMPLOYEES	22.14
		MC CLURE ENGINEERING COMPANY	AIRPORT TERMINAL BLDG	2,261.40
			AIRPORT TERMINAL BLDG	2,017.10
			AIRPORT TERMINAL BLDG	7,192.50
			AIRPORT TERMINAL BLDG	3,610.80
			AIRPORT TERMINAL BLDG	908.80
		WRIGHT LAWN CARE	CONTRACT PAY APRIL 2024	358.33
		CITY UTILITIES	CITY UTILITIES	441.07
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	491.56
			TOTAL:	17,321.64
TRANSFER/OTHER SOURCES	AIRPORT OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	348.33
			TOTAL:	348.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
GARBAGE COLLECTION	GARBAGE COLLECTION I.R.S.		FICA WITHOLDING	195.67	
			MEDICARE WITHOLDING	38.89	
			MEDICARE WITHOLDING	3.23	
			MEDICARE WITHOLDING	3.36	
			MEDICARE WITHOLDING	0.34	
			CINTAS	UNIFORMS	15.48
				UNIFORMS	15.48
			IPERS	IPERS REGULAR EMPLOYEES	314.91
			STOREY KENWORTHY/MATT PARROTT	UB STATEMENTS	316.95
			OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60
			PRINCIPAL	GTL_VTL INSURANCE	5.89
			UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	17.94
			CITY UTILITIES	City Hall	53.47
			CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,111.26
			BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>1,825.43</u>
				TOTAL:	5,134.90
		RECYCLING	GARBAGE COLLECTION I.R.S.		FICA WITHOLDING
	MEDICARE WITHOLDING			9.62	
	MEDICARE WITHOLDING			6.53	
	MEDICARE WITHOLDING			1.07	
	IPERS			IPERS REGULAR EMPLOYEES	75.62
	PRINCIPAL			GTL_VTL INSURANCE	1.56
	UNUM LIFE INSURANCE COMPANY OF AMERICA			LONG TERM DISABILITY PAYRO	4.51
	CITY UTILITIES			CITY UTILITIES	55.12
	CITY OF TIPTON-REVOLVING CENTRAL GARAG			vehicle/equipment charges	1,407.51
	BLUE CROSS/BLUE SHIELD			BCBS HEALTH INS PY CITY	<u>636.40</u>
				TOTAL:	2,271.54
TRANSFER OUT/SINKING F	GARBAGE COLLECTION	CITY OF TIPTON FUNDS	TRANSFERS	2,958.25	
			TRANSFERS	<u>348.75</u>	
			TOTAL:	3,307.00	
STORM WATER	STORM WATER	I.R.S.	FICA WITHOLDING	17.12	
			MEDICARE WITHOLDING	3.75	
			MEDICARE WITHOLDING	0.06	
			MEDICARE WITHOLDING	0.18	
			IPERS	IPERS REGULAR EMPLOYEES	27.03
			PRINCIPAL	GTL_VTL INSURANCE	0.61
			UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	1.46
			CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	81.42
			BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>123.68</u>
				TOTAL:	255.31
OTHER SOURCES	STORM WATER	CITY OF TIPTON FUNDS	TRANSFERS	579.42	
			TRANSFERS	<u>4,577.15</u>	
			TOTAL:	5,156.57	
INT SRVC-OTHER BUSINES	CENTRAL GARAGE	I.R.S.	FICA WITHOLDING	72.81	
			MEDICARE WITHOLDING	15.32	
			MEDICARE WITHOLDING	0.85	
			MEDICARE WITHOLDING	0.84	
			AT&T MOBILITY	WIRELESS	39.38
			CEDAR COUNTY VFW POST 2537	2 FLAGS	30.00
			CINTAS	UNIFORMS	14.26
				SHOP SUPPLIES	111.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			UNIFORMS	14.26
		CINTAS CORPORATION	FIRST AID SUPPLIES	44.85
		ELIJAH ENTERPRISES	SHOP SUPPLIES	45.00
		GRAINGER	SHOP SUPPLIES	55.62
		IPERS	IPERS REGULAR EMPLOYEES	119.63
		LAWSON PRODUCTS INC	SHOP SUPPLIES	54.53
		MIDWEST WHEEL COMPANIES	REPAIR PARTS #21	121.44
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60
		PRINCIPAL	GTL_VTL INSURANCE	2.56
		SHOTTENKIRK	REPAIR PARTS #67	131.84
			REPAIR PARTS #15	149.63
			STOCK SUPPLIES	60.24
		THOMPSON TRUCK & TRAILER	STOCK SUPPLIES	70.50
		TIFFINY'S TIPTON BAKERY	SAFETY MEETING SUPPLIES	6.50
		TITAN MACHINERY INC	STOCK PARTS	254.75
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	7.12
		CITY UTILITIES	CITY UTILITIES	438.22
			CITY UTILITIES	1,392.86
			CITY UTILITIES	846.54
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	686.89
			TOTAL:	5,004.95
INT SRVC-OTHER BUSINES ADMINISTRATIVE SER I.R.S.			FICA WITHOLDING	108.73
			MEDICARE WITHOLDING	23.87
			MEDICARE WITHOLDING	0.31
			MEDICARE WITHOLDING	1.25
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	1,210.96
		AAVANTIS LLC	PAY REQUEST EMRICH PROJECT	3,528.88
		AT&T MOBILITY	WIRELESS	528.95
		IPERS	IPERS REGULAR EMPLOYEES	173.80
		LYNCH DALLAS PC	LEGAL SERVICES	2,996.50
			LEGAL SERVICES	1,036.50
		QUADIENT FINANCE USA INC	POSTAGE	2,000.00
		OFFICE EXPRESS	OFFICE SUPPLIES	31.99
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60
		PRINCIPAL	GTL_VTL INSURANCE	5.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	10.24
		WINDSTREAM	MONTHLY SERVICES	932.88
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	9.17
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,503.17
			TOTAL:	14,318.80
NON-DEPARTMENTAL	PAYROLL ACCOUNT	I.R.S.	FEDERAL WITHOLDING	7,063.32
			FICA WITHOLDING	5,372.89
			MEDICARE WITHOLDING	1,256.60
		AFLAC	AFLAC AFTER TAX PY W/HOLDI	96.40
			AFLAC PY PRETAX WITHOLDING	442.61
			AFLAC AFTER TAX DEDUCTION	30.24
		AXA EQUI-VEST PROCESSING OFFICE	DEF. COMP PRETAX	250.00
		COLLECTION SERVICES CENTER	CHILD SUPPORT- SPANGLER-96	59.52
		IPERS	IPERS WITHOLDING, FIRE	36.36
			IPERS ELECTED OFFICIALS	83.66
			IPERS REGULAR EMPLOYEES	3,700.79
			IPERS WITHOLDING EMT	547.29
			IPERS WITHOLDING POLICE	1,108.11
		PRINCIPAL	GTL_VTL INSURANCE	354.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			VISION POLICY	277.32
		TREASURER, STATE OF IOWA	STATE WITHHOLDING	2,927.00
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INSURANCE PYM	2,160.00
		CITY OF TIPTON	MISC. EMPLOYEE REIMBURSEME	225.00
			TOTAL:	25,991.11

===== FUND TOTALS =====

001	GENERAL GOVERNMENT	72,727.96
110	ROAD USE TAX FUND	10,755.03
112	TRUST AND AGENCY FUND	47,602.92
119	Emergency Fund	2,655.42
121	LOCAL OPTION TAX	29,166.67
125	TIF SPECIAL REVENUE FUND	19,697.59
160	ECONOMIC/INDUSTRIAL DEVEL	25,000.00
192	FIRE ENTERPRISE TRUST	5,465.51
319	INDUSTRIAL FEEDER PROJECT	15,452.88
600	WATER OPERATING	16,405.68
610	WASTEWATER/AKA SEWER REVE	48,485.51
630	ELECTRIC OPERATING	128,148.70
640	GAS OPERATING	22,476.71
660	AIRPORT OPERATING	17,669.97
670	GARBAGE COLLECTION	10,713.44
740	STORM WATER	5,411.88
810	CENTRAL GARAGE	5,004.95
835	ADMINISTRATIVE SERVICES	14,318.80
860	PAYROLL ACCOUNT	25,991.11

 GRAND TOTAL: 523,150.73

(City: State requests that you post announcements in Minutes exactly as read.)

**CITY OF TIPTON
2021 Housing Sustainability Exterior Housing Rehabilitation Program
Status of Funded Activities (S0FA) Public Hearing Announcements**

A. Funding of Project Activities and Sources of Funds.

This project is funded by a Community Development Block Grant (CDBG). The City was awarded a 2021 CDBG for \$237,902. To date, \$91,147 of the CDBG allocation has been expended.

B. Explain how the need for the activities was identified.

The City saw a need to offer assistance to low- and moderate-income homeowners to improve the exterior of their homes while preserving and stabilizing the City's housing. Initiating a City-wide exterior housing rehabilitation program helps to upgrade the housing stock.

C. Nature of and Status of the Activities.

The project involves the exterior rehabilitation of at least six (6) owner-occupied, single-family homes. There has been a no change to the project beneficiaries as proposed in the application submitted to State for funding.

Four (4) projects have been closed out and two (2) are under Contract for construction.

D. Announce the estimated portion of funds that will benefit low-and-moderate income persons.

100% of the Federal funds will benefit low-and-moderate income persons.

E. Announce where the activities are being conducted.

The project is taking place City-wide in residential neighborhoods.

F. Announce plans to minimize displacement of persons and businesses resulting of funded activities.

It will not be necessary to permanently displace any persons or businesses as a result of this Program.

G. Announce plans to assist persons actually displaced.

During lead-based paint hazard reduction activities, assistance will be provided if temporary relocation is necessary.

RESOLUTION NO. 040124A

A RESOLUTION SETTING THE TIME AND PLACE FOR A PUBLIC HEARING FOR THE PURPOSE OF SOLICITING WRITTEN AND ORAL COMMENTS ON THE CITY'S PROPOSED FISCAL YEAR 2024-2025 BUDGET

WHEREAS, the City Council of the City of Tipton, Iowa, has prepared the annual budget for Fiscal Year 2024-2025; and

WHEREAS, Iowa Code 384.16.3 requires a public hearing on the proposed budget where any resident or taxpayer of the city may present to the council objections to any part of the budget for the following fiscal year or arguments in favor of any part of the budget before its adoption and certification to the county auditor; and

WHEREAS, interested residents or taxpayers having comments for or against these proposals may appear and be heard at the public hearing at the City Council meeting on April 22, 2024, at 5:30 p.m. at the Tipton Fire Station, 301 Lynn Street, Tipton, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tipton, Iowa, that this confirms that the council orders the publication of a notice of public hearing pertaining to the adoption of the Fiscal Year 2024-2025 budget not less than ten (10) days nor more than twenty (20) days prior to the date set for the hearing.

PASSED AND APPROVED this 1st day of April 2024.

Tammi Goerd, Mayor

ATTEST: _____
Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution No. 040124A which was passed by the Tipton City Council this 1st day of April 2024.

Amy Lenz, City Clerk



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of March, 2024, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Tipton, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 18,000.00 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of July 4th, 20 24 at approximately +/- 9:30 p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- The sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ 18,000.00 shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- \$ 18,000.00 in full by April 24th, 2024 (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- \$ 18,000.00 in full by June 4th, 2024 (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional 5% 10% 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of July 20 or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.
A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.
- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: _____

BY: _____

ROLE: _____

ROLE: Mayor

J&M Displays, Inc.

ENTITY: City of Tipton, IA

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.