
Amendment No. 01 Fire Protection Charter Agreement between the City Council for the City of Fruitland and the Board of Trustees for the Fruitland Township, all in Muscatine County.

The Fire Protection Charter Agreement between the City Council for the City of Fruitland and the Board of Trustees for the Fruitland Township in Muscatine County Iowa was first signed on October 15, 1979. It was filed with the State of Iowa, Secretary of State on November 16, 1979 and filed with the Muscatine County Recorder File #2098 in Book 285 Page 879 through page 888 on November 15, 1979 pursuant to the provisions of Chapter 28E, 1979 Code of Iowa.

The following language shall be adopted on the date signed by both participating parties. These Amendments are as follows:

IV Purpose and Area

This Charter Agreement is executed for the purpose of establishing a Fire Protection/Emergency Medical Services (EMS) agency for the protection and aid and assistance for other emergencies or disasters relating to life or property and will include first response EMS but not patient transportation as patient transportation will be the responsibility of the City of Muscatine Fire Department Ambulance Services all in accordance with and under the provisions of Chapter 28E of the Code of Iowa, 1971, as amended or as may be hereafter amended.

The area represented by the public agencies involved in this charter and to be protected by the Fruitland Fire District includes the City of Fruitland and all of Fruitland Township.

VII Finance and Budget

The expenses and cost of the operations of the Agency and providing the necessary fire & medical protection shall be borne and paid as fairly as possible commensurate and apportioned upon the taxable value of the area being served, the annual total number of Fire/EMS calls of the area, and the population of the area served for each public agency.

The method of determining the share of the costs of operating this Agency shall be determined on the basis of the following formula:

$$\text{Share of cost} = \frac{\%TV + \%TC + \%Pop}{3}$$

Where: TV = Taxable Value of Area Being Served
TC = Annual Total of Fire/EMS Calls of Area
Pop=Population of Area Served

Each public agency a party to this Agreement shall contribute their share of the financial support by levying a fire tax as necessary and as authorized by law for each of said bodies and will pay into the Agency their share of the costs as said funds are received from the Muscatine County Treasurer.

Prior to the annual meeting of the Agency, the Board of Directors shall prepare and tentatively adopt a budget for the fiscal year (July 1 through June 30) following the annual meeting, which shall be submitted to the two public agencies at least ten (10) days prior to the annual meeting on March 15th. The budget shall be finally adopted and approved by the two public agencies at the annual meeting of the Agency.

IX Withdrawal and Termination

In the event that any public agency a party to this Agreement desires to withdraw from this Agency, a written notice of the withdrawal will be given to the Board of Directors by *November 1* and the withdrawal completed by the end of the fiscal year in which the notice is given. The vested interest of the Public Agency withdrawing shall be determined as set forth in previous articles of the Agreement. Necessary adjustments shall be made on the basis of outstanding debts and obligations, and if possible, the equipment and facilities contributed by said public agency shall be returned. Full settlement shall be made by the end of the fiscal year at which time said party will no longer participate in this Agency.

Complete termination of the Agreement shall result when one of the public agencies involved give written notice of withdrawal. Upon dissolution and termination, a complete accounting and inventory will be made, all debts and obligations will be paid, and the remaining assets distributed to the participating public agencies as their interest may appear and facilities and equipment returned to the contributing public agency involved. Other assets owned by the Agency may be sold and the proceeds distributed as may be agreed by the parties on dissolution.

This amendment, once adopted and signed by both the City of Fruitland and the Fruitland Township, shall be filed with the Secretary of State, the State Fire Marshall and recorded in the office of the Muscatine County Recorder, Muscatine Iowa as required by law.

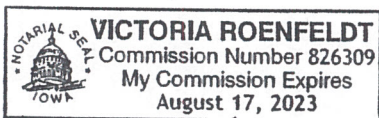
Dated, signed, and sealed by the parties hereto this 12 of May 2021.

City of Fruitland, Iowa

Marty Hills
Mayor

State of Iowa
County of Muscatine

Signed before me on 5/12/2021 by Marty Hills
Date Name(s) of individual(s)



Victoria Roenfeldt
Notary Public

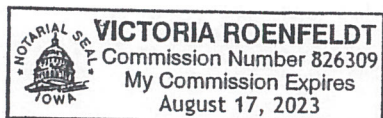
My commission expires:..... 8/17/2023

Township of Fruitland
Muscatine County, Iowa

Mark Yerington
Chairman, Board of Trustees

State of Iowa
County of Muscatine

Signed before me on 5/14/2021 by Mark Yerington
Date Name(s) of individual(s)



Victoria Roenfeldt
Notary Public

My commission expires:..... 8/17/2023