

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



FILED

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28E Agreement

	Full Legal Name	Organization Type	County
Party 1	City of West Liberty, Iowa	City	Muscatine
Party 2	West Liberty Rural Community Ambulance District	Regional or District	Muscatine

Participants

0 - Unknown Service Type

Service Type

The joint provision of ambulance services to the city and the district.

Purpose

Indefinite

Duration

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

Upload Scanned Agreement

Contact Person: (Optional)

Contact First Name

Contact Last Name

Job Title

Department

Email Address 1

Phone

1. \$61.00
2. \$51.00
\$112.00 OK #6842

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

FILE NO. 2002-04475
BOOK PAGE

2002 JUN 11 AM 11:16

DOROTHY J. FITCHNER
RECORDER
MUSCATINE CO.

See \$61 Paid

Recorder's Note

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

Agreement and Contract for Ambulance Services

This agreement entered into accordance with and under the provisions of chapter 28E of the 1975 Code of Iowa on this the 6th day of June, 2002, and between the City of West Liberty, a municipal corporation in the State of Iowa, hereinafter called the City; the West Liberty Volunteer Fire Department, a department of the City, hereinafter called the Fire Department; and the West Liberty Rural Community Ambulance District, which encompasses parts or all of the townships of Wapsie, Goshen, and Pike in Muscatine County, Iowa; townships of Iowa and Springdale in Cedar County, Iowa and Lincoln township in Johnson County, Iowa; and the municipal corporations of Atalissa, and Nichols. The Ambulance District as previously stated is a duly organized ambulance district under the laws of the State of Iowa, hereinafter called the Ambulance District.

WITNESSETH,

WHEREAS, the City and the Ambulance District jointly own ambulance equipment and,

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

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

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

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

1. That any equipment may be used at the discretion of the Fire Department for ambulance service both within the City and in the Ambulance District. Responsibility for maintenance of the equipment shall be given to the Fire Department, except that the expenditure of \$5,000.00 or more for any item shall require approval of the City and the Ambulance District. Said equipment shall be stored in the Fire Station in West Liberty, Iowa.
2. That the Fire Department using equipment owned by the City and the Ambulance District shall furnish ambulance services including personnel for answering all calls for medical emergencies occurring within the City, the Ambulance District, or as requested by law enforcement agencies.
3. The City shall pay all operating and maintenance expenses including the cost of all insurance necessary for furnishing ambulance services both to the City and the Ambulance District. The operating and maintenance expenses shall be divided

equally between the City and the Ambulance District. The City shall be responsible for the preparation of monthly statements specifying all expenses incurred in the operation for ambulance services for the proceeding calendar month and shall forward a copy of said statement to the Ambulance District treasurer by the 10th day of the following month. Upon the receipt of said statement, the Ambulance District treasurer shall remit promptly to the City their allocation of said expenses. In exception to the above, the public utilities for the Fire Station shall be provided by the City at no expense to the Ambulance District.

4. FINANCIAL PROVISIONS, Funds owed the Ambulance District will be determined at the annual meeting by representatives of the trustees of the Townships and of the cities of Nichols and Atalissa.

Representatives at the meeting will decide by majority vote the amount each Township or City shall pay. The amount owed by the Townships will be determined based upon property evaluations from the previous year. The amount owed by the cities of Atalissa and Nichols will be determined by the population as established from the most recent census.

5. The City shall establish an interest bearing fund for the accumulation of monies for the purchase and/or replacement of capital equipment necessary for the operation of the ambulance service. Such monies may be expended only upon the mutual agreement of both the City and the Ambulance District. If the monies generated by this fund are not sufficient to cover the cost of replacement equipment, the City and the Ambulance District will each be responsible for 50% of the additional cost.
6. The fees for basic life support for persons residing within the Ambulance District, or within the City, shall be \$175.00 plus \$5.00 per loaded mile to the designated hospital, and basic life support for persons residing outside of the Ambulance District shall be \$250.00 plus \$5.00 per loaded mile to the designated hospital. The fees for advanced life support for persons residing within the Ambulance District, or within the City, shall be \$250.00 plus \$5.00 per loaded mile plus medication to the designated hospital, and for persons residing outside of the Ambulance District shall be \$325.00 plus \$5.00 per loaded mile plus medication to the designated hospital. Such fees are designed to cover the costs of the service, and may be changed from time to time by mutual agreement of the City and the Ambulance District.

The fees will be billed and collected by the City, and the proceeds shall be distributed as follows: \$50.00 per run to be paid to the Fire Department, \$15.00 to be retained by the City to cover billing and collection costs, \$35.00 to go to the operating supply fund, and the remainder going to the ambulance replacement fund (as defined in paragraph #5).

7. That there shall be semi-annual meetings of the City and the Ambulance District in November and June of each fiscal year, for the purpose of preparing budgets, reviewing revenues and expenditures, and overseeing the operation of the service.

will replace any existing agreements.

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

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The terms of this agreement shall be reviewed at these meetings, and changes shall be recommended if found to be necessary.

8. **INSURANCE COVERAGE**, The City shall provide and maintain the following insurance coverage from companies and agents properly licensed and authorized to do business by the State of Iowa.
 - a. **Public Liability:** Including coverage for direct operations, independent contractors, contractual liability and completed operations, with limits not less than:
 1. **Bodily Injury Liability-** \$1,000,000.00 each person
\$1,000,000.00 each occurrence
 2. **Property Damage Liability-** \$1,000,000.00 each person
\$1,000,000.00 each occurrence
 - b. **Workers' Compensation:** Including employers' liability in accordance with the Workers' Compensation Laws of the State of Iowa.
 - c. **Malpractice/Errors & Omissions;** Coverage for all fire fighters and officers for errors and omissions in the performance of duties with a maximum limit of no less than \$ 5,000,000.00
9. This agreement shall be effective from the date of signing to July 1, 2002, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date, in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.

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

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

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Dated at West Liberty, Iowa, this 6th day of June, 2002.

City of West Liberty, Iowa

BY: William M. Phelps
William Phelps, Mayor
ATTEST

BY: Lon Pluckhahn
Lon Pluckhahn, City Manager

West Liberty Fire Department

BY: Curt Newcomb
Curt Newcomb, Fire Chief
ATTEST

BY: David Shield
David Shield, Secretary-Treasurer

West liberty Rural Community Ambulance District

BY: William Newton
William Newton, President
ATTEST

BY: Logan Steen
Logan Steen, Secretary-Treasurer

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WAPSIE TOWNSHIP
MUSCATINE COUNTY, IOWA

BY: Don Danfelle
Township Trustee

BY: Paul Brown
Township Trustee

BY: Steve P Brown
Township Trustee

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GOSHEN TOWNSHIP
MUSCATINE COUNTY, IOWA

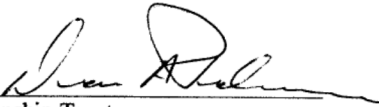
BY: Melvin Hyke
Township Trustee


BY: Richard Brand
Township Trustee

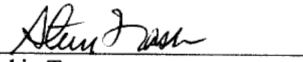
BY: Logan Stein
Township Trustee

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IOWA TOWNSHIP
CEDAR COUNTY, IOWA

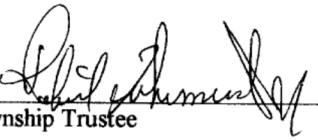
BY: 
Township Trustee

BY: 
Township Trustee

BY: 
Township Trustee

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PIKE TOWNSHIP
MUSCATINE COUNTY, IOWA

BY: 
Township Trustee

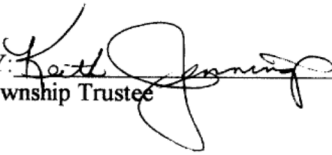
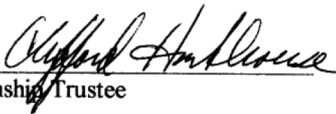
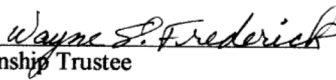
BY: Mark F Elder
Township Trustee

BY: William D Neaton
Township Trustee

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LINCOLN TOWNSHIP
JOHNSON COUNTY, IOWABY: Morris L. Hotz
Township TrusteeBY: Julma A. Wiese
Township TrusteeBY: Amie Rockafellow
Township Trustee

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SPRINGDALE TOWNSHIP
CEDAR COUNTY, IOWABY: 
Township TrusteeBY: 
Township TrusteeBY: 
Township Trustee

04475-11

CITY OF NICHOLS
MUSCATINE COUNTY, IOWA

BY: Sonya Wilson
MAYOR

BY: Carie Gansen Han
CLERK

04475-12

CITY OF ATALISSA
MUSCATINE COUNTY, IOWA

BY: Robert Keurme
MAYOR - Pro Tem

BY: Connie Black
CLERK