

Iowa Secretary of State
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FILED

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28E Agreement

	Full Legal Name	Organization Type	County
Party 1	City of West Liberty, Iowa	City	Muscatine
Party 2	Rural Ambulance Board	Other	Muscatine

Participants

0 - Unknown Service Type

Service Type

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

Purpose

12/31/2014

Duration

[2011-West-Liberty-and-Rural-Ambulance-Board-28E.pdf](#)

Upload Scanned Agreement

Contact Person: (Optional)

Contact First Name

Contact Last Name

Job Title

Department

Email Address 1

Phone

AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of West Liberty and the Rural Ambulance Board, pursuant to the provisions of Chapter 28E, Iowa Code (2011), as amended. The purpose of this Agreement is to provide ambulance service between the above-referenced parties and, upon request, jointly exercise ambulance service within each party's respective jurisdiction.

WHEREAS, the City of West Liberty, Iowa, desires to provide reliable ambulance service for its citizens; and

WHEREAS, the Rural Ambulance Board desires to provide the City and areas outside the corporate city limits of West Liberty with reliable ambulance services.

NOW, THEREFORE, it is hereby agreed that in consideration of the mutual advantages, covenants and benefits to each of the parties under this Agreement, that the City and the Rural Ambulance Board agree as follows:

1. This Agreement is for the sole purpose of providing ambulance service to the citizens of the City of West Liberty, Iowa, and to the rural residents serviced by the Rural Ambulance Board.
2. The cooperative undertaking resulting from this Agreement will not create any new or separate legal entity or administrative entity.
3. Financing of the ambulance service will be achieved with a combination of funding from the City of West Liberty, the Ambulance Reserve Fund and the Rural Ambulance Board, as determined annually by the respective entities.
4. The administration of this Agreement will be performed by a Board known as the West Liberty Ambulance Board, which will consist of eight (8) members. The City will appoint three (3) fire officers and two (2) West Liberty City Council members to the Ambulance Board. The Rural Ambulance Board will appoint two (2) rural Board members to the Ambulance Board. The City and the Rural Ambulance Board will jointly select one (1) ex officio member to serve on the West Liberty Ambulance Board. The ex officio member will not be a voting member, but shall serve

in an advisory capacity. No member of the West Liberty Ambulance Board will be compensated for service to the Board.

5. The West Liberty Ambulance Board shall have the following responsibilities:

A. Develop the overall policies and procedures for the West Liberty Ambulance Service;

B. Develop an annual budget for West Liberty Ambulance Service;

C. Submit an annual audit to the City of West Liberty and the Rural Ambulance Board;

D. Hire and supervise an administrator for the West Liberty Ambulance Service;

E. Meet on a quarterly basis. Additional meetings may be called at the request of a majority of the West Liberty Ambulance Board members.

F. Enter into an Agreement with West Liberty Fire Department to house two (2) ambulances, a meeting room, a training room and an office.

6. The parties will provide a minimum of two (2) ambulances stationed within the city limits of the City of West Liberty. The ambulances shall be equipped and meet the minimum level of service as needed to fulfill the terms of this Agreement.

7. The ambulances shall be maintained by the Ambulance Service in accordance with applicable federal, state and local laws. The ambulances shall be maintained in good mechanical condition and cleanliness at all times.

8. It is agreed that either party may, if it so chooses, periodically inspect the ambulances for the purpose of determining if they are properly equipped to meet the

level of service prescribed by this Agreement and that they are in reasonable mechanical operating condition.

9. The Ambulance Service shall provide prompt ambulance service during the period covered by this Agreement and shall staff the ambulances with an adequate number of personnel qualified to perform the services to be rendered.

10. Payment for the Ambulance Service as described herein shall be paid by the entity receiving the service or services described herein.

11. The West Liberty Ambulance shall keep records with regard to all calls received, the time of the call, the time that the ambulance arrives at the scene, the time the ambulance departs the scene for the hospital, the time of the arrival at the hospital and the time the ambulance is back in service.

12. The City of West Liberty shall complete records of all sources of income, expenses, accounts receivable and accounts payable and said records shall be available to the appropriate officials of the City for inspection at the offices of the Ambulance Service. Appropriate officials include the Mayor, the Safety Committee of the West Liberty City Council, the City Attorney, the City Administrator and the City's designated accounting firm.

13. The City of West Liberty shall maintain proper workers' compensation insurance as to any employed or voluntary personnel operating or participating in the Ambulance Service. The City of West Liberty also agrees to maintain vehicle liability and property damage insurance for all of its ambulances and any backup ambulance units used to perform ambulance services. The City of West Liberty shall also maintain general liability insurance and professional liability insurance in an amount no less than \$2,000,000.00 per occurrence covering the operation of the Ambulance Service and its personnel.

14. The West Liberty Ambulance Board does hereby indemnify and hold harmless the City of West Liberty, its Mayor and Council members, officers, employees, agents and representatives from any and all claims and liabilities of any type or nature whatsoever for damages to, loss of or the destruction of any property of any person or persons, which may now or hereinafter arise out of or result from the operation of the

above-referenced ambulance services, and the providing of said services incident to or pursuant to this Agreement.

15. Proof of insurance shall be provided to the City of West Liberty and the Rural Ambulance Board setting forth the insurance as referenced above.

16. The West Liberty Ambulance Board may enter into mutual aid agreements or contracts with other ambulance services and jurisdictions if deemed proper. Dispatching of ambulance service shall be done through Muscatine County Joint Communications Commission (MUSCOM).

17. The ambulance services shall be charged as set forth in the rate and fee schedule attached hereto as Exhibit "A" and made a part of this Agreement by this reference.

18. The West Liberty Ambulance Board may amend this Agreement upon affirmative vote by two-thirds (2/3) of the entire Board.

19. This Agreement will run from the date of execution for thirty-six (36) consecutive months. If either party wishes this Agreement to continue, notice will be provided no less than one hundred twenty (120) days prior to the expiration of the Agreement.

CITY OF WEST LIBERTY, IOWA

By: 

Chad W. Thomas, Mayor

Attest: 

Chris Ward, City Manager

RURAL AMBULANCE BOARD

By: 

Robert Hartman, President

By: 

Thomas Probst, Secretary