

MICHAEL A. MAURO
SECRETARY OF STATE



LUCAS BUILDING, 1ST FLOOR
DES MOINES, IA 50319

OFFICE OF THE IOWA SECRETARY OF STATE

October 23, 2007

TRICIA L. MAIERS
CITY OF DYERSVILLE
340 1ST AVE EAST
DYERSVILLE, IA 52040

RE: Filing of 28E Agreement between the CITY OF DYERSVILLE and the
CITIES OF NEW VIENNA, WORTHINGTON

Dear MS MAIERS:

We have received the above described agreement which you have submitted to this office for filing, pursuant to the provisions of Chapter 28E, Code of Iowa. You may consider the same filed as of October 23, 2007.

For future reference, 28E agreements can now be filed and searched online by going to my website at www.sos.state.ia.us.

Sincerely,

A handwritten signature in black ink that reads "Michael A. Mauro".

Michael A. Mauro
Secretary of State

MAM/pm
Enclosures

Oct 23 10:00 AM '07

RESOLUTION NO. 33-07

Approving 28E Agreement for Ambulance Service Between the Cities of Dyersville, New Vienna and Worthington.

WHEREAS, the cities of Dyersville, New Vienna and Worthington have concluded that centralized ambulance transport service to their respective cities is essential to the health and well-being of their citizens; and,

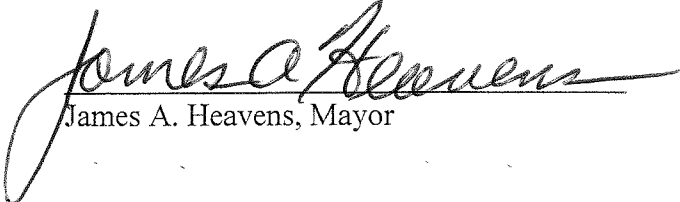
WHEREAS, said cities deem it to be in their best financial and economic interests that said services be provided to the cities for the safety and welfare of their citizens and inhabitants; and,

NOW, THEREFORE, It Is Resolved by the City Council of the City of Dyersville, Iowa, as follows:

Section 1. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advise of legal counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this 20th day of August, 2007.


James A. Heavens, Mayor

Attest:


Tricia L. Maiers, City Clerk

RESOLUTION NO. 12-07

Approving 28E Agreement for Ambulance Service Between the Cities of Dyersville, New Vienna and Worthington.

WHEREAS, the cities of Dyersville, New Vienna and Worthington have concluded that centralized ambulance transport service to their respective cities is essential to the health and well-being of their citizens; and,


WHEREAS, said cities deem it to be in their best financial and economic interests that said services be provided to the cities for the safety and welfare of their citizens and inhabitants; and,

NOW, THEREFORE, It Is Resolved by the City Council of the City of New Vienna, Iowa, as follows:

Section 1. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advise of legal counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this 4th day of September, 2007.



Ronald C. Boeckenstedt, Mayor

Attest:



Jane F. Niehaus, City Clerk

RESOLUTION #10-07

**A RESOLUTION APPROVING 28E AGREEMENT FOR
AMBULANCE SERVICE BETWEEN THE CITIES OF
DYERSVILLE, NEW VIENNA AND WORTHINGTON**

WHEREAS, the cities of Dyersville, New Vienna and Worthington have concluded that centralized ambulance transport service to their respective cities is essential to the health and well-being of their citizens; and,


WHEREAS, said cities deem it to be in their best financial and economic interests that said services be provided to the cities for the safety and welfare of their citizens and inhabitants; and,

NOW, THEREFORE, It Is Resolved by the City Council of the City of Worthington, Iowa, as follows:

Section 1. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to the City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advise of legal counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 2. All resolution or parts thereof in conflict herewith are hereby repealed.

PASSED AND APPROVED this 1st day of October, 2007.



Paul Engler, Mayor

ATTEST:



Mary Habel, CMC, City Clerk/Treasurer

Prepared by: Marc W. Casey, PO Box 274, Dyersville, IA 52040

Return to: Marc W. Casey, PO Box 274, Dyersville, IA 52040

28E AGREEMENT AND AGREEMENT FOR AMBULANCE SERVICE BETWEEN
THE CITIES OF DYERSVILLE, NEW VIENNA AND WORTHINGTON

AGREEMENT

This Agreement is entered into in accordance with and under the provisions of Chapter 28E of the Code of Iowa (2007) on this 20th day of AUGUST 2007 and shall be effective as of January 1, 2008, between the cities of Dyersville, New Vienna and Worthington and such other parties as may join hereto by amendment of this Agreement, pertaining to the provision of ambulance service.

WITNESS:

WHEREAS, the parties have concluded that centralized ambulance transport service to their respective cities is essential to the health and well-being of their citizens.

WHEREAS, said cities deem it to be in their best financial and economic interests that said services be provided to the cities for the safety and welfare of their citizens and inhabitants.

IT IS THEREFORE, AGREED AS FOLLOWS:

1. **ENTITY ESTABLISHED:** An intergovernmental entity is hereby established to be

known as "Bi-County Ambulance" (the "Association").

2. **PURPOSE:** The purpose of this Agreement is to provide ambulance transport services for the cities of Dyersville, New Vienna and Worthington, with said services to be provided by the Association.

3. **DURATION OF AGREEMENT:** This Agreement shall be effective on January 1, 2008 and shall continue until any of the parties provides written notice of cancellation. The canceling party must provide written notice to the other parties that the contract will be terminated six (6) months from receipt of said notice. The six (6) months cancellation notice shall be sent by certified mail to the City Clerk of each municipality remaining parties to the Agreement.

4. **DUTIES OF THE ASSOCIATION.** The Association shall, in accordance with the terms and provisions of this Agreement, provide ambulance transport services. Such duties shall include, but not limited to, providing equipment and manpower for providing ambulance transport services and responding to calls and needs in providing of said services in areas covered by this Agreement.

The parties agree that operation of the program will be directed toward full conformity with any and all rules and regulations established by federal, state, local authorities and the Iowa EMS Council.

5. **ASSET TRANSFER:** The parties agree that Bi-County Ambulance, Inc., shall be dissolved and the assets of said corporation transferred to the Association.

6. **INSURANCE:** During the term of this Agreement, the Association shall purchase and maintain the following insurance in companies properly licensed and satisfactory to the cities of Dyersville, New Vienna and Worthington, and also file such insurance contracts with said cities naming them as additional insured:

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 occurrence
\$ 1,000,000.00 aggregate

3. Errors and Omissions- Coverage for all volunteers/employees/officers of Department for errors and omissions in the performance of duties with a maximum limit of no less than \$1,000,000.00 with the exception of deliberate

or willful acts.

B. Workers' Compensation: Including employers' liability in accordance with the Workers' Compensation Laws of the State of Iowa.

7. **CONTROL BY ASSOCIATION:** All equipment and manpower utilized by Association for ambulance services agreed to herein shall at all times be under the direction and control of the Board of Directors of the Association or such person or persons designated by the Board of Directors.

8. **FINANCIAL PROVISIONS:** That the Board of Directors of the Association, shall set and establish a budget annually for services rendered to the cities of Dyersville, New Vienna and Worthington. Furthermore, the Association shall make a conditions report to the cities of Dyersville, New Vienna and Worthington no later than 30th day of January of each year.

Each city shall contribute its per capita share to use and maintain the ambulance service by the three (3) cities of Dyersville, New Vienna and Worthington whose respective representatives will determine the per capita share. Payment in accordance with the foregoing formula shall be in one installment, the payment being due on or before the 1st day of August of each year of the Agreement.

9. **TERMS OF AGREEMENT:** The parties understand and agree that this is an Agreement for services. Upon termination by all parties, all property real or personal, acquired or held during the term of this Agreement, shall be distributed to the parties on a per capita basis based upon the most recent census figures. However, if one of the parties decides to cancel this Agreement, pursuant to Section 3, the canceling party shall relinquish control of all property real or personal, acquired or held during the term of this Agreement.

The parties agree that this Agreement is the complete agreement of the parties and nothing further may be utilized to explain, contradict or nullify the Agreement. The parties further agree that this document is six (6) pages, including the attachments and the notary sheet and encompasses eleven (11) numbered sections. Each party has had ample opportunity to seek independent advice with regard to its terms. If there are to be changes to this agreement, they shall be done in writing and signed by all parties.

The parties also agree that any previously executed 28E Agreement for ambulance service with Bi-County Ambulance, Inc., shall become null and void upon effective date of this agreement.

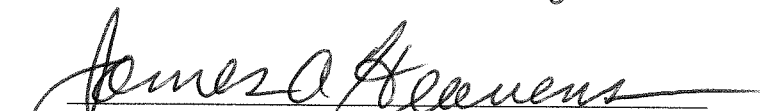
If any part or portion of this instrument shall be invalid or unenforceable under the applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of the instrument.


10. **BOARD OF DIRECTORS:** There shall be a Board of Directors for the Association comprised of at least one (1) representative for each of the following communities: Dyersville, New Vienna and Worthington. The Mayor or the Mayor's designate shall serve on this Board for three (3) year staggered terms with the terms to begin on the 1st day of January of each year. The initial terms of the Board shall be staggered as follows: Dyersville shall be three (3) years; New Vienna, two (2) years; and Worthington, one (1) year. Each City Council of their respective city reserves the right to approve or remove its designate by simple majority vote.


The Board shall be in charge of administrative and managerial functions of the Association. In addition, two active members of the ambulance squad will be elected by the active membership of the squad. Elected members shall be non-administrative and active. Furthermore, elected member's terms shall be for a period of two (2) years with the terms to begin on the 1st day of January of each year. The elected member's terms shall be staggered with the initial term of two years for the highest vote recipient and one year for the next highest vote total.

11. **RECORDING:** This Agreement made and entered into as shown herein shall be filed with the Secretary of the State of Iowa, and the Dubuque County Recorder in accordance with Chapter 28E of the Code of Iowa, as amended and this Agreement shall be binding on the parties their successors and assigns.

DATED this 20th day of August, 2007.

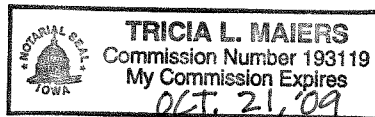

James Heavens, Mayor of Dyersville, Iowa


Ronald Boeckenstedt, Mayor of New Vienna, Iowa


Paul Engler, Mayor of Worthington, Iowa

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 20th day of August, 2007, before me, the undersigned, a Notary Public, in and for said County and said State, personally appeared JAMES A. HEAVENS known to me and who, being duly sworn, did state that he is an official for the City of Dyersville, Iowa, Dubuque County, Iowa; that said instrument was signed on behalf of said City by the Authority of the City Council, and that said _____, is such an official, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.



Tricia L. Maiers
Notary Public, State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 4th day of September, 2007, before me, the undersigned, a Notary Public, in and for said County and said State, personally appeared Ron Boeckhstedt known to me and who, being duly sworn, did state that he is an official for the City of New Vienna, Iowa, Dubuque County, Iowa; that said instrument was signed on behalf of said City by the Authority of the City Council, and that said Ron Boeckhstedt, is such an official, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.



Jane Niehaus
Notary Public, State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 1st day of October, 2007, before me, the undersigned, a Notary Public, in and for said County and said State, personally appeared Paul Engler known to me and who, being duly sworn, did state that he is an official for the City of Worthington, Iowa, Dubuque County, Iowa; that said instrument was signed on behalf of said

Dity by the Authority of the City Council, and that said Paul Engler, is such an official, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.



Mary Habel
Notary Public, State of Iowa