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28E 28E AGREEMENT
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Shirley Troyna, Recorder, Chickasaw County Iowa



AMENDED AND RECAST INTERGOVERNMENTAL AGREEMENT FOR AMBULANCE SERVICES IN CHICKASAW COUNTY, FORMED UNDER IOWA CODE CHAPTER 28E

Chickasaw County Board of Supervisors

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Grantors: **Grantees:**

Parcel Identification Number:

Legal Description:

**AMENDED AND RECAST INTERGOVERNMENTAL AGREEMENT FOR
AMBULANCE SERVICES IN CHICKASAW COUNTY, FORMED UNDER IOWA
CODE CHAPTER 28E**

WHEREAS, Chickasaw County and the cities of Alta Vista, Bassett, Fredericksburg, Ionia, Lawler, Nashua, New Hampton and North Washington entered into an "Intergovernmental Agreement" on January 16, 1989 for the purpose of providing ambulance services throughout Chickasaw County to all County and City residents within the County; and

WHEREAS, the foregoing "Intergovernmental Agreement" created a separate legal entity, perpetual in duration, known as the Chickasaw County Ambulance Council (hereafter Ambulance Council) to be that representative Agency on behalf of the County and member Cities in respect to the matters regarding provisions of ambulance services within and for the benefit of residents living in the cities and unincorporated areas of Chickasaw County; and

WHEREAS, recent developments concerning the costs of providing ambulance services and legislation affecting the provisions of such services dictate that the "Intergovernmental Agreement" of January 16, 1989 be amended and recast to comport with such changes.

NOW, THEREFORE, Chickasaw County and the cities within it, namely Alta Vista, Bassett, Fredericksburg, Ionia, Lawler, Nashua, New Hampton and North Washington, agree as follows:

1. Pursuant to Section 8 of the "Intergovernmental Agreement" of January 16, 1989, that is hereby amended, modified and recast as the "Amended and Recast Intergovernmental Agreement for Ambulance Services in Chickasaw County, Formed Under Iowa Code Chapter 28E" (hereafter Agreement), this Agreement shall negate, nullify, repeal and supersede all provisions of the former 1989 agreement.

2. Pursuant to Iowa Code Sections 28E.1 and 28E.32(2) (2019) the purpose of this Agreement is to enable the provision of ambulance services within Chickasaw County to citizens and residents of the City and County members to this Agreement, by which such services may be consolidated in financing, coordination and cost-savings to all governments and taxpayers within the County.

3. Pursuant to Iowa Code Sections 28E.5 and 28E.32(2), the services to be provided under this Agreement are to be the provision of ambulance services, sometimes called emergency medical services, whereby those within Chickasaw County may seek emergency medical care attention and service, or ambulance transport, from home, work or accident within the County to the nearest hospital, medical center or specialized treatment facility for emergent medical care as the circumstances attending the situation dictate to first responding medical authorities.

4. Pursuant to Iowa Code Sections 28E.3 and 28E.32, the County and City members to this Agreement are all possessed of County or City Home Rule Constitutional powers, with statutory powers to provide for the health, safety and welfare of their respective residents and citizens, and the County and City members have the power to tax their respective residents, citizens and property owners to fund the ambulance services that are the subject of this Agreement. To that end, this Agreement is created to share amongst its members those similar constitutional and statutory authorizations to provide for such ambulance services in common and the parallel respective statutory powers to budget for and fund such services.

Because no City member or the County has its own municipal or governmental ambulance service and such services have been in the past and are at present being provided under independent contracts, there is no single municipality which provides such services which is empowered with full and final authority to alter or reject any annual budget addressing the anticipated costs of such services, under Iowa Code Section 28E.32(3).

5. Pursuant to Iowa Code Sections 28E.5(1, 5) and 28E.32(2), the duration of this Agreement shall be perpetual, until terminated as provided herein or as provided by law or as amended by the parties to this Agreement.

6. Pursuant to Iowa Code Sections 28E.5(4) and 28E.11, the manner of financing this joint and cooperative undertaking shall be through the combined property tax and other revenues which the County and City members are authorized to levy and collect in sufficient amounts to support and maintain the ambulance services required to be provided under this Agreement, whether through contracts with independent service providers or by the creation of an ambulance service owned and operated jointly by all members to this Agreement. Financing of this Agreement may also be sought from any state or federal funding sources or through gifts and donations. The financing of this Agreement shall occur as follows:

- A. Due to the population differences between each of the member cities and of the differences in total population of all cities compared to the rural population of Chickasaw County residents living outside the boundaries of such cities, the amount of property taxes to be assessed and taxed on real properties within the member cities shall be 60 percent of the total budgeted revenues required for ambulance services for each fiscal year. Similarly, the amount of property taxes to be assessed and taxed on real properties of rural Chickasaw County property owners shall be 40 percent of the total budgeted revenues required for ambulance services for each fiscal year. Each Party agrees and covenants that it shall submit to vote of its city council and board members that amount determined as proportionately necessary pursuant to paragraph (6)(B), by the annual budget approved Ambulance Council, to be assessed and levied as real property taxes for the continuing annual operation of ambulance services in Chickasaw

County. The amounts so collected from each member to this Agreement shall be remitted to the Auditor for deposit in the Ambulance Fund, #0031. A breach of this Agreement by any member to assess and collect that amount budgeted and apportioned to it shall be subject to an action in specific performance brought by any other member to enforce the payment covenanted under this subparagraph and for the attorneys' fees and costs made necessary by suit.

- B. For the fair apportionment of the total revenues to be produced by the members cities representing 60 percent of the total budgeted revenues required for such services for each fiscal year, each City member shall be obligated to raise only that amount which its population, under the latest United States Census, bears to the total population of all City members signatory to this Agreement. The Ambulance Council shall confirm the City members' respective apportionment under this paragraph at its first meeting following publication of the latest census.
- C. The Ambulance Council, created under this Agreement, may provide as a credit towards the annual tax amount to be assessed and raised by any member, under Iowa Code Section 28E.11, for the agreed fair market value of any material contribution of any member government for the operation of ambulance services contemplated by this Agreement, such as heated space required for the garage of vehicles.

7. Pursuant to Iowa Code Section 28E.6, this Agreement does not establish a separate legal entity to conduct the joint and cooperative undertaking addressed in this Agreement, unless and until an ambulance service is acquired and operated by the member governments to this Agreement.

- A. There is created a joint board, with nine (9) members, known as the Ambulance Council, with the County and each City within the County each having one representative on the Ambulance Council. The Ambulance Council will have five (5) voting members appointed as follows, each of whom shall serve as representative of the appointing government(s):
 - (i) one voting member appointed by the County;
 - (ii) one voting member appointed by New Hampton;

- (iii) one voting member appointed jointly by Fredericksburg and Nashua, which cities will alternate making the appointment annually beginning with Fredericksburg, then Nashua, and so on;
- (iv) one voting member appointed jointly by Alta Vista, Bassett, Ionia, Lawler, and North Washington; and
- (v) one voting member appointed jointly by a majority vote with the County, Alta Vista, Bassett, Fredericksburg, Ionia, Lawler, Nashua, New Hampton and North Washington each casting one vote.

Each member may also appoint an alternate to serve in the absence of any appointee. Each Ambulance Council member shall be reappointed annually by that legislative body making the initial appointment and any vacancy shall be filled by the same appointing body.

- B. The Ambulance Council shall appoint a Chairperson at its first meeting of each new calendar year. The Ambulance Council shall meet at least 4 times per year and more often if necessary to carry out its business and the Chair may call a special meeting upon at least 2 days' prior notice. Notice of the agenda shall, under Iowa Code Section 28E.6(3)(a), shall be posted in accordance with the requirements of the Open Meetings Act. The minutes of each meeting shall be published in a newspaper of general circulation in Chickasaw County within 20 days following its adjournment. Iowa Code Section 28E.6(3)(a). A majority in number of the five voting members of the Ambulance Council shall constitute a quorum and a majority of the voting members present constituting the quorum shall determine each matter requiring the Ambulance Council's decision.
- C. The Ambulance Council is required to create an annual budget minimally adequate for continuing annual operation of ambulance services in Chickasaw County which budgeted amounts shall cover the charges and costs of such services provided by independent contractors; and the estimated additional amounts of the Ambulance Council to contract and pay for any private firm, consultants or other experts as necessary. This budget shall be submitted to the County Auditor within the times for budget submission; and to each of the members to this Agreement.

- D. The Ambulance Council shall endeavor to examine the ways and means for independently contracted ambulance services to discharge their duties more efficiently and at lesser costs to all member governments under this Agreement. Upon majority vote of the Ambulance Council, it shall recommend that any ambulance service contractor under contract with or through the Ambulance Council be audited under the provisions of Iowa Code Section 331.402(2)(a).

8. Upon a perceived or actual failure to comply with any of the terms of this Agreement by any of the City or County members to this Agreement, a member shall notify the member alleged to be in breach of the violation in writing, and the party alleged to be in breach shall have ten (10) business days from the receipt of notice to cure the breach without penalty. In the event the alleged breach is not timely cured or alleged not to be cured, the noticing party shall demand in writing that the dispute be mediated. All City or County members agree to participate in good faith in a mediation of any dispute, but the Ambulance Council may excuse one or more members from the mediation if a member's participation is unnecessary. If the mediation does not result in a resolution of the dispute within thirty (30) days of the noticing party's written demand, which timeframe may be extended with the consent of the noticing party, the noticing party may take action as necessary to enforce this Agreement. Nothing in this paragraph precludes a member from filing an emergency action to protect its right or the rights of its constituents. Any action for breach of this Agreement or to enforce any terms thereof or otherwise related to this Agreement shall be venued in the Iowa District Court.

- 9. This Agreement may be terminated as follows:

- A. By the occurrence of any event that would result in the annual budget approved by Ambulance Council to exceed the budget ceiling as defined herein. The budget ceiling for the first fiscal year under this Agreement shall be \$250,000. The budget ceiling in successive fiscal years shall be derived by determining the budget ceiling for the prior fiscal year and increasing that amount by five percent, with the budget ceiling amount increasing year-to-year until this Agreement is terminated. Accordingly, the budget ceiling in the first fiscal year shall be \$250,000, in the second fiscal year it shall be \$262,500, in the third fiscal year it shall be \$288,750, and so on; or
- B. Any City or County member to this Agreement may terminate that government's membership in the Ambulance Council, and its participation under this Agreement for all purposes, by providing the Ambulance Council with a notice of intention to terminate supported by that member government's motion or resolution authorizing termination, not less than one hundred eighty (180) days before the date of the next fiscal year beginning July 1. Such notice shall be served upon the Chairperson of the

Ambulance Council in the same manner as provided for the service of Original Notice in the Iowa Rules of Civil Procedure with copies thereof provided to the Mayor of every other City and Chair of the Board of Supervisors. In the event of such termination, such terminating member relinquishes the right, title and interest in and to any property owned by the Ambulance Council, real or personal, and to the provision of ambulance services by or through the Ambulance Council on the July 1 date of that member's termination.

10. In executing this Agreement, each of the undersigned acknowledges that he, she, or it has read the entire agreement, has consulted with counsel or had the opportunity to consult with counsel of his, her, or its choice, and understands that the terms hereof are contractually binding and not a mere recital, and agrees that such party is not relying on any statement or representation made by any party or any attorneys, agents, servants, or employees of any party concerning any matter.

IN WITNESS WHEREOF OF THIS 28E AGREEMENT, ACCEPTED BY THE PARTIES THIS 20th DAY OF January, 2021:

CITY OF ALTA VISTA:

Francis Burke Francis Burke 1/19/2021
Print Name Signature Date

ATTEST:

Jarrett Holtbaus Jarrett Holtbaus 1/19/2021
Print Name Signature Date

CITY OF BASSETT:

James C. Ashley James C. Ashley 1-19-2021
Print Name Signature Date

ATTEST:

Stephanie Mashek Stephanie Mashek 01-19-2021
Print Name Signature Date

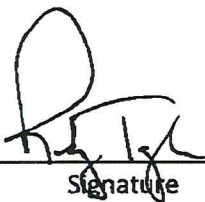
CITY OF FREDERICKSBURG:

<u>James Mitchell</u>	<u></u>	<u>1-20-2021</u>
Print Name	Signature	Date

ATTEST:

<u>Jeff Bernatz</u>	<u></u>	<u>1-20-21</u>
Print Name	Signature	Date


CITY OF IONIA:

<u>Randy Taylor</u>	<u></u>	<u>1-20-2021</u>
Print Name	Signature	Date

ATTEST:

<u>Jeff Bernatz</u>	<u></u>	<u>1-20-21</u>
Print Name	Signature	Date

CITY OF LAWLER:

<u>MARK MUEBERTHES</u>	<u></u>	<u>1-20-2021</u>
Print Name	Signature	Date

ATTEST:

<u>Jeff Bernatz</u>	<u></u>	<u>1-20-21</u>
Print Name	Signature	Date

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CITY OF NASHUA:

<u>CLINTON BETSINGER</u>	<u>Clinton Betsinger</u>	<u>1-20-21</u>
Print Name	Signature	Date

ATTEST:

<u>Sohn Ott</u>	<u>[Signature]</u>	<u>1-20-2021</u>
Print Name	Signature	Date

CITY OF NEW HAMPTON:

<u>Bobby Schwickerath</u>	<u>[Signature]</u>	<u>1-20-2021</u>
Print Name	Signature	Date

ATTEST:

<u>Jeff Berndt</u>	<u>[Signature]</u>	<u>1-20-21</u>
Print Name	Signature	Date

CITY OF NORTH WASHINGTON:

<u>David J Geertz</u>	<u>David J Geertz</u>	<u>1-20-21</u>
Print Name	Signature	Date

ATTEST:

<u>Jeff Berndt</u>	<u>[Signature]</u>	<u>1-20-21</u>
Print Name	Signature	Date

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CHICKASAW COUNTY:

Rick Holthaus Rick Holthaus 1-19-2021
Print Name Signature Date

ATTEST:

Stephanie Mastek Stephanie Mastek 01-19-2021
Print Name Signature Date