

**28E AGREEMENT
FOR
AMBULANCE SERVICES AND FUNDING**

WHEREAS, this Agreement is entered into between the City of Forest City, Iowa (hereinafter referred to as “City”) whose address for the purpose of this Agreement is 305 North Clark Street, Forest City, IA 50436, and Winnebago County, Iowa (hereinafter referred to as “County”) whose address for the purpose of this Agreement is 126 S. Clark Street, Forest City, IA 50436, and The Forest City Ambulance Service (hereinafter referred to as “FCAS”) whose address for the purpose of this Agreement is 105 Highway 69 S., Forest City, IA 50436; and,

WHEREAS, the parties hereto wish to set down in writing their agreement as to the future funding and use of the FCAS; and,

NOW, THEREFORE, BE IT RESOLVED that this 28E Agreement is hereby approved as to form and content.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Chairperson of the Board of Supervisors and County Auditor of Winnebago County, Iowa, and the Mayor and City Clerk of Forest City, Iowa, and the President and the Treasurer of The Forest City Ambulance Service, be and they are hereby authorized and directed to execute said 28E Agreement for and behalf of their respective party.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **PURPOSE.** The parties have joined together for the purpose of providing funding for ambulance services and staffing to the citizens of Winnebago County by entering into an agreement for such funding and use of services as outlined below.
2. **DURATION AND TERMINATION.** Subject to the requirements for filing with the Secretary of State pursuant to Iowa Code §28E.8, this Agreement shall become effective on July 1, 2023, for a period of one (1) year, through June 30, 2024. This Agreement shall renew for one (1) year periods automatically unless written notice is given at least three (3) months prior to the last day of this Agreement or renewals thereof. Further, either party may elect to terminate this Agreement for any reason by written notice provided at least 120 days prior to the effective termination date. In the event of termination for any reason other than a default or breach of contract, the parties shall continue to uphold their respective responsibilities through the effective termination date unless otherwise mutually

agreed upon in writing. Any notice of termination shall be filed with the Secretary of State by the Party effecting said termination within 30 days of the effective date of termination in accordance with Iowa Code §28E.8. In the event of a default or breach of the Agreement by any party, a party shall notify the defaulting party in writing of the alleged default and provide thirty (30) days to cure such default. If the default is not cured within thirty (30) days, the Agreement shall terminate immediately unless otherwise agreed upon in writing.

3. RESPONSIBILITIES OF CITY. The City shall continue to support the EMT and/or paramedic costs for FCAS and remain employer of record. The City shall provide salary and benefit documentation for FCAS paramedics and EMTs to the County on a monthly basis.
4. RESPONSIBILITIES OF COUNTY. The County agrees to provide up to \$478,000.00 annually (County's fiscal year) to the City to assist with funding for FCAS in exchange for the use of FCAS's service. The funds shall be allocated solely towards the payment of EMT and/or paramedic salaries and benefits unless otherwise authorized by Winnebago County. The actual amount of funds provided annually shall be determined by the Winnebago County Board of Supervisors after consideration of a proposed budget from FCAS and/or Forest City.
5. RESPONSIBILITIES OF FCAS. FCAS agrees to provide staff and manage the county funded EMTs and paramedics to the best of staffing availability and maintain two response units and supply advanced life support (advanced EMT or above) auto response to dispatched calls originating within Winnebago County.
6. NOTICE. For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Auditor of Winnebago County, 126 South Clark Street, Forest City, IA 50436, on behalf of Winnebago County, Iowa, and the City Clerk, 305 North Clark Street, Forest City, Iowa 50436, on behalf of Forest City, Iowa, and the Registered Agent, 105 Highway 69 S, Forest City, IA 50436, on behalf of The Forest City Ambulance Service. Notice shall be either personally delivered or sent via certified mail with return receipt requested.
7. NO SEPARATE ENTITY CREATED. By this Agreement, the parties hereto do not create any separate legal or administrative entity. There shall be no administrative board except for the general oversight of the Winnebago County Board of Supervisors, the City Council of Forest City, and the FCAS Board of Directors.
8. REAL AND PERSONAL PROPERTY. All real and personal property used in this undertaking shall be held separately by City, County, and FCAS. Real and personal property shall not be held jointly. City, County, and FCAS may acquire, hold, and dispose

of its real and personal property in any manner in accordance with applicable law without consultation with or permission from the other Party.

9. FINANCING. City, County, and FCAS shall be responsible for the financing of their own responsibilities under this Agreement except to the extent as otherwise provided herein. City, County, and FCAS shall be responsible for their own budgeting in accordance with standard procedures and applicable law.
10. ADMINISTRATOR. The Winnebago County Auditor, or her designee, is designated as the Administrator of this Agreement.
11. REPEAL OF PRIOR AGREEMENTS. Upon its effective date, this Agreement repeals and replaces any prior agreements for the exercise of joint governmental powers for this purpose.
12. THIRD PARTIES. This Agreement does not grant any rights to any party except Forest City, Iowa, Winnebago County, Iowa, and The Forest City Ambulance Service. Nothing herein shall be deemed to create or give rise to any right of action in, or any liability to, any third party.
13. VENUE. The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Forest City, Iowa, in the Iowa District Court in and for Winnebago County, Iowa, provided that jurisdiction is proper in that forum.
14. EXECUTION OF DOCUMENTS. The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.
15. AMENDMENTS. Any amendment or modification of this Agreement shall be in writing and signed by both Parties. Any amendment or modification of this Agreement shall be filed with the Secretary of State within 30 days of the effective date of amendment or modification in accordance with Iowa Code §28E.8.

Approved by the City Council of the City of Forest City, Iowa, and the Board of Supervisors for Winnebago County, Iowa, and The Forest City Ambulance Service, Forest City, Iowa.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set out below.

WINNEBAGO COUNTY, IOWA

CITY OF FOREST CITY, IOWA

By Bill Jensvold
Bill Jensvold, Chairman of Board of Supervisors

Dated 8-22-23

ATTEST:

Karla Weissby Kris Oswald
Karla Weiss, Winnebago County Auditor ^{Deputy Auditor}

Dated 8.22.23

By Ron Holland
Ron Holland, Mayor

Dated Sept. 18 - 2023

ATTEST:

Daisy Huffman
Daisy Huffman, City Clerk

Dated 9/18/2023

THE FOREST CITY AMBULANCE SERVICE

By Jessica Cahoon
Jessica Cahoon, President

Dated 9/12/2023

ATTEST:

Joe Klukow
Joe Klukow, Treasurer

Dated 9/12/23