City of Hopkinton
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Hopkinton, IA 52237

DELAWARE COUNTY IOWA
FILED
2004 NO 16 PM 1:39
BOOK 2004 PAGE 4292
DEBORAH L. FEYTON
DELAWARE CO RECORDER
22.00

Preparer Info: Monticello City Attorney Douglas D. Herman 206 S. Cedar St., Monticello, IA 319.465.2005

28 - E AGREEMENT

COMES NOW the City of Monticello, Iowa and the City of Hopkinton, Iowa, hereinafter referred to as the "Parties", and do hereby agree as follows:

WHEREAS, the City of Hopkinton, Iowa having identified the ability to staff their ambulance as an increasing problem desires to have its' ambulance service taken over and fully operated by the City of Monticello, and

WHEREAS, the City of Monticello, Iowa desires to take over and fully operate the Hopkinton Ambulance Service.

NOW THEREFORE, In consideration of the mutual promises and agreements set forth herein, the "Parties" hereto do hereby agree as follows:

1). **Cessation of Service:** At the final execution and approval of this agreement by the Parties hereto, the Hopkinton Ambulance Service will cease operations and shall thereafter be operated and known as the Monticello Ambulance Service.

2). **Ambulance Operation Area:** From the final execution and approval of this agreement forward The City of Monticello Ambulance Service will operate an ambulance service that serves both the present Monticello and the Hopkinton ambulance operation areas. The Hopkinton operation areas being taken over by the City of Monticello Ambulance Service include the City of Hopkinton as well as all or portions of the North Fork, Cascade, Union, and South Fork townships.

3). **Monticello Ambulance Board:** The City of Monticello agrees to amend its' ordinance in regard to the Monticello Ambulance Board by adding a position on the Board to be held by a person who resides within the present Hopkinton ambulance operation area.

4). **Annual Funding Obligation of City of Hopkinton:** The City of Hopkinton shall provide funding to the City of Monticello for ambulance services during the term of this agreement in the amount of $ 4,176.00 per year. The City of Hopkinton shall pay the City of Monticello said sum by way of two equal installments on or before the 1st day of October and on or before the 1st day of April of each and every year during which this agreement is in effect. The City of Monticello shall be responsible for all budgeting and financing associated with the Monticello Ambulance Service. The City of Hopkinton shall pay the City of Monticello on a prorated basis for the period of time calculated from the month of the effective date through the

month of June 2005. For example, if the agreement becomes effective at some point during the month of October 2004, the City of Hopkinton would be responsible for 9/12 of the annual payment of $4,176.00, or $3,132.00, said first payment to be made on or before April 1, 2005.

5). **Term:** The Initial Term of this Agreement shall be for a period of Two (2) years and approximately 8-9 months, to commence on the final execution and approval of this agreement by the City of Monticello. The intent of the Parties being to have the Term expire and be subject to renewal as set forth subsequently herein at the end of the Parties' fiscal year in June 2007.

6). **Renewal/Termination:** This agreement shall automatically renew for twelve (12) month periods unless either party hereto shall notify the other in writing of their decision to withdraw from this agreement at least sixty (60) days prior to the end of any given term. In the event of termination by either Party, this agreement shall be null and void and of no continuing effect. However, any property transferred to the Monticello Ambulance Service under and/or consistent with this agreement shall remain the sole and absolute property of the City of Monticello/Monticello Ambulance Service.

7). **Hopkinton Volunteers:** The Monticello Ambulance Service agrees to place all of the Hopkinton Ambulance Service's present staff on the Monticello Ambulance Service staff roster as volunteers, at the written request of said volunteers. Said volunteers shall be required to complete all necessary paperwork for the City of Monticello before they will be allowed to operate in the capacity as a Monticello Ambulance Service volunteer.

8). **Equipment Transfer:** All equipment of the Hopkinton Ambulance Service shall at the execution of this agreement be transferred to the Monticello Ambulance Service and shall from that day forward be the sole property of the City of Monticello. The City of Monticello shall, after the transfer of said property, be solely responsible for the maintenance, repair and/or replacement of said equipment, and shall also be responsible for any and/or all insurance on same.

9). **Equipment Upgrade:** Prior to the commencement of this agreement the City of Hopkinton will take all steps necessary to bring the equipment carried in their ambulance unit up to the same level as that carried in the Monticello Ambulance Service units. The required updates or changes to the Hopkinton unit's equipment are set forth within the attached "**Addendum A**".

10). **Garage and Meeting Place:** The City of Hopkinton shall provide a garage to house an ambulance to be stationed within the Hopkinton City Limits. The garage must meet the State of Iowa EMS Bureau's specifications. The City of Hopkinton shall be required to maintain insurance on the premises. The City of Hopkinton shall also furnish a meeting area for the Monticello Ambulance Service at no charge that is able to accommodate a group of at least 75 persons at least on the second Monday of each month from 6:00 p.m. until 10:00 p.m. and at all other times as needed by the Ambulance Service, subject to prior scheduling and commitments of the City of Hopkinton re: the use of said room/facility.

11). Recordation / Filing: The Parties agree that this document will be recorded and/or filed with both the Delaware and Jones County Recorders and the Iowa Secretary of State. The costs associated with recordation and filing will be borne by the City of Hopkinton.

This Agreement having been approved by the respective City Councils of the parties by City of Monticello Resolution # 04-138 **, on the** 1st **day of** November **, 2004 and City of Hopkinton Resolution #** 07-2005 **, on the** 8th **day of** November **, 2004**

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 1st day of November, 2004.

Mayor Thomas W. Yeoman

Attest:

Sally Hinrichsen, City Clerk

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Hopkinton, Iowa to be affixed. Done this 8th day of November, 2004.

Mayor Cathy Harris

Attest:

Diane Nordmann, City Clerk

Addendum "A"

Supplier - ALLIANCE MEDICAL

Item	Quantity	Price	P/N	Reason
Back Board	2	$343.00	3609 White	Color Coded per
Back Board	2	$343.00	3609 Yellow	Unit or stock
Spine Board Straps	12	$123.72	7422	For back boards
Head Immobilizer	4	$470.00	0536	Interchange equip
Folding Stretcher	1	$182.95	0684	A-11 has none
Max/Valve Retrofit	6	$204.12	5241	Make splints same
Adult BP Cuff	2	$ 62.28	7690	Trauma Bag item
Child BP Cuff	2	$ 62.28	7691	Trauma Bag item
Thomas Trauma Bag	1	$429.50	0534	Exchange bag system
Medicine Glucose	1	$74.35	7680	Same Test strips
Alum Clip Board	1	$19.50	2508	Trip sheet storage
Sub Total		$2,314.70		

Supplier - BOUND TREE

Item	Quantity	Price	P/N	Reason
Sternal IV	**2**	**$125.00**	**622270**	**0 stock in A-11**
Sub Total		**$250.00**		

Supplier - RADIO COMMUNICATIONS

Item	Quantity	Price	P/N	Reason
Reprogramming	**1**	**$50.00**		**Unit Radio**
Portables	**3**	**$150.00**		**portables**
Sub Total		**$200.00**		

Projected total equipment and services price $ 2,764.70