

**TRANSPORT AGREEMENT FOR
PERU RESCUE DEPARTMENT**

REC \$ 120.00
AUD \$ _____
R.M.F. \$ _____

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

| | |
|----------|-------------------------------------|
| COMPUTER | <input checked="" type="checkbox"/> |
| RECORDED | <input checked="" type="checkbox"/> |
| COMPARED | <input type="checkbox"/> |

SECTION 1. IDENTITY OF PARTIES

✓ **AMBULANCE SERVICE**
Madison County Ambulance
1008 N. John Wayne Drive
Winterset, Iowa 50273

NON-TRANSPORT SERVICE
Peru Rescue
120 Brown St.
2560 285th Lane
Peru, Iowa 50222

COMMUNICATIONS CENTER
Madison County Sheriff's Office
1012 N. John Wayne Drive
Winterset, Iowa 50273
515-462-3575

SECTION 2. PURPOSE OF THIS AGREEMENT

This Transport agreement between the two service programs is to ensure and provide a planned mechanism for routine patient transportation for patients of the Peru Rescue in the Peru Rescue district and specifies the duties and responsibilities of the agreeing parties to provide this service according to the 641 Iowa Administrative Code 132.1. The parties have entered into this agreement to effectuate these requirements.

SECTION 3. DUTIES AND RESPONSIBILITIES

Madison County Ambulance shall provide transportation for

Peru Rescue twenty-four hours- a- day, seven days-a- week.

Madison County Sheriff's Department shall provide simultaneous dispatch.

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PERU RESCUE DEPARTMENT**

SECTION 4. DURATION OF AGREEMENT. The agreement shall be in effect upon signature of the service programs and communication center. This agreement shall be in effect for two years from the date of execution unless terminated earlier in accordance with the termination section of this agreement. The agreement may be extended for additional two year terms upon mutual agreement of all parties in writing at least thirty days before termination.

SECTION 5. COMPENSATION REINBURSEMENT: The Peru Rescue Department is as all volunteer departments and does not charge for their services. Madison County Ambulance is a county operated service and is responsible for compensation and reimbursement for their services when transporting a Peru Rescue patient. Madison County Ambulance will not charge Peru Rescue for the transporting/care of Peru Rescue's patients.

SECTION 6. TERMINATION. Any party to this agreement may terminate the agreement by providing thirty days written notice by certified mail to the other parties and the Bureau of EMS, Department of Public Health, 401 SW 7th Street, Des Moines, Iowa 50309.

SECTION 7. LIABILITY. Each party to the agreement shall bear the liability and cost of damage to its personnel, vehicles and equipment. Each party to the agreement shall be responsible for defending claims made against it or its staff arising from participation in this agreement.

SECTION 8. INSURANCE. Each party to the agreement shall procure and maintain insurance as is required by applicable federal and state law and as may be as appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, worker's compensation, unemployment insurance, automobile liability, and property damage.

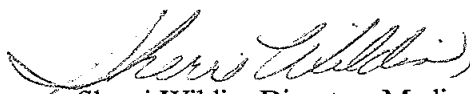
SECTION 9. STATUS AND RESPONSIBILITIES OF PARTIES. Nothing in this agreement shall be construed as creating or constituting the relationship of partnership or joint venture between the parties hereto. Each party shall deemed to be an independent contractor. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, on the name of, or abiding upon another to this agreement.

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PERU RESCUE DEPARTMENT**

Each of the parties shall be responsible for ensuring that all persons acting on behalf of the party are properly licensed, certified or accredited as required by applicable federal and state law.

Each of the parties to the agreement shall be responsible for withholding taxes, social security, unemployment, worker's compensation, and other taxes for its employees and shall hold all other parties harmless for the same.

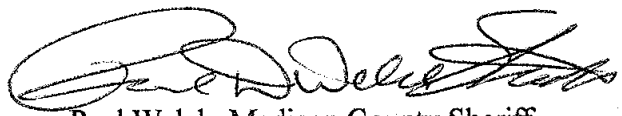
SECTION 10. EXECUTION,


Sherri Wildin, Director, Madison County Ambulance

8-28-03
Date:


Pamela S. Kallestad, Captain, Peru Rescue

Date: *8/28/03*


Paul Welch, Madison County Sheriff
Madison County Sheriff's Office and Dispatch
Communication Center Representative

Date:
August 28, 2003