



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING
MONDAY, MARCH 16, 2020 AT 5:30 P.M.
VIA ZOOM**

Join from PC, Mac, Linux, iOS or Android: <https://skccom.zoom.us/j/695974740>

Or iPhone one-tap :

US: +13126266799,,695974740# or +16468769923,,695974740#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 876 9923 or +1 253 215 8782 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833

Meeting ID: 695 974 740

International numbers available: <https://skccom.zoom.us/j/695974740>

Or an H.323/SIP room system:

H.323:

162.255.37.11 (US West)

162.255.36.11 (US East)

Meeting ID: 695 974 740

SIP: 695974740@zoomcrc.com

OR Join from an internal SKC Video Conference Endpoint: 70695 974 740

Or Skype for Business (Lync):

<https://skccom.zoom.us/skype/695974740>

TENTATIVE AGENDA

ROLL CALL: White (Chair), Hueftle-Worley, Davis

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider request from Grinnell College/McGough Construction for closure of 8th Ave from June 1st thru June 16th and Park Street from June 16th thru July 7th for the last phase of landscape work.
2. Consider resolution approving engagement agreement with Ahlers & Cooney, P.C. for the amendment of the contract with Midwest Ambulance (See Resolution No. 2020-60).
3. Authorize staff to submit an application to the Iowa Economic Development Authority Community Development Block Grant to expand capacity to respond to COVID-19 and other emergencies.
4. Discuss on street parking in the downtown.
5. Discuss Emergency Medical Services (EMS) and consider resolution approving agreements with Poweshiek County Townships for EMS (See Resolution No. 2020-61).

INQUIRIES:

ADJOURNMENT



McGOUGH

DEVELOP | BUILD | OPERATE

1555 SE Delaware Ave, Suite E, Ankeny, IA 50021

t 515.639.3853 f 515.639.3854

BUILDING FOR THE NEXT GENERATION

www.mcgough.com

City of Grinnell
520 4th Avenue
Grinnell, IA 50112

Attention: Ann Wingerter

Ms. Wingerter,

I'm writing to request, McGough Construction, be placed on the next city council meeting. We would like to discuss our request for street closures. The street closures would be for work related to, the last phase of the landscape work, at Grinnell College.

Please refer to the attached drawings for the locations and timeline for the requested street closures.

Sincerely,

Matthew Schroder
Senior Project Manager

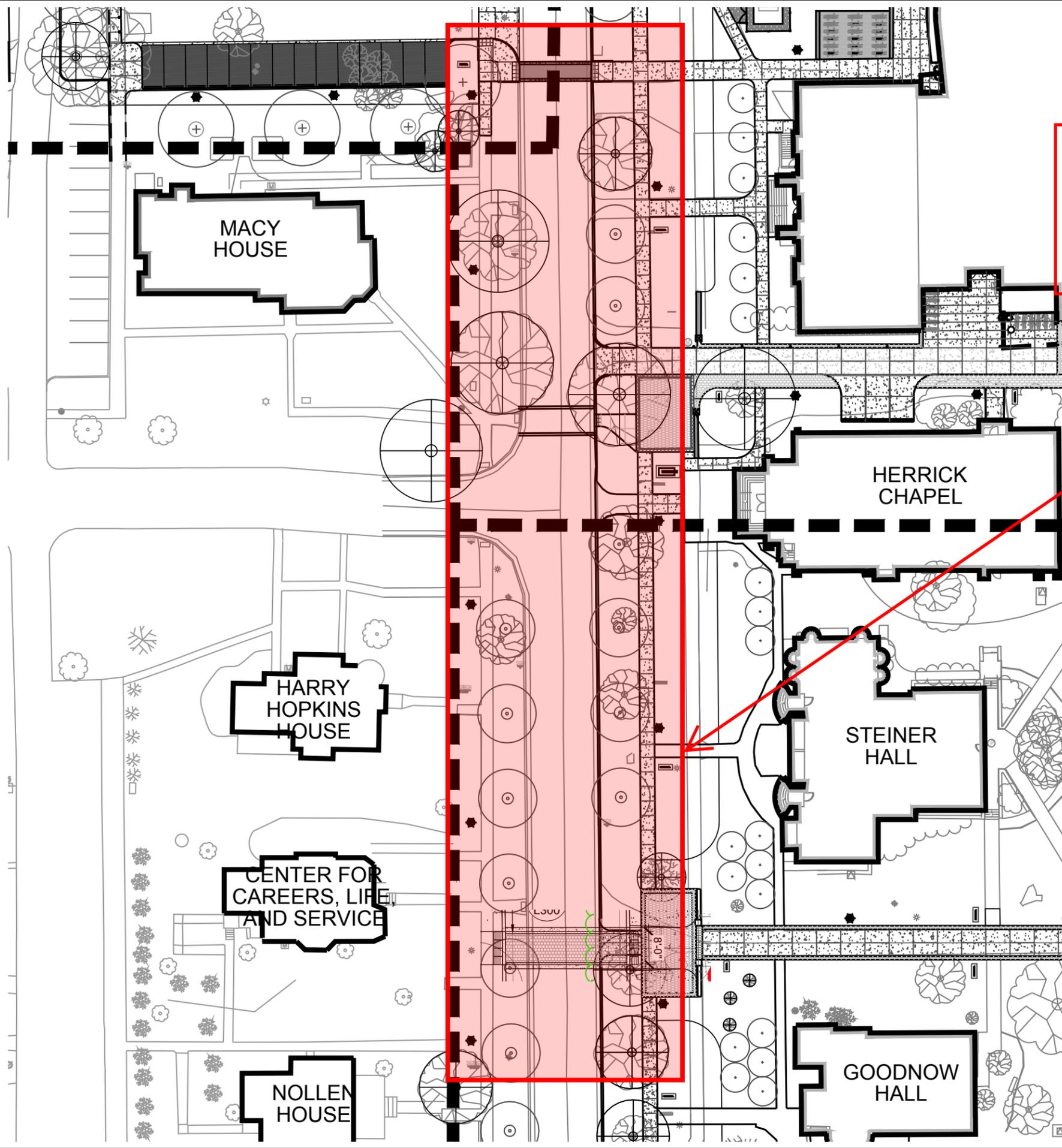
Date:
User:

Drawing For Coordination Only
N.T.S

Notes

Description

Title



Area of Park Street which will need to be shut down from June 16 through July 7th for crosswalk construction.

RESOLUTION NO. 2020-60

RESOLUTION APPROVING ENGAGEMENT AGREEMENT WITH AHLERS & COONEY, P.C. TO AMEND THE CONTRACT WITH MIDWEST AMBULANCE, INC.

WHEREAS, the City Council of the city of Grinnell desires to make changes to contract with Midwest Ambulance, Inc.;

WHEREAS, the city desires Ahlers & Cooney, P.C. to proceed with the services necessary to complete this contract change;

WHEREAS, the engagement agreement outlines the terms and conditions needed for said Contract Amendment with Midwest Ambulance, Inc., and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign an engagement agreement with Ahlers & Cooney, P.C. for the amendment of the contract with Midwest Ambulance, Inc.

Passed and approved this 6th day of April 2020.

Dan F. Agnew, Mayor

ATTEST:

Annamarie Wingerter, City Clerk/Finance Director



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Kristine Stone

515.246.0314

kstone@ahlerslaw.com

March 26, 2020

Sent by email only: RBehrens@grinnelliowa.gov

Russ Behrens
City Manager
City of Grinnell
520 4th Ave.
Grinnell, IA 50112

RE: Engagement Agreement – Contract Amendment with Midwest Ambulance

Dear Russ:

The purpose of this engagement letter is to confirm the terms of our Firm's engagement and to explain our billing practices. Upon the City's acceptance, this letter will serve as a memorandum of the terms of the engagement of this Firm to serve as counsel for the City of Grinnell in the above referenced matter. The legal services to be provided include amending the contract with Midwest Ambulance Service of Iowa, Inc.

We are pleased to undertake this representation. The fees charged by the Firm for this representation will be based on the current hourly rate of the person performing the service at the time services are performed. The Firm's billing rates are reviewed, and sometimes revised, annually in January. I will be primarily responsible for this matter. If necessary, I may involve a legal assistant in the case. As always, we will work to prevent any duplication of efforts. Out-of-pocket expenses including, but not limited to, photocopying expenses, would be in addition to the hourly charges and will also be billed separately on our statements. We will forward itemized statements of services rendered for work on claims against the City on a monthly basis to your attention. If payment is not rendered in a timely fashion, the Firm reserves the right to immediately terminate its representation. As of the current time, the hourly rates below would be applicable to this representation.

Kristine Stone -	\$240
Legal Assistant -	\$130

The firm will advance usual and necessary expenses incurred in connection with your representation if the individual amounts do not exceed \$500.00. If an expense exceeds that amount, the firm will forward the provider's statement directly to you for payment. Your monthly statement will contain an itemized list of the services performed and expenses incurred. Should you have any questions about the statement, please call. The firm reserves the right to

withdraw from your representation if each monthly statement is not paid within 30 days of issuance.

Please indicate your approval and acceptance of the above referenced terms and conditions of our engagement by signing, dating, and returning a copy of this letter to me. Should you have any questions or concerns about our proposed terms and conditions, please do not hesitate to contact me. We look forward to working with you and your staff on this matter.

APPROVAL

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me.

Sincerely,

AHLERS & COONEY, P.C.

By *Kristine Stone*

Kristine Stone

Accepted and approved on behalf of the City Council*

By:  _____
Title: Mayor

Dated: _____

*Authorized by Resolution \ Motion _____ approved on _____, 2020.

RESOLUTION NO. 2020-61

A RESOLUTION APPROVING THE AGREEMENTS BETWEEN CHESTER, GRANT, MALCOM, PLEASANT, AND WASHINGTON TOWNSHIPS IN POWESHIEK COUNTY AND THE CITY OF GRINNELL FOR EMERGENCY MEDICAL SERVICES.

WHEREAS, the City of Grinnell is committed to providing emergency medical services for the city and rural areas; and

WHEREAS, agreements have been negotiated between the above mentioned townships in Poweshiek County and the City of Grinnell.

NOW, THEREFORE, BE IT RESOLVED by the Grinnell City Council meeting in regular session this 6th day of April, 2020, that the Mayor is hereby authorized and directed to sign the agreements between the townships in Poweshiek County and the City of Grinnell for emergency medical services as presented.

Passed and adopted this 6th day of April, 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk

SERVICE AGREEMENT

THIS AGREEMENT entered by the City of Grinnell, a municipal corporation, hereinafter referred to as "Grinnell" and Chester Township, a county township in Poweshiek County, Iowa hereinafter referred to as "Chester".

WHEREAS, Grinnell is willing to provided ambulance service to Chester through a private contractor; and

WHEREAS, Chester desires that Grinnell provide this service; and

WHEREAS, Midwest Ambulance of Iowa, Inc. has been employed by Grinnell as an independent contractor to provide ambulance services; and

WHEREAS, the parties agree that a fee for ambulance service is equitable and fair; and

WHEREAS, Chester has been previously served by Midwest Ambulance of Iowa, Inc. in the past and is familiar with the company, has determined that it is a competent company, and has reviewed the contract between Grinnell and Midwest Ambulance; and

WHEREAS, the parties wish to enter this relationship and, to that end, have negotiated a formula to assess the cost for ambulance service.

NOW, THEREFORE, the parties agree as follows:

1. Grinnell will provide ambulance service to Chester in the same manner as provided to residents of Grinnell.
2. The charge for the service to Chester will be \$.20 per \$1,000.00 of taxable valuation annually.
3. Chester, based on the above formula, agrees to pay Grinnell in two equal installments on October 1st and April 1st annually.
4. The ambulance service will continue to be operated by the city of Grinnell as it best sees fit.

5. This Agreement shall run from year to year with a new contribution level established by the parties each year by January 15 of the year in which this Agreement expires. If either party wishes to cancel this Agreement, they may do so upon giving the other party one hundred eighty days (180) days written notice of its intent to cancel this Service Agreement. In the absence of such notice from either party the terms will continue for one year automatically. The term of the agreement shall run annually from July 1st to June 30th. The first possible termination date for this Agreement is June 30, 2021 except as described in Section 7 below.

6. If for any reason, this Agreement is terminated between Grinnell and Chester, Chester shall, as soon as possible, notify Poweshiek County Auditor.

7. If the private contractor providing ambulance service to Grinnell terminates their contract, this Agreement will terminate on the last day of service and all payments will be made or refunded on a pro rata basis. Grinnell will notify Chester of the pending termination as soon as possible.

DATED this _____ day of _____, 2020.

CITY OF GRINNELL

CHESTER TOWNSHIP

By: _____
Dan F. Agnew, Mayor

By: _____

By: _____

By: _____

ATTEST:

ATTEST:

AnnMarie Wingerter, City Clerk

MIDWEST AMBULANCE OF
IOWA, INC.

By: _____
Kim E. Chapman, President

By: _____
Kathleen M. Chapman, Secretary

STATE OF IOWA)
) ss:
COUNTY OF POWESHIEK)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dan F. Agnew and AnnMarie Wingerter, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grinnell, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2020; and that Dan F. Agnew and AnnMarie Wingerter acknowledged the execution of the instrument to their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF POWESHIEK)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____, respectively, of Chester Township, Iowa, a county township; that the seal affixed to the foregoing instrument is the corporate seal of the township, and that the instrument was signed and sealed on behalf of the township by the authority of its Board of Trustees, as contained in Resolution No. _____ of Chester Township, Iowa on the ____ day of _____, 2020; and that _____ and _____ acknowledged the execution of the instrument to their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
_____ COUNTY)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kim E. Chapman and Kathleen M. Chapman, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument; that (no seal has been procured by the (the seal affixed thereto is the seal of the) corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that the said Kim E. Chapman and Kathleen M. Chapman, as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

SERVICE AGREEMENT

THIS AGREEMENT entered by the City of Grinnell, a municipal corporation, hereinafter referred to as "Grinnell" and Grant Township, a county township in Poweshiek County, Iowa hereinafter referred to as "Grant".

WHEREAS, Grinnell is willing to provided ambulance service to Grant through a private contractor; and

WHEREAS, Grant desires that Grinnell provide this service; and

WHEREAS, Midwest Ambulance of Iowa, Inc. has been employed by Grinnell as an independent contractor to provide ambulance services; and

WHEREAS, the parties agree that a fee for ambulance service is equitable and fair; and

WHEREAS, Grant has been previously served by Midwest Ambulance of Iowa, Inc. in the past and is familiar with the company, has determined that it is a competent company, and has reviewed the contract between Grinnell and Midwest Ambulance; and

WHEREAS, the parties wish to enter this relationship and, to that end, have negotiated a formula to assess the cost for ambulance service.

NOW, THEREFORE, the parties agree as follows:

1. Grinnell will provide ambulance service to Grant in the same manner as provided to residents of Grinnell.
2. The charge for the service to Grant will be \$.20 per \$1,000.00 of taxable valuation annually.
3. Grant, based on the above formula, agrees to pay Grinnell in two equal installments on October 1st and April 1st annually.
4. The ambulance service will continue to be operated by the city of Grinnell as it best sees fit.
5. This Agreement shall run from year to year with a new contribution level established by the parties each year by January 15 of the year

in which this Agreement expires. If either party wishes to cancel this Agreement, they may do so upon giving the other party one hundred eighty days (180) days written notice of its intent to cancel this Service Agreement. In the absence of such notice from either party the terms will continue for one year automatically. The term of the agreement shall run annually from July 1st to June 30th. The first possible termination date for this Agreement is June 30, 2021 except as described in Section 7 below.

6. If for any reason, this Agreement is terminated between Grinnell and Grant, Grant shall, as soon as possible, notify Poweshiek County Auditor.

7. If the private contractor providing ambulance service to Grinnell terminates their contract, this Agreement will terminate on the last day of service and all payments will be made or refunded on a pro rata basis. Grinnell will notify Grant of the pending termination as soon as possible.

DATED this _____ day of _____, 2020.

CITY OF GRINNELL

GRANT TOWNSHIP

By: _____
Dan F. Agnew, Mayor

By: _____

By: _____

By: _____

ATTEST:

ATTEST:

AnnMarie Wingerter, City Clerk

MIDWEST AMBULANCE OF
IOWA, INC.

By: _____
Kim E. Chapman, President

By: _____
Kathleen M. Chapman, Secretary

STATE OF IOWA)
) ss:
COUNTY OF POWESHIEK)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dan F. Agnew and AnnMarie Wingerter, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grinnell, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2020; and that Dan F. Agnew and AnnMarie Wingerter acknowledged the execution of the instrument to their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF POWESHIEK)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared

_____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____, respectively, of Grant Township, Iowa, a county township; that the seal affixed to the foregoing instrument is the corporate seal of the township, and that the instrument was signed and sealed on behalf of the township by the authority of its Board of Trustees, as contained in Resolution No. _____ of Grant Township, Iowa on the ____ day of _____, 2020; and that _____ and _____ acknowledged the execution of the instrument to their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
_____ COUNTY)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kim E. Chapman and Kathleen M. Chapman, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument; that (no seal has been procured by the (the seal affixed thereto is the seal of the) corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that the said Kim E. Chapman and Kathleen M. Chapman, as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

SERVICE AGREEMENT

THIS AGREEMENT entered by the City of Grinnell, a municipal corporation, hereinafter referred to as "Grinnell" and Malcom Township, a county township in Poweshiek County, Iowa hereinafter referred to as "Malcom".

WHEREAS, Grinnell is willing to provided ambulance service to Malcom through a private contractor; and

WHEREAS, Malcom desires that Grinnell provide this service; and

WHEREAS, Midwest Ambulance of Iowa, Inc. has been employed by Grinnell as an independent contractor to provide ambulance services; and

WHEREAS, the parties agree that a fee for ambulance service is equitable and fair; and

WHEREAS, Malcom has been previously served by Midwest Ambulance of Iowa, Inc. in the past and is familiar with the company, has determined that it is a competent company, and has reviewed the contract between Grinnell and Midwest Ambulance; and

WHEREAS, the parties wish to enter this relationship and, to that end, have negotiated a formula to assess the cost for ambulance service.

NOW, THEREFORE, the parties agree as follows:

1. Grinnell will provide ambulance service to Malcom in the same manner as provided to residents of Grinnell.

2. The charge for the service to Malcom Sections 5-7, 18, 19, and 30 will be \$.2025 per \$1,000.00 of taxable valuation annually and Malcom Sections 4, 8, 9, 16, 17, 20, 21, 28, 29, and 31-33 will be \$.1700 per \$1,000 of taxable valuation annually. These are the Malcom Township Sections covered by this Agreement.

3. Malcom, based on the above formula, agrees to pay Grinnell in two equal installments on October 1st and April 1st annually.

4. The ambulance service will continue to be operated by the city of Grinnell as it best sees fit.

5. This Agreement shall run from year to year with a new contribution level established by the parties each year by January 15 of the year in which this Agreement expires. If either party wishes to cancel this Agreement, they may do so upon giving the other party one hundred eighty days (180) days written notice of its intent to cancel this Service Agreement. In the absence of such notice from either party the terms will continue for one year automatically. The term of the agreement shall run annually from July 1st to June 30th. The first possible termination date for this Agreement is June 30, 2021 except as described in Section 7 below.

6. If for any reason, this Agreement is terminated between Grinnell and Malcom, Malcom shall, as soon as possible, notify Poweshiek County Auditor.

7. If the private contractor providing ambulance service to Grinnell terminates their contract, this Agreement will terminate on the last day of service and all payments will be made or refunded on a pro rata basis. Grinnell will notify Malcom of the pending termination as soon as possible.

DATED this _____ day of _____, 2020.

CITY OF GRINNELL

MALCOM TOWNSHIP

By: _____
Dan F. Agnew, Mayor

By: _____

By: _____

By: _____

ATTEST:

ATTEST:

AnnMarie Wingerter, City Clerk

MIDWEST AMBULANCE OF
IOWA, INC.

By: _____
Kim E. Chapman, President

By: _____
Kathleen M. Chapman, Secretary

STATE OF IOWA)
) ss:
COUNTY OF POWESHIEK)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dan F. Agnew and AnnMarie Wingerter, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grinnell, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2020; and that Dan F. Agnew and AnnMarie Wingerter acknowledged the execution of the instrument to their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF POWESHIEK)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____, respectively, of Malcom Township, Iowa, a county township; that the seal affixed to the foregoing instrument is the corporate seal of the township, and that the instrument was signed and sealed on behalf of the township by the authority of its Board of Trustees, as contained in Resolution No. _____ of Malcom Township, Iowa on the ____ day of _____, 2020; and that _____ and _____ acknowledged the execution of the instrument to their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
_____ COUNTY)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kim E. Chapman and Kathleen M. Chapman, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument; that (no seal has been procured by the (the seal affixed thereto is the seal of the) corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that the said Kim E. Chapman and Kathleen M. Chapman, as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

SERVICE AGREEMENT

THIS AGREEMENT entered by the City of Grinnell, a municipal corporation, hereinafter referred to as "Grinnell" and Pleasant Township, a county township in Poweshiek County, Iowa hereinafter referred to as "Pleasant".

WHEREAS, Grinnell is willing to provided ambulance service to Pleasant through a private contractor; and

WHEREAS, Pleasant desires that Grinnell provide this service; and

WHEREAS, Midwest Ambulance of Iowa, Inc. has been employed by Grinnell as an independent contractor to provide ambulance services; and

WHEREAS, the parties agree that a fee for ambulance service is equitable and fair; and

WHEREAS, Pleasant has been previously served by Midwest Ambulance of Iowa, Inc. in the past and is familiar with the company, has determined that it is a competent company, and has reviewed the contract between Grinnell and Midwest Ambulance; and

WHEREAS, the parties wish to enter this relationship and, to that end, have negotiated a formula to assess the cost for ambulance service.

NOW, THEREFORE, the parties agree as follows:

1. Grinnell will provide ambulance service to Pleasant in the same manner as provided to residents of Grinnell.
2. The charge for the service to Pleasant Sections 5-6 will be \$.20 per \$1,000.00 of taxable valuation annually. These are the Pleasant Township Sections covered by this Agreement.
3. Pleasant, based on the above formula, agrees to pay Grinnell in two equal installments on October 1st and April 1st annually.
4. The ambulance service will continue to be operated by the city of Grinnell as it best sees fit.

5. This Agreement shall run from year to year with a new contribution level established by the parties each year by January 15 of the year in which this Agreement expires. If either party wishes to cancel this Agreement, they may do so upon giving the other party one hundred eighty days (180) days written notice of its intent to cancel this Service Agreement. In the absence of such notice from either party the terms will continue for one year automatically. The term of the agreement shall run annually from July 1st to June 30th. The first possible termination date for this Agreement is June 30, 2021 except as described in Section 7 below.

6. If for any reason, this Agreement is terminated between Grinnell and Pleasant, Pleasant shall, as soon as possible, notify Poweshiek County Auditor.

7. If the private contractor providing ambulance service to Grinnell terminates their contract, this Agreement will terminate on the last day of service and all payments will be made or refunded on a pro rata basis. Grinnell will notify Pleasant of the pending termination as soon as possible.

DATED this _____ day of _____, 2020.

CITY OF GRINNELL

PLEASANT TOWNSHIP

By: _____
Dan F. Agnew, Mayor

By: _____

By: _____

By: _____

ATTEST:

ATTEST:

AnnMarie Wingerter, City Clerk

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____, respectively, of Pleasant Township, Iowa, a county township; that the seal affixed to the foregoing instrument is the corporate seal of the township, and that the instrument was signed and sealed on behalf of the township by the authority of its Board of Trustees, as contained in Resolution No. _____ of Pleasant Township, Iowa on the ____ day of _____, 2020; and that _____ and _____ acknowledged the execution of the instrument to their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
_____ COUNTY)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kim E. Chapman and Kathleen M. Chapman, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument; that (no seal has been procured by the (the seal affixed thereto is the seal of the) corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that the said Kim E. Chapman and Kathleen M. Chapman, as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

SERVICE AGREEMENT

THIS AGREEMENT entered by the City of Grinnell, a municipal corporation, hereinafter referred to as "Grinnell" and Washington Township, a county township in Poweshiek County, Iowa hereinafter referred to as "Washington".

WHEREAS, Grinnell is willing to provided ambulance service to Washington through a private contractor; and

WHEREAS, Washington desires that Grinnell provide this service; and

WHEREAS, Midwest Ambulance of Iowa, Inc. has been employed by Grinnell as an independent contractor to provide ambulance services; and

WHEREAS, the parties agree that a fee for ambulance service is equitable and fair; and

WHEREAS, Washington has been previously served by Midwest Ambulance of Iowa, Inc. in the past and is familiar with the company, has determined that it is a competent company, and has reviewed the contract between Grinnell and Midwest Ambulance; and

WHEREAS, the parties wish to enter this relationship and, to that end, have negotiated a formula to assess the cost for ambulance service.

NOW, THEREFORE, the parties agree as follows:

1. Grinnell will provide ambulance service to Washington in the same manner as provided to residents of Grinnell.
2. The charge for the service to Washington Sections 1-24 will be \$.20 per \$1,000.00 of taxable valuation annually. These are the Washington Township Sections covered by this Agreement.
3. Washington, based on the above formula, agrees to pay Grinnell in two equal installments on October 1st and April 1st annually.
4. The ambulance service will continue to be operated by the city of Grinnell as it best sees fit.

5. This Agreement shall run from year to year with a new contribution level established by the parties each year by January 15 of the year in which this Agreement expires. If either party wishes to cancel this Agreement, they may do so upon giving the other party one hundred eighty days (180) days written notice of its intent to cancel this Service Agreement. In the absence of such notice from either party the terms will continue for one year automatically. The term of the agreement shall run annually from July 1st to June 30th. The first possible termination date for this Agreement is June 30, 2021 except as described in Section 7 below.

6. If for any reason, this Agreement is terminated between Grinnell and Washington, Washington shall, as soon as possible, notify Poweshiek County Auditor.

7. If the private contractor providing ambulance service to Grinnell terminates their contract, this Agreement will terminate on the last day of service and all payments will be made or refunded on a pro rata basis. Grinnell will notify Washington of the pending termination as soon as possible.

DATED this _____ day of _____, 2020.

CITY OF GRINNELL

WASHINGTON TOWNSHIP

By: _____
Dan F. Agnew, Mayor

By: _____

By: _____

By: _____

ATTEST:

ATTEST:

AnnMarie Wingerter, City Clerk

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____, respectively, of Washington Township, Iowa, a county township; that the seal affixed to the foregoing instrument is the corporate seal of the township, and that the instrument was signed and sealed on behalf of the township by the authority of its Board of Trustees, as contained in Resolution No. _____ of Washington Township, Iowa on the ____ day of _____, 2020; and that _____ and _____ acknowledged the execution of the instrument to their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

 Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
 _____ COUNTY)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kim E. Chapman and Kathleen M. Chapman, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument; that (no seal has been procured by the (the seal affixed thereto is the seal of the) corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that the said Kim E. Chapman and Kathleen M. Chapman, as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

 Notary Public in and for the State of Iowa