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## TRANSPORT AGREEMENT

This Transport Agreement ("Agreement") is made and entered into as of the July 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2019 by and between Woodbury County, Iowa (the "County") and Siouxland Paramedics Inc., and Iowa non-profit corporation ("SPI").

Witnesseth that the County wishes to procure certain transport services from SPI and SPI wishes to provide those transport services to the County, all subjects to the terms and conditions of this Agreement.

NOW, THEREFORE, the county and SPI agree as follows:

1. Services. SPI agrees to transport bodies from locations within Woodbury County, Iowa to the office of the Woodbury County Medical Examiner at 2720 Stone Park Blvd., Sioux City, IA 51104. The services shall be performed in a timely manner and in accordance with applicable laws.
  - (a) Woodbury County Sheriff's Office, Local Law Enforcement and/or Local Fire Officials will provide notification as early as possible, so that SPI can have the appropriate time to anticipate adequate staffing.
  - (b) Response Time from within the City Limits of Sioux City will not exceed 30 minutes.
  - (c) Response Time from within Woodbury County will not exceed an hour and 30 minutes.
  - (d) Transportation to the state Medical Examiner or to any location outside of Woodbury County, Iowa is NOT included within this Agreement.
2. Fee. The fee for the services shall be Twelve Thousand and 00/100 Dollars (\$12,000.00) payable in 12 monthly installments of \$1,000.00 due the first of each month.
3. Force Majeure. SPI shall not be liable hereunder for any failure or delay in the performance of the services under this Agreement if such failure or delay is on account of causes beyond its reasonable control, including but not limited to labor disputes, civil commotion, war, fires, floods, inclement weather, government regulations or controls, casualty, government authority, strikes, or acts of God in which event SPI shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.
4. Term; Termination.
  - (a) The term of this Agreement shall be from July 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2019.
  - (b) Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

5. Further Assurances. The parties shall execute such documents and instruments and do all things reasonably required to complete the transactions set forth in this Agreement.
6. Governing Law. This Agreement shall be governed and construed according to the laws of the State of Iowa.
7. Notice. Any notice under this Agreement shall be in writing and shall be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed as follows:

If to the County:           Woodbury County, Iowa  
                                  Woodbury County Courthouse  
                                  625 Douglas Street, RM 104  
                                  Sioux City, IA 51101  
                                  Attn: Board Administrative Coordinator

If to SPI:                    Siouxland Paramedics, Inc.  
                                  1110 Dace Avenue  
                                  Sioux City, IA 51101  
                                  Attn: Director of Operations

Or to such other address or persons as is hereafter designated in writing by the applicable party in the manner provided in this Section for the giving of notices.

8. Section Headings. The section headings contained in this Agreement are contained for convenience only and shall not affect in any way that meaning or interpretation of the Agreement.
9. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof of the validity or enforceability of the offering term or provision in any situation or in any other jurisdiction.
10. Amendments. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the party against whom enforcement is sought.
11. Assignment. This Agreement may not be assigned by either party without the written consent of the other, which consent shall not be unreasonably withheld.
12. Binding Effect. This Agreement shall be binding upon and insure to the benefit of the parties names herein and their respective successors and assigns.
13. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this

Agreement shall be construed as if drafted jointly by the parties, no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of the provisions of this Agreement. The word "including" shall mean including without limitation. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, lest the context requires otherwise.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall be constitute one and the same document.
  
15. Electronic Signatures. The Parties agree that the electronic signatures of a party to this Agreement or any related document or instrument shall be as valid as an original signature of such party and shall be effective to bind such party to this agreement or such related document or instrument. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means: "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.
  
16. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior understanding, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

Executed as of the date first above written.

SIOUXLAND PARAMEDICS, INC.

By Karen L. VanDeSteege

Karen L. VanDeSteege  
Executive Director

Woodbury County

By Kathy De Witt

Printed Name: Kathy De Witt

Title: CHAIR B.O.S.