



GRINNELL CITY COUNCIL SPECIAL SESSION MEETING  
**THURSDAY, APRIL 30, 2020 at 1:00 P.M.**  
IN THE COUNCIL CHAMBERS AND ZOOM

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Join Zoom Meeting

<https://zoom.us/j/99060243116?pwd=cXNxWlJBdzVQdGtuc3lkejZueTVaQT09>

Meeting ID: 990 6024 3116

Password: 006712

One tap mobile

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**TENTATIVE AGENDA**

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- 1) Roll Call:
- 2) Perfecting and Approval of Agenda:
- 3) Public Hearing: Regarding adopting proposed FY 2021 Budget.
- 4) Consider resolution adopting FY 2021 budget. (See Resolution No. 2020-67).
- 5) Consider approval of amended agreement with Midwest Ambulance.
- 6) Inquiries:
- 7) Adjourn

## NOTICE OF PUBLIC HEARING BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2020 - ENDING JUNE 30, 2021

City of Grinnell, Iowa

The City Council will conduct a public hearing on the proposed Budget at City Hall, 520 4th Ave  
 on 04/30/2020 at 1:00 PM  
(Date) xx/xx/xx (hour)

The Budget Estimate Summary of proposed receipts and expenditures is shown below.  
 Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor,  
 City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property . . . . . \$ 14.83076  
 The estimated tax levy rate per \$1000 valuation on Agricultural land is . . . . . \$ 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part  
 of the proposed budget. The city budget is subject to protest. More information on protest can be found at  
<https://dom.iowa.gov/local-gov-appeals>.

(641) 236-2600 Annmarie Wingerter  
phone number City Clerk/Finance Officer's NAME

		Budget FY 2021	Re-estimated FY 2020	Actual FY 2019
		(a)	(b)	(c)
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	4,324,749	4,019,405	4,034,947
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	<b>3</b>	<b>4,324,749</b>	<b>4,019,405</b>	<b>4,034,947</b>
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	2,655,934	2,630,972	2,218,739
Other City Taxes	6	2,579,802	2,485,523	2,417,033
Licenses & Permits	7	4,050	5,550	8,132
Use of Money and Property	8	154,942	188,342	419,731
Intergovernmental	9	2,539,204	5,951,754	10,299,610
Charges for Fees & Service	10	6,328,555	6,139,389	5,608,071
Special Assessments	11	0	0	0
Miscellaneous	12	1,902,766	1,677,627	2,256,455
Other Financing Sources	13	685,000	4,125,120	425,000
Transfers In	14	4,746,035	5,650,296	7,070,256
<b>Total Revenues and Other Sources</b>	<b>15</b>	<b>25,921,037</b>	<b>32,873,978</b>	<b>34,757,974</b>
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	2,570,594	2,405,600	2,200,218
Public Works	17	1,594,184	1,546,315	2,577,929
Health and Social Services	18	2,000	2,000	1,000
Culture and Recreation	19	1,595,939	1,579,224	1,413,003
Community and Economic Development	20	1,437,301	1,265,818	889,832
General Government	21	2,253,877	2,170,304	2,161,103
Debt Service	22	2,560,956	2,642,914	2,541,716
Capital Projects	23	2,208,522	6,882,699	5,491,243
<b>Total Government Activities Expenditures</b>	<b>24</b>	<b>14,223,373</b>	<b>18,494,874</b>	<b>17,276,044</b>
Business Type / Enterprises	25	6,044,697	9,503,671	11,554,025
<b>Total ALL Expenditures</b>	<b>26</b>	<b>20,268,070</b>	<b>27,998,545</b>	<b>28,830,069</b>
Transfers Out	27	4,746,035	5,650,296	7,070,256
<b>Total ALL Expenditures/Transfers Out</b>	<b>28</b>	<b>25,014,105</b>	<b>33,648,841</b>	<b>35,900,325</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>906,932</b>	<b>-774,863</b>	<b>-1,142,351</b>
Beginning Fund Balance July 1	30	12,189,936	12,964,799	14,107,150
<b>Ending Fund Balance June 30</b>	<b>31</b>	<b>13,096,868</b>	<b>12,189,936</b>	<b>12,964,799</b>

**RESOLUTION NO. 2020-67**

**A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR  
ENDING JUNE 30, 2021**

Be It Resolved by the Council of the city of Grinnell, Iowa:

The annual budget for the fiscal year ending June 30, 2021, as set forth in the Budget Summary Certificate and in the detailed budget in support thereof showing the revenue estimates and appropriation expenditures and allocations to programs for said fiscal year is adopted, and the clerk is directed to make the filings required by law and to set up her books in accordance with the summary and details as adopted.

AYES:

NAYS:

ABSTENTION:

ABSENT:

Passed and approved on this 30th day of April 2020.

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DAN F. AGNEW, MAYOR

ATTEST:

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ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR

# 79-745

## Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2020 - ENDING JUNE 30, 2021

Resolution No.: 2020-67

The City of: Grinnell

County Name: POWESHIEK

Date Budget Adopted: 04/30/2020

(Date) xxx/xxx/xx

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages. Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

(641) 236-2600

Telephone Number

Signature

County Auditor Date Stamp

### January 1, 2019 Property Valuations

	With Gas & Electric	Without Gas & Electric	Last Official Census
Regular	290,772,824	286,504,701	9,218
DEBT SERVICE	373,616,673	369,348,550	
Ag Land	875,407		

### TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.10000	Regular General levy	5 2,355,260	2,320,688	43 8.10000
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45 0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9	0	47 0
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(15)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(17)	Amt Nec	Liability, property & self insurance costs	14 167,459	165,001	52 0.57591
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462	0	465 0
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000	Memorial Building	16 119,217	117,467	54 0.41000
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(16)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(18)	1.00000	City Emergency Medical District	463	0	466 0
12(20)	0.27000	Support Public Library	23	0	61 0
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
		<b>Total General Fund Regular Levies (5 thru 24)</b>	25 <b>2,641,936</b>	<b>2,603,156</b>	
384.1	3.00375	Ag Land	26 2,630	2,630	63 3.00375
		<b>Total General Fund Tax Levies (25 + 26)</b>	27 <b>2,644,566</b>	<b>2,605,786</b>	<b>Do Not Add</b>
		Special Revenue Levies			
384.8	0.27000	Emergency (if general fund at levy limit)	28 78,509	77,356	64 0.27000
384.6	Amt Nec	Police & Fire Retirement	29 386,990	381,309	1.33090
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 273,161	269,151	0.93943
Rules	Amt Nec	Other Employee Benefits	31 675,436	665,522	2.32290
		<b>Total Employee Benefit Levies (29,30,31)</b>	32 <b>1,335,587</b>	<b>1,315,982</b>	65 <b>4.59323</b>
		<b>Sub Total Special Revenue Levies (28+32)</b>	33 <b>1,414,096</b>	<b>1,393,338</b>	
		Valuation			
386	As Req	With Gas & Elec	Without Gas & Elec		
		SSMID 1 (A)	(B)	34	66 0
		SSMID 2 (A)	(B)	35	67 0
		SSMID 3 (A)	(B)	36	68 0
		SSMID 4 (A)	(B)	37	69 0
		SSMID 5 (A)	(B)	555	565 0
		SSMID 6 (A)	(B)	556	566 0
		SSMID 7 (A)	(B)	1177	### 0
		SSMID 8 (A)	(B)	1185	### 0
		<b>Total Special Revenue Levies</b>	39 <b>1,414,096</b>	<b>1,393,338</b>	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 329,387	325,625	70 0.88162
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41	0	71 0
		<b>Total Property Taxes (27+39+40+41)</b>	42 <b>4,388,049</b>	<b>4,324,749</b>	72 <b>14.83076</b>

### COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) Number of the resolution adopting the budget has been included at the top of this form.
- 6) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
- 7) The long term debt schedule (Form 703) shows sufficient payment amounts to pay the G.O. debt certified by the city to this office.

(County Auditor)

EXPENDITURES SCHEDULE PAGE 1

Fiscal Year Ending 2021

Fiscal Years

GOVERNMENT ACTIVITIES (A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2021 (J)	RE-ESTIMATED 2020 (K)	ACTUAL 2019 (L)
<b>PUBLIC SAFETY</b>											
Police Department/Crime Prevention	1	1,297,068	301,500						1,598,568	1,579,181	1,479,957
Jail	2	0	0						0	0	0
Emergency Management	3	2,475	0						2,475	2,475	1,154
Flood Control	4	0	0						0	0	0
Fire Department	5	511,095	90,810						601,905	539,350	509,836
Ambulance	6	276,146	0						276,146	189,794	127,667
Building Inspections	7	0	0						0	0	0
Miscellaneous Protective Services	8	0	0						0	0	77,548
Animal Control	9	4,200	0						4,200	5,200	2,561
Other Public Safety	10	84,300	3,000						87,300	89,600	1,495
TOTAL (lines 1 - 10)	11	2,175,284	395,310				0		2,570,594	2,405,600	2,200,218
<b>PUBLIC WORKS</b>											
Roads, Bridges, & Sidewalks	12	61,245	733,544						794,789	882,413	566,827
Parking - Meter and Off-Street	13	0	0						0	0	0
Street Lighting	14	0	124,200						124,200	111,000	95,514
Traffic Control and Safety	15	0	91,200						91,200	51,554	35,970
Snow Removal	16	0	180,957						180,957	169,228	172,807
Highway Engineering	17	0	0						0	0	0
Street Cleaning	18	0	51,330						51,330	50,365	39,334
Airport (if not Enterprise)	19	81,708	0						81,708	88,933	99,494
Garbage (if not Enterprise)	20	0	0						0	0	0
Other Public Works	21	0	270,000						270,000	192,822	1,567,983
TOTAL (lines 12 - 21)	22	142,953	1,451,231				0		1,594,184	1,546,315	2,577,929
<b>HEALTH &amp; SOCIAL SERVICES</b>											
Welfare Assistance	23								0	0	0
City Hospital	24								0	0	0
Payments to Private Hospitals	25								0	0	0
Health Regulation and Inspection	26								0	0	0
Water, Air, and Mosquito Control	27								0	0	0
Community Mental Health	28								0	0	1,000
Other Health and Social Services	29	2,000							2,000	2,000	0
TOTAL (lines 23 - 29)	30	2,000	0				0		2,000	2,000	1,000
<b>CULTURE &amp; RECREATION</b>											
Library Services	31	623,651	15,000						638,651	646,069	640,760
Museum, Band and Theater	32	87,930	0						87,930	96,847	0
Parks	33	147,821	0						147,821	151,609	146,267
Recreation	34	291,886	0						291,886	232,828	171,757
Cemetery	35	149,860	0						149,860	151,130	104,724
Community Center, Zoo, & Marina	36	0	0						0	0	0
Other Culture and Recreation	37	279,791	0						279,791	300,741	349,495
TOTAL (lines 31 - 37)	38	1,580,939	15,000				0		1,595,939	1,579,224	1,413,003

EXPENDITURES SCHEDULE PAGE 2

Fiscal Year Ending 2021

Fiscal Years

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2021	RE-ESTIMATED 2020	ACTUAL 2019	
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
<b>COMMUNITY &amp; ECONOMIC DEVELOPMENT</b>											
Community Beautification	39	24,855	0	0					24,855	22,755	0
Economic Development	40	0	253,050	58,436					311,486	326,241	23,384
Housing and Urban Renewal	41	0	0	0					0	0	0
Planning & Zoning	42	311,069	0	0					311,069	349,735	316,894
Other Com & Econ Development	43	364,905	25,000	0					389,905	221,841	287,142
TIF Rebates	44	0	0	399,986					399,986	345,246	262,412
<b>TOTAL (lines 39 - 44)</b>	45	<b>700,829</b>	<b>278,050</b>	<b>458,422</b>			0		<b>1,437,301</b>	<b>1,265,818</b>	<b>889,832</b>
<b>GENERAL GOVERNMENT</b>											
Mayor, Council, & City Manager	46	41,563	0	0					41,563	44,386	34,795
Clerk, Treasurer, & Finance Adm.	47	160,810	5,000	0					165,810	183,813	144,040
Elections	48	0	0	0					0	0	0
Legal Services & City Attorney	49	8,000	0	0					8,000	8,000	12,854
City Hall & General Buildings	50	126,601	0	0					126,601	79,101	63,096
Tort Liability	51	67,000	219,285	0					286,285	288,112	1,049,220
Other General Government	52	559,882	1,065,736	0					1,625,618	1,566,892	857,098
<b>TOTAL (lines 46 - 52)</b>	53	<b>963,856</b>	<b>1,290,021</b>	<b>0</b>			0		<b>2,253,877</b>	<b>2,170,304</b>	<b>2,161,103</b>
<b>DEBT SERVICE</b>	54				2,560,956				2,560,956	2,642,914	2,541,716
Gov Capital Projects	55					2,208,522			2,208,522	6,882,699	5,491,243
TIF Capital Projects	56								0	0	0
<b>TOTAL CAPITAL PROJECTS</b>	57	<b>0</b>	<b>0</b>	<b>0</b>		<b>2,208,522</b>	<b>0</b>		<b>2,208,522</b>	<b>6,882,699</b>	<b>5,491,243</b>
<b>TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)</b>	58	<b>5,565,861</b>	<b>3,429,612</b>	<b>458,422</b>	<b>2,560,956</b>	<b>2,208,522</b>	<b>0</b>		<b>14,223,373</b>	<b>18,494,874</b>	<b>17,276,044</b>
<b>BUSINESS TYPE ACTIVITIES</b>											
<b>Proprietary: Enterprise &amp; Budgeted ISF</b>											
Water Utility	59						1,932,859		1,932,859	1,809,939	1,639,365
Sewer Utility	60						1,976,402		1,976,402	2,118,698	7,830,704
Electric Utility	61						0		0	0	0
Gas Utility	62						0		0	0	0
Airport	63						0		0	0	0
Landfill/Garbage	64						1,257,094		1,257,094	1,288,860	1,083,413
Transit	65						0		0	0	0
Cable TV, Internet & Telephone	66						0		0	0	0
Housing Authority	67						0		0	0	0
Storm Water Utility	68						193,342		193,342	161,054	124,803
Other Business Type (city hosp., ISF, parking, etc.)	69						0		0	0	0
Enterprise DEBT SERVICE	70						0		0	0	875,740
Enterprise CAPITAL PROJECTS	71						685,000		685,000	4,125,120	0
Enterprise TIF CAPITAL PROJECTS	72						0		0	0	0
<b>TOTAL Business Type Expenditures (lines 59 - 73)</b>	73						<b>6,044,697</b>		<b>6,044,697</b>	<b>9,503,671</b>	<b>11,554,025</b>
<b>TOTAL ALL EXPENDITURES (lines 58+74)</b>	74	<b>5,565,861</b>	<b>3,429,612</b>	<b>458,422</b>	<b>2,560,956</b>	<b>2,208,522</b>	<b>0</b>		<b>6,044,697</b>	<b>20,268,070</b>	<b>28,830,069</b>
Regular Transfers Out	75	150,000	1,649,592		201,791	30,000			517,140	2,548,523	3,371,006
Internal TIF Loan / Repayment Transfers Out	76			2,197,512					2,197,512	2,279,290	1,998,112
<b>Total ALL Transfers Out</b>	77	<b>150,000</b>	<b>1,649,592</b>	<b>2,197,512</b>	<b>201,791</b>	<b>30,000</b>	<b>0</b>		<b>4,746,035</b>	<b>5,650,296</b>	<b>7,070,256</b>
<b>Total Expenditures &amp; Fund Transfers Out (lines 75+78)</b>	78	<b>5,715,861</b>	<b>5,079,204</b>	<b>2,655,934</b>	<b>2,762,747</b>	<b>2,238,522</b>	<b>0</b>		<b>6,561,837</b>	<b>33,648,841</b>	<b>35,900,325</b>
<b>Ending Fund Balance June 30</b>	79	<b>2,481,374</b>	<b>4,400,492</b>	<b>441,790</b>	<b>150,939</b>	<b>1,803,214</b>	<b>530,105</b>		<b>3,288,954</b>	<b>12,189,936</b>	<b>12,964,799</b>

\* A continuing appropriation is the unexpended budgeted amount from a prior year's capital project. The entry is made on the Con Approps page that must accompany the budget forms if used. SEE INSTRUCTIONS FOR USE.

The last two columns will fill in once the Re-Est forms are completed

REVENUES DETAIL  
Fiscal Year Ending

2021

Fiscal Years

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2021 (J)	RE-ESTIMATED 2020 (K)	ACTUAL 2019 (L)
<b>REVENUES &amp; OTHER FINANCING SOURCES</b>											
Taxes Levied on Property	1	2,605,786	1,393,338		325,625	0			4,324,749	4,019,405	4,034,947
Less: Uncollected Property Taxes - Levy Year	2								0	0	0
Net Current Property Taxes (line 1 minus line 2)	3	2,605,786	1,393,338		325,625	0			4,324,749	4,019,405	4,034,947
Delinquent Property Taxes	4								0	0	0
TIF Revenues	5			2,655,934					2,655,934	2,630,972	2,218,739
Other City Taxes:											
Utility Tax Replacement Excise Taxes	6	38,780	20,758		3,762	0			63,300	62,236	40,945
Utility franchise tax (Iowa Code Chapter 364.2)	7	810,000							810,000	779,000	847,752
Parimutuel wager tax	8								0	0	0
Gaming wager tax	9								0	0	0
Mobile Home Taxes	10								0	0	0
Hotel/Motel Taxes	11		400,000						400,000	400,000	399,590
Other Local Option Taxes	12		1,306,502						1,306,502	1,244,287	1,128,746
Subtotal - Other City Taxes (lines 6 thru 12)	13	848,780	1,727,260		3,762	0			2,579,802	2,485,523	2,417,033
Licenses & Permits	14	4,050							4,050	5,550	8,132
Use of Money & Property	15	90,025	22,667	3,000	3,000	0	0	36,250	154,942	188,342	419,731
Intergovernmental:											
Federal Grants & Reimbursements	16					971,768			971,768	3,664,066	727,468
Road Use Taxes	17		1,170,686						1,170,686	1,209,879	0
Other State Grants & Reimbursements	18	232,416	68,979	0	14,885	0		0	316,280	743,828	9,506,272
Local Grants & Reimbursements	19	70,470				10,000			80,470	333,981	65,870
Subtotal - Intergovernmental (lines 16 thru 19)	20	302,886	1,239,665	0	14,885	981,768		0	2,539,204	5,951,754	10,299,610
Charges for Fees & Service:											
Water Utility	21							2,035,084	2,035,084	1,966,499	1,708,042
Sewer Utility	22							2,051,767	2,051,767	1,991,525	1,899,791
Electric Utility	23							0	0	0	0
Gas Utility	24							0	0	0	0
Parking	25							0	0	0	0
Airport	26							0	0	0	0
Landfill/Garbage	27							1,391,784	1,391,784	1,351,266	1,261,232
Hospital	28							0	0	0	0
Transit	29							0	0	0	0
Cable TV, Internet & Telephone	30							0	0	0	0
Housing Authority	31							0	0	0	0
Storm Water Utility	32							383,199	383,199	371,902	353,266
Other Fees & Charges for Service	33	466,721						0	466,721	458,197	385,740
Subtotal - Charges for Service (lines 21 thru 33)	34	466,721	0		0	0	0	5,861,834	6,328,555	6,139,389	5,608,071
Special Assessments	35								0	0	0
Miscellaneous	36	1,258,293	353,263		0	34,000	3,000	254,210	1,902,766	1,677,627	2,256,455
Other Financing Sources:											
Regular Operating Transfers In	37	385,856	214,640		1,187,236	760,791	0	0	2,548,523	3,371,006	5,072,144
Internal TIF Loan Transfers In	38	0	335,611		1,246,173	445,831	0	169,897	2,197,512	2,279,290	1,998,112
Subtotal ALL Operating Transfers In	39	385,856	550,251	0	2,433,409	1,206,622	0	169,897	4,746,035	5,650,296	7,070,256
Proceeds of Debt (Excluding TIF Internal Borrowing)	40							685,000	685,000	4,125,120	425,000
Proceeds of Capital Asset Sales	41							0	0	0	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42	385,856	550,251	0	2,433,409	1,206,622	0	854,897	5,431,035	9,775,416	7,495,256
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43	5,962,397	5,286,444	2,658,934	2,780,681	2,222,390	3,000	7,007,191	25,921,037	32,873,978	34,757,974
Beginning Fund Balance July 1	44	2,234,838	4,193,252	438,790	133,005	1,819,346	527,105	2,843,600	12,189,936	12,964,799	14,107,150
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45	8,197,235	9,479,696	3,097,724	2,913,686	4,041,736	530,105	9,850,791	38,110,973	45,838,777	48,865,124

**CITY OF Grinnell**  
**ADOPTED BUDGET SUMMARY**  
**YEAR ENDED JUNE 30, 2021**

**Fiscal Years**

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2021 (J)	RE-ESTIMATED 2020 (K)	ACTUAL 2019 (L)
<b>Revenues &amp; Other Financing Sources</b>											
Taxes Levied on Property	1	2,605,786	1,393,338		325,625	0			4,324,749	4,019,405	4,034,947
Less: Uncollected Property Taxes-Levy Year	2	0	0		0	0			0	0	0
Net Current Property Taxes	3	2,605,786	1,393,338		325,625	0			4,324,749	4,019,405	4,034,947
Delinquent Property Taxes	4	0	0		0	0			0	0	0
TIF Revenues	5			2,655,934					2,655,934	2,630,972	2,218,739
Other City Taxes	6	848,780	1,727,260		3,762	0			2,579,802	2,485,523	2,417,033
Licenses & Permits	7	4,050	0					0	4,050	5,550	8,132
Use of Money and Property	8	90,025	22,667	3,000	3,000	0	0	36,250	154,942	188,342	419,731
Intergovernmental	9	302,886	1,239,665	0	14,885	981,768		0	2,539,204	5,951,754	10,299,610
Charges for Fees & Service	10	466,721	0		0	0	0	5,861,834	6,328,555	6,139,389	5,608,071
Special Assessments	11	0	0		0	0		0	0	0	0
Miscellaneous	12	1,258,293	353,263		0	34,000	3,000	254,210	1,902,766	1,677,627	2,256,455
Sub-Total Revenues	13	5,576,541	4,736,193	2,658,934	347,272	1,015,768	3,000	6,152,294	20,490,002	23,098,562	27,262,718
<b>Other Financing Sources:</b>											
Total Transfers In	14	385,856	550,251	0	2,433,409	1,206,622	0	169,897	4,746,035	5,650,296	7,070,256
Proceeds of Debt	15	0	0	0	0	0		685,000	685,000	4,125,120	425,000
Proceeds of Capital Asset Sales	16	0	0	0	0	0	0	0	0	0	0
Total Revenues and Other Sources	17	5,962,397	5,286,444	2,658,934	2,780,681	2,222,390	3,000	7,007,191	25,921,037	32,873,978	34,757,974
<b>Expenditures &amp; Other Financing Uses</b>											
Public Safety	18	2,175,284	395,310	0			0		2,570,594	2,405,600	2,200,218
Public Works	19	142,953	1,451,231	0			0		1,594,184	1,546,315	2,577,929
Health and Social Services	20	2,000	0	0			0		2,000	2,000	1,000
Culture and Recreation	21	1,580,939	15,000	0			0		1,595,939	1,579,224	1,413,003
Community and Economic Development	22	700,829	278,050	458,422			0		1,437,301	1,265,818	889,832
General Government	23	963,856	1,290,021	0			0		2,253,877	2,170,304	2,161,103
Debt Service	24	0	0	0	2,560,956		0		2,560,956	2,642,914	2,541,716
Capital Projects	25	0	0	0		2,208,522	0		2,208,522	6,882,699	5,491,243
Total Government Activities Expenditures	26	5,565,861	3,429,612	458,422	2,560,956	2,208,522	0		14,223,373	18,494,874	17,276,044
Business Type Proprietary: Enterprise & ISF	27							6,044,697	6,044,697	9,503,671	11,554,025
Total Gov & Bus Type Expenditures	28	5,565,861	3,429,612	458,422	2,560,956	2,208,522	0	6,044,697	20,268,070	27,998,545	28,830,069
Total Transfers Out	29	150,000	1,649,592	2,197,512	201,791	30,000	0	517,140	4,746,035	5,650,296	7,070,256
Total ALL Expenditures/Fund Transfers Out	30	5,715,861	5,079,204	2,655,934	2,762,747	2,238,522	0	6,561,837	25,014,105	33,648,841	35,900,325
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	31 32	246,536	207,240	3,000	17,934	-16,132	3,000	445,354	906,932	-774,863	-1,142,351
Beginning Fund Balance July 1	33	2,234,838	4,193,252	438,790	133,005	1,819,346	527,105	2,843,600	12,189,936	12,964,799	14,107,150
Ending Fund Balance June 30	34	2,481,374	4,400,492	441,790	150,939	1,803,214	530,105	3,288,954	13,096,868	12,189,936	12,964,799

**LONG TERM DEBT SCHEDULE**  
**GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS**  
**PAGE 1**

City Name: Grinnell

Fiscal Year  
2021

GO - TOTAL	2,210,000	348,705	2,558,705	2,250	0	2,231,568	329,387
NON-GO TOTAL	0	0	0	0	0	0	0
GRAND TOTAL	2,210,000	348,705	2,558,705	2,250	0	2,231,568	329,387

Debt Name (A)	Amount of Issue (B)	Type of Debt Obligation (C)	Debt Resolution Number (D)	Principal Due FY 2021 (E)	Interest Due FY 2021 (F)	Total Obligation Due FY 2021 =(G)	Bond Reg./ Paying Agent Fees Due FY 2021 +(H)	Reductions due to Refinancing or Prepayment of Certified Debt -(I)	Paid from Funds OTHER THAN Current Year Debt Service Taxes -(J)	Amount Paid Current Year Debt Service Levy =(K)
(1) GO CAP LN 2009 (LOST I REF)	5,995,000	GO	2014-120	715,000	118,313	833,313	450	0	631,972	201,791
(2) GO CAP LN 2009 (LOST III)	1,900,000	GO	3553	65,000	29,323	94,323	450	0	94,773	0
(3) GO URB RENEWAL BD 2013 B	3,720,000	GO	2013-115	610,000	58,005	668,005	450	0	639,503	28,952
(4) GO BOND SERIES 2016A	7,460,000	GO	2016-113	670,000	110,770	780,770	450	0	781,020	200
(5) GO BOND URBAN RENEWAL NOTE SERIES 2018	700,000	GO	2018-57	65,000	18,850	83,850	450	0	84,300	0
(6) GO CAPITAL LOAN NOTES	425,000	GO	2019-27	85,000	13,444	98,444	0	0	0	98,444
(7)		NO SELECTION				0				0
(8)		NO SELECTION				0				0
(9)		NO SELECTION				0				0
(10)		NO SELECTION				0				0
(11)		NO SELECTION				0				0
(12)		NO SELECTION				0				0
(13)		NO SELECTION				0				0
(14)		NO SELECTION				0				0
(15)		NO SELECTION				0				0
(16)		NO SELECTION				0				0
(17)		NO SELECTION				0				0
(18)		NO SELECTION				0				0
(19)		NO SELECTION				0				0
(20)		NO SELECTION				0				0
(21)		NO SELECTION				0				0
(22)		NO SELECTION				0				0
(23)		NO SELECTION				0				0
(24)		NO SELECTION				0				0
(25)		NO SELECTION				0				0
(26)		NO SELECTION				0				0
(27)		NO SELECTION				0				0
(28)		NO SELECTION				0				0
(29)		NO SELECTION				0				0
(30)		NO SELECTION				0				0
<b>TOTALS</b>				2,210,000	348,705	2,558,705	2,250	0	2,231,568	329,387

**RESOLUTION NO. 2020-68**

A RESOLUTION APPROVING THE REVISED AGREEMENT BY AND BETWEEN THE CITY OF GRINNELL AND MIDWEST AMBULANCE OF IOWA, INC. FOR AMBULANCE SERVICE.

**WHEREAS**, the City of Grinnell entered into an agreement with Midwest Ambulance of Iowa, Inc. as an independent contractor to provide ambulance services on January 20, 2020; and

**WHEREAS**, the City of Grinnell wishes to amend the agreement with Midwest Ambulance; and

**WHEREAS**, the terms and conditions of said service have been agreed upon and accepted by all parties involved; and

**WHEREAS**, the City, acting pursuant to Chapter 364 of the 2013 Code of Iowa (as amended) desires to attain reliable ambulance services for its citizens; and,

**NOW, THEREFORE, BE IT RESOLVED BY** the City Council of the city of Grinnell that authorization is given to allow Mayor Agnew to sign said Ambulance Agreement.

PASSED AND APPROVED THIS 30th day of April 2020.

\_\_\_\_\_  
DAN F. AGNEW, MAYOR

ATTEST:

\_\_\_\_\_  
ANNMARIE WINGERTER, CITY CLERK

**Amended and Restated Agreement for the Provision of Emergency  
Medical Services between the City of Grinnell, Iowa and Midwest  
Ambulance of Iowa, Inc.**

This Amended and Restated Agreement for the Provision of Emergency Medical Services ("Agreement") is made this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2020, between the City of Grinnell, Iowa, ("City") and Midwest Ambulance of Iowa, Inc., ("Midwest").

**RECITALS**

WHEREAS, the City and Midwest previously entered into an Agreement for the Provision of Emergency Medical Services on DATE ("Original Agreement"); and

WHEREAS, the City and Midwest now desire to amend and restate the Original Agreement in its entirety in order to modify certain aspects of the Original Agreement.

This Agreement is entered into by and between the city of Grinnell, here in after referred to as the City and Midwest Ambulance Service of Iowa, Inc. here in after referred to as Midwest.

WHEREAS, the City, acting pursuant to Chapter 364 of the 2019 Code of Iowa desires to attain competent and reliable emergency medical services (EMS) for its citizens and the citizens of the service territory detailed in this Agreement.

WHEREAS, Midwest desires and has the ability to provide competent and reliable EMS to the service territory;  
NOW, ~~TEHRE~~THEREFORE, IT IS HEREBY AGREED by and between the City and Midwest as follows:

**1. DEFINITIONS.**

BASIC - SERVICE AMBULANCE shall mean ambulances equipped to provide 'basic emergency medical care' as defined in Iowa Administrative Code 641-Chapter 132 (2019)

FIRST OUT OR FIRST AMBULANCE shall mean an ambulance staffed and equipped to respond first and immediately to an emergency call.

SECOND OUT OR SECOND AMBULANCE shall mean an ambulance equipped to respond to an emergency call in the event the First Out Ambulance is unavailable.

CUSTOMERS shall mean those people or legal entities financially responsible for particular EMS calls or services.

EMERGENCY SERVICE CALLS shall not include non-emergency transfers to out of area hospitals.

**2. TERMS OF RELATIONSHIP.**

It is fully and completely understood by and between the parties that Midwest is an independent

contractor and the City, by entering into this agreement and subsidizing Midwest operations in the service territory has an ongoing responsibility to monitor the work of Midwest as outlined in this agreement. City agrees that by subsidizing Midwest, it has neither directly nor indirectly, any control of Midwest and that any actions on the part of Midwest are solely the actions of ~~the Ambulance Service~~ Midwest and City shall not in any way enter into the operations of, or services rendered by, Midwest.

The City shall solely establish the Service Territory of this Agreement (Attachment A - Map of Service Territory) and minimum level of service provided within the service territory. All communications regarding the service territory and services provided shall be solely between the City and Midwest. Midwest shall honor the Service Territory and may only provide service outside the territory with staff and equipment assigned to this Agreement with prior written approval of the City, except as permitted in the agreement for mutual aid. If for any reason the Service Territory is altered either party can request renegotiating the terms of the entire Agreement.

### 3. EQUIPMENT.

Midwest shall provide a minimum of two (2) ambulances stationed in the corporate limits of Grinnell. The ambulances shall be equipped and meet the minimum level of service as specified in Article 4 of this Agreement.

Midwest shall properly maintain these ambulance units in accordance with applicable federal, and state laws. The City agrees that a vehicle may be out of service for repairs for as long as ~~4~~ (four (4)) days but at no time may Midwest have less than ~~1~~ (one (1)) vehicle in service. If a vehicle is out of service for more than four (4) days, Midwest shall provide a replacement vehicle within 24 hours of the end of the four (4) day period. Once 4 (four) days is exceeded a replacement vehicle must be provided within 24 hours of a unit going out of service.

Said ambulances shall be stored in the Grinnell Public Safety Building and maintained at the expense of Midwest. Midwest shall be responsible for maintaining the cleanliness and good mechanical condition of the ambulances at all times. The City agrees to provide ~~two~~ (2) parking spots ~~inside~~ the Grinnell Public Safety Building for Midwest's ambulances.

The City may inspect ambulances, equipment, and facilities ~~with a reasonable notice at any time~~, for the purposes of determining that they are in good mechanical condition and resources are appropriate for servicing the agreement. Midwest shall be responsible for stocking and replenishing all medical or other supplies in the ambulances for the provision of services included in this Agreement. Reasonable notice shall be 4 (four) hours during the hours of 8:00 a.m. to 5:00 p.m. and 12 (twelve) hours if an inspection is to occur outside those hours. These inspections shall be initiated by the Grinnell City Manager but may be completed by either the City Manager or an appropriate designee.

### 4. PERSONNEL.

Midwest shall render prompt ambulance service during the period covered by this Agreement and shall staff the ambulance with an adequate number of personnel qualified as Emergency Medical Technicians and under the following conditions:

#### 'First Out' Ambulance Staffing

- a) Midwest shall staff the 'First Out' ambulance at a minimum classification of Basic Level Care, 24 hours a day, 7 days a week.
- b) The Midwest personnel who staff the 'First Out' ambulance shall be stationed with the ambulance on duty.
- ~~c) In the event the 'First Out' ambulance is on a medical call and another emergency call for service is requested, Midwest shall attempt to call in additional staff to respond to the call. In the event that Midwest is unable to have a crew available in a reasonable amount of time, Midwest will then immediately notify dispatch.~~
- c) The 'First Out' ambulance ~~nor its staff shall~~ and its staff shall not be used for non-emergency transports that do not end or originate in the service territory. The 'First Out' ambulance shall not be used for calls originating from Grinnell Regional Medical Center.

#### 'Second Out' Ambulance Staffing

- a) In the event the 'First Out' ambulance is on a medical call and another emergency call for service is requested, Midwest shall staff the 'Second Out' ambulance if it has a crew immediately available. If Midwest does not have a crew immediately available, Midwest shall notify the City's Fire Department. The City's Fire Department shall staff the 'Second Out' ambulance if they have the personnel available to do so. If the City's Fire Department does not have personnel available to staff the 'Second Out' ambulance, Midwest shall then immediately notify dispatch.
- b) It is understood and agreed that the City's Fire Department personnel who may provide EMS services in the 'Second Out' ambulance shall at all times remain the employees of the City and shall be subject to the Fire Department's command and operations structure. Fire Department Personnel shall follow the City's EMS protocols.
- c) Midwest shall pay the City for the services performed by the City's Fire Department personnel at the rate of \$120 per call. Such payment shall be made within 30 days of receipt of invoice from the City.

#### General Staffing Requirements

- a) Only one of the ambulances assigned to the Service Territory may be out of the Service Territory for non-emergency transports at any time unless the City is first notified. Midwest shall notify an on duty fire fighter.
- b) Midwest agrees to use the resources that are a part of this Agreement to provide EMS to the Service Territory unless service is provided outside the Service Territory as part of a written mutual aid agreement or a tier agreement approved in writing by the City.
- c) Midwest shall not perform transports with equipment or personnel assigned to this ~~contract~~ Agreement, that do not originate in the Service Territory without approval from the City. This does not include work done as part of a written mutual aid agreement.

#### **5. SUBSIDY AND PAYMENTS.**

Midwest agrees to fulfill the terms of this Agreement from February 1, 2020 to January 31, 2025 and shall be paid by the City as follows:

February 1, 2020 to January 31, 2021. (270,000.00). Payments shall be made monthly in twelve equal installments of(22,500.00).

February 1, 2021 to January 31, 2022. (284,750.00). Payments shall be made monthly in twelve equal installments of(23,729.17).

February 1, 2022 to January 31, 2023. (300,237.50). Payments shall be made monthly in twelve equal installments of (25,019.79).

February 1, 2023 to January 31, 2024. ~~{316,499.00}~~ Payments shall be made monthly in twelve equal installments of (26,374.92).

February 1, 2024 to January 31, 2025. ~~{333,574.34}~~. Payments shall be made monthly in twelve equal installments of (27,797.86).

Payments are due ~~the~~ by the 10th of each month with the first payment for this Agreement~~contract~~ due February 10, 2020.

The foregoing payments shall constitute a subsidy to Midwest by the City as assistance to Midwest to perform the services set forth in this Agreement, and that said subsidy has been established as an effort to make this operation profitable for Midwest allowing them to offset the cost of personnel and equipment needed to staff, maintain, and operate an ambulance service in the Grinnell area.

#### 6. CHARGES.

Midwest shall charge Customers based on a schedule of fees, including charges for supplies and drugs, which have been established by Midwest and which must be provided to the Grinnell City Manager annually no later than January 31st and are automatically made part of this Agreement once received by the City. It is understood that charges for drugs and supplies may change through the course of the year. These charges will apply even where the City's Fire Department personnel are staffing the 'Second Out' ambulance.

It is understood and agreed by the parties that said charges, (the rates are set forth in the current schedule of fees -Attachment B to this Agreement) shall be billed, collected, and retained by Midwest as substantial compensation for its cost of operation. The City is not responsible for charges or collections. City agrees to allow Midwest to re-negotiate the subsidy above in the event the actions taken by the federal, state, or local government, or their respective agencies, would substantially reduce the amount of monies which could reasonably be expected to be collected from Customers of Midwest, or would cause sufficient increases in operational expenses so as to adversely affect profitability for Midwest. The City also has the right to negotiate if their revenues or expenditures are substantially impacted by actions taken by the federal, or state government, or their respective agencies.

Midwest agrees to provide ambulance service to all city employees that may require assistance while on duty at no charge. This includes all volunteer fire fighters, police reserves, or other persons receiving hourly or salary compensation for their work. This does not include any employees working solely on a contractual basis.

#### 7. RECORDS.

Midwest shall insure that a record is kept of the following: the time a call is received, the time Midwest arrives at the scene, the time on scene/the time the ambulance leaves the scene for the hospital, the time of arrival at the hospital, and the time the ambulance is back in service.

As a part of this Agreement, Midwest agrees to have all emergency response dispatched via the Poweshiek County Dispatch Center. Both parties agree to coordinate this with the Poweshiek County Sheriff's Office as they are charged with the management and oversight of the dispatch operations. Ultimately, Midwest is responsible for the maintenance of the equipment necessary for their staff to communicate effectively with the Poweshiek County Dispatch Center.

Subject to the limitations of HIPAA and other federal and state privacy laws, Midwest agrees to provide the City the following reports on an annual basis: Statistical Data—Data including, the average response time from time of dispatch until the ambulance arrives on-scene, the average response time from the time of the dispatch until the ambulance is en-route, and the average time the ambulance is on-scene until the ambulance is departing the scene. All information provided to the City is subject to HIPAA and other federal and state privacy laws.

Information maintained in Midwest's records pertaining to the identity, condition, or treatment of patients is confidential and not subject to inspection by non-Midwest personnel.

In providing EMS services under this Agreement, the City's Fire Department Personnel shall use their own reporting software but shall share such information as is necessary for Midwest to bill for the services provided.

#### **8. RENT AND TERMS OF OCCUPANCY.**

Both the City and ~~Ambulance—Service~~Midwest agree to work in good faith to locate ~~Ambulance Service~~Midwest in the Grinnell Public Safety Building. Midwest will pay the City \$1 annually for rent and utilities. A building site plan showing the areas of joint occupancy and sole occupancy by ~~Ambulance Service~~Midwest is made part of this Agreement as Attachment C.

All employees or representatives of Midwest must submit to a fingerprint background check conducted by the Grinnell Police Department. These background checks will be reviewed by the Grinnell Chief of Police. The City shall solely determine, based on the findings of the check, whether or not a particular Midwest employee shall be allowed to work in the Grinnell Public Safety Building. It is understood and agreed that Midwest shall be allowed to have employees work within the Grinnell Public Safety Building temporarily until a determination is made on the findings of the background check. A guidance policy regarding this matter is included as Attachment D for reference.

Midwest shall be responsible to keep all areas it occupies solely in a clean and orderly manner consistent with the standard of care established throughout the Grinnell Public Safety Building. The care and cleaning of the following joint occupancy areas shall be the responsibility of Midwest:

- Female locker rooms.
- All hallways on the fire department side of the building.
- Exercise room, cleaned daily, in exchange for Midwest employee ~~eruy~~access.

The City shall provide all necessary cleaning supplies and equipment.

As allowed by City Code, Midwest may install up to one sign on the property with their company designation. This sign size, design, location, and style must be approved in advance by the City Manager.

All conflicts related to co-location of Midwest in the Grinnell Public Safety Building should first be discussed between the City Manager and the Midwest Chief Operating Officer or Chief Executive Officer. The City Manager shall review the matter and order action appropriate to resolve the matter. No employee of the City or Midwest shall talk negatively about any others' performance unless a complaint has been submitted in writing to the City Manager and Midwest Chief Operating Officer. This would not pertain to discussions taking place as part of official city meetings.

Midwest will have the right to install security monitoring systems in all locations in which Midwest has rented space. It is understood that Midwest has leased the areas defined in this ~~Agreement~~ contract and that such monitoring, reports, supplies, equipment, and all other property of Midwest is owned solely by Midwest and is not subject to public record requests, or other inspections not permitted under the law. All installations must be pre-approved by the Police Chief or Fire Chief to ensure that there is no harm to the City's security system or the integrity of the building.

Midwest employees are expected to be in uniform while on duty or responding to calls for service. Midwest employees shall also be expected to be in uniform while using joint occupancy or common areas of the Public Safety Building at all times with the exception of the exercise room, visits to the restrooms and other trips of short duration. Even these exceptions require good judgment.

#### **9. RENEGOTIATION.**

In order to enable Midwest and the City to make arrangements for the continuation of EMS, it is agreed that the parties will renegotiate and execute any new Agreement no less than six (6) months in advance of the expiration of this Agreement, unless both the City and Midwest mutually agree to other timelines.

Midwest and the City agree that this Agreement may be extended, modified, or renegotiated at any time subject to mutual agreement of the parties. The City shall have unilateral authority to cancel this Agreement under the provisions set forth in Paragraph 11 below.

If no action is taken by either party to this Agreement to cancel, extend, modify or renegotiate this Agreement as described in this Agreement, this Agreement shall terminate January 31, 2025.

Midwest designates their company President as their representative on whom notice shall be served and who shall be notified of any breaches or deficiencies in this Agreement and the City designates the Grinnell City Manager as their designee on whom notice shall be served and who shall be notified of any breaches or deficiencies in this Agreement. City shall be notified at the City Offices of Grinnell, Iowa attention City Manager, 520 4th Avenue, Grinnell, Iowa 50112. Midwest shall be notified at 1229 Ohio St, Des Moines, Iowa 50314.

#### **10. LIABILITY.**

Employees or volunteers of either Party acting pursuant to this Agreement shall be considered as acting

under the lawful orders and instructions pertaining to their employment or volunteer status with such Party. Under no circumstances are employees or volunteers of one Party to be considered employees or volunteers of the other Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this Agreement.

Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the other Party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or the death of or injury to private persons, arising from services of response rendered pursuant to this Agreement.

Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.

This Section shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

#### **11. ~~INSURANCE AND INDEMNIFICATION.~~**

Midwest agrees to maintain proper worker's compensation insurance as to any employed personnel. Midwest further agrees to maintain automobile liability and property damage insurance on all of its ambulances or any back-up units used by Midwest in the amount of not less than one million dollars (\$1,000,000.00) per combined single occurrence (each accident). Midwest agrees to maintain general liability insurance and professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence covering the operation of the EMS and its personnel.

~~Midwest does hereby agree to indemnify and hold harmless the City, its Mayor and City Council members, officers, and employees, from any and all claims and liabilities of any type or nature whatsoever, for damages to, loss of, or the destruction of any property or person or persons, which may now or hereafter arise out of, or result from the operations of Midwest and the providing of service incident to or pursuant to this Agreement.~~

~~Likewise, the City shall be solely liable for its own negligence and/or negligence of its employees, agents~~

~~and/or designees. The City agrees to indemnify and hold harmless Midwest, its officers, employees from any and all claims, demands, actions, or causes of action occasioned by the negligence or fault of the City, its contractors, agents, officers, or employees in rendering services under this agreement; provided however this provision does not abrogate any immunity granted to the City by law.~~

## 12. PROOF OF INSURANCE.

Midwest shall provide the City a Certificate of Insurance as evidence that the insurance described in Paragraph 10 above is in force and effect upon the City's request. The failure of Midwest to supply the Certificate of Insurance in a timely fashion or failure by Midwest to have the insurance in force and affect at any time during this Agreement for whatever reasons that may have occurred, shall constitute sufficient grounds upon which the City may unilaterally and independently cancel this Agreement by serving written notice of cancellation on Midwest at their business office.

## ~~10-13.~~ DISCRIMINATION.

Midwest shall not discriminate their provision of service because of race, creed, color, religion, national origin, sex, age, financial status, gender, gender identity, marital status, sexual orientation, military status or physical or mental disabilities in any of its Grinnell activities or operations.

## ~~11-14.~~ MUTUAL AID.

Midwest may enter into mutual aid agreements or contracts with other EMS providers and shall attempt to initiate said agreements. Any mutual aid or tiering agreements shall be in writing and executed by both parties. Copies of these executed agreements shall be provided to the City.

## ~~12-15.~~ DISPATCHING.

Midwest agrees that emergency dispatching shall be done via the Poweshiek County Dispatch Center. Midwest shall Install and pay for its own phones, communication systems, and have a business number(s) and accept calls at these numbers. City requires that Midwest advertise, encourage, and promote the use of 911 as the proper number of emergency EMS calls. Midwest agrees to provide the training necessary for their employees to work effectively within the Poweshiek County dispatch system.

## ~~13-16.~~ TERMINATION.

If either party materially breaches this AgreementContract, the other party may terminate the AgreementContract provided that it notifies the breaching party by certified mail of the specific breach(s) and allows the breaching party the opportunity to cure the breach(s) within sixty (60) days of the receipt of notice. If the breach~~(s)~~ has/have not been cured within (60) days of receipt of notice, the AgreementContract may be terminated without further notice.

Notwithstanding the foregoing, the AgreementContract may be terminated without prior notice If Midwest is unable to provide the level of service required in Section 4 above. Nothing contained herein shall authorize the City to terminate this AgreementContract for any reason other than uncured breach of contractor-Midwest or as stated elsewhere in this Agreement as specified in section 11.

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In the event of a termination of this Agreement due to a breach by the City, the City agrees to pay, as liquidated damages and not as a penalty the following:

If the breach occurs during the first year of the agreement - 100% of all monthly subsidies from the time of the breach through the remainder of the agreement to Midwest.

If the breach occurs during the second year of the agreement - 90% of all monthly subsidies remaining on the agreement to Midwest.

If the breach occurs during the third year of the agreement - 80% of all monthly subsidies remaining on the agreement to Midwest.

If the breach occurs during the fourth year of the agreement - 75% of all monthly subsidies remaining on the agreement to Midwest.

If the breach occurs during the fifth year of the agreement - 70% of all monthly subsidies from the time of the breach through the remainder of the agreement to Midwest.

In the event of a dispute between the parties in connection with or relating to this Agreement, such dispute shall be resolved as follows:

A. The parties shall first meet and attempt in good faith to resolve the dispute within ten (10) days after written notice to each party.

B. If such meeting is unsuccessful, the parties shall meet in mediation and attempt in good faith to resolve the dispute within ten (10) days after the meeting described above. Each party shall select one mediator and both mediators will select a third mediator. If both parties cannot agree to the selection of the three mediators the matter may be referred to the courts. Unsuccessful mediation may also be referred to the courts.

C. The substantially prevailing party in any court action shall be entitled to reimbursement by the opposing part of its costs and expenses of court action including, but not limited to, reasonable attorney's fees, court fees, and expert witness fees incurred as a result of such proceeding; or action.

Midwest shall have the right to terminate this Contract Agreement upon sixty (60) days written notice due to rate changes by, but not limited to, Wellmark, Medicaid, Medicare or other insurers causing Midwest to operate at a loss for three (3) consecutive months. Midwest shall provide accounting to the City in advance of, and prior to, the sixty (60) days' notice to confirm such losses.

13-17. DISCLOSURE - As required by Public Law 960499 (Omnibus Reconciliation Act of 1980):

A. Until the expiration of four (4) years after the furnishing of such services pursuant to such Agreement Contract, Midwest shall make available, upon written request of the Secretary, or on request of the Comptroller General, any records of Midwest related to Midwest's operations in the city

of Grinnell, Iowa, that are necessary to certify the nature and extent of such costs, and

B. If Midwest carries out any of the duties of the ~~Contract Agreement~~ through a subcontract, with a value of cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such ~~subc~~Contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such a Subcontract, the related organization shall make available, upon the request of the Comptroller General, or any of their duly authorized representatives, the Subcontract, books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

**14-18. LAWS.**

This agreement shall be construed in accordance with the laws of the State of Iowa.

**15-19. AUTHORIZATION.**

The signers of this document warrant they are acting officially and properly on behalf of their respective institutions and have been duly authorized and empowered to execute this agreement in accordance with all state laws and requirements. The City shall be responsible for all filing requirements of this agreement with the Secretary of State and any other agency(s) as required by law.

**16-20. ENTIRE AGREEMENT.**

This Agreement, including any Appendices hereto, constitutes the sole and only agreement of the parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each party has relied only on any written representations contained herein.

**17-21. AMENDMENTES.**

No agreement or understandings varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both parties.

**18-22. ASSIGNMENT.**

This Agreement may be assigned by a party upon the written approval of the other party, which shall not be unreasonably withheld. Written approval is not required in the event a party is sold or acquired by a successor entity or in the event of a change of ownership, although notice of such a transaction shall be given to the other party within thirty (30) days after the effective date of such transaction. This Agreement shall be binding upon all successors and assigns.

**19-23. CONSTRUCTION AND COMPLIANCE.**

a. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by any court or by the Office of Inspector General (OIG) of the United States Department of Health and Human Services to be invalid, illegal, or unenforceable in any respect, such Invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

b. Compliance. The parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. Insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

c. Notification of Actual or Potential Violation of Law. If either party becomes aware of any actual or potential violations by the other party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other party.

THIS EMS-AMENDED AND RESTATED AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by the City and Midwest shall become effective on \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

Mayor

City Clerk

\_\_\_\_\_

\_\_\_\_\_

President – Midwest

Secretary – Midwest