



**Grinnell FINANCE COMMITTEE Meeting
MONDAY, DECEMBER 2, 2019 AT 7:00 A.M.
IN THE LARGE CONFERENCE ROOM ON THE 2ND FLOOR
OF THE CITY HALL**

TENTATIVE AGENDA

ROLL CALL: Wray (Chair), White, Bly.

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Discuss time for February 3, 2020 Council Meeting.
2. Consider resolution for monthly internal transfers of funds (See Resolution No. 2020-1).
3. Consider resolution for monthly transfers of funds for trust and agency (See Resolution No. 2020-2).
4. Discuss EMS.

INQUIRIES:

ADJOURN:

RESOLUTION NO. 2020-1

RESOLUTION FOR MONTHLY INTERNAL TRANSFER FUNDS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA:

The following transfer is hereby authorized:

FROM FUND

001.4-950.4.6790 GENERAL - \$ 37,955.16

TO FUND:

003-3.410.3.4790 GENERAL LIBRARY - \$ 37,955.16

PURPOSE OF TRANSFERS

To generate funds for January 2020 expenses incurred by Library per budget as approved by council with city claims for December.

PASSED AND APPROVED this 6th day of January, 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

RESOLUTION NO. 2020-2

RESOLUTION TO TRANSFER FUNDS MONTHLY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA:

The following monthly transfer is hereby authorized:

FROM:

112 TRUST & AGENCY	Monthly Transfer	\$ 12,662.54
610 WATER	Monthly Transfer	1,277.80
620 SEWER	Monthly Transfer	879.55
630 STORM WATER	Monthly Transfer	178.23
670 SOLID WASTE	Monthly Transfer	1,241.77
		\$ 16,239.89

TO:

138 MEDICAL INSURANCE RESERVE	\$16,170.84
140 HEALTH INSURANCE ESCROW	69.05
	\$16,239.89

PURPOSE OF TRANSFERS

For medical insurance reserve and police/fire work comp monthly transfers as budgeted for FY20.

PASSED AND APPROVED this 6th day of January, 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

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

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 2013 Code of Iowa (as amended here and in all future references to 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, TEHEREFORE, 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.

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 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) days but at no time may Midwest have less than 1 (one) vehicle in service. 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 2 parking spots inside the Grinnell Public Safety Building for ambulances.

The City may inspect ambulances, equipment, and facilities with a reasonable notice, for the purposes of determining that they are in good mechanical condition and resources are appropriate for servicing the 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:

- 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.
- d) The 'First Out' ambulance nor its staff shall 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.
- e) 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.

- f) 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.
- g) Midwest shall not perform transports with equipment or personnel assigned to this contract, 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.

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. (295,000). Payments shall be made monthly in twelve equal installments of (24,583.33).

February 1, 2021 to January 31, 2022. (309,750). Payments shall be made monthly in twelve equal installments of (25,812.50).

February 1, 2022 to January 31, 2023. (325,237.50). Payments shall be made monthly in twelve equal installments of (27,103.13).

February 1, 2023 to January 31, 2024. (341,499.38) Payments shall be made monthly in twelve equal installments of (28,458.28).

February 1, 2024 to January 31, 2025. (358,574.34). Payments shall be made monthly in twelve equal installments of (29,881.20).

Payments are due the by the 10th of each month with the first payment for this 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.

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 ~~and county~~ 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.

8. RENT AND TERMS OF OCCUPANCY

Both the City and Ambulance Service agree to work in good faith to locate Ambulance Service in the Grinnell Public Safety Building. Midwest will pay the City \$25,000 annually for rent and utilities. Monthly payments of \$2,083.33 will be paid by the 10th of each month. A building site plan showing

the areas of joint occupancy and sole occupancy by Ambulance Service 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 and the City Manager. Copies will also be provided to Midwest. 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 ~~only~~ 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 Grinnell Fire Chief and the onsite Midwest manager. Even if resolved at this stage a written record of the matter including the agreement of the parties shall be kept and provided to the City Manager and Midwest Chief Operating Officer for the Agreement file signed by both the Fire Chief and onsite Midwest manager. Any conflicts not resolved at this stage shall be written up with substantial detail by the complainant and submitted in writing to the City and Midwest designees listed previously by electronic mail with receipt verified. 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 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. RENEGOTITION

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. 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.

11. 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.

12. DISCRIMINATION

Midwest shall not discriminate their provision of service because of race, creed, color, religion, national origin, sex, age, financial status, or physical or mental disabilities.

13. 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.

14. 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.

15. TERMINATION

If either party materially breaches this Contract, the other party may terminate the Contract 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 Contract may be terminated without further notice.

Notwithstanding the foregoing, the Contract 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 Contract for any reason other than uncured breach of contractor as specified in section 11.

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, action.

Midwest shall have the right to terminate this Contract 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.

16. 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 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 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 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.

17. LAWS

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 AGREEMENT, entered into this 6th day of January 2020, by the City and Midwest shall become effective on February 1, 2020.

Mayor

President

City Clerk

Secretary