

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
November 20 - 26, 2023

Tuesday, November 21, 2023

Special Board Meeting - 4:00 pm
Board Room, 1st Floor, Administrative Center In-Person & WebEx - CANVASS of VOTES

The public may join this meeting in person OR by phone/computer/app by using the information below. Contact 563-326-8702 with any questions.

TO JOIN BY PHONE 1-408-418-9388

ACCESS CODE: 2486 912 7813 PASS CODE: 1234

OR you may join via Webex. Go to www.webex.com and JOIN meeting using the same Access Code and Pass Code above.

See the Webex Instructions in packet for a direct link to the meeting.

___ 1. Roll Call: Maxwell, Paustian, Rawson, Beck, Dickson

___ 2. Canvass of Votes Second Tier.

Moved by ___ Second by ___

Maxwell ___ Paustian ___ Rawson ___ Beck ___ Dickson ___

___ 3. Adjourned. Moved by ___ Seconded by ___

Committee of the Whole - 4:05 pm
Board Room, 1st Floor, Administrative Center **In-Person & Webex**

Same WebEx Information for: Canvass of Votes 4PM, Committee of the Whole 4:05PM and Board Meeting 4:30PM

___ 1. Roll Call: Maxwell, Paustian, Rawson, Beck, Dickson

___ 2. Public Comment as an Attendee.

By Phone:

*3 to raise/lower hand, *6 to unmute (host must unmute you first)

By Computer:

Bottom right of screen, you will find Participants and Chat, in this area you will find the hand icon, use the hand icon to raise and lower your hand.

Facilities & Economic Development

___ 3. Purchase of a Tomcat Ride-On Scrubber for \$21,295.71 from Great Western Supply. (Item 03) Consent Agenda Consideration.

- ___ 4. Professional Services for Jail Management System Procurement. (Item 04) Consent Agenda Consideration

Human Resources

- ___ 5. Staff Appointments. (Item 05) Consent Agenda Consideration
- ___ 6. Information and Technology Department salary and vacation exception. (Item 06) Consent Agenda Consideration
- ___ 7. Unpaid leave request for Patricia Beckman. (Item 07)
- ___ 8. Stop Loss and Flexible Savings Plan agreements both for one (1) year. (Item 08) Consent Agenda Consideration

Health & Community Services

- ___ 9. Ambulance Service Agreement between MEDIC EMS and MercyOne-Clinton Medical Center. (Item 09) Consent Agenda Consideration

Finance & Intergovernmental

- ___ 10. Purchase of Election Pollbooks. (Item 10) Consent Agenda Consideration
- ___ 11. Asset Transfer Agreement between MEDIC EMS and MEDIC EMS of Scott County. (Item 11) Consent Agenda Consideration
- ___ 12. Financial Support for Emergency Winter Shelter. (Item 12) Consent Agenda Consideration
- ___ 13. Billing and collections agreements for services related to MEDIC EMS. (Item 13) Consent Agenda Consideration
- ___ 14. TIF Letter to the City of Bettendorf for the I 80 Amendment. (Item 14) Consent Agenda Consideration
- ___ 15. Setting of a Public Hearing for December 19, 2023 during the Board Meeting at 4:30PM for the FY24 Budget Amendment. (Item 15) Consent Agenda Consideration
- ___ 16. Consideration of Family Farm tax credit applications. (Item 16) Consent Agenda Consideration
- ___ 17. Consideration of appointments with upcoming term expirations for Boards & Commissions. (Item 17) Consent Agenda Consideration

Other Items of Interest

- ___ 18. Request to conduct a recount of the votes cast in the November 7, 2023 for the Pleasant Valley District 6.
- ___ 19. Adjourned. Moved by ___ Second by ___

Regular Board Meeting - 4:30 pm
Board Room, 1st Floor, Administrative Center -- In-Person & Webex

Same WebEx Information for: Canvass of Votes 4PM, Committee of the Whole 4:05PM and Board Meeting 4:30PM
Page 2 of 2

Instructions for *Unmuting Phone Line* during Board Meeting teleconference

To gain the moderator’s attention, **press *3 from your phone OR the raise hand icon** on computer or mobile device (for location of raise hand icon, see below). Phone lines will be placed on mute during the meeting. Participants may unmute their line using the mute icon or *6 on their phone after being recognized by the Chair.

Meeting # 2486 912 7813

Password #1234

Connect via Computer or application:

Host: www.webex.com Meeting number: **above** Password: **1234**

Or use direct link to meeting:

<https://scottcountyiowa.webex.com/scottcountyiowa/j.php?MTID=m7dae6b9eb6b7542e0a784dcad43bb031>

Connect via telephone: 1-408-418-9388 Meeting number: **above** Password: **1234**


Telephone / Cell Phones Connections:

Telephones lines will be placed on mute during the meeting. Participants may “raise their hand” by using *3 to gain attention of the host.



When called upon for comments by the Board,


1. The host will then unmute the participant’s line at the appropriate time.
2. A user must have his or her own device unmuted.
3. The user may then unmute his or her conference line by keying * 6
4. After conversation, please lower your hand. (*3 again)


Computer / Application Connections:

If connected via web application or computer, the user should look for the **Raise Hand**  raise hand symbol and click to appear raised so the host may acknowledge you.

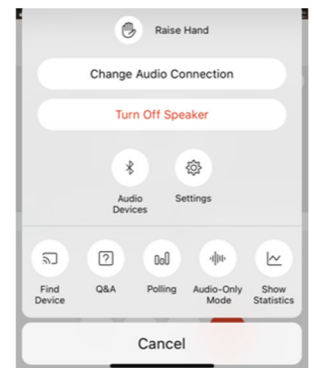
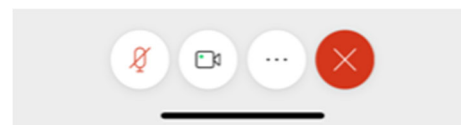
1. The host will then unmute the participant’s line at the appropriate time.
2. A user must have his or her own device unmuted.
3. The user may then unmute his or her conference line by clicking the microphone symbol.
4. After conversation, please lower your hand. (*3 again)

You can mute yourself so that everyone can concentrate on what's being discussed. While you're on a call or in a meeting, select  at the bottom of the meeting window. You'll know it's working when the button turns red. .

If you want to unmute yourself, select . Others can hear you when the button turns gray.

When you're muted and move away from the call controls, the mute button moves to the center of your screen and fades in color  to indicate that you're still muted.

To find the **raise hand icon**, you may need to click on ...



Facility & Support Services

600 West Fourth Street
Davenport, Iowa 52801
(563) 326-8738 (Voice) (563) 328-3245 Fax



~ Our Promise: Professional People, Solving Problems, High Performance

November 8, 2023

TO: Mahesh Sharma
County Administrator

FR: Tammy Speidel
Director FSS

RE: Purchase of Custodial Equipment Floor Scrubber

Mahesh,

The FSS Custodial division budgeted for a 33 inch ride on floor scrubber in FY24. This piece of equipment is vital in keeping the warehouse floors clean and will also be able to be used in other areas with wide open hallways or floor space.

The need for this piece of equipment is driven by the use of the warehouse space, in particular, the salt that we store and load into trucks at the warehouse creates a large amount of dust, vehicles pull into the warehouse in all kinds of weather leaving road grime behind, and the dust from surrounding areas settles inside when doors are opened and closed.

A ride on machine will significantly cut the amount of time that is required by custodial staff versus use of a walk behind piece of equipment, making staff more efficient and allowing them to complete other tasks.

FSS recently obtained quotes for this piece of equipment as follows

VENDOR	BID	WARRANTY
Great Western Supply	\$21,295.71	36 months parts / 24 months labor
Industrial Soap Company	\$24,129.00	36 months parts /24 months labor
RPS Corporations	\$23,879.00	36 months parts /24 months labor

I recommend the purchase of this piece of equipment form Great Western Supply. Scott County orders custodial supplies from Great Western and has found them to be a great partner.

I will be available at the next Committee of the Whole to answer questions you or the board may have

CC: FSS Management Team

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

A RESOLUTION APPROVING THE PURCHASE OF A TOMCAT RIDE ON 33 INCH SCRUBBER FROM GREAT WESTERN SUPPLY IN THE AMOUNT OF \$21,295.71.

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the purchase of a TomCat Ride on 33 inch scrubber in the amount of \$21,295.71 from Great Western Supply is hereby approved.

Section 2. This resolution shall take effect immediately.



INFORMATION TECHNOLOGY

400 West Fourth Street
Davenport, Iowa 52801-1104

Ph: (563) 328-4100 Fax: (563) 326-8669
www.scottcountyiowa.com

November 14, 2023

To: Mahesh Sharma, County Administrator
From: Matt Hirst, Information Technology Director
Subject: Professional Services for the selection of Jail Management System Procurement

Scott County Information Technology is working with the Sheriff's Office to review and modernize the Jail Management System (JMS) and related processes in the Jail.

To that end, Scott County Information Technology has requested and received two proposals for Professional Services to assist in the development of requirements and provide procurement services for software to support the Sheriff's Office.

Proposals from BerryDunn and Crowe primarily included three components:

- 1) Project design and requirements development.
- 2) Procurement development.
- 3) Preferred vendor identification.

Proposal cost comparison is as follows:

Item Description	Crowe	BerryDunn
Professional JMS Procurement Services	\$63,000	\$84,200

I recommend the selection of Crowe LLP to provide professional services to perform and develop a Jail Management System procurement. Crowe would initiate project work early next year leading to a JMS recommendation for Board consideration.

Crowe was originally selected through an RFP as an IT professional services consultant to assist the County with a technology assessment this past year.

It is recommended that the Board authorize the IT Director to sign a service agreement with Crowe in an amount not to exceed \$63,000. Monies are available in the CIP budget to pay for this service.

Cc: Tim Lane, Bryce Schmidt

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SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

APPROVING PROFESSIONAL SERVICES FOR JAIL MANAGEMENT SYSTEM SELECTION

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. The authority of the IT Director to sign a professional services agreement with Crowe LLP in an amount not to exceed \$63,000 is hereby approved.

Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

APPROVAL OF STAFF APPOINTMENT

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. The hiring of Alexys Heston for the position of Senior Office Assistant with the Sheriff's Office starting at entry level rate.

INFORMATION TECHNOLOGY DEPARTMENT

400 West Fourth Street
Davenport, Iowa 52801

Ph: (563) 328-4100
www.scottcountyiowa.com
Email: it@scottcountyiowa.com



November 14, 2023

TO: Mahesh Sharma, County Administrator
Vanessa Wierman, Human Resources Director

FROM: Matt Hirst, Information Technology Director

RE: Information Technology New Hire – Network Systems Administrator

We have selected a candidate to fill the position of Network System Administrator in the Information Technology Department.

The candidate chosen, Dylan Lake, has an Associate's in Applied Science in Information Technology. Mr. Lake has seven (7) years working in the information technology field with varied and progressing levels of experience. He has been a Systems Administrator for Muscatine Power and Water from 2018 to present and held a relevant position with Muscatine Power and Water since 2016.

Due to the experience and exceptional technical qualifications of this candidate, I am recommending we hire at a salary of \$35.69 per hour (~\$74,235 per year) or Step 7 for this position as well as 2 week vacation accruals.

cc: Dylan Lake

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

APPROVAL OF STAFF APPOINTMENT

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. The hiring of Dylan Lake for the position of Network Systems Administrator with the IT Department starting at step 7 and accruing 2 weeks of vacation annually.

HUMAN RESOURCES DEPARTMENT
600 W. 4TH Street
Davenport, IA 52801

Office: (563) 326-8767
Fax: (563) 328-3285
www.scottcountyiowa.gov

Item 07
11/21/2023



Date: November 21, 2023

To: Board of Supervisors

From: Vanessa Wierman, Human Resources Director

Subject: Unpaid Leave of Absence – Patricia Beckman

Human Resources has received a request for an unpaid leave of absence by Ms. Beckman who is a Medical Assistant with the Health Department. It is hopeful Ms. Beckman will not need an extended unpaid leave and therefore we are requesting unpaid leave through December 21, 2023. Health Director Amy Thoreson is in agreement with this request. Ms. Beckman meets the qualifications of an unpaid leave of absence pursuant to County Policy N. It is my recommendation that the request be approved.

Cc: Health Director Amy Thoreson
Deputy Health Director Brooke Barnes

HUMAN RESOURCES DEPARTMENT
600 W. 4TH Street
Davenport, IA 52801

Office: (563) 326-8767
Fax: (563) 328-3285
www.scottcountyiowa.gov

Item 08
11/21/2023



Date: November 21, 2023

To: Mahesh Sharma, County Administrator

From: Vanessa Wierman, Human Resources Director

Subject: Stop Loss Insurance and Flexible Savings Plan

In October, the County renewed the health and dental coverages; however, final renewal rates for Stop Loss insurance and Flexible Savings Plan had not been received at the time.

Stop Loss Coverage

Our benefits consultant engaged their strategic partner, Stealth, to procure proposals for stop loss coverage. The request for proposals was sent to sixteen (16) carriers and eight (8) quotes were initially received. All carriers that provided a response quoted an increase from 27% to 64%. At the time of the quote, two (2) claimants exceeded the current specific stop loss coverage of \$175,000 with an additional two (2) claimants anticipated to exceed the specific stop loss coverage by the end of the calendar year. These large claims and anticipated claims resulted in the large percentage increases in rates.

Berkshire Hathaway is currently the County's stop loss provider and in reviewing September claim information, submitted a final quote at the end of October. Provided information included rates for maintaining the current specific stop loss coverage of \$175,000 and removing the aggregate stop loss amount of \$50,000 which resulted in a 17.4% rate increase. Also included was an additional quote for rates if the County raised the specific stop loss coverage to \$200,000 and removal of the aggregate stop loss amount. The second quote is a 2.6% reduction from the current rate. The County has maintained the specific stop loss coverage of \$175,000 for more than four (4) years and in consultation with County Administrator Mahesh Sharma and Budget and Administrative Services Director David Farmer, we believe increasing the specific stop loss to \$200,000 makes financial sense.

Holmes Murphy is recommending the County accept the second proposal and to continue with Berkshire Hathaway as the County's stop loss insurance provider. This would result in the County increasing specific stop loss coverage to \$200,000, removal of the aggregate stop loss amount, and an overall 2.6% decrease in rates.

Flexible Spending Account

In calendar year 2021, the County moved to iSolved Benefit Services for flexible savings plan administration. At that time a three (3) year rate agreement was put in place which expires at the end of 2023. iSolved Benefit Services provided renewal information for the next year and is not increasing the \$3.50 PPM rate. We are recommending the County continue with iSolved Benefit Services for flexible savings plan administration.

Cc: David Farmer, Budget and Administrative Services Director
Anna Evans, Holmes Murphy
Jeff Clayton, Holmes Murphy
Tiffany Paarmann, Holmes Murphy



**Medical Stop Loss Renewal
Proposal For
Scott County
Davenport, IA**

Producer
Stealth Partner Group

Underwriter
Brinson, Morgan

Regional Sales Director
Mittleman, Tara

Group: **Scott County**
 Administrator: **United Healthcare**
 Issuing Carrier: **Berkshire Hathaway Specialty Insurance Company**

Proposal No: **0**
 Proposal Date: **10/31/2023**
 Effective Date: **01/01/2024**
 Proposal Valid Through: **11/03/2023**

SPECIFIC STOP LOSS BENEFIT

		Current	Option 1	Option 2
Covered Benefits		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Contract Basis		24/12	24/12	24/12
Annual Specific Deductible per Individual		\$ 175,000	\$ 175,000	\$ 200,000
Maximum Annual Reimbursement		Unlimited	Unlimited	Unlimited
Maximum Lifetime Reimbursement		Unlimited	Unlimited	Unlimited
Quoted Rate Per Month	<u>Enrollment</u>			
Single	202	\$ 36.68	\$ 42.22	\$ 34.45
Family	346	\$ 121.20	\$ 142.71	\$ 118.83
Composite	548	\$ 90.04	\$ 105.67	\$ 87.73
Estimated Annual Premium		\$ 592,135	\$ 694,873	\$ 576,889
Quoted Rate(s) includes Commissions of		0.00%	0.00%	0.00%

AGGREGATE STOP LOSS BENEFIT

		Current	Option 1	Option 2
Covered Benefits		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Contract Basis		24/12	24/12	24/12
Loss Limit Per Individual		\$ 175,000	\$ 175,000	\$ 200,000
Maximum Annual Reimbursement		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Rate Per Month	<u>Enrollment</u>			
Composite	548	\$ 3.99	\$ 3.97	\$ 4.38
Estimated Annual Premium		\$ 26,238	\$ 26,107	\$ 28,803
Rate(s) includes Commissions of		0.00%	0.00%	0.00%
Annual Aggregate Deductible		\$ 11,931,113	\$ 12,883,760	\$ 13,088,610
Minimum Aggregate Deductible		\$ 11,931,113	\$ 12,883,760	\$ 13,088,610
Run-in Limited To		\$ 2,319,100		
Run-in Limited To		\$ 2,355,900	\$ 2,319,100	\$ 2,355,900
Monthly Aggregate Claim Factors	<u>Enrollment</u>			
<u>Medical, RxCard</u>				
Single	202	\$ 848.44	\$ 903.00	\$ 917.35
Family	346	\$ 2,378.25	\$ 2,575.84	\$ 2,616.80
Composite	548	\$ 1,814.34	\$ 1,959.21	\$ 1,990.36

OVERALL COST SUMMARY

Current	Option 1	Option 2
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Group: **Scott County**
 Administrator: **United Healthcare**
 Issuing Carrier: **Berkshire Hathaway Specialty Insurance Company**

Proposal No: **0**
 Proposal Date: **10/31/2023**
 Effective Date: **01/01/2024**
 Proposal Valid Through: **11/03/2023**

Total Annual Fixed Costs	\$ 618,373	\$ 720,980	\$ 605,692
Variable Costs	\$ 11,931,113	\$ 12,883,760	\$ 13,088,610
Maximum Annual Liability	\$ 12,549,486	\$ 13,604,740	\$ 13,694,302

Contingencies

This Proposal is based on the following stipulations:

Identification of all risks known to: Be currently disabled, hospital confined, or pre-certified in the last 3 months; Have received services in the current plan year that exceed the lesser of 50% of the Specific Benefit Deductible or \$50,000; Have been identified for Case Management having the potential to exceed the lesser of 50% of the Specific Benefit Deductible or \$50,000; Have been diagnosed, during the current plan year, with condition identified on ICD-10 codes shown in the BHSI Disclosure Statement.

Any members that have been recommended, evaluated, or on a waiting list for a transplant must be disclosed.

Final census information through the end of the enrollment period, including age or date of birth, gender, zip codes, coverage codes, and identification of any HMO, Retiree, COBRA, and non-eligible employees.

Qualifications / Assumptions

Berkshire Hathaway Specialty Insurance Company requires all producers using insurance quotes issued by the company for the purpose of soliciting, selling or negotiating insurance to be licensed both by the state where the prospective client is located and by any state where the solicitation, sale or negotiation of insurance occurs, if different. This requirement pertains to all forms of solicitation, sale or negotiation of insurance, including but not limited to, solicitation, sale or negotiation conducted in person, by telephone, by email, by fax or otherwise.

This offer assumes the continuation of current benefit plan(s) and enrollment distribution by benefit plan(s).

Our proposal is based on UHC Choice Plus as the PPO network. If a different network or no network is used, we reserve the right to revise our quoted rates and factors based on the new network.

Only full-time and regular part-time employees, as defined by Your Plan, are covered under this proposal and shall not include independent contractors for whom no W-2 is issued.

The Specific Benefit includes an Advance Funding feature.

The Minimum Annual Aggregate Attachment Point equals 100% and will be based on the greater of the lives shown on this proposal or the first month's enrollment.

Final rates and factors for the Specific and Aggregate Benefit are guaranteed for 12 months from the effective date, unless a change in risk occurs. A change in risk includes: plan or policy amendments; TPA or ASO changes; network or cost-containment vendor changes; enrollment shifts greater than 15%; participation shifts in each plan option greater than 10%; or addition/deletion of a subsidiary, division, affiliated or associated company.

This offer assumes there are no subsidiaries included. If there are any subsidiaries/divisions operating under any other name included under this arrangement they must be specifically identified by name and location (city, state) and subject to acceptance by underwriting.

The Plan Document(s) should Include:

- a) Standard provisions and definitions for eligibility, enrollment date, eligible employees (full-time and part-time), dependents, and retirees, if applicable.
- b) Clearly defined termination provisions and specific wording regarding extension of coverage due to disability, layoff or leave of absence.
- c) Transplant benefit wording that identifies any benefits applicable to the donor, the recipient, organ procurement, and any covered transportation, lodging and companion charges.

Aggregate corridor is 125%

Written documentation of the policyholder's Leave of Absence policy, including but not limited to FLMA, STD, LTD and other personal leave of absence provisions must be submitted for review and acceptance.

This proposal, the continuation of any bound insurance, and any payments to you, to a claimant or to another third party, may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the Office of Foreign Assets Control (OFAC), if we determine that any such party is on the "Specially Designated Nationals or Blocked Persons" list as

maintained by OFAC.

There are 2 COBRA participants based on the census provided.

Retirees are included. Assumes retirees 65 years and older are Medicare Primary

Our proposal is based on OptumRx as the Rx PBM.

Proposal assumes New Ambulance acquisition (62ppl) will be covered under this policy effective 1/1/24. New Ambulance employees will have a 12/12 contract basis and not be included in the NNL rate cap provision.

Please initial the selected proposal option:

Option 1

Option 2

Option 3

Other Option

Date: _____ By: _____

Broker of Record or Administrator

Our quote is firm subject to formal written acceptance and receipt of the signed proposal by 11/3/23. After this date, our proposal is subject to adjustment with updated claims experience.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

APPROVAL OF ONE YEAR AGREEMENT FOR STOP LOSS COVERAGE

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the proposal from Berkshire Hathaway for a one year agreement for specific stop loss coverage is hereby accepted and approved.

Section 2. That the Human Resources Director hereby authorized to sign the health insurance contracts for services on behalf of the Board.

Section 3. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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APPROVED BY THE BOARD OF SUPERVISORS ON

____ DATE _____

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

APPROVAL OF ONE YEAR AGREEMENT FOR FLEXIBLE SAVINGS PLAN

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the proposal from iSolved Benefit Services for a one year agreement for flexible savings plan administration is hereby accepted and approved.

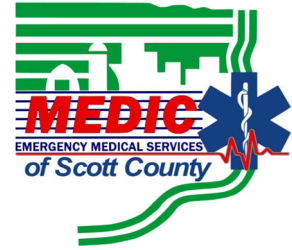
Section 2. That the Human Resources Director hereby authorized to sign the health insurance contracts for services on behalf of the Board.

Section 3. This resolution shall take effect immediately.

MEDIC EMS of Scott County

600 West Fourth Street
Davenport, Iowa 52801-1003
Office: (563) 323-6806
Fax: (563) 323-1705
www.medicems.com

Item 09
11/21/2023



October 31, 2023

To: Mahesh Sharma, County Administrator
From: Paul Andorf, Director

Attached you will find a copy of the Ambulance Service Agreement with MercyOne-Clinton Medical Center, Inc., Clinton, Iowa.

This agreement provides ambulance services for MercyOne Hospital in providing patient transports from the hospital, providing Cath Lab standbys, and other services.

This is a continuation of services that MEDIC EMS (Non-profit) has been providing to the hospital for over 23 years. The initial term of the agreement will expire in June 2025 with provisions for automatically renewing for 1-year terms with a maximum of 3 one-year renewals.

AMBULANCE SERVICE AGREEMENT

AGREEMENT made as of the 1st day of January 2024 between MEDIC EMS of Scott County, an Iowa county government (herein identified as "MEDIC EMS"), and MercyOne-Clinton Medical Center, Inc., a Michigan nonprofit corporation qualified to transact business in the state of Iowa (herein identified as "CLINTON").

WITNESSETH:

WHEREAS, CLINTON requires ambulance services for its patients, including those patients covered under Parts A and B of the Medicare Program, as well as for non-Medicare patients; and

WHEREAS, MEDIC EMS is engaged in providing ground basic and advanced life support ambulance services (hereinafter referred to as "Ambulance Services" or "Services"); and

WHEREAS, CLINTON desires to use MEDIC EMS as a provider of Ambulance Services pursuant to the terms of this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. MEDIC EMS AND CLINTON OBLIGATIONS

A. Ambulance Services.

1. MEDIC EMS will provide CLINTON with Ambulance Services and CLINTON agrees to use MEDIC EMS as its primary ambulance provider unless specifically requested otherwise by a patient, or otherwise required by law or MEDIC EMS is unavailable, CLINTON or MEDIC EMS will call another service to meet the need.
2. Requests for Ambulance Service may be requested by CLINTON by calling MEDIC EMS at (563) 244-3650 and specifying the condition of the patient and why the patient needs to be transported by ambulance. MEDIC EMS will, in accordance with applicable dispatch protocols, determine whether the patient's condition meets the criteria for an emergent or non-emergent response.
3. For calls that require an emergent response, MEDIC EMS will respond as soon as possible with an appropriately staffed and equipped ambulance (Advanced Life Support "ALS" or Basic Life Support "BLS") responding with red lights and siren to CLINTON.
4. For calls that require a non-emergent response, MEDIC EMS will respond with an appropriately staffed and equipped ambulance (ALS or BLS) without red lights and sirens.

5. MEDIC EMS will station one (1) ambulance at CLINTON and that ambulance will be staffed 24 hours a day, 365 days a year. Staff for out-of-town transfers will respond to requests from CLINTON within a reasonable amount of time. Scheduled out-of-town transfers greater than forty (40) miles from Mercy Medical Center in Clinton, IA will rely on a crew from MEDIC EMS's Davenport operation as available, unless designated as "STAT" by requesting deployment of MEDIC EMS's hospital-based personnel, in which case MEDIC EMS staff stationed at CLINTON will respond if they are available. The parties expect MEDIC EMS to provide 24-hour ambulance for emergencies within the parameters defined in this Agreement. In the event that additional ambulance transfer(s) by MEDIC EMS are requested by CLINTON while a CLINTON ambulance transfer is already in progress, MEDIC EMS cannot ensure the availability additional ambulances and will not be required to provide such additional transfer. CLINTON expressly understands and acknowledges that all Services provided by MEDIC EMS are subject to the availability of MEDIC EMS, as outlined in Section F below.
6. MEDIC EMS agrees to respond for emergency and non-emergency calls within a reasonable amount of time, unless a response is delayed or made impractical as a result of adverse weather conditions, disasters, governmental actions, civil disorders, similar events or acts of god, or other conditions outlined in Section F below.
7. CLINTON shall use its best efforts to provide MEDIC EMS with as much advance notice as is practicable when initiating non-emergency transport requests. At the time of scheduling a non-emergency transport, CLINTON shall provide MEDIC EMS with all necessary information about the patient to enable MEDIC EMS to properly meet the patient needs and to properly bill the appropriate payor. Such information shall include the patient's medical condition, insurance status and, if the patient is a Medicare beneficiary, the necessary information to allow MEDIC EMS to determine whether the transport is billable to Medicare or to the facility.
8. MEDIC EMS agrees that at all times Ambulance Services will be provided in accordance with the applicable standard of care for emergency medical services and as may be required by any applicable professional society or accrediting body; however, the parties to not intend for the applicable legal standard of care to be measured or defined by any such society or accrediting body.

B. Equipment and Personnel.

1. MEDIC EMS agrees to staff and equip all ambulances in accordance with applicable federal, state and local laws, regulations, in addition to care protocols determined by the medical director of MEDIC EMS. When indicated by patient care acuity and applicable protocols, and depending upon MEDIC EMS staffing availability, MEDIC EMS will provide, when necessary and available, a Critical Care Transport Paramedic for patient transports with patient-care needs that exceed the scope of practice of an Iowa paramedic. CLINTON will provide appropriately licensed personnel to accompany patients during transports that exceed the scope of practice of an Iowa Paramedic, if a MEDIC EMS Critical Care Transport Paramedic is not available or if patient-care needs require additional specialized personnel to safely and effectively perform the patient transport.
2. If a nurse or other CLINTON personnel is required on a transport, CLINTON will provide such personnel and be responsible for the personnel's salary and all associated federal and state employment and income taxes, worker's compensation, disability, unemployment insurance and all other employee wages, benefits and taxes. At all times such personnel shall be an employee of CLINTON and shall not be deemed an employee or agent of MEDIC EMS for any reason.
3. One (1) Advanced Life Support ambulance that meets Iowa and Illinois requirements will be stationed in the City of Clinton for the designated area, staffed with, at a minimum, an Advanced Life Support (Paramedic) crew. A communication system will be provided in each ambulance to communicate with MED-COM. If a critical care transport is needed per CLINTON request, CLINTON or MEDIC EMS will call another service to meet the need if MEDIC EMS is unavailable.
4. Unless otherwise agreed to by the parties, each ambulance will have communications to MED-COM using a Land Mobile Radio System (LMRS) and will have the ability to communicate with CLINTON via VHF radio.
5. MEDIC EMS agrees to provide training on the use of the above communication equipment as necessary through its training department.
6. CLINTON will allow MEDIC EMS to roll its published ambulance service telephone line into the MEDIC EMS MED-COM Call Receiving Center for the term of this contract. CLINTON will also program its telephone systems for all ambulance transfers to be run through MED-COM.

C. Housing Facilities.

Facilities to house MEDIC EMS staff and its operations will be provided by CLINTON at no cost to MEDIC EMS or to its staff. All housing expenses incurred by CLINTON shall also include the provision of a Dedicated Internet Access (DIA) ethernet connection, telephone and facsimile services to support MEDIC EMS in the performance of its duties under this Agreement. Facilities must be able to accommodate a minimum of two (2) MEDIC EMS staff members in a twenty-four hour setting, with a crew lounge, sleeping quarters, linen, and accessible restrooms. CLINTON will provide MEDIC EMS staff with access control cards for hospital units to allow prompt, efficient patient contact and transport. CLINTON will provide a heated garage area, with sufficient space for two ambulance vehicles, storage of equipment in designated area and electrical hook-ups.

D. Medical Control and Medical Director.

Medical Control will be provided by CLINTON for Ambulance Services provided under this Agreement. However, all medical protocols will coincide with the most current Scott County Medical Protocols. In the event that MEDIC EMS personnel are unable to communicate with CLINTON Medical Control, MEDIC EMS personnel shall follow Scott County Medical Protocols.

E. Quality Assurance.

A quality assurance program will be coordinated with active participation by CLINTON'S local Medical Director and CLINTON'S management support personnel. This program will oversee standard quality patient care for all residents of the Clinton service area. Quality measurement protocols will be attached to this Agreement as an exhibit. CLINTON will review the progress of such measurements with MEDIC EMS on a regular basis, as determined by the parties. All quality assurance activities shall be confidential to the fullest extent permitted by law.

F. Availability.

CLINTON expressly understands and acknowledges that service required to be provided by MEDIC EMS may be unavailable at times due to high demand, patient & crew safety, emergencies or other unforeseen circumstances. MEDIC EMS will notify CLINTON when requests for services under this Agreement cannot be fulfilled to permit CLINTON to obtain the services of another provider. CLINTON understands that, in those instances where MEDIC EMS is unavailable, MEDIC EMS has no responsibility to arrange or pay for the charges of a substitute provider or to pay CLINTON the difference, if any, between the contracted rate and the charges of any such substitute provider. In addition, if adverse weather conditions exist so that MEDIC EMS will not be able to operate in a reasonably safe manner, CLINTON or MEDIC EMS may cancel or postpone requests for such Ambulance Services in the interest of safety. In the event of a system overload in Scott County, MEDIC EMS's vehicle(s) located at CLINTON may be summoned to Scott County. CLINTON will be notified of such events

when Ambulance Services are temporarily halted and an estimated timeline will be given to CLINTON for resumption of service.

G. Selection of Hospital.

Generally, CLINTON will determine the destination of the patient. However, a change in condition of the patient, legal requirements, unavailability of resources, an order by Medical Control or dispatch, or other legitimate reasons may necessitate that the patient be transported to another location.

H. Insurance and Licensing.

MEDIC EMS shall obtain and maintain professional liability and comprehensive general liability insurance and/or self-insurance, at its sole cost and expense, on a per occurrence basis or claims-made basis covering MEDIC EMS and its employees and/or independent contractors providing Services pursuant to this Agreement. The limits of liability shall be not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. MEDIC EMS shall provide, or cause to be provided, reasonably satisfactory evidence of such insurance and/or self-insurance to CLINTON upon request. MEDIC EMS shall immediately provide, or cause to be provided to CLINTON, notice of any change in or cancellation of such coverage. In the event that such insurance is not on an "occurrence basis" and is canceled or terminated, MEDIC EMS shall at all times, including without limitation after expiration and termination of this Agreement for any reasons, maintain continuing insurance coverage for any liability directly or indirectly resulting from the acts or omissions of MEDIC EMS and any employees or agents of MEDIC EMS during the term of this Agreement. This paragraph shall survive termination of this Agreement.

MEDIC EMS shall obtain and maintain during the term of this Agreement, at its sole cost and expense, workers' compensation insurance for individuals employed by MEDIC EMS pursuant to this Agreement.

MEDIC EMS will provide a certificate of insurance and will license all vehicles in accordance with the State of Iowa, State of Illinois, County of Scott, and the Cities of Davenport and Bettendorf, Iowa.

I. Nondiscrimination.

MEDIC EMS agrees to provide the Services described hereunder to members of the public on the basis of need and without regard to the ability to pay, source of payment, or demonstrated financial responsibility and without regard to race, creed, color, sex, religion, national origin or disability status.

J. Warranties.

1. Compliance with Laws, Standards, Rules and Regulations. MEDIC EMS and CLINTON represent and warrant that they are, and during the term of this Agreement they will continue to be, in compliance with all federal, state and local statutes, laws, ordinances and regulations applicable to them which are material to the operation of their businesses and the conduct of their affairs. Further, the parties represent and warrant that no payments or remuneration, or promises or agreements for payments or remuneration, in addition to the payments or remuneration Services expressly set forth in this Agreement, have been made or will be made by either party, its officers, directors, employees or agents.
2. MEDIC EMS's vehicle operator(s) shall have an appropriate driver's license and vehicle(s) shall be properly registered and safely maintained.
3. Confidentiality of Patient Information. MEDIC EMS and CLINTON agree to comply with all federal and state laws and regulations with respect to the privacy, confidentiality and security of patient information, including but not limited to the rules and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Both parties acknowledge that their relationship to patients receiving services hereunder is a "direct treatment relationship" as that term is defined in the Privacy Regulations and that this contractual relationship does not constitute a "business associate" agreement pursuant to the Privacy Rule. The parties also understand that it is permissible under HIPAA to freely exchange PHI for purposes of treatment, payment, or health care operations, including information to determine medical necessity. Both parties agree to a free exchange of PHI for purposes of treatment, payment, or health care operations, and CLINTON will provide all documents requested by MEDIC EMS so that it may properly bill for covered transports

II. FEES AND REIMBURSEMENTS.

MEDIC EMS will bill the patient, Medicare, Medicaid, private insurance and all other third party payors for Ambulance Services provided by MEDIC EMS to CLINTON patients, pursuant to the terms of this Agreement and its Appendices. All billings for CLINTON patients will be the sole responsibility of MEDIC EMS.

- A. Billing to Patients or Third Parties. When required or permitted by law, MEDIC EMS will bill the patient, the patient's financially responsible party, or any available insurance or third party payment source for Services provided under this Agreement. This includes transports that MEDIC EMS is authorized to bill under Medicare Part B and Medicaid and that are covered under the applicable coverage criteria of those programs.

B. Billing to CLINTON. Where CLINTON is required by law, as described in Appendix A, or for inter-facility transfers where CLINTON has agreed to be responsible for payment, MEDIC EMS will bill CLINTON directly for Services rendered to patients of CLINTON. For these transports, CLINTON agrees to pay MEDIC EMS according to the fee schedule set forth in Appendix B. This includes, among other types of transports for which CLINTON is responsible to provide, transports that MEDIC EMS cannot bill directly to Medicare Part B or Medicaid.

C. Payment Conditions for Services Covered by CLINTON

1. Payment in Full. MEDIC EMS shall not bill any patient, financially responsible party, insurer, or third party payor for any transports that are the responsibility of the CLINTON. CLINTON agrees to indemnify, defend, and hold harmless MEDIC EMS for any liability resulting from its submission of any such bills when it was the result of information supplied by CLINTON. When charges are properly billed for Services, MEDIC EMS shall accept the fee schedule amounts outlined in the Appendices to this Agreement as payment in full.
2. Fair Market Value of Charges. MEDIC EMS represents and warrants that the rates reflected in all Appendices are reflective of fair market value for the services rendered and not substantially below the Medicare-approved rates for such services.
3. Prompt Payment. CLINTON agrees to remit payment to MEDIC EMS for all transports for which it is responsible to pay under the law and under this Agreement as outlined in Appendix B.

D. Provision of Information to MEDIC EMS

1. CLINTON shall, prior to the time that Services are provided, furnish to MEDIC EMS the information necessary to MEDIC EMS's proper billing of the Services provided, including but not limited to a hospital face sheet, a properly signed MEDIC EMS patient signature forms, and a properly completed and signed physician certification statement (PCS), including the legible name and credentials of the authorized signer. PCS forms shall be obtained by CLINTON on all non-emergency transports of Medicare beneficiaries and comply with the most current rules of the Centers for Medicare and Medicaid Services (CMS). CLINTON shall utilize PCS forms approved by MEDIC EMS for this purpose. MEDIC EMS reserves the right to bill CLINTON directly for Services in the event CLINTON does not provide face sheets and PCS forms to MEDIC EMS as provided herein.

2. CLINTON further represents and warrants that it shall, within 30 days of receiving any requests from CMS or its authorized contractor, make available any and all such records requested by CMS or its contractor for the purposes of determining whether any ambulance trips arising hereunder qualify for payment under Medicare Part B. CLINTON shall be responsible to pay MEDIC EMS for any trips denied by CMS as a result of CLINTON's failure to supply such information as requested by CMS and/or the contractor within the time specified herein or as a result of claims denied or recouped by the carrier based on CLINTON's documentation.

III. TERM

This Agreement shall be for a term of eighteen (18) months commencing January 1, 2024. This Agreement shall be automatically renewed for additional successive one (1) year terms, with a maximum of three one-year renewals, unless either party shall inform the other party of non-renewal no less than ninety (90) days prior to the end of the current term. This Agreement may also be terminated as follows:

- A. By either party at any time, without cause, upon one hundred eighty (180) days prior written notice to the other party in the effective time and date of termination is stated in the notice; or
- B. By either party upon not less than forty-five (45) days prior written notice to the other party specifying the time and date on which termination will become effective in the event of any action or threatened action by local, state, or federal governmental or accrediting bodies, or any opinion of legal counsel to the effect that any provision of state or federal law or regulations creates a serious risk of assessment, sanction, penalty, or other significant consequence to the party giving such notice. The parties acknowledge that this Agreement is being entered into at a time of significant change in state and federal law regarding the delivery and financing of health services and agree to negotiate in good faith to reform or modify this Agreement in the event of supervening law as defined herein prior to terminating this Agreement, unless termination is necessary to prevent imminent adverse legal consequence.
- C. By either party, for cause consisting of material breach or default by the other party, or consisting of MEDIC EMS's failure to meet and maintain the qualifications and obligations required of MEDIC EMS and its employees referred to in this Agreement, by giving the other party not less than ten (10) days prior notice of termination in writing, specifying the alleged breach or default and the date on which termination will be effective, provided, that in the event of termination for cause under this subparagraph, the party receiving notice shall have ten (10) days from the date of receipt of such notice in which to correct or cure the alleged breach or default to the reasonable satisfaction of the party giving notice.

IV. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that the parties hereto are at all times acting and performing hereunder as independent contractors, and that no employer/employee, agency, joint venture, or partnership relationship is created between the parties by the terms of this Agreement.

- A. CLINTON shall neither have nor exercise any control or direction over the methods by which MEDIC EMS shall exercise professional judgment or perform the Ambulance Services required pursuant to this Agreement, except to ensure that the Services provided pursuant to this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.
- B. MEDIC EMS shall not represent to third parties that MEDIC EMS is an employee or agent of CLINTON in the provision of the Ambulance Services under this Agreement.
- C. MEDIC EMS shall not refer to or use the CLINTON name, logo, or trademark in any form of publicity or advertising without the express written consent of CLINTON.
- D. MEDIC EMS agrees that each of its employees shall wear identification clearly indicating that they are employed or engaged by MEDIC EMS to provide Ambulance Services to CLINTON.
- E. Neither party shall have a claim under this Agreement or otherwise against the other for vacation pay, sick leave, retirement benefits, Social Security benefits, Worker's Compensation, disability or unemployment insurance benefits of any kind. MEDIC EMS shall assume all liabilities and responsibilities concerning payment of all income taxes, FICA taxes and other taxes relating to payments made by CLINTON pursuant to this Agreement. MEDIC EMS and CLINTON further agree to indemnify one another for any liability (including reasonable legal fees and costs) incurred as a result of the other party's failure to pay its legal income tax and Social Security obligations.

V. MISCELLANEOUS

- A. No Referral Requirement. Nothing in this Agreement shall be construed to require CLINTON or MEDIC EMS to make referrals of patients to one another. No payment is made under this Agreement in return for the referral of patients or in return for the ordering, purchasing, or leasing of products or service from CLINTON or MEDIC EMS. The fee schedule established hereunder does not take into account the value or volume of any referrals of business generated or anticipated to be generated between the parties.
- B. Government Access to Records. MEDIC EMS agrees that until the expiration of five (5) years after the furnishing of Services pursuant to this Agreement, MEDIC EMS shall make available, upon written request, to CLINTON or the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and any books, documents and records of MEDIC EMS that are necessary to certify the nature and extent of costs paid by CLINTON

pursuant to this Agreement. If MEDIC EMS carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period with a related organization as defined by Federal regulations, such subcontract shall contain a clause to the effect that until the expiration of five (5) years after the furnishing of such services pursuant to said subcontract, the related organization shall make available, upon written request, to CLINTON or the Secretary of Health and Human Services, or upon request, to the comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

- C. Indemnification. CLINTON agrees to indemnify, hold harmless, and defend MEDIC EMS, its officers, directors, employees, related companies, successors, subcontractors and assigns from and against all claims, losses, costs, damages, and expenses which result from or arise in connection with any unlawful or wrongful acts or negligent acts or omissions by CLINTON in performance or non-performance of the terms of this Agreement. MEDIC EMS agrees to indemnify, hold harmless, and defend CLINTON, its officers, directors, employees, related companies, successors, and assigns, from and against all claims, losses, costs, damages and expenses which result from or arise in connection with any unlawful or wrongful acts or negligent acts or omissions by MEDIC EMS in performance or non-performance of the terms of this Agreement. This provision shall include all costs and disbursements, including, without limitation, court costs and reasonable attorney's fees.
- D. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Iowa.
- E. Entire Agreement and Modifications to Agreement. This Agreement and its attachment(s) constitute the entire agreement of the parties. Further, this Agreement supersedes all prior negotiations, oral understandings, resolutions and statements of intent pertaining to the subject matter contained herein. This Agreement cannot be changed, modified, altered, terminated or discharged in any manner except by an instrument in writing, signed on or subsequent to the date hereof by the party or parties against whom enforcement of the change, modification, alteration, termination or discharge is sought, including without limitation the provisions of this Section.
- F. Authority to Execute Agreement. Each of the individuals executing this Agreement represents and warrants that he or she has the authority to execute this Agreement and bind his or her respective corporation or business entity.
- G. Waiver of Breach. The waiver by any party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent or other breach of the same or any other provision of this Agreement by the other party.

- H. Assignment. This Agreement may not be assigned without the written consent of both parties.
- I. Notice. Service of all notices under this Agreement shall be sufficient if mailed to the party involved at its respective address set forth herein, by certified or registered mail, return prepaid, addressed to the appropriate party as follows:

CLINTON:
 MercyOne Clinton
 President and CEO
 1410 North 4th Street
 Clinton, IA 52732

MEDIC EMS:
 MEDIC EMS of Scott County
 Director
 600 West 4th Street
 Davenport, IA 52801-1030

- J. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above:

MercyOne Clinton.

BY:

 Sean J. Williams
 President and CEO

DATE: / / _____

MEDIC EMS of Scott County

BY:

 Paul Andorf
 Director

DATE: / / _____

APPENDIX A CLINTON RESPONSIBILITY FOR HOSPITAL PATIENTS

CLINTON shall be directly responsible for the payment of those Services rendered as outlined below, to include all patients, at the rates set forth in Appendix B:

1. Inpatients/DRG: Medical transportation services provided to all Medicare or Medicaid inpatients or in-patients where CLINTON has legal or contractual obligations with a third party carrier to assume all related costs (including ambulance transports) for care on a per diem basis and/or where the MEDIC EMS is precluded by law from billing insurance for such transport. Inpatients are described as patients who may be transported from CLINTON to another facility, and returned back to CLINTON within a twenty four (24) hour period. Any patient transport that occurs between the admission and discharge dates of a Medicare inpatient stay is billable to CLINTON.

2. Medicare Three Part Test: In certain cases where it would appear that Medicare Part B would be the appropriate payor, Medicare applies a three part test where interfacility transport of the patient occurs to determine whether Medicare Part B is the appropriate payor, or whether the facility (in this case CLINTON) should be billed. The three-part test consists of the following elements:
 - a) If the facilities have different provider numbers, the transport is billable to Medicare Part B (provided all other coverage criteria are met). If they are the same, then it is necessary to move on to the second criterion.

 - b) Whether or not the campuses of the two facilities are the same. "Campus" means the physical area immediately adjacent to the provider's main buildings, other areas and structures that are not strictly contiguous to the main buildings, but are located within 250 yards of the main buildings, and any of the other areas determined on an individual case basis by the CMS regional office to be part of the provider's campus. Where the two facilities sharing the same provider number are located on the same campus, the transport is billable by the ambulance provider to the first facility and not to Medicare Part B. If different, move to the third criterion.

 - c) If the facilities have the same provider number and are located on different campuses, then it is necessary to determine if the patient has inpatient status at both the origin and destination facilities. If so, then the first facility, and not Medicare Part B, is responsible for payment to the ambulance supplier. If there is any other combination of inpatient/outpatient status, then the transport may be billable by the ambulance supplier to Medicare Part B (if all requirements are met).

**APPENDIX B
FEE SCHEDULES**

A. Charges for Ambulance Services Billable to CLINTON.

Base Rate Charges

Basic Life Support – Emergency:	\$410.04*
Basic Life Support – Non-Emergency:	\$256.28*
Advanced Life Support 1 – Emergency:	\$486.92*
Advanced Life Support 1 – Non-Emergency:	\$307.53*
Advanced Life Support 2:	\$704.76*
Specialty Care Transport:	\$832.89*

Mileage Charges**

Ambulance Service, per mile (1 – 17 miles)	\$13.20*
Ambulance Service, per mile (18+ miles)	\$8.80*

**All mileage shall be billed and paid on the basis of “loaded miles,” that is, those miles for which the patient is on board the vehicle.

*2023 Medicare Ambulance Fee Schedule. All Charges shall be in accordance with the most current definitions of each level of service as set forth by the Centers for Medicare and Medicaid Services (CMS). The rates set forth herein shall increase annually calendar year by the same percentage as the Ambulance Inflation Factor (AIF), published annually by CMS, without reference to the Multifactor Productivity Index.

B. CLINTON Responsibility for Long Distance Transports Billed to Patients.

For billings to patients with transports originating from CLINTON to a distance greater than forty (40) miles from CLINTON, which have unpaid balances six months following the date of service, CLINTON agrees to reimburse MEDIC EMS for fifty percent (50%) of any unpaid charges, based upon the current MEDIC EMS fee schedule. CLINTON shall reimburse MEDIC EMS on a monthly basis. CLINTON shall have no obligation to reimburse MEDIC EMS for any unpaid charges on such accounts that have not been billed to CLINTON within ninety (90) days from the end of the six-month period from date of service. Any payments received by MEDIC EMS after CLINTON has reimbursed MEDIC EMS its (50% share will be credited proportionately between MEDIC EMS and CLINTON.

C. Standby Services.

Standby rates of \$25.00 per quarter-hour will apply for standby if needed.

E. Payments.

CLINTON will reimburse MEDIC EMS on a monthly basis for all transports and outstanding bills as outlined in this Agreement and its Appendices . Late payments of forty-five (45) days or more, from the date the invoice is received, are subject to interest charge of 1% per month (12% APR). CLINTON agrees that payment to MEDIC EMS is not contingent upon any payments that CLINTON may collect from other sources. CLINTON agrees to be responsible for the payment to MEDIC EMS of its costs for collection of accounts past 45 days.

APPENDIX C
QUALITY MEASURES

- A. Response Time Measurements-On a quarterly basis, MEDIC EMS shall provide response time reports to CLINTON for patients with ambulance transports originating from MercyOne Clinton Hospital, with a goal of 90 minutes or less from the agreed pickup time to on scene time when an onsite crew is not available.

- B. Response Time Measurements-On a quarterly basis, MEDIC EMS shall provide response time reports to CLINTON for patients with ambulance transports originating from MercyOne Clinton Hospital that is handled by the available onsite crew, with a goal of 15 minutes or less from the agreed pickup time to on scene time.

- C. Patient Survey Information-On a quarterly basis, MEDIC EMS shall provide patient survey information to CLINTON for patients with an origination or destination of MercyOne Clinton Hospital.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

APPROVING AMBULANCE SERVICE AGREEMENT BETWEEN MEDIC EMS OF SCOTT
COUNTY AND MERCYONE-CLINTON MEDICAL CENTER, INC.

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. This agreement provides ambulance services for MercyOne Hospital in providing patient transports from the hospital, providing Cath Lab standbys, and other services

Section 2. That the Director of MEDIC EMS of Scott County is hereby authorized to sign said agreements on behalf of the Board.

Section 3: This resolution shall take effect immediately.



To: Scott County Board of Supervisors
 From: Kerri Tompkins
 Re: Election Pollbooks

Date: November 21, 2023

The Auditor's Office has requested and received quotes for the replacement of Pollbooks. The equipment being replaced was last purchased in 2018 and these have exceeded their life expectancy.

Pollbooks are essential in conducting an election. This tool holds the state data for voter registration and is necessary to process each individual voter before they can cast their ballot. Due to technology advancements, new equipment is more user friendly for set-up, transportation and overall easier to use.

The quote summary of qualified responses is as follows:

Company	Pollbook Equipment	Annual Support-starting year 2	Total
Knowink, LLC	\$ 387,000	\$ 33,500	\$ 420,500
Adkins Election Services	\$ 386,210	\$ 29,700	\$ 415,910
Election Systems & Software	\$ 361,800	\$ 31,420	\$ 393,220
Iowa Precinct Atlas Consortium	\$ 332,000	\$ 10,000	\$ 342,000

Auditor and IT staff both recommend Adkins Election Services for Tenex Software Solutions as the best fit for Scott County. We considered experience in Iowa, hardware and software qualifications and support services. Tenex is currently used in 18 other Iowa counties with an excellent reputation for implementation and on-going customer service relations. The Tenex product stood out as a robust tool that is easy to use with the highest level of technology available at this time. In addition, Adkins Election Services has a full support system that is familiar with specifics of Iowa elections. No other company has this capability.

In working with both David Farmer, Budget and Admin Services Director and Matt Hirst, IT Director, the ongoing costs for software maintenance and support will be absorbed in the IT budget. Therefore, the \$29,700 annual fee will be due in year two, as referenced above.

It is recommended that the Board approve the quote from Adkins Election Services in the amount of \$386,210. Budget dollars are available in the Capital Improvement Program budget to fund respective costs in this project.

This product is a great opportunity for the Scott County Auditor's Office. I will be available at the November 21st Committee of the Whole meeting and would be happy to answer any questions. Thank you for your consideration.



THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

APPROVING PURCHASE OF POLLBOOK EQUIPMENT

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. The purchase of Tenex Software Solutions from Adkins Election Services in the amount of \$386,210 is hereby approved.
- Section 2. This resolution shall take effect immediately.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

Office: (563) 326-8702

www.scottcountyiowa.gov



November 14, 2023

To: County Board of Supervisors

From: Mahesh Sharma, Scott County Administrator
David Farmer, Director of Budget and Administrative Services

RE: Asset Transfer Agreement between MEDIC EMS and MEDIC EMS of Scott County

The MEDIC EMS of Scott County transition team is recommending approval of the Asset Transfer Agreement between the County and MEDIC EMS. The agreement sets forth Scott County's desire to assume the assets and operations of MEDIC EMS beginning January 1, 2024 and MEDIC EMS desires to transfer its assets and operations to Scott County. Additionally MEDIC EMS will plan for dissolution on or about January 1, 2024.

The agreement is the second of two key agreements to transfer assets and any liabilities to the County.

Significant considerations of the agreement include the assets are for public purpose, MEDIC EMS employees are to become Scott County Employees, the transaction is not contingent on GEMT funding, and the specifics of the assets, liabilities and respective reconciliations of balances as of January 1, 2024.

Cris Kuhn of Dorsey & Whitney LLP will be available to discuss any questions of the proposed MOU.

This agreement finalizes the acquisition agreements between MEDIC EMS to MEDIC EMS of Scott County, a department of the County.

CC:

Paul Andorf, MEDIC EMS of Scott County Director
Cris Kuhn, Partner, Dorsey & Whitney LLP
Vanessa Wierman, Human Resources Director
Amy Thoreson, County Health Director
Linda Frederiksen, MEDIC EMS Director
Dave Donovan, SECC Director
Matt Hirst, Information Technology Director
Tammy Speidel, Facilities and Support Services Director

ASSET TRANSFER AGREEMENT

by and between

MEDIC EMS, as Transferor

and

DEPARTMENT OF MEDIC EMS, as Transferee

RELATING TO THE TRANSFER OF ASSETS AND OPERATIONS OF
MEDIC EMS

Dated as of [November __, 2023]

THIS AGREEMENT is made and entered into as of the [_____] day of November, 2023 (the “Dated Date”), by and between MEDIC EMS (the “Transferor”) and DEPARTMENT OF MEDIC EMS, a department of Scott County, Iowa (the “Transferee”).

STATEMENT OF INTENT

WHEREAS, Transferor is a duly organized and licensed nonprofit tax-exempt 501(c)(3) nonprofit Iowa corporation consisting of assets and an assembled team of caring and altruistic Emergency Medical Service (“EMS”) professionals providing both emergency and non-emergency ambulance transportation, dispatching, and electronic patient care record hosting (the “EMS Operations” and, unless otherwise specified, EMS Operations includes the hereinafter defined “Assets”); and

WHEREAS, Transferor and Scott County, Iowa (“Scott County”) have determined the future provision of emergency medical services in the geographic area served by Transferor must be performed by a governmental unit to achieve optimal efficiencies and that Scott County is the logical governmental unit to perform such services, and to that end, Scott County has created Transferee, as a separate department; and

WHEREAS, Transferee agrees to assume substantially all of Transferor’s assets used in the operation of the EMS Operation and to undertake the EMS Operations solely for public purposes, and Transferor agrees to transfer the same, on the terms and subject to the conditions set forth in this Agreement, all as of the earliest occur of the Closing Date and Effective Date, each as described in Section 9.2; and

WHEREAS, following the Closing Date and Effective Date the Transferor will file Articles of Dissolution to wind up and liquidate its affairs; and

NOW, THEREFORE, in consideration of the promises, and the respective covenants and commitments of Transferor and Transferee set forth herein, and other good and valuable consideration, the receipt, acceptance and adequacy of which are hereby acknowledged, Transferor and Transferee hereby agree as follows:

ARTICLE I TRANSFER OF ASSETS AND OPERATIONS

1.1. Included Assets. Transferor hereby agrees to assign and transfer to Transferee, and Transferee agrees receive from Transferor, on the terms and subject to the conditions set forth in this Agreement, all of Transferor’s right, title and interest in and to the following assets used or usable by Transferor in the operation of the EMS Operations (hereinafter collectively referred to as the “Assets”):

- (a) Personal Property. All tangible and intangible personal property of every description and kind used in, usable in or necessary for the EMS Operations, unless otherwise specifically excluded in this Agreement.
- (b) Contracts, Leases, Agreements, etc. All necessary contracts, agreements participation and reimbursement agreements with health plans, insurance companies and other payors (collectively, the “Assigned Agreements”), for goods, equipment or services currently furnished to or necessary for the EMS Operations which are approved by Transferee for assumption prior to Closing, as specified on Schedule 1.1(b). Any of such agreements not so approved for assumption by Transferee shall remain the obligation of Transferor, and Transferee shall have no obligation to assume or honor the same.
- (c) Vehicles/Equipment. All of the vehicles, equipment, devices, instruments, furniture, fixtures, furnishings, leasehold improvements and other tangible personal property owned by Transferor and used by Transferor in the EMS Operations, except those items listed on Schedule 1.1(c) to this Agreement.
- (d) Inventories. All inventories of food, medical and business supplies, including but not limited to, dietary supplies, linens, medical supplies, housekeeping supplies, laundry supplies and office supplies, usable by Transferor in the ordinary course of the EMS Operations and owned by Transferor on the Closing Date (as defined in Section 9.2).
- (e) Intellectual Property Rights. All copyrights, copyright applications, trade names, trademarks or service marks, logos, registered or unregistered, and applications therefor, and other intellectual property rights, if any, used in the EMS Operations except those items listed on Schedule 1.1(e) to this Agreement, including, without limitation, the exclusive right to the use of the name “MEDIC EMS.”
- (f) Books and Records. All books, records and other documents and information relating to the Assets or used in the EMS Operations.
- (g) Permits/Licenses. All assignable permits, licenses, accreditations, and other approvals necessary or useful for the EMS Operations which are listed on Schedule 1.1(g) to this Agreement.
- (h) Goodwill. Goodwill (including all goodwill associated with and symbolized by the name or names identified in subsection (e) above as used as a trademark or service mark and all goodwill associated with and symbolized by another other trademark, trade name or corporate name used in the conduction of the EMS Operations as now operated), all related tangibles and intangibles which Transferor uses in the conduct of the EMS Operations and all rights to continue to use the Assets in the conduct of an on-going business.
- (i) Warranties. All assignable warranties and licenses received from manufacturers, lessors, or vendors of the Assets and any related claims, credits and rights of recovery or set-off with respect to such warranties and licenses.

- (j) Real Estate. All real estate owned by the Transferor.
 - (k) Residual Assets. All residual assets of the Transferor that exist after winding down and liquidating the affairs of the Transferor as allowed by Iowa Code section 504.1405.
- 1.2. Excluded Assets. The Assets listed below are hereby specifically excluded from the Assets being sold by Transferor to Transferee:
- (a) All cash and bank accounts of Transferor identified on Schedule 1.2 to this Agreement;
 - (b) Account receivables and any notes receivable, tax refunds or any other receivable owing to Transferor with respect to the EMS Operations on or prior to the Closing Date as further discussed in Article VIII;
 - (c) Unassigned or assumed insurance contracts and policies and all rights of any nature arising under such contracts and policies; and
 - (d) Those Assets listed on Schedule 1.2 attached hereto which the Transferee agrees to exclude.

ARTICLE II PURCHASE PRICE

- 2.1. Amount. Transferee agrees to pay and Transferor agrees to accept the sum of One Dollar (\$1.00) (the "Purchase Price"), in full payment for the Assets and EMS Operations being transferred.

ARTICLE III ASSUMPTION OF LIABILITIES

- 3.1. No Liabilities to be Assumed. Transferee shall not assume, and nothing contained in this Agreement shall be construed as an assumption by Transferee of, any liabilities, obligations or undertakings of Transferor of any nature whatsoever, whether fixed or contingent, secured or unsecured, known or unknown, relating to the Assets. Transferor shall be, and remain responsible for all of the liabilities, obligations and undertakings of Transferor *not specifically assumed by Transferee* hereunder, including without limitation, any professional liability arising from the EMS Operations on or prior to the Closing Date.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF TRANSFEROR**

As a material inducement to Transferee to enter into this Agreement and with the understanding that Transferee will be relying thereon in consummating the transactions contemplated hereunder, Transferor hereby represents and warrants to Transferee:

- 4.1. Organization and Standing. Transferor is a duly organized nonprofit tax-exempt 501(c)(3) corporation organized and validly existing under the laws of the State of Iowa, licensed to provide EMS services, and has all requisite power and authority necessary to own the Assets, to transfer the Assets to Transferee pursuant to this Agreement and to enter into and perform its commitments under each of the agreements to be executed by Transferor pursuant to this Agreement. No approval, consent of, or notice to, any person, entity, or governmental agency or authority is necessary other than the approval of the transfer of licensure.
- 4.2. Execution, Delivery; Valid and Binding Agreement. The execution, delivery and performance of this Agreement by Transferor and the consummation of the transactions contemplated hereby have been duly and validly authorized, and no other proceedings on the Transferor's part are necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by Transferor and, assuming that this Agreement is the valid and binding agreement of Transferee, constitutes the valid and binding agreement of Transferor, enforceable in accordance with its terms.
- 4.3. No Liens or Encumbrances. Transferor has, and will transfer and convey to Transferee, good and marketable title to the Assets, and on the Closing Date the Assets shall be free and clear of all mortgages, liens, claims, charges, encumbrances, leases, security interests, pledges, and title retention agreements of any kind or nature, except for real estate taxes, if any, for the current year not yet due and payable and such other permitted exceptions and encumbrances as may be approved by Transferee in writing.
- 4.4. Schedules. The information contained in each of the Schedules referenced in and attached to this Agreement is complete, accurate and correct in all material respects as of the date of each Schedule, which may be updated and supplemented as provided in Section 6.4. Information not currently provided as of the date of execution of this Agreement shall be provided prior to Closing and mutually agreed to by the parties.
- 4.5. No Breaches. Transferor is not in violation of, and the execution, delivery and performance of this Agreement or the other agreements contemplated by this Agreement and the consummation of the transactions contemplated hereby do not and will not result in any breach or acceleration of, any of the terms or conditions of the Transferor's Articles of Incorporation or Bylaws or of any mortgage, bond, indenture, contract, agreement, license or other instrument or obligation to which Transferor is a party or by which the Assets are bound. The execution, delivery and performance of this Agreement or the other agreements contemplated by this Agreement will not result in the material violation of any

statute, regulation, judgment, writ, injunction or decree of any court, entered, or to the best of Transferor's knowledge, after due and diligent inquiry, threatened in a proceeding or action in which Transferor is, was or may be bound or to which the Assets are subject.

- 4.6. Lawsuits and Proceedings. Except as set forth in Schedule 4.6, Transferor is not engaged in any legal action or other proceedings before any court or administrative agency which would or might prohibit the transactions contemplated hereby or which would or might adversely affect the Assets or the EMS Operations. Transferor is not a party to any action or proceeding, nor has it been threatened with any such action or proceeding, nor does there exist any basis therefor, which will or could have a material adverse effect on the condition, financial or otherwise, of the Assets or the EMS Operations. No order, writ, injunction or decree has been issued by, or, to the best of Transferor's knowledge, after due and diligent inquiry, requested of, any court or governmental agency which does or may result in any material adverse change in the Assets or in the financial condition of Transferor.
- 4.7. Compliance with Law. To the best of Transferor's knowledge, Transferor is not currently being charged with nor is it conducting the EMS Operations in violation of any applicable foreign, federal, state or municipal laws, regulations or ordinances.
- 4.8. Disclosure. There has been and will be no material change in the information set forth in the Schedules to this Agreement between the date of such Schedule and the date of this Agreement and the Closing Date. Transferor has not withheld from Transferee any material facts relating to the Assets or the business, operations, financial condition or prospects of the EMS Operations. No representation or warranty in this Agreement or in any letter, certificate, schedule, statement or other document furnished or to be furnished pursuant hereto or in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact required to be stated herein or therein or necessary to make the statements herein or therein not misleading.
- 4.9. Permits, Licenses and Applications. To the best of Transferor's knowledge, and except as set forth in Schedule 4.9, Transferor is not in material breach or violation of any licenses, certificates, permits, approvals, provider contracts or any other authorizations presently held in respect to the EMS Operations. Except as set forth in Schedule 4.9, no proceedings (judicial, administrative or otherwise) have been commenced, or to Transferor's knowledge threatened, with respect thereto, nor does any state of facts exist of which Transferor is aware that could lead to a revocation, suspension, termination or limitation of any rights under any thereof. Transferor shall provide to Transferee copies of all state and county survey and inspection reports and the responses thereto, Medicare cost reports, Medicaid cost reports, and existing reports or certificates concerning the EMS Operations. Transferor shall timely file all required cost reports when appropriate upon transfer of ownership of the EMS Operations.

- 4.10 Absence of Undisclosed Liabilities. Except as disclosed in the financial statements, Transferor (a) has no outstanding indebtedness (including, without limitation, accounts payable, unfunded pension liabilities, or liabilities known or unknown for federal, state, local or other governmental taxes, penalties, assessments or interest charges, lawsuits or claims), guaranties, or matters of suretyship, and (b) is not a party to any mortgage, deed of trust, indenture, loan or credit agreement, or similar instrument, other than will be paid and discharged of record at Closing. All such obligations are fully reflected on the books and records of Transferor, and none of them is, individually or in the aggregate, materially adverse.
- 4.11 Representations and Warranties. The representations and warranties contained in this Article IV shall be true on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF TRANSFeree

As a material inducement to Transferor to enter into this Agreement and with the understanding that Transferor will be relying thereon in consummating the purchase and sale contemplated hereunder, Transferee hereby represents and warrants to Transferor as follows:

- 5.1. Organization and Standing. Transferee is a department of Scott County and is duly organized and existing under the laws of the State of Iowa and has all requisite power and authority enter into this Agreement and to consummate the transactions contemplated by this Agreement.
- 5.2. Power and Authority. Transferee has full power and authority to enter into and to carry out the duties and obligations imposed on it by this Agreement. All proceedings have been taken and all authorizations have been secured by Transferee which are necessary to authorize the performance by Transferee of this Agreement and the other agreements and instruments contemplated hereby; and each of the same is and will be a legal, valid, and binding obligation of Transferee enforceable in accordance with its terms.
- 5.3. No Breaches. Transferee is not in violation of, and the execution, delivery and performance of this Agreement or the other agreements contemplated by this Agreement and the consummation of the transactions contemplated hereby do not and will not result in any breach or acceleration of, any mortgage, bond, indenture, contract, agreement, license or other instrument or obligation to which Transferee is a party. The execution, delivery and performance of this Agreement or the other agreements contemplated by this Agreement will not result in the violation of any statute, regulation, judgment, writ, injunction or decree of any court, entered, or to the best of Transferee's knowledge after due and diligent inquiry, threatened in a proceeding or action in which Transferee is, was or may be bound.

- 5.4. Use Assets Solely for Public Purposes. Transferee will use the Assets on and after the Closing Date solely for public purposes and none of the assets will inure to the benefit of any person that is not a governmental unit in the state of Iowa.
- 5.5. Representations and Warranties. The representations and warranties contained in this Article V shall be true on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

ARTICLE VI GENERAL COVENANTS OF PARTIES PENDING THE CLOSING

- 6.1. Negative Covenants. From the date hereof through the Closing Date (the “Interim Period”), Transferor shall continue with EMS Operations consistent with Transferor’s past practices, including without limitation maintenance of existing insurance coverages. Transferor shall do nothing to cause the EMS Operations to be operated in any way other than in the usual or ordinary course of business from the execution hereof to the Closing Date without first obtaining the written consent of Transferee. No Assets shall be disposed of without the prior written consent of Transferee.
- 6.2. Access to Information. During the Interim Period, Transferor shall grant to Transferee and Transferee’s authorized representatives access to its properties, books and records, premises and employees during reasonable business hours for the purposes of enabling Transferee to investigate the Assets, the business and the financial and other records of the EMS Operations.
- 6.3. Consents. The Parties shall use reasonable efforts to obtain, prior to the Closing Date, all consents or waivers to the transactions contemplated by this Agreement, *if any*, that may be required under any of the agreements or commitments of the Parties.
- 6.4. Updating of Schedules. If any Schedules are not attached hereto, the Parties agree to attach such Schedules as soon as reasonably practicable but in any event prior to five (5) days before the Closing Date. The Parties agree that the party charged with providing a Schedule to this Agreement shall, to the extent necessary after delivery thereof, amend or supplement all Schedules in order for the same to be current, true and correct as of the Closing Date.
- 6.5. Coordination of Assignment of Contracts, Permits, Licenses, etc. During the Interim Period, the Parties shall work collaboratively to coordinate the transfer and/or assignment, to the extent legally possible, if any, of all Assigned Agreements, and shall use its best efforts to complete such transfer or assignment of the Assigned Agreements, effective as of the Closing Date. Transferor agrees and covenants with Transferee that Transferor will assist and cooperate with Transferee’s efforts to transfer or take assignment of the Assigned Agreements, and Transferor will execute any instruments, agreements or assignment as Transferee may reasonably request in connection with the foregoing.

- 6.6 Tail Insurance. At or prior to Closing, Transferor shall procure, if available at commercially reasonable pricing, at Transferor's cost and expense, a tail insurance policy or endorsement covering general liability and professional liability for applicable statute of limitations period commencing on the Closing Date, and at the Closing or as soon thereafter as practicable Transferor shall deliver to Transferee a certificate evidencing such policy or endorsement and naming each of Transferee as an additional insured.

ARTICLE VII AGREEMENT REGARDING EMPLOYEES

- 7.1. Employees of the Transferor. On the Closing Date, the employment of the Transferor's employees will terminate. On the Effective Date, the Transferor's employees that accept Transferee's offer of employment shall become employees of Transferee (the "Transferred Employees"), pursuant to the terms set forth in the employment offering documents provided to the Transferor's employees.

Transferee shall assume responsibility for all wages and benefits of all Transferred Employees arising on and after the Effective Date. Transferor shall be responsible for all wages and benefits of all employees of Transferor arising on and prior to the Closing Date. Any necessary adjustments for accrued wages and benefits shall be reconciled pursuant to Article VIII.

Except as otherwise expressly provided in this Section, Transferee is not assuming any liability for employees of Transferor, including Transferred Employees, arising on or prior to the Closing Date.

Transferor shall indemnify and hold harmless Transferee from such obligations and liabilities relating to Transferor's employees pursuant to Section 10.1 hereof not expressly assumed by Transferee. Transferee shall be solely responsible for all terms of employment and benefits for employees who become employees of Transferee after the Closing and shall hold harmless Transferor from all liabilities and obligations relating to Transferee's employees arising after the Closing Date pursuant to Section 10.2 herein. The parties agree to cooperate in providing notice to the Transferor's employees regarding the termination of Transferor-provided benefits as such notice is required by federal and state law. The provisions of this Section shall survive this Agreement.

- 7.2. Payroll Taxes. Transferor agrees to pay any payroll taxes due and owing for its employees through and including the Closing Date. Thereafter, Transferred Employees shall be employed at the cost of the Transferee, including any payroll taxes applicable thereto.

ARTICLE VIII
AGREEMENT REGARDING FINANCIAL OBLIGATIONS

- 8.1. Accounts Payable and Receivable. All Accounts Payable accrued through and including the Closing Date shall be borne by Transferor. All Accounts Payable resulting from the operation of the EMS Operations and incurred after the date of Closing Date shall be the responsibility of the Transferee. All Accounts Receivable existing as of the Closing Date, which are attributable to the operation of the EMS Operations (the “Pre-Closing Accounts Receivable”), shall be retained by Transferor. Transferee shall make reasonable efforts to collect the Pre-Closing Accounts Receivable on behalf of Transferor. Transferee further agrees that if at any time after the Closing Transferee shall receive any payments or reimbursements relating to the Pre-Closing Accounts Receivable, Transferee shall remit such payment or reimbursement to Transferor. All Accounts Receivable resulting from the operation of the EMS Operations following the Closing shall be the property of and collected by Transferee. Transferor agrees that if at any time after the Closing Transferor receives any payments or reimbursements relating to Accounts Receivable attributable to the operation of the EMS Operations after the Closing Date, Transferor shall remit such payment or reimbursement to Transferee. For a period of 24 months after the Closing Date, Transferee shall not classify any Pre-Closing Accounts Receivable as “not collectible” or record any Pre-Closing Accounts Receivable as “bad debt” without the prior written consent of the Transferor.
- 8.2. Application of Funds Received. All payments received by either party from and after the Cutoff Time and up until the Final Reconciliation shall be handled as follows:
- 8.2.1 Payments which specifically indicate on the check or on an accompanying remittance advice, or if the Parties agree, that they relate to the period on or prior to the Closing Date, shall be credited to Transferor.
- 8.2.2 Payments which specifically indicate on the check or on an accompanying remittance advice, or if the Parties agree, that they relate to the period from and after the Closing Date, shall be credited to Transferee.
- 8.3. Cooperation in Processing of Claims. Until the Final Reconciliation as described and set forth under Section 8.5.9 below has been completed, each Party agrees that it will provide the other Party with any information reasonably required to enable either Party to complete its billing or other payouts in accordance with this Agreement.
- 8.4. No Implied Assumption of Liabilities. Transferee shall not assume or otherwise be responsible for any liabilities or obligations of Transferor (including, without limitation, any taxes of Transferor) except as expressly set forth in this Agreement.
- 8.5. Closing Accounting Statement and Credits.
- 8.5.1. Closing Accounting Statement. At Closing, each Party shall deliver a closing accounting statement duly executed by such Party setting forth in reasonable detail the

financial transactions contemplated by this Agreement, including, without limitation, the credits and prorations specified in this Agreement (each, a “Closing Statement”). To the extent exact dollar amounts as of the Closing Date with respect to one or more items are not determinable prior to the Closing Date, the Parties shall reasonably estimate the amount of such item or items. All items on the Closing Statement will be subject to final reconciliation as of the Closing Date under Section 8.5. Upon the execution and delivery of the Closing Statement, the Party determined to owe cash as a result of the Closing Statement shall promptly pay such cash to the other Party at the Closing.

8.5.2. Accrued Employee Benefits. If applicable, the Closing Statement shall include the any credits for employee benefits.

8.5.3 Pre-Closing Accounts Payable. All payables which accrue prior to 12:00.01 a.m. on the Closing Date (the “Cutoff Time”) shall be Transferor’s responsibility and shall be subject to the reconciliation process described herein. All payables, including accounts payable which accrue after the Cutoff Time shall be Transferee’s responsibility (for the benefit of Transferor) and shall be subject to the reconciliation process described herein. Transferor shall pay all accounts payables in the ordinary course of business through (but not including) the Closing Date.

8.5.4 Transferor Deposits. At Closing, Transferor shall provide a complete schedule of all refundable security deposits, reservation deposits and other amounts prepaid by third parties that are held by Transferor with respect to the EMS Operations (the “Transferor Deposits”). The Closing Statement shall include a credit to Transferee for the aggregate amount of the Transferor Deposits, and Transferee shall assume the obligation to refund such Transferor Deposits to any third parties, as appropriate, from and after the Closing Date in accordance with the terms of the agreement with such party.

8.5.5. Vendor Security Deposits. At Closing, Transferor shall provide a complete schedule of all of the security deposits paid by Transferor with respect to the utility accounts and Assigned Agreements (the “Vendor Security Deposits”) as of the Closing Date. To the extent any Vendor Security Deposit is assignable, Transferor shall assign its rights to such Vendor Security Deposit from and after the Closing Date to Transferee.

8.5.6 Taxes and Assessments. All property taxes and assessments shall be prorated between the Transferor and the Transferee as of the Cutoff Time. Such prorations shall be made on an accrual basis with reference to the most recent available tax information with a post-Closing re-proration being made within thirty (30) days after either Party's receipt of the actual final tax bills for the applicable years. Each Party shall timely reimburse the Party required by law to make an applicable payment of taxes or assessments for its share of such taxes or assessments as determined pursuant to this Section 8.5.6.

8.5.7. Other Costs. All other costs and expenses of the EMS Operations and all revenue therefrom customarily prorated and adjusted between a transferor and a transferee shall be prorated on the Closing Statement or as part of the reconciliation process set forth hereinafter. Notwithstanding anything to the contrary contained in this Agreement,

Transferor shall not assign any insurance policy and there shall be no proration of any pre-paid costs of insurance maintained by Transferor with respect to the EMS Operations, it being understood that Transferor shall be entitled to any refunds on account thereof.

8.5.8 Prepaid Expenses. At Closing, Transferor shall provide a complete schedule as part of the Closing Statement of all prepaid expenses paid by Transferor that relate to periods from and after the Closing Date and responsibility for which is being assumed by Transferee (the “Prepaid Expenses”). The Closing Statement shall include a credit to Transferor for the amount of the Prepaid Expenses, and to the extent any Prepaid Expenses are neither scheduled nor included on the Closing Statement, such Prepaid Expenses shall be part of the Final Reconciliation.

8.5.9 Post-Closing Reconciliation. Within one hundred twenty (120) days after the Closing Date, representatives of Transferor and Transferee shall cooperatively prepare a proposed initial statement of reconciliation (the “Initial Reconciliation”) itemizing the following:

- i. all of the items on the applicable Closing Statement;
- ii. all accounts payable actually collected by either Party; and
- iii. all other costs, charges and expenses paid by one Party that are properly allocable to the other Party in accordance with the terms and provisions of this Agreement and to whom such amounts should be properly allocated.

The Initial Reconciliation shall include appropriate detail to identify the items being adjusted and shall include all costs and expenses. A final reconciliation of all expenses, costs, charges, and service fees shall be prepared by Transferor and delivered to Transferee within one hundred eighty (180) days after the Closing Date or as soon thereafter as practicable (the “Final Reconciliation”). All amounts initially calculated or determined under this Agreement as of the date of the preparation of a schedule shall as part of the Initial Reconciliation and Final Reconciliation be adjusted so as to be calculated or determined as of the Closing Date. Throughout the period leading up to the Initial Reconciliation and the Final Reconciliation, each Party shall provide to the other Party any information it may receive regarding the revenue and expense items. The Final Reconciliation shall appropriately reflect the net amount owed to Transferee or to Transferor as a result of such reconciliation. After approval of the Final Reconciliation by both Parties, the Party determined to owe cash as a result of such Final Reconciliation shall promptly pay such cash to the other Party, by wire transfer of immediately available funds or as otherwise agreed. In the event the Parties have not agreed with respect to the adjustments required to be made pursuant to this Agreement within thirty (30) days following the Final Reconciliation date, upon request by any Party, a certified public accountant reasonably acceptable to the Parties shall determine any adjustments which have not theretofore been agreed to between such Parties, and such determination shall be binding on all Parties.

ARTICLE IX CLOSING

- 9.1. General Procedure. On the Closing Date, each party shall deliver to the other party such documents, instruments and materials as may be reasonably required in order to effectuate the intent and provisions of this Agreement, and all such documents, instruments and materials shall be satisfactory in form and substance to counsel for the other party.
- 9.2. Time and Place. The closing of the transactions contemplated hereby shall take place on December 31, 2023, at the Scott County Administrative Center, or at such other time and place as shall be mutually acceptable to Transferee and Transferor (the “Closing” or the “Closing Date”), with the effective date of the transfer of the EMS Operations hereunder being at 12:01 a.m. on January 1, 2024 (the “Effective Date”).
- 9.3. Conditions to Obligations of Transferee. The obligation of Transferee to complete the closing of the transactions contemplated hereby on the Closing Date is, at its option, subject to the satisfaction of each of the following conditions:
- (a) Representations and Covenants. (i) The representations and warranties made by Transferor in this Agreement shall be correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made as of the Closing Date, (ii) there shall not have been any material adverse change in the Assets and operations prior to the Closing Date, and (iii) there has been no material change in the information set forth in the Schedules between the date of this Agreement and the Closing Date that has not been accepted by Transferee;
 - (b) Compliance with Covenants. All obligations and covenants which Transferor is required to perform or comply with on or before the Closing Date shall have been fully complied with or performed in all material respects;
 - (c) No Action or Proceeding. No action, suit, proceeding or investigation before any court or governmental body or authority, which presents a substantial risk of restraining or prohibiting the transactions contemplated by this Agreement or of having a material adverse impact on the Assets or the EMS Operations, shall have been instituted, threatened, or be pending against Transferor or Transferee on or before the Closing Date;
 - (d) License/Permits. Approvals from every governmental agency that must approve this transfer shall have been received prior to Closing Date, together with all other appropriate licenses, permits and authorizations necessary for EMS Operations;
 - (e) Delivery of Closing Documents. Transferor shall have delivered to Transferee each of the items listed in Section 9.5(b) and such items shall be satisfactory in form to Transferee;

- (f) Approval of Documents. All instruments and proceedings incident to the authorization, execution, and delivery of this Agreement by Transferor and Transferee necessary for the transactions contemplated by this Agreement which have not been previously approved by Transferee and its counsel shall be reasonably satisfactory to Transferee and its counsel. Transferor shall have furnished to Transferee or its counsel such records and information relating to the Assets, the EMS Operations, the Transferor, and the transactions contemplated hereby as Transferee has reasonably requested, to enable the Transferee to verify the consummation of the transactions contemplated hereby, and assist the Transferee in the taking of all necessary actions and proceedings in connection herewith, and compliance with the conditions set forth in this section.

If any of the conditions precedent to Transferee's obligations to close set forth in this Section 9.3 have not been materially satisfied or waived by the Closing Date, Transferee may: (a) cancel this Agreement by notifying Transferor, in which event neither party shall have any further obligation to the other, other than with respect to those provisions that survive termination hereof; or (b) waive, in Transferee's sole discretion, any conditions precedent to that Transferee's obligation to close and waive any rights or claims against Transferor with respect to such conditions precedent; provided, however, Transferor shall not have any financial obligation with respect to satisfying such conditions precedent except as set forth herein.

9.4. Conditions to Obligations of Transferor. The obligation of Transferor to complete the transfer of the Assets and the EMS Operations on the Closing Date is, at its option, subject to the satisfaction of each of the following conditions:

- (a) Accuracy of Representations and Warranties. The representations and warranties made by Transferee in this Agreement shall be correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date;
- (b) Compliance with Covenants. All covenants which Transferee is required to perform or comply with on or before the Closing Date shall have been fully complied with or performed in all material respects;
- (c) No Action or Proceeding. No action, suit, proceeding or investigation before any court or governmental body or authority, which presents a substantial risk of restraining or prohibiting the transactions contemplated by this Agreement or of having a material adverse impact on the Assets, shall have been instituted or threatened against Transferor or Transferee on or before the Closing Date; and
- (d) Delivery of Closing Documents. Transferee shall have delivered to Transferor each of the items listed in Section 9.5(a) and such items shall be satisfactory in form to Transferor.

9.5. Specific Items to be Delivered at the Closing. Without limiting the scope of Section 9.1 hereof, Transferor and Transferee shall deliver the following items to each other at the Closing of the transactions contemplated by this Agreement:

- (a) To be delivered by Transferee:
 - (i) The portion of the Purchase Price to be paid at Closing as set forth in Sections 2.2;
 - (ii) Assumption of Transferor's interests in the Assigned Agreements described in Section 1.1(b);
 - (iii) Certificate of Transferee certifying as to Transferee's compliance with the Closing conditions set forth in Section 9.4(a), (b) and (c); and
 - (iv) Closing accounting statements set forth in Article VIII.

- (b) To be delivered by Transferor:
 - (i) Bill of Sale transferring the Assets to Transferee;
 - (ii) Assignments of Transferor's interests in the Assigned Agreements described in Schedule 1.1(b) and a list of consents and waivers obtained and a description of consents and waivers to be obtained pursuant to Section 6.3 hereof;
 - (iii) A certificate of Transferor certifying as to compliance with the Closing conditions set forth in Sections 9.3(a), (b) and (c);
 - (iv) Closing accounting statements set forth in Article VIII; and
 - (v) Warranty Deeds for the real estate owned by the Transferor; and
 - (vi) Such other instruments, documents and materials as may be reasonably requested by the Transferee in order to effectuate the transaction contemplated hereunder.

9.6. Additional Documentation. Transferor shall from time to time, subsequent to the Closing Date, at Transferee's request and without further consideration, execute and deliver to Transferee such other instruments of conveyance, assignment or transfer and take such other action as Transferee reasonably may require in order more effectively to convey, transfer to and vest in Transferee, and put Transferee in possession of, the Assets and to carry out the EMS Operations.

ARTICLE X
INDEMNIFICATION; SURVIVAL; POST-CLOSING OBLIGATIONS

- 10.1. Transferor. Transferor agrees to indemnify Transferee with respect to, and hold Transferee harmless from, any loss, liability or expense which Transferee may directly or indirectly incur or suffer by reason of, or which results, arises out of or is based upon (a) the inaccuracy of any representation or warranty made by any Transferor in this Agreement, (b) the failure of any Transferor to materially comply with any covenants or other commitments made by Transferor in this Agreement, or (c) any liability relating to or arising out of the EMS Operations on or prior to the Closing Date that is not specifically assumed by Transferee pursuant to this Agreement unless such liability is covered by insurance maintained by the Transferor in which event the amount of indemnification is limited to the amount of insurance coverage for such liability.
- 10.2. Transferee. Transferee agrees to indemnify Transferor with respect to, and hold Transferor harmless from, any loss, liability or expense which Transferor may directly or indirectly incur or suffer by reason of, or which results, arises out of or is based upon (a) the actions by Transferee subsequent to the Closing Date, (b) the material inaccuracy of any representation or warranty made by Transferee in this Agreement, or (c) the failure of Transferee to materially comply with any covenants or other commitments made by Transferee in this Agreement.
- 10.3. Legal Proceedings. In the event Transferee or Transferor become involved in any legal, governmental or administrative proceeding which may result in indemnification claims hereunder, such party shall promptly notify the other parties in writing and in full detail of the filing, and of the nature of such proceeding. The other party may, at its option and expense, defend any such proceeding if the proceeding could give rise to an indemnification obligation hereunder. If the other party elects to defend any proceeding, it shall have full control over the conduct of such proceeding, although the party being indemnified shall have the right to retain legal counsel at its own expense and shall have the right to approve any settlement of any dispute giving rise to such proceeding, provided that such approval may not be withheld unreasonably by the party being indemnified. The party being indemnified shall reasonably cooperate with the indemnifying party in such proceeding.
- 10.4. Survival. Notwithstanding any investigation made by or on behalf of any of the parties hereto or the results of any such investigation and notwithstanding the participation of such party in the Closing, the representations and warranties contained in Article IV and Article V hereof shall survive the Closing for a period of two (2) years after the Closing Date, and the indemnification provided in this Article X shall survive the Closing.
- 10.5. Remedies After Closing. The rights set forth in this Article X shall be in addition to any remedy available to either party at law or in equity, including but not limited to specific performance and reasonable attorney's fees or costs arising from or due to the other party's

default of its obligations, covenants, warranties or representations as set forth in this Agreement.

- 10.6. Post Closing Cooperation and Coordination. The Parties agree to work collaboratively to coordinate and facilitate the Plan of Dissolution adopted by the Transferor and enable the Transferor to wind up and liquidate its corporate affairs after filing Articles of Dissolution, including, without limitation, the assistance and cooperation from former Transferee employees and access to any former Transferor Assets, to ensure a complete wind down of the Transferor's corporate affairs. Further, the Transferee agrees to provide assistance to the Transferor in the event the Transferor's cash reserves are insufficient to enable the Transferor to meet the objectives stated in the Statement of Intent set forth at the beginning of this Agreement.

ARTICLE XI TERMINATION

- 11.1. Termination. This Agreement may be terminated at any time prior to the closing:
- (a) by the mutual consent of Transferee and Transferor;
 - (b) by Transferee if there has been a material misrepresentation, breach of warranty or breach of covenant on the part of the Transferor in the representations, warranties and covenants set forth in this Agreement and by Transferor if there has been a material misrepresentation, breach of warranty or breach of covenant on the part of the Transferee in the representations, warranties, and covenants set forth in this Agreement;
 - (c) by Transferee if the Transferee's conditions to closing pursuant to Section 9.3 hereof are not satisfied as of the Closing Date, or by Transferor if the Transferor's conditions to closing pursuant to Section 9.4 hereof are not satisfied as of the Closing Date; and
 - (d) by Transferee if any change to a Schedule is not acceptable to Transferee pursuant to Section 6.4 hereof.
- 11.2. Effect of Termination. In the event of termination of this Agreement as provided in Section 11.1, this Agreement shall become void, there shall be no liability on the part of either Transferee or Transferor, or their respective officers, directors or agents, except that Sections 12.2 and 12.6 hereof shall survive indefinitely.

ARTICLE XII MISCELLANEOUS

- 12.1. Binding Effect/Assignment. This Agreement shall be binding upon and inure to the benefit of and be enforceable against the parties hereto and their respective successors. This Agreement shall not be assignable by Transferor or Transferee; provided, however, that Transferee may assign its interest in this Agreement to an entity in which Transferee has an ownership interest.
- 12.2. Governing Law. This Agreement shall in all respects be governed by, and enforced and interpreted in accordance with, the internal laws of the State of Iowa except for any paramount federal laws that may be applicable.
- 12.3. Notices. All notices, consents, requests, demands, instructions or other communications provided for herein shall be in writing and shall be deemed validly given, made and served when (a) delivered personally, (b) sent by certified or registered mail, postage prepaid, (c) sent by reputable overnight delivery service, or (d) sent by electronic mail or telephonic facsimile transmission, and, pending the designation of another address, addressed as follows:

If to Transferee: Department of MEDIC EMS
c/o: Director
Scott County Administration Center
600 West 4th Street
Davenport, Iowa 52801
Telephone: 563-328-4178
Fax: 563-328-3285

with a copy to: Scott County Attorney
Scott County Courthouse
400 W. 4th Street
Davenport, Iowa 52801
Telephone: 563-326-8600
Fax: 563-326-8763

If to Transferor: MEDIC EMS
c/o: Director
1204 East High Street
Davenport, Iowa 52803
Telephone: 563-323-6806
Fax: 563-323-1705

with a copy to: Ralph W. Heninger
Heninger and Heninger P.C.
101 W. 2nd St. Ste 501
Davenport, Iowa 52801
Telephone: 563-324-0418 Ext. 2
Fax: 563-324-5808

- 12.4. Entire Agreement; Modification and Counterparts. This Agreement and the Schedules attached hereto evidence the complete and entire Agreement between Transferor and Transferee relating to the purchase and sale of the Assets and the EMS Operations and supersedes in all respects any and all prior oral or written Agreements or understandings between the parties, including without limitation the letter of intent executed by the parties. This Agreement shall be amended or modified only by written instrument signed by each Transferor and Transferee. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one Agreement.
- 12.5. Headings and Statement of Intent. Section and Article headings used in this Agreement have no legal significance and are used solely for convenience of reference; however, the Statement of Intent on the first page of this Agreement is part of the terms and conditions of this Agreement.
- 12.6. Expenses. Except to the extent otherwise provided in this Agreement, each party shall pay for its own legal, accounting and other similar expenses incurred in connection with the transactions contemplated by this Agreement, whether or not such transactions are consummated.
- 12.7. Risk of Loss. The risk of loss shall remain with Transferor until the Closing Date, and Transferor until such time will continue in force any and all fire, casualty, theft or other insurance policies relating to the Assets and the EMS Operations. In the event of any destruction, damage to or theft of the Assets or property related thereto prior to the Closing Date, Transferee shall have the right to elect not to proceed with the transactions contemplated by this Agreement.
- 12.8. Severability. Each and every provision of this Agreement shall be deemed valid, legal and enforceable in all jurisdictions to the fullest extent possible. Any provision of this Agreement that is determined to be invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be adjusted and reformed rather than voided, if possible, in order to achieve the intent of the parties. Any provision of this Agreement that is determined to be invalid, illegal or unenforceable in any jurisdiction which cannot be adjusted and reformed shall, for the purposes of that jurisdiction, be voided. Any adjustment, reformation or avoidance of any provision of this Agreement shall only be effective in the jurisdiction requiring such adjustment or avoidance, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or adjusting, reforming, voiding or rendering that provision or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.
- 12.9. No Third-Party Beneficiary. This Agreement is intended solely for the benefit of the parties hereto and is not intended to, and shall not create any enforceable third-party beneficiary rights.

IN WITNESS WHEREOF, Transferor and Transferee have each executed this Agreement by their respective duly authorized representatives as of the Dated Date.

MEDIC EMS

By: _____
Robert Frieden, Board Chair

DEPARTMENT OF MEDIC EMS

By: _____
Ken Beck, Chair, Scott County Board of Supervisors

Schedule 1.1(b)

ASSIGNED AGREEMENTS

Agency	Type of Contract	Scott County to Issue New Contract
Absolute Software	Services Received	YES
Adobe	Services Received	
Aerohive	Services Received	
Apple ID Enterprise	Services Received	
AT&T	Services Received	
BaseCamp 3	Services Received	
BeON Access	Services Received	YES
Biotron	Services Received	YES
Brent Ozar	Services Received	
CAAS	Regulatory-Accred	
Cedar County EMS System Response Agreement	Services Provided	YES
Geneseo Communications	Services Received	
Central Scott Telephone/Tech	Services Received	YES
Cererus	Services Received	
Cisco	Services Received	
CLIA	Regulatory-Accred	YES
ConnectWise	Services Received	
Cummins Generator Maintenance Agreement	Services Received	
DirectTV	Services Received	
Dispatch MOU-Bennett Ambulance	Services Provided	YES
Dispatch MOU-Durant Ambulance	Services Provided	YES
Dispatch MOU-Wheatland Ambulance	Services Provided	YES
Duo	Services Received	
Eagle View Behavioral Health	Services Provided	YES
EICC-EMT Student Employees	Services Received	YES
EMS Transportation Agreement for Scott County Iowa EMS Non-Transport Service Programs	Services Provided	YES
EMS Survey Team/Mobile Health Resources	Services Received	YES
eSchedule	Services Received	YES
ESRI	Services Received	YES
EventBrite	Services Received	
Everbridge Company	Services Received	
First Watch	Services Received	YES
Fleetio	Services Received	
ForcePoint Websense	Services Received	
Fortinet	Services Received	
FoxIT	Services Received	
Fulton Township	Services Provided	YES
Gatekeeper Systems	Services Received	

Genesis Ambulance Dispatching	Services Provided	YES
Genesis Education Affiliation-Unpaid Internship	Services Received	YES
Genesis Hosting Services Agreement	Services Provided	YES
Genesis Pharmacy	Services Received	YES
Google Enterprise	Services Received	
HAVIS	Services Received	
Hospice-Beacon of Hope	Services Provided	YES
Hospice-Genesis Hospice	Services Provided	YES
Hospice-ProMedica Hospice Services	Services Provided	YES
Hospice-Hospice Compassus Hospice Services	Services Provided	YES
Hospice-IHCC Inc.	Services Provided	YES
Hospice-Mercy Home Care & Hospice	Services Provided	YES
Hospice-St. Croix Hospice	Services Provided	YES
Hospice-Unity Point at Home	Services Provided	YES
Hospital-Genesis Serv/Supplies	Services Received	YES
Hospital-MercyOne-Clinton	Services Provided	YES
Hospital-Quad Cities Rehabilitation Institute	Services Provided	YES
Hospital-SBH-Davenport, LLC	Services Provided	YES
IAED ACE	Regulatory-Accred	
IDS Vending	Services Received	
InquireHire	Services Received	
Illinois Ambulance Provider License	Regulatory-Accred	YES
ImageTrend	Services Received	
Iowa Board of Pharmacy Certificate of Registration Iowa Controlled Substances Act	Regulatory-Accred	YES
Iowa Depart of Homeland Security and Emergency Management	Services Received	YES
Iowa Department of Public Health EVD Transport Service Agreement	Services Provided	YES
Iowa Depart of Public Health Service Program Authorization	Regulatory-Accred	YES
Kejeet Sentinel	Services Received	YES
KnowBe4	Services Received	
Life Line Billing Systems, d/b/a LifeQuest Services	Services Received	
LifeNet	Services Received	
LightBug Asset Tracking	Services Received	
Linguist Ford	Services Received	
LinkedIN	Services Received	
LocknCharge	Services Received	
LTC-Accordius Health at St. Mary, LLC	Services Provided	YES
LTC-Good Samaritan	Services Provided	YES
LTC-Manor Care Utica Ridge	Services Provided	YES
LTC-The Kahl Home	Services Provided	YES
Lumen	Services Received	
Luxsci	Services Received	
ManageEngine	Services Received	
ManicTime	Services Received	
Master Lock Vault Enterprise	Services Received	
MCI	Services Received	

MediaCom	Services Received	
Medicaid-Amerigroup	Govt-Ins Payors	YES
Medicaid-Iowa Total Care	Govt-Ins Payors	YES
Medicaid-Logisticare	Govt-Ins Payors	YES
Medicare	Govt-Ins Payors	YES
MercyOne Clinton Pharmacy Agreement	Services Received	YES
Microsoft	Services Received	
Midwest Time and Attendance	Services Received	
Millet Software	Services Received	
Mission Lifeline	Regulatory-Accred	
Montpelier Township	Services Provided	YES
Mutual Aid-Clinton County	Mutual Aid	YES
Mutual Aid-Muscatine Fire	Mutual Aid	YES
Mutual Aid-Paramount Ambulance	Mutual Aid	YES
Mutual Aid-Quad City Contingency Plan	Mutual Aid	YES
Mutual Aid-West Des Moines	Mutual Aid	YES
Mutual Aid-Wilton Fire	Mutual Aid	YES
Navex	Services Received	YES
Nimbelink	Services Received	
Oelerich & Associates	Services Received	
Office Machine Consultants	Services Received	
Okta	Services Received	
Panasonic	Services Received	
Payor Logic, Inc.	Services Received	
PDQ	Services Received	
Priority Dispatch	Services Received	YES
Pitney Bowes	Services Received	
Professional Billing Services	Services Received	YES
PRTG	Services Received	
Pure SAN	Services Received	
RapidSOS	Services Received	
Red-Gate	Services Received	
Rubrik	Services Received	
SAP	Services Received	
SECTOGO SSL	Services Received	
Select Specialty Hospital-Quad Cities	Services Provided	YES
Sierra Wireless	Services Received	
SMSEagle	Services Received	
Sophos	Services Received	
Stericycle	Services Provided	YES
Stryker Cots	Services Received	YES
Stryker Lucas Devices/AEDs	Services Received	YES
SurveyMonkey	Services Received	
SyncFusion	Services Received	
Synology	Services Received	
SysAid	Services Received	
TechSmith	Services Received	

Tier-Bennett Ambulance	Services Provided	YES
Tier-Clarence Ambulance	Services Provided	YES
Tier-Community Ambulance (Preston)	Services Provided	YES
Tier-Durant Ambulance	Services Provided	YES
Tier-Fulton Ambulance	Services Provided	YES
Tier-Mt. Carroll Ambulance	Services Provided	YES
Tier-Oxford Junction Ambulance	Services Provided	YES
Tier-Tipton Ambulance	Services Provided	YES
Tier-Wheatland Ambulance	Services Provided	YES
Tier-Wilton Fire	Services Provided	YES
Training Center Agreement-Eastern Iowa Community Colleges	Services Provided	YES
Training Center Agreement-Iowa Western Community College	Services Provided	YES
Training Center Agreement-Kirkwood Community College	Services Provided	YES
UnityPoint Trinity System Access Agreement	Services Received	YES
US Digital Designs	Services Received	
Vector Solutions	Services Received	
Verizon	Services Received	
Vimeo	Services Received	
Vmware	Services Received	
Webspec	Services Received	
Wellmark	Govt-Ins Payors	YES
YoDeck	Services Received	
Zoll	Services Received	YES
Zoom	Services Received	
ISICS MOU	Services Received	YES
ISICS MOU with Clinton County	Services Received	YES

Schedule 1.1(c)

EXCLUDED VEHICLES AND EQUIPMENT

No listed exclusions.

Schedule 1.1(e)

EXCLUDED INTELLECTUAL PROPERTY

No listed exclusions.

Schedule 1.1(g)

PERMITS/LICENSES

Permit / License	Scott County to Apply for New Permits / Licenses
CLIA	Yes
Illinois	Yes
Iowa	Yes
Iowa Medicaid	Yes
Medicare	Yes
NPI	Yes
Pharmacy	Yes
Vehicle	Yes

Schedule 1.2

EXCLUDED ASSETS

NEED TO ADD LIST: which accounts will be excluded

Excluded Items	Type
Paid Time Off benefits exceeding agreed upon calculation	Benefits
403(b) pension defined contribution pension plan	Benefits
\$200,000 to be retained by MEDIC EMS for post transfer closeout; remainder of funds to be remitted to Scott County	Cash

Schedule 4.6

LAWSUITS AND PROCEEDINGS

None.

Schedule 4.9

PERMITS AND LICENSES – BREACHES AND VIOLATIONS

None.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

APPROVING THE ASSET TRANSFER AGREEMENT BETWEEN MEDIC EMS, AN
IOWA NONPROFIT CORPORATION AND MEDIC EMS OF SCOTT COUNTY, A
DEPARTMENT OF SCOTT COUNTY, IOWA

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. Scott County is in support of MEDIC EMS as an emergency medical services provider within Scott County.

Section 2. The MEDIC EMS Governing Board has requested that Scott County receive its assets and liabilities as part of a new department of the County.

Section 3. The county agrees to receive the assets, liabilities, and employees and begin emergency medical services on or about January 1, 2024.

Section 4. The Board Chair is authorized to sign Asset Transfer Agreement on behalf of the County Board.

Section 4. This resolution shall take effect immediately.

Item 12
11/21/2023

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

APPROVAL OF \$22,500 TO HUMILITY HOMES AND SERVICES WINTER
EMERGENCY SHELTER

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That Scott County hereby approves financial support in the amount of \$22,500 for Humility Homes and Services to operate the winter emergency shelter once again this winter.
- Section 2. This resolution shall take effect immediately.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

Office: (563) 326-8702

www.scottcountyiowa.gov



November 14, 2023

To: Mahesh Sharma, Scott County Administrator

From: David Farmer, Director of Budget and Administrative Services

RE: Billing and collection contacts for MEDIC EMS of Scott County

The MEDIC EMS of Scott County transition team is recommending approval of the contracts with Professional Billing Services of Illinois, Inc. and Municipal Collections of America, Inc.. Both contractors provide services of the revenue billing and collection cycle of EMS services.

Professional Billing Services of Illinois, Inc. (PBS) is the current billing provider for MEDIC EMS. Through our transition discussion, the transition team determined that PBS was familiar with EMS operations and remained a recommended vendor to continue services for the County. PBS will be paid a commission of 4% of all payments received by the County arising from medical billings. Additionally, The County agrees to pay 50% of a pre-billing module that benefits both organizations. The agreement will be for three years, expiring December 31, 2026, and shall automatically renewed unless negotiated.

Municipal Collections of America, Inc. (MCOA) is a licensed collections agency in the State of Iowa and came highly recommended from multiple municipal governments that have EMS services. This contractor works to collect outstanding receivables that are approximately 180 days past due. MCOA is an industry leader in the state and is experienced in the new State of Iowa – Iowa Department of Revenue Setoff Program. The Setoff program enables the State to collect proceeds from income tax revenues, gambling winnings and similar sources and remit them to the County. No fees shall be payable to MCOA unless money is collected, at which time MCOA shall be paid as follows:

- If the County adds a 25% collection fee to debt upon delinquency, MCOA shall receive 20% of the balance paid.
- If the County does not add a 25% collection fee to a debt upon delinquency, MCOA shall receive 25% of the proceeds paid.

The contract is for a period of 12-months from the date approved, and will continue in one year increments, unless written notices is provided sixty days prior to termination.

The agreements have been reviewed by County legal.

CC:

Paul Andorf, MEDIC EMS of Scott County Director

COLLECTION SERVICES AGREEMENT
MUNICIPAL COLLECTIONS OF AMERICA, INC.

This COLLECTION SERVICES AGREEMENT is hereby entered into this ____ day of _____, 2023 by and between Municipal Collections of America, Inc., (MCOA) and Scott County, Iowa (hereinafter referred to as THE COUNTY).

WHEREAS, MCOA is a duly licensed collection agency in the State of Iowa; and

WHEREAS, MCOA possesses the personnel, experience, expertise, and equipment to effectively aid THE COUNTY in collecting fines through an effective collection process; and

WHEREAS, THE COUNTY may wish to list certain debts with MCOA for collection from time to time and MCOA may wish to accept such claims for collection.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

Any debts and/or fines listed for collection with MCOA will be collected and administered pursuant to all the terms and conditions in this Agreement.

All debts and fines submitted to MCOA for collection shall be submitted using the forms and procedures designated by MCOA and pursuant to this agreement.

Upon request of MCOA, THE COUNTY, or its Agents, will provide any relevant documentation deemed necessary for use by MCOA in its collection efforts in a timely manner.

MCOA will acknowledge receipt of any debts listed for collection within five days thereof.

MCOA retains the right to reject any debt submitted for collection. MCOA shall provide THE COUNTY with an explanation for any such rejection.

ARTICLE II

MCOA shall use its best efforts and any lawful means which in its judgment and discretion it believes will result in the collection of the debt/fines which are listed for collections.

ARTICLE III

No fees shall be payable to MCOA unless money is collected, at which time MCOA shall be paid as follows:

If THE COUNTY adds a 25% Collection Fee to a debt upon delinquency:

Upon payment, MCOA shall receive twenty percent (20%) of the balance paid. As an example, a \$100 debt will become \$125 at delinquency, with MCOA retaining \$25 of the \$125 (20%).

If THE COUNTY does NOT add a 25% Collection Fee to a debt upon delinquency:

Any debts that are not eligible for adding on the cost of collection by THE COUNTY shall be recovered with MCOA receiving 25% of the proceeds paid. Any payments received from the Iowa Tax Offset Program shall be charged a reduced commission of 10% paid to MCOA.

ARTICLE IV

Upon THE COUNTY'S listing of a debt for collection, MCOA shall have the exclusive right to collect the amounts owed thereunder until such time as it determines the debt is uncollectable or THE COUNTY requests return of the debt to THE COUNTY. Any inquiries concerning any debt listed for collections, including attempts to make payment, shall be referred at the earliest possible time to MCOA.

MCOA will deposit any money collected in THE COUNTY'S separate bank trust account established for that purpose.

After deduction of the fees allowable by this Agreement, MCOA will forward to THE COUNTY THE COUNTY'S share of any amounts collected. Remittance to THE COUNTY will be made by the 5th of the month for any amounts collected by the last day of the preceding month.

In the event that any funds are paid to THE COUNTY for debts which have been listed for collection, THE COUNTY will report such collections to MCOA daily for accounting pursuant to this agreement.

ARTICLE V

THE COUNTY hereby authorizes MCOA to accept a negotiated settlement on any debt listed for collection; provided, however, that unless otherwise authorized by THE COUNTY, any such settlement shall be no less than 100% of the available balance.

Should THE COUNTY make any settlement or otherwise takes any action in derogation of MCOA's exclusive right to collect on any debt listed for collection, then MCOA shall be entitled to payment in full, as delineated in Article III hereof, based on the full amount of the violation, as listed.

Any such payments which may become due may be deducted from the COUNTY'S next monthly payment from MCOA

ARTICLE VI

MCOA shall indemnify, defend, and hold THE COUNTY harmless from any claim or action arising out of MCOA'S performance or non-performance of its obligations under this agreement, including but not limited to any debt of the Fair Debt Collection Practices Act (15 U.S.C. 1601, et seq.), any law dealing with the credit rating of any individual, and other applicable laws arising out of the acts or omissions of MCOA or its agents or employees. Conversely, THE COUNTY shall indemnify, defend, and hold MCOA harmless from and against any and all liability, costs and expenses, excluding attorneys' fees arising solely out of or in connection with any claims or suits for loss or damages arising out of acts of THE COUNTY or its employees.

Further, THE COUNTY warrants and represents to MCOA that any debt listed for collection will be a legal and valid debt owed to THE COUNTY; and in addition to the indemnities listed above, THE COUNTY agrees to indemnify and hold MCOA harmless against any and all liability, costs, and expenses, excluding attorneys' fees occasioned by claims or suits under the Federal "Fair Debt Collection Practices Act", due to the breach of these warranties and representations.

ARTICLE VII

This Agreement is for a period of 12-months from the date first above written, however, it shall continue under the same terms and conditions for additional one-year periods until termination by either party, by notice given in writing to the other party, at least sixty days prior to termination.

In the event of termination of the Agreement by either party, THE COUNTY shall have the option of requesting that MCOA continue to process any active payment plans under the same terms and conditions of this Agreement until completion.

ARTICLE VIII

At least once per year, MCOA will return to THE COUNTY such debts, which MCOA determines, in its sole judgment and discretion, to be uncollectible.

ARTICLE IX

Any notice to be given pursuant to this Agreement shall be deemed as served when placed in the United States Mail, with postage prepaid, sent by certified mail, return receipt requested; to the address designated, in writing, by either party. Until such time as a different address is designated notices shall be sent as follows:

If to MCOA,

Municipal Collections of America, Inc.
3348 Ridge Road
Lansing, Illinois 60438

If to THE COUNTY,

Scott County Iowa
600 W. 4th St
Davenport, Iowa 52801

ARTICLE X

This agreement contains the entire agreement between the parties hereto and supersedes any prior agreements or understandings between the parties, except to the extent specifically provided for herein. This agreement may only be altered, amended or modified by written instrument signed by both parties hereto.

The terms of this shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this agreement shall remain in full force and effect.

This agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto except to the extent specifically provided for herein.

Notwithstanding any other provision of this agreement, it is expressly agreed and understood that, in connection with the performance of this agreement, MCOA shall comply with all applicable federal, state, COUNTY and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, MCOA hereby certifies, represents and warrants to THE COUNTY that all MCOA'S employees and/or agents who will be providing products and/or services with respect to this agreement shall be legally authorized to work in the United States. MCOA shall also, at its expense, secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this agreement.

ARTICLE XI

This agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. For the purposes of executing this agreement, any signed copy of this agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this agreement shall be re-executed by the parties in an original form. No party to this agreement shall raise the use of fax machine or e-mail as a defense to this agreement and shall forever waive such defense

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement of the date first above written.

Municipal Collections of America, Inc.

By: _____

Date: _____

Name: Jeffrey Wood

THE COUNTY

By: _____

Date: _____

Name: _____

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

APPROVING THE AGREEMENT BETWEEN MUNICIPAL COLLECTIONS OF AMERICA, INC. AND MEDIC EMS OF SCOTT COUNTY, A DEPARTMENT OF SCOTT COUNTY, IOWA

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. Scott County is in support of MEDIC EMS as an emergency medical services provider within Scott County.

Section 2. The County will outsource the billing services for medical services related to EMS services provided by the County.

Section 3. The county agrees to enter into the contracts with Medical Collections of America, Inc.

Section 4. The MEDIC EMS Director of Scott County is authorized to enter into the contract on behalf of the County.

Section 4. This resolution shall take effect immediately.

AGREEMENT

This AGREEMENT is made between PROFESSIONAL BILLING SERVICES OF ILLINOIS, INC., an Illinois business corporation duly qualified to transact business in the state of Iowa, herein referred to as "AGENT" and Scott County, an Iowa County municipal government, hereinafter referred to as "CLIENT" for the purpose and services herein called for.

1. AGENT shall use its professional skill, knowledge and best efforts to provide to CLIENT all of the following services:
 - A. All personnel and resources necessary and appropriate to perform all of the medical billing services to meet the requirements of CLIENT for billing for ambulance (EMS) services provided to its patients (referred to as "Medical Billing") using CLIENT's ZOLL® medical billing software or any other medical billing software available to CLIENT. To facilitate the performance of services by the AGENT, AGENT shall be entitled to use CLIENT's management and billing software located at CLIENT's premises and to access such software via an electronic secured means (i.e. using at least 128-bit encryption) such means being provided by and at the shared cost and expense of CLIENT and AGENT. Each shall be responsible for costs associated to their own facility to establish such connection.
 - B. AGENT agrees that each employee of AGENT who reviews, codes or enter charges shall be a Certified Ambulance Coder through the National Academy of Ambulance Coding (NAAC) and AGENT shall provide written evidence supporting the qualifications of each such person to CLIENT before such person provides services on behalf of AGENT.
 - C. Reviewing CLIENT documentation to support Medical Billing to verify that such documentation supports the level billed and meets all federal and state laws, rules, regulations and criteria for billing for mobile integrated health, mobile health and ambulance services.
 - D. Preparation and mailing of Statements and Billings to Patients of CLIENT, or to Patients' third party payors, all the sole cost and expense of AGENT.
 - E. Preparation, submission and filing of appropriate patients' insurance forms, either as hard copies or by electronic means, as may be necessary and required in regard to said Medical Billing.
 - F. Appropriate follow-up on billings to ensure that CLIENT'S accounts receivable collection policies and procedures are being followed for all purposes, subject to the approval of CLIENT.
 - G. Agent will be current on all monthly transactions, including posting and invoicing for the preceding month by the tenth (10th) working day of the following month.
 - H. Mail and process charity-care applications submitted by patients based on CLIENT'S policies, procedures and terms established by CLIENT.
 - I. Provide CLIENT's patients with a toll free number for live person telephone support staffed and operated by AGENT between operating hours of 8:00am – 5:00pm Monday through Friday excluding major holidays.
 - J. Provide education and training to CLIENT'S employees to facilitate the delivery of Medical Billing services by AGENT.
2. To carry out said services, CLIENT will provide AGENT for each patient file, the name, address and phone number of patient and guarantor, dates of service, service rendered, thereby enabling AGENT to assign the appropriate procedure code and billing rates as well as miscellaneous information required for carrying out billing procedures.
3. In carrying out its obligations hereunder, AGENT will in all respects acting as an Independent Contractor and shall be solely responsible for purchase of equipment and employment of

additional employees for carrying on of its business, and that the CLIENT shall not be responsible to AGENT for further payments except as provided in this agreement (§ 11). AGENT shall maintain adequate levels of insurance for the practice of engaging in the business of providing medical billing, including cyber insurance liability coverage. Upon the execution of the contract Agent will provide adequate proof of insurance with limits acceptable to CLIENT.

4. AGENT agrees to use CLIENT's EMS management software "ZOLL®" at the sole expense of CLIENT to carry out all billing procedures including, using ZOLL®'s recommended clearinghouse for claims and monthly statements. Clearinghouse expenses including fees for electronic claims submission, statement printing and mailing shall be the sole responsibility of AGENT.
5. CLIENT agrees to provide AGENT access to ZOLL® via secured electronic means to CLIENT office to AGENT's office and adequate number of ZOLL® CLIENT licenses to perform contracted tasks.
6. CLIENT shall employ and use AGENT exclusively for services herein set forth during the terms of this contract and shall not contract or use any other such service during the term of this contract; however, nothing herein shall prevent CLIENT from directly billing any party outside of this Agreement without using AGENT's services.
7. Termination of AGREEMENT. AGENT can terminate this Agreement after first having provided CLIENT with 3 (three) months prior written notice. CLIENT can terminate this AGREEMENT after first having provided AGENT 3 (three) months prior written notice. The effective date of termination shall be stated in any such notice.
8. AGENT shall receive all payments for CLIENT, excluding EFT transactions which will be directly deposited to an account set up by CLIENT, when possible EOB's relating to Medical Billing processed by AGENT shall be transferred directly to AGENT. All payments received by AGENT will be deposited to an account set up by CLIENT.
9. CLIENT will promptly notify AGENT of all payments received by CLIENT and within three business days after such payment was received.
10. AGENT will process all refund documentation and forward paperwork to include payer, address, amount, and reasons for refund to CLIENT for processing and mailing to payors
11. AGENT commission is four percent (4%) of all payments actually received by CLIENT arising from Medical Billing handled by AGENT but excluding necessary refunds. This commission fee covers all aspects of the services provided by the AGENT to the CLIENT as outlined in this agreement and no other fees or charges shall be charged to CLIENT by the AGENT.
12. AGENT will comply diligently with all applicable state and federal laws and regulations pertaining to the confidentiality of proprietary and patient information, data and other confidential and protected health information concerning the medical, personal or business affairs of the parties or the patients treated by CLIENT which is acquired hereunder or in connection herewith. AGENT represents that it is currently and shall remain CMS compliant, SOC I or SOC II or an acceptable equivalent compliant, HIPAA compliant, Fair Debt Collection Practices Act compliant, Red Flag compliant. AGENT will keep confidential all financial, operating, proprietary and business information relating to CLIENT that is not otherwise public information or readily available in the public domain. AGENT shall keep confidential all information specified in writing by CLIENT as confidential information in compliance with HIPAA regulations.
13. Agent shall be liable hereunder only for its own gross negligence, willful misconduct or bad faith. Agent agrees to indemnify the Client, its officers and directors, employees and its affiliates and their respective assigns, who controls against any claim, loss or liability including but not limited to attorney fees and/or defending any litigation and save it harmless against any and all

liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted by the Agent in the execution of this Agreement, except as a result of the Client's gross negligence, willful misconduct, bad faith, false representations, breach of warranties, express or implied or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

14. On an annual basis per CLIENT'S request, AGENT will bear the expense of a claims audit to verify that the AGENT has properly performed services and accounted for all payments owed to the CLIENT. CLIENT will retain an independent organization to audit records related to the billing services performed for CLIENT to ensure compliance with laws, regulations and payer rules. The audit will be conducted using random sampling of claims and such sample will be statistically significant. AGENT will provide access to any and all records necessary to conduct the audit. The auditing agent will supply simultaneous reports to both the AGENT and CLIENT.
15. Agent agrees to cost share equally the expense of Payor Logic®, a pre-billing module incorporated to Zoll®. Agent's cost sharing total is 50% of monthly fee. Agent will deduct the fee from its monthly commission. Client is responsible for paying total monthly fee to Payor Logic.®
16. Agent will provide client with monthly reports of claims, denial resubmissions or appeals with deadline of 30 days.
17. For Iowa patients who become delinquent on their ambulance service balances, Agent agrees to comply and submit balances to the Iowa Setoff Program.
18. The Term of this Agreement shall be from January 1, 2024 through December 31, 2026 at which time this AGREEMENT shall be automatically renewed on an annual basis unless Notice has been given as per § 7. There shall be no change in the percentage amount paid to AGENT, or in any other terms of this AGREEMENT, without a prior written agreement executed by the parties.
19. Except to the extent prohibited by law, any information stored on AGENT's electronic devices will remain the property of the AGENT even after Termination of this AGREEMENT. The CLIENT will receive either a hard (printed) or electronic copy of this information in case of Termination as set forth in § 7.
20. This Agreement shall be subject to the following general conditions:
 - a. This Agreement contains the complete understanding between CLIENT and AGENT in relation to the AGENT's agreement to provide Medical Billing services to CLIENT and supersedes any prior or contemporaneous agreements, promises and representations, whether written, oral or created through custom, usage or course of dealing. This Agreement may not be amended, modified or varied except by written agreement signed by a duly authorized officer of AGENT and by a duly authorized officer of CLIENT. No departure from this Agreement shall permit any subsequent departure, and no waiver by either party of any terms of this Agreement or of any breach shall obligate such party thereafter to waive the same terms or any subsequent similar breach.
 - b. This Agreement shall be binding upon and inure to the benefit of CLIENT, its successors and assigns, but may not be assigned by AGENT without the prior written consent of CLIENT. Any merger, consolidation, transfer of assets, event or transaction which results (whether by operation of law or otherwise) in a change of ownership or control of AGENT or AGENT'S business shall be deemed an assignment by AGENT for purposes of this Agreement.

c. If any portion of this Agreement is held to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or non-enforceability shall not affect any other provisions of this Agreement.

d. This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa which the state where the CLIENT'S principal place of business is located.

e. Any notice to be given pursuant to this Agreement shall be addressed to the respective parties at the address set forth below:

Scott County
600 W 4th St
Davenport, IA 52801

PROFESSIONAL BILLING SERVICE OF ILLINOIS, INC.
P.O. Box 308
Orion, IL 61273

f. Either party's failure to enforce, or waiver of, any rights or terms of this Agreement, shall not be considered a waiver of its future rights to strictly enforce the terms of this Agreement.

This Document has been executed in duplicate and signed by CLIENT and AGENT.

DATE: ____/____/____

DATE: ____/____/____

AGENT

For Scott County

Tim Moen
Owner

David Farmer
Director of Budget and Administration Services

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

APPROVING THE AGREEMENT BETWEEN PROFESSIONAL BILLING SERVICES OF
ILLINOIS, INC AND MEDIC EMS OF SCOTT COUNTY, A DEPARTMENT OF
SCOTT COUNTY, IOWA

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. Scott County is in support of MEDIC EMS as an emergency medical services provider within Scott County.

Section 2. The County will outsource the billing services for medical services related to EMS services provided by the County.

Section 3. The county agrees to enter into the contracts with Professional Billing Services of Illinois, Inc.

Section 4. The MEDIC EMS Director of Scott County is authorized to enter into the contract on behalf of the County.

Section 4. This resolution shall take effect immediately.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

Office: (563) 326-8702
Email: david.farmer@scottcountyiowa.gov
www.scottcountyiowa.gov

Item 14
11/21/2023



To: Mahesh Sharma, County Administrator

From: David Farmer, CPA, MPA, Director of Budget and Administrative Services

Date: November 17, 2023

Re: City of Bettendorf's proposed Amendment No. 2 to the I-80 Urban Renewal Plan

The City of Bettendorf has notified Scott County of an Opportunity to Consult on the amendment to the I-80 Urban Renewal Plan. The City of Bettendorf would construct a pedestrian bridge over Middle Road as an Urban Renewal Project. The City's bonding capacity within the associated Urban Renewal Area is necessary to support the financing of this pedestrian bridge.

The Opportunity to Consult meeting was held Wednesday November 15, 2023. The Public Hearing on this project is scheduled for Tuesday, December 5, 2023 by the Bettendorf City Council. Staff has prepared the attached letter based on the consultation meeting and the County's Urban Renewal and Economic Development Area, Tax Increment Financing principles.

The information received from the City of Bettendorf is included with this memo.

Any formal communication from the County is to be received by the City by November 22, 2023.

CC:

Chris Still, Interim Planning and Development Director
Megan Petersen, Finance Manager
Wes Rostenbach, Accounting Manager



November 8, 2023

Ken Beck, Board Chair
Scott County Board of Supervisors
600 W. 4th Street
Davenport, IA 52801

Dear Ken:

Please find enclosed a Notice of Consultation to be held between the City of Bettendorf and all affected taxing entities on November 15, 2023, at 2:00 pm in City Council Chambers, 1609 State Street, as well as other pertinent information regarding the proposed Amendment No. 2 to the I-80 Urban Renewal Plan for the City of Bettendorf.

If you have any questions, please feel free to contact me at 563-344-4060 or jreiter@bettendorf.org. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Jeff Reiter" followed by the initials "MS". The signature is written in a cursive style.

Jeff Reiter
Assistant City Administrator/
Economic Development Director

JR/ms

COUNCIL LETTER

MEETING DATE: November 7, 2023

REQUESTED BY: Jeff Reiter



Item Title

Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 2 to the I-80 Urban Renewal Plan in the City of Bettendorf, State of Iowa.

Explanation

On April 4, 2017, by Resolution 85-17, the City Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the I-80 Urban Renewal Plan (the "Plan" or "URP") for the I-80 Urban Renewal Area (the "Area" or "Urban Renewal Area").

Then, on February 15, 2022, by Resolution 30-22, the City Council approved and adopted and Amendment No.1 to the Plan, which included certain additional agricultural property into the URP.

Within the URP, it was contemplated that the City of Bettendorf would construct a pedestrian bridge over Middle Road as an Urban Renewal Project. The City's bonding capacity within the associated URA is necessary to support the financing of this pedestrian bridge.

Staff requests at this time a Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 2 to the I-80 Urban Renewal Plan, to include estimates for potential indebtedness for the construction of this pedestrian bridge and associated Urban Renewal Projects. Per Iowa Code, a consultation with the affected taxing entities (Pleasant Valley Schools and Scott County), is required to provide them opportunity to consult on the project. Additionally, per Iowa Code, a public hearing must occur in order for the URP Amendment to occur.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:

- Proposed indebtedness will be contemplated as part of the City's spring bond sale

List Attachments

- Resolution
- Proposed Amendment (Exhibit 1)
- Notice of Consultation
- Notice of Public Hearing

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF BETTENDORF, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 2 TO THE I-80 URBAN RENEWAL PLAN FOR THE CITY OF BETTENDORF, STATE OF IOWA

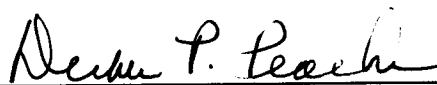
The City of Bettendorf, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 2:00 P.M. on November 15, 2023, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa concerning a proposed Amendment No. 2 to the I-80 Urban Renewal Plan for the I-80 Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Assistant City Administrator, or his delegate, as the designated representative of the City of Bettendorf, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 2 to the I-80 Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Bettendorf, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this 7th day of November, 2023.



City Clerk, City of Bettendorf, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 2 before the City Council at its meeting which commences at 7:00 P.M. on December 5, 2023, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Quad City Times, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A
PROPOSED AMENDMENT NO. 2 TO THE I-80 URBAN RENEWAL
PLAN FOR AN URBAN RENEWAL AREA IN THE CITY OF
BETTENDORF, STATE OF IOWA

The City Council of the City of Bettendorf, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on December 5, 2023 in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, to consider adoption of a proposed Amendment No. 2 to the I-80 Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Bettendorf, State of Iowa.

The Urban Renewal Area is legally described as follows:

ORIGINAL AREA

COMMENCING AT THE POINT OF BEGINNING, DESCRIBED AS THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M.;

THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 2 TO THE SOUTH RIGHT OF WAY LINE OF FOREST GROVE DRIVE;

THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF FOREST GROVE DRIVE TO THE CENTERLINE OF SPRING CREEK DRIVE, SAID DRIVE BEING LOCATED IN HUNTINGTON MEADOWS FIRST ADDITION TO THE CITY OF BETTENDORF;

THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF FOREST GROVE PARK ADDITION AND ALONG SAID EAST LINE TO THE NORTHEASTERLY CORNER OF SAID FOREST GROVE PARK ADDITION;

THENCE WEST ALONG THE NORTH LINE OF SAID FOREST GROVE PARK ADDITION TO A POINT, SAID POINT BEING ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF SPENCER HOLLOW FIRST ADDITION OUTLOT D;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION, THRU SAID WEST LINE OF SAID OUTLOT D AND ALONG THE NORTHERLY EXTENSION OF SAID OUTLOT D TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN DOCUMENT 2010-00005515, AT THE SCOTT COUNTY IOWA RECORDERS OFFICE, RECORDED ON MARCH 1, 2010, SAID PARCEL ALSO KNOWN BY PARCEL ID #840105001;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL ID #840105001 TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE EASTERLY ALONG THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN DOCUMENT 2011-00036619, AT THE SCOTT COUNTY IOWA RECORDERS OFFICE, RECORDED ON DECEMBER 22, 2011, SAID PARCEL ALSO KNOWN BY PARCEL ID #840107004;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID PARCEL ID #840107004 TO THE NORTHEASTERLY CORNER OF SAID PARCEL, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 80;

THENCE WESTERLY ALONG THE NORTHERN LINE OF SAID PARCEL #840107004, SAID LINE ALSO BEING THE SOUTHERLY LINE OF INTERSTATE 80, TO THE NORTHWESTERLY CORNER OF SAID PARCEL;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL #840105001, SAID LINE ALSO BEING THE SOUTHERLY LINE OF INTERSTATE 80, TO A POINT ON THE EXTENSION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 79 NORTH, RANGE 4 EAST OF THE 5TH P.M.;

THENCE ALONG SAID EAST LINE OF SAID SOUTHWEST QUARTER EXTENDED, NORTHERLY TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID INDIANA AVENUE TO THE WEST LINE OF SECTION 35, TOWNSHIP 79 NORTH, RANGE 4 EAST OF THE 5TH P.M.;

THENCE SOUTHERLY ALONG SAID WEST LINE OF SECTION 35 TO THE SOUTHWEST CORNER OF SAID SECTION 35;

THENCE WESTERLY ALONG THE NORTH LINE OF SECTION 2, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M. TO THE POINT OF BEGINNING.

The I-80 Urban Renewal Area also includes the full right-of-way of all roads and streets within, adjacent to, or bordering the Area.

AMENDMENT NO. 1 AREA

Part of the Northwest Quarter of Section 1, Township 78 North, Range 4 East of the 5th Principal Meridian, in the City of Bettendorf, County of Scott, State of Iowa, more particularly described as follows:

Commencing at the northwest corner of the East Half of the Northwest Quarter of said Section 1;

Thence South 02 degrees 02 minutes 09 seconds West along the west line of the East Half of the Northwest Quarter of said Section 1, a distance of 183.84 feet to the south right of way line of Interstate Route 80 and the Point of Beginning;

Thence North 86 degrees 16 minutes 37 seconds East along said south right of way line, a distance of 282.89 feet;

Thence easterly 296.12 feet along said south right of way line and the arc of a circle concave to the south, having a radius of 52,336.80 feet, a chord bearing of North 86 degrees 26 minutes 20 seconds East, and a chord distance of 296.12 feet to the east line of a parcel conveyed by Warranty Deed recorded in Book 295 of Deeds at Page 90 in the Scott County Recorder's office;

Thence South 02 degrees 02 minutes 09 Seconds East along said East Line, a distance of 1,330.58 feet to the south line of said parcel;

Thence South 87 degrees 18 minutes 43 seconds West along said south line, a distance of 578.82 feet to the west line of the East Half of the Northwest Quarter of said Section 1;

Thence South 02 degrees 02 minutes 09 seconds West along said west line, a distance of 1,118.14 feet to the to the north right of way line of Forest Grove Drive;

Thence South 87 degrees 08 minutes 54 seconds West along said north right of way line, a distance of 997.86 feet to the westerly line of said parcel conveyed by Warranty Deed recorded in Book 295 of deeds at Page 90;

Thence North 02 degrees 49 minutes 54 seconds West along said westerly line, a distance of 574.20 feet;

Thence North 60 degrees 09 minutes 07 seconds East along said westerly line, a distance of 577.99 feet;

Thence North 02 degrees 49 minutes 54 seconds West along said westerly line, a distance of 335.28 feet;

Thence North 87 degrees 10 minutes 06 seconds East along said westerly line, a distance of 499.21 feet to the west line of the East Half of the Northwest Quarter of said Section 1;

Thence North 02 degrees 02 minutes 09 seconds West along said west line, a distance of 1,267.31 feet to the Point of Beginning.

The above described parcel contains 39.167 acres, more or less.

For the purpose of this description, bearings are based on the Iowa State Plane Coordinate System, South Zone – 1402, North American Datum of 1983.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Bettendorf, Iowa.

The City of Bettendorf, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes

specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

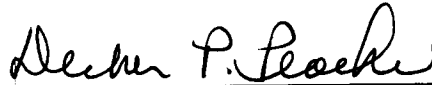
The proposed Amendment No. 2 would update the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Bettendorf, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this 7th day of November, 2023.




City Clerk, City of Bettendorf, State of Iowa

(End of Notice)

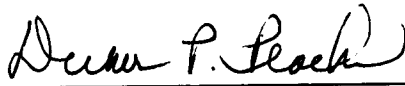
Section 5. That the proposed Amendment No. 2, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 2 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 7th day of November, 2023.



Mayor Pro Tem

ATTEST:



City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

November 7, 2023

The City Council of the City of Bettendorf, State of Iowa, met in regular session, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at 7:00 P.M., on the above date. There were present Mayor Pro Tem Scott Naumann, in the chair, and the following named Council Members:

Greg Adamson, Lisa Brown, Scott Naumann, Jerry Sechser, Frank Baden (all in-person), and Nick Palczynski (via Teams)

Absent: Bill Connors

Vacant: _____

* * * * *

Council Member Sechser then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 2 TO THE I-80 URBAN RENEWAL PLAN IN THE CITY OF BETTENDORF, STATE OF IOWA", and moved that the same be adopted. Council Member Brown seconded the motion to adopt. The roll was called, and the vote was:

AYES: Brown, Naumann, Sechser, Baden, Palczynski, Adamson

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. 297-23

RESOLUTION SETTING DATES OF A CONSULTATION AND
A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 2
TO THE I-80 URBAN RENEWAL PLAN IN THE CITY OF
BETTENDORF, STATE OF IOWA

WHEREAS, by Resolution No. 85.17, adopted April 4, 2017, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the I-80 Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the I-80 Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Scott County; and

WHEREAS, by Resolution No. 30-22, adopted February 15, 2022, this City Council approved and adopted an Amendment No. 1 to the Plan; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

COMMENCING AT THE POINT OF BEGINNING, DESCRIBED AS THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M.;

THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 2 TO THE SOUTH RIGHT OF WAY LINE OF FOREST GROVE DRIVE;

THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF FOREST GROVE DRIVE TO THE CENTERLINE OF SPRING CREEK DRIVE, SAID DRIVE BEING LOCATED IN HUNTINGTON MEADOWS FIRST ADDITION TO THE CITY OF BETTENDORF;

THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF FOREST GROVE PARK ADDITION AND ALONG SAID EAST LINE TO THE NORTHEASTERLY CORNER OF SAID FOREST GROVE PARK ADDITION;

THENCE WEST ALONG THE NORTH LINE OF SAID FOREST GROVE PARK ADDITION TO A POINT, SAID POINT BEING ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF SPENCER HOLLOW FIRST ADDITION OUTLOT D;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION, THRU SAID WEST LINE OF SAID OUTLOT D AND ALONG THE NORTHERLY EXTENSION OF SAID OUTLOT D TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN DOCUMENT 2010-00005515, AT THE SCOTT COUNTY IOWA RECORDERS OFFICE, RECORDED ON MARCH 1, 2010, SAID PARCEL ALSO KNOWN BY PARCEL ID #840105001;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL ID #840105001 TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE EASTERLY ALONG THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN DOCUMENT 2011-00036619, AT THE SCOTT COUNTY IOWA RECORDERS OFFICE, RECORDED ON DECEMBER 22, 2011, SAID PARCEL ALSO KNOWN BY PARCEL ID #840107004;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID PARCEL ID #840107004 TO THE NORTHEASTERLY CORNER OF SAID PARCEL, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 80;

THENCE WESTERLY ALONG THE NORTHERN LINE OF SAID PARCEL #840107004, SAID LINE ALSO BEING THE SOUTHERLY LINE OF INTERSTATE 80, TO THE NORTHWESTERLY CORNER OF SAID PARCEL;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL #840105001, SAID LINE ALSO BEING THE SOUTHERLY LINE OF INTERSTATE 80, TO A POINT ON THE EXTENSION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 79 NORTH, RANGE 4 EAST OF THE 5TH P.M.;

THENCE ALONG SAID EAST LINE OF SAID SOUTHWEST QUARTER EXTENDED, NORTHERLY TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID INDIANA AVENUE TO THE WEST LINE OF SECTION 35, TOWNSHIP 79 NORTH, RANGE 4 EAST OF THE 5TH P.M.;

THENCE SOUTHERLY ALONG SAID WEST LINE OF SECTION 35 TO THE SOUTHWEST CORNER OF SAID SECTION 35;

THENCE WESTERLY ALONG THE NORTH LINE OF SECTION 2, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M. TO THE POINT OF BEGINNING.

The I-80 Urban Renewal Area also includes the full right-of-way of all roads and streets within, adjacent to, or bordering the Area.

AMENDMENT NO. 1 AREA

Part of the Northwest Quarter of Section 1, Township 78 North, Range 4 East of the 5th Principal Meridian, in the City of Bettendorf, County of Scott, State of Iowa, more particularly described as follows:

Commencing at the northwest corner of the East Half of the Northwest Quarter of said Section 1;

Thence South 02 degrees 02 minutes 09 seconds West along the west line of the East Half of the Northwest Quarter of said Section 1, a distance of 183.84 feet to the south right of way line of Interstate Route 80 and the Point of Beginning;

Thence North 86 degrees 16 minutes 37 seconds East along said south right of way line, a distance of 282.89 feet;

Thence easterly 296.12 feet along said south right of way line and the arc of a circle concave to the south, having a radius of 52,336.80 feet, a chord bearing of North 86 degrees 26 minutes 20 seconds East, and a chord distance of 296.12 feet to the east line of a parcel conveyed by Warranty Deed recorded in Book 295 of Deeds at Page 90 in the Scott County Recorder's office;

Thence South 02 degrees 02 minutes 09 Seconds East along said East Line, a distance of 1,330.58 feet to the south line of said parcel;

Thence South 87 degrees 18 minutes 43 seconds West along said south line, a distance of 578.82 feet to the west line of the East Half of the Northwest Quarter of said Section 1;

Thence South 02 degrees 02 minutes 09 seconds West along said west line, a distance of 1,118.14 feet to the to the north right of way line of Forest Grove Drive;

Thence South 87 degrees 08 minutes 54 seconds West along said north right of way line, a distance of 997.86 feet to the westerly line of said parcel conveyed by Warranty Deed recorded in Book 295 of deeds at Page 90;

Thence North 02 degrees 49 minutes 54 seconds West along said westerly line, a distance of 574.20 feet;

Thence North 60 degrees 09 minutes 07 seconds East along said westerly line, a distance of 577.99 feet;

Thence North 02 degrees 49 minutes 54 seconds West along said westerly line, a distance of 335.28 feet;

Thence North 87 degrees 10 minutes 06 seconds East along said westerly line, a distance of 499.21 feet to the west line of the East Half of the Northwest Quarter of said Section 1;

Thence North 02 degrees 02 minutes 09 seconds West along said west line, a distance of 1,267.31 feet to the Point of Beginning.

The above described parcel contains 39.167 acres, more or less.

For the purpose of this description, bearings are based on the Iowa State Plane Coordinate System, South Zone – 1402, North American Datum of 1983.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 2 to the Plan ("Amendment No. 2" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to update the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 2 adds no new land to the Urban Renewal Area; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 2 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 2 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, STATE OF IOWA:

Section 1. That the consultation on the proposed Amendment No. 2 required by Section 403.5(2), Code of Iowa, as amended, shall be held on November 15, 2023, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at 2:00 P.M., and the Assistant City Administrator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 2, the notice to be in substantially the following form:

ATTACH THE AMENDMENT
LBELED AS EXHIBIT 1 HERE

**AMENDMENT NO. 2
TO THE

I-80
URBAN RENEWAL PLAN

for the

I-80
URBAN RENEWAL AREA

CITY OF BETTENDORF, IOWA**

**Original Plan – April 2017
Amendment No. 1 – February 2022
Amendment No. 2 – December 2023**

**Amendment No. 2
to the
I-80 Urban Renewal Plan
City of Bettendorf, Iowa**

INTRODUCTION

The I-80 Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the I-80 Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 2017 and amended in 2022 (“Amendment No. 1”), is being further amended by this Amendment No. 2 to the Plan (“Amendment No. 2” or “Amendment”) to update the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area. This Amendment does not add property to, nor remove property from, the Area.

Except as modified by this Amendment No. 2, the provisions of the Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment No. 2 shall control. Any subsections not mentioned in this Amendment No. 2 shall continue to apply to the Plan, as amended.

DESCRIPTION OF AREA

The property included in the Original Plan, adopted in 2017, may be referred to as the “Original Subarea” of the Urban Renewal Area. The land added to the Urban Renewal Area by Amendment No. 1 may be referred to as the “Amendment No. 1 Subarea.” A legal description of the Area, as amended by Amendment No. 1, is attached hereto as Exhibit A, and a map of the entire Urban Renewal Area, identifying the Original Subarea and the Amendment No. 1 Subarea, is attached as Exhibit B.

BASE VALUE

Nothing in this Amendment affects already established frozen base values for any portion of the Area included in an ordinance allowing for the division of revenue under Iowa Code Section 403.19.

AREA DESIGNATION

The Area, as amended, continues to be designated as an economic development area for the promotion of commercial and industrial development.

DEVELOPMENT PLAN/ZONING

The Urban Renewal Plan, as amended, and this Amendment are in conformity with the Premiering Bettendorf; A comprehensive Plan for Bettendorf, adopted October 6, 2015, which is the City of Bettendorf’s general plan for the development of the City as a whole.

This Plan does not in any way replace or modify the City’s current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in this Plan, as amended, and this Amendment. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were authorized prior to the date of this Amendment, and are continuing. Such projects are not listed in this Amendment, but consist of a variety of urban renewal projects. One project included in Amendment No. 1 is being updated herein as follows:

Project	Estimated Date	Estimated cost	Rationale why the project promotes economic development or blight remediation
Middle Road Public Pedestrian Bridge and Trails	2024 – 2026	\$11,000,000	Public safety and economic development improvements to promote commercial and tourism development

FINANCIAL DATA

1.	July 1, 2023 constitutional debt limit:	\$237,972,894
2.	Current outstanding general obligation debt:	\$123,479,698
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the updated Previously Approved Urban Renewal Project has not yet been determined. This document is for planning purposes. The estimated project costs in this Amendment No. 2 are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitution debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the updated Previously Approved Urban Renewal Project as described above will be approximately as indicated in the adjacent column:	\$11,000,000 (This amount does not include costs related to financing which may be incurred over the life of the Area.)

EFFECTIVE PERIOD

This Amendment No. 2 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The division of revenues shall continue on the Urban Renewal Area and any portion thereof for the maximum period allowed by law.

REPEALER AND SEVERABILITY CLAUSE

Any parts of the previous Plan or any previous amendments in conflict with this Amendment are hereby repealed.

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Amendment not determined to be invalid or unconstitutional.

EXHIBIT A

LEGAL DESCRIPTION OF I-80 URBAN RENEWAL AREA, AS AMENDED

Part of Sections 1 and 2 in Township 78 North, together with part of Sections 34, 35 and 36, in Township 79 North, all located in Range 4 East of the 5th Principal Meridian, in the City of Bettendorf, County of Scott, State of Iowa, more particularly described as follows;

Beginning at the northwest corner of the southwest quarter of said Section 36;

Thence Easterly along the centerline of Indiana Avenue, a distance of 425 feet more or less to the westerly line of Scott County Parcel ID #943633004;

Thence Southerly along said westerly line, a distance of 667 feet more or less;

Thence Southeasterly along said westerly line, a distance of 676 feet more or less to the north line of the southwest quarter of the southwest quarter of said Section 36;

Thence East along said north line, a distance of 728 feet more or less to the east line of the southwest quarter of the southwest quarter of said Section 36;

Thence South along said east line, a distance of 1,121 feet more or less to the northerly right of way line of Interstate Route 80;

Thence Easterly along said northerly right of way line, a distance of 1,320 feet more or less to the east line of the southwest quarter of said Section 36;

Thence South, a distance of 282 feet more or less to the southerly right of way line of Interstate Route 80;

Thence Easterly along said southerly right of way line, a distance of 1,320 feet more or less to the east line of Forest Grove Park 2nd Addition;

Thence South along said east line, a distance of 504 feet more or less to the southerly line of Forest Grove Park 2nd Addition;

Thence West along said southerly line, a distance of 838 feet more or less;

Thence Southerly along said southerly line, a distance of 307 feet more or less;

Thence Southerly along said southerly line, a distance of 109 feet more or less;

Thence Southwesterly along said southerly line, a distance of 29 feet more or less;

Thence Northwesterly along said southerly line, a distance of 67 feet more or less;

Thence Northerly along said southerly line, a distance of 370 feet more or less;

Thence West along said southerly line, a distance of 213 feet more or less to the easterly line of Forest Grove Park 2nd Addition;

Thence Southwesterly along said easterly line, a distance of 186 feet more or less;

Thence Southerly along said easterly line, a distance of 371 feet more or less;

Thence Southeasterly along said easterly line, a distance of 271 feet more or less;

Thence Southerly along said easterly line, a distance of 141 feet more or less;

Thence Southerly along said easterly line, a distance of 124 feet more or less;

Thence Southeasterly along said easterly line, a distance of 127 feet more or less to the westerly right of way line of Spring Creek Drive

Thence Southerly along said westerly right of way line 410 feet more or less;

Thence Southerly along said westerly right of way line, a distance of 311 feet more or less;

Thence Southerly along said westerly right of way line, a distance of 90 feet more or less;

Thence Southerly along said westerly right of way line, a distance of 387 feet more or less to the center line of Forest Grove Drive;

Thence Northwesterly along said center line, a distance of 1,011 feet more or less;

Thence West along said center line, a distance of 6,328 feet more or less to the west line of the east half of the northwest quarter of said Section 2;

Thence North along said west line, a distance of 2,364 feet more or less to the southerly right of way line of Interstate Route 80;

Thence Westerly along said southerly right of way line, a distance of 1,320 feet more or less to the west line of the northwest quarter of said Section 2;

Thence North, a distance of 313 feet more or less to the northerly right of way line of Interstate Route 80;

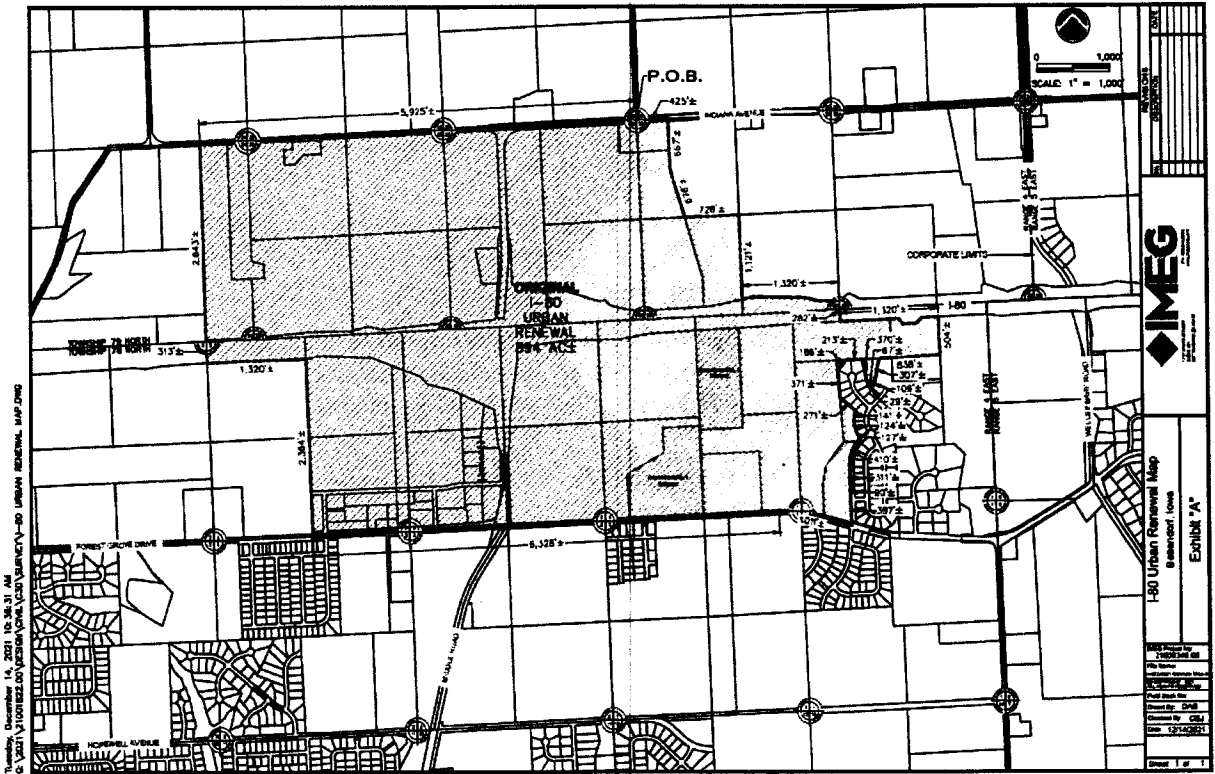
Thence North along the west line of Scott County Parcel ID #943455001, a distance of 2,643 feet more or less to the centerline of Indiana Avenue;

Thence East along said centerline, a distance of 5,925 more or less to the Point of Beginning.

The above describe parcel contains 894 acres more or less as shown by the attached Exhibit "A".

EXHIBIT B

MAP OF I-80 URBAN RENEWAL AREA, AS AMENDED



CERTIFICATE

STATE OF IOWA

)

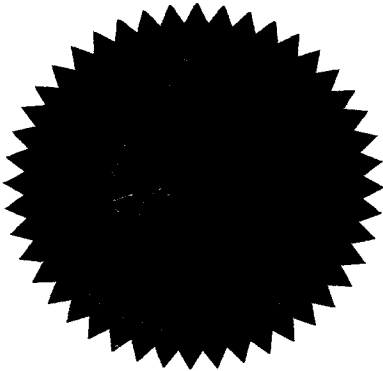
) SS

COUNTY OF SCOTT

)

I, the undersigned City Clerk of the City of Bettendorf, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

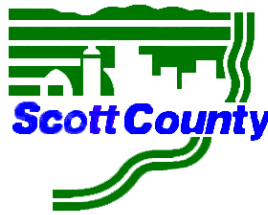
WITNESS my hand and the seal of the Council hereto affixed this 7th day of November, 2023.



Derwin P. Pearl

City Clerk, City of Bettendorf, State of Iowa

BOARD OF SUPERVISORS
600 West Fourth Street
Davenport, Iowa 52801-1030
Office: (563) 326-8749
Fax: (563) 328-3285
E-Mail: board@scottcountyiowa.gov



Ken Beck, Chair
John Maxwell, Vice-Chair
Jean Dickson
Ross Paustian
Rita Rawson

November 16, 2023

Mayor Robert Gallagher, Jr.
Bettendorf City Council Members
Bettendorf City Hall
1609 State Street
Bettendorf, IA 52722

RE: City of Bettendorf's proposed Amendment No. 2 to the I-80 Urban Renewal Plan

Dear Mayor Gallagher and Council Members:

Thank you for the opportunity to comment on the proposed amendment No. 2 to the I-80 Urban Renewal Plan. The Scott County Board of Supervisors has reviewed the information provided to our TIF Review Committee by Jeff Reiter, Bettendorf Director of Economic Development. The Board supports the use of TIF as an economic development incentive for I-80 Urban Renewal Plan area along Middle Rd. The proposed and current developments will increase the tax base of the community. The existing Bettplex development has already proven that this type of use can draw 1.5 million people a year to Scott County. The continued development in this area should attract more sporting events and visitors to the Quad Cities area and help grow our tourism economy. The Amendment No. 2 is designed to leverage a safe walkway, including a pedestrian bridge across middle road, amongst the development.

The Board does not support the use of TIF to fund public improvements which could be incurred by the entire town rather than a shared expense. We understand alternative funding measures and grants were considered. Future development not captured by the incremental tax financing, may offset the shared expense over the life of the project and be available to the taxing bodies. The Board has always encouraged TIF rebates or incremental financing to be for the least amount and the shortest length of time necessary to make a project feasible.

The Scott County Board of Supervisors appreciates its opportunity to comment on this TIF Plan and is excited by the development along a highly visible entrance to the Quad City area. The Board is delighted to have this facility located in Scott County. The Board hopes to continue the spirit of cooperation with the City of Bettendorf on economic development projects and we look forward to working with you in the future.

Sincerely,

Ken Beck, Chair
Scott County Board of Supervisors

cc: Scott County Board of Supervisors
Mahesh Sharma, Scott County Administrator
Decker Ploehn, Bettendorf City Administrator

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

Office: (563) 326-8702
Fax: (563) 328-3285
www.scottcountyiowa.com



November 14, 2023

TO: Mahesh Sharma, County Administrator

FROM: David Farmer, CPA, MPA Director of Budget and Administrative Services

RE: FY24 Budget Amendment

Please find attached the resolution to approve the FY24 Budget Amendment hearing date. The public hearing is requested to be held on Tuesday, December 19, 2023 at 4:30 PM and advanced notice of the hearing is to be published according to state law in the two official County newspapers between 10 and 20 days before the hearing.

The budget amendment will reflect the inclusion of MEDIC EMS services as a county department for a full year of financial reporting activity. A portion of the amendment will reflect the amended budget as a proprietary fund which is not included in the Iowa Department of Management reporting.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

APPROVING THE SETTING OF A PUBLIC HEARING ON AN AMENDMENT TO
THE COUNTY'S CURRENT FY24 BUDGET

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. A public hearing date on an amendment to the County's current
FY24 Budget is set for Tuesday, December 19, 2023 at 4:30 p.m.

Section 2. The County Director of Budget and Administrative Services is hereby
directed to publish notice of said amendment as required by law.

Section 3. This resolution shall take effect immediately.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

Office: (563) 326-8702
Fax: (563) 328-3285
www.scottcountyia.gov

Item 16
11/21/2023



November 6, 2023

TO: Mahesh Sharma, County Administrator

FROM: David Farmer, Budget & Administrative Services Director

SUBJECT: Recommendations Received from the City Assessor's Office and the County Assessor's Office Regarding Allowance and Disallowance for the 2023 Family Farm Tax Credit Applications

Attached are the memos received from the Davenport City Assessor's Office and the Scott County Assessor's Office regarding allowance and disallowance for the 2023 Family Farm Tax Credit as created by the State Legislature in 1990.

It is recommended that the Board pass a resolution at their next Board Meeting allowing all recommended 2023 Family Farm Tax Credit Applications as filed in the City and County Assessors' offices and disallowing those recommended for disallowance.

Attachments

cc: Nick Van Camp, Davenport City Assessor
Tom McManus, Scott County Assessor
Peter Kurylo, Auditor's Office

DAVENPORT CITY ASSESSOR'S OFFICE

SCOTT COUNTY ADMINISTRATIVE CENTER

November 03, 2023

Scott County Board of Supervisors
Scott County Administrative Center
600 West 4th Street
Davenport, Iowa 52801

The Davenport City Assessor's Office did not receive any new Family Farm Tax Credit Applications for 2023.

There are currently 24 applications covering 3,398.34 acres for 2023.

The applications and parcels have been reviewed and they meet the eligibility requirements of Iowa Code Section 425A. We recommend approval of all of the qualified parcels.

Sincerely,

Nick Van Camp

Nick Van Camp
Davenport City Assessor

OFFICE OF THE COUNTY ASSESSOR

600 West 4th Street
Davenport, Iowa 52801-1030
Office: (563) 326-8635
assessor@scottcountyiowa.gov
www.scottcountyiowa.gov



TOM MCMANUS
County Assessor

JOHN KELLY
Deputy Assessor

November 6, 2023

TO: SCOTT COUNTY BOARD OF SUPERVISORS
FROM: SCOTT COUNTY ASSESSOR
RE: SCOTT COUNTY 2023 FAMILY FARM TAX CREDITS

The Scott County Assessor's Office received 45 new Family Farm Tax Credit applications. Using the eligibility requirements of Iowa Code Section 425A and Administrative Code Section 701-80-11, the County Assessor's Office respectfully requests of the Board:

1. Approval of 45 new applications totaling 4,433.08 acres.

Pending Board approval of the above applications, there would be a total of 562 approved Family Farm applications on file totaling 107,757.44 acres in Scott County, excluding City of Davenport.

If you have any questions, please contact Beth Elmore at ext. 8637 or myself at ext. 8478.

Thank you,

Tom McManus

Scott County Assessor

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

_____.
DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

APPROVING THE ALLOWANCE AND THE DISALLOWANCE OF FAMILY FARM TAX
CREDIT APPLICATIONS FOR 2023 AS RECOMMENDED BY THE DAVENPORT CITY
ASSESSOR AND THE SCOTT COUNTY ASSESSOR

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. A total of 24 applications covering 3,398.34 acres were received in the Davenport City Assessor's office. All applications meet the eligibility requirements of Iowa Code Section 425A and are recommended for approval by the Davenport City Assessor's office.

Section 2. A total of 45 applications covering 4,433.08 acres were received in the Scott County Assessor's office. 562 applications are recommended for approval, covering 107,757.44 total acres recommended for approval by County Assessor's Office.

Section 3. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

APPROVAL OF APPOINTMENTS TO BOARDS AND COMMISSIONS

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the appointment of Matt Brumfield to the Bi-State Revolving Loan Administration Board for a two (2) year term expiring on December 31, 2025 is hereby approved.
- Section 2. That the appointment of Dean Glunz to the Building Board of Appeals for a five (5) year term, expiring on December 31, 2028 is hereby approved.
- Section 3. That the appointment of Mark Phipps to the Conservation Board for a five (5) year term, expiring on December 31, 2028 is hereby approved.
- Section 4. That the appointment of Lincoln Oliver to the Integrated Roadside Vegetation Management for a three (3) year term, expiring on December 31, 2026 is hereby approved.
- Section 5. That the appointment of Marty O'Boyle to the Library Board for a six (6) year term, expiring on November 20, 2029 is hereby approved.
- Section 6. That the appointment of Bernie Peeters to River Bend Transit Board for a one (1) year term, expiring on December 31, 2024 is hereby approved.
- Section 7. This resolution shall take effect immediately.