



136 North Monroe Street
Waterloo, WI 53594
Phone: (920) 478-3025
Fax: (920) 478-2021
www.waterloowi.us

CITY OF WATERLOO COUNCIL AGENDA
COUNCIL CHAMBER OF THE MUNICIPAL BUILDING – 136 N. MONROE STREET
Thursday, December 7, 2023 – 7:00 p.m.
updated 12/5/2023 2:30 pm

Pursuant to Section 19.84 Wisconsin Statutes, notice is hereby given to the public and news media, that a public meeting will be held to consider the following:

- 1.) CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL
- 2.) MEETING MINUTES APPROVAL: November 16, 2023
- 3.) CITIZEN INPUT / PUBLIC COMMENT (3-Minute time limit)
- 4.) MEETING SUMMARIES (since last Council meeting)
 - a. 11-27-2023 Fire/EMS Meeting
 - b. 11-28-2023 Library
 - c. 12-05-2023 Waterloo Water & Light
 - d. 12-06-2023 Parks Commission
 - e. 12-07-2023 Public Safety & Health
 - f. 12-07-2023 Public Works & Property
- 5.) NEW BUSINESS
- 6.) RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
 - a) Public Safety & Health
 - a. Event - Holiday Parade
 - b. Request to Fill Lieutenant Position.
 - c. Request to Fill Open Position
 - b) CDA
 - a. Freeze Agreement for 333 Portland Road
 - b. Madison Region Economic Partnership Presentation
 - c. Rescind Non-Metro Connections Contract
 - d. Review Madison Regional Economic Partnership Contract– Resolution 2023-31 Rescinding Non-Metro Connections Contract and Hiring Madison Region Economic Partnership
 - c) EMS /FIRE DEPT
 - a. EMS Management Services Contract
 - d) PARKS
 - a. Resolution 2023-32 Approval of Seasonal Park Facility Rental Agreement
 - e) Waterloo Water & Light
 - a. Contractor's Application for Payment-Waterloo Utilities
 - b. City of Waterloo Project Tracking Budget and Funding Allocations for Wastewater Remodel
 - c. Town & Country Monthly Report
 - f) UNFINISHED BUSINESS
 - g) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
 - h) ADJOURNMENT

Jeanne Ritter
Clerk/Deputy Treasurer

Posted & Emailed: 11/30/2023.

PLEASE NOTE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above meeting(s) to gather information. No action will be taken by any governmental body other than that specifically noted. Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request such services please contact the clerk's office at the above location

CITY OF WATERLOO COMMON COUNCIL - MEETING MINUTES: November 16, 2023
[a digital recording of this meeting also serves as the official record]

PUBLIC HEARING ON RECOMMENDED 2024 MUNICIPAL BUDGET

1. CALL PUBLIC HEARING TO ORDER (online link: [2024 proposed budget information](#)) 7pm
2. PUBLIC COMMENTS ON THE PROPOSED 2024 MUNICIPAL BUDGET (Resolution # 2023-29) no public in attendance.
3. ADJOURN PUBLIC HEARING 7:01 pm

REGULARLY SCHEDULED MEETING

- 1) CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL. Mayor Quimby called the meeting to order at 7:00 p.m. Alderpersons present: A. Kuhl, C. Kuhl, Cummings, Haseleu, and Thomas. Attending Remotely: none Absent: Griffin and Weihert. Others attending in-person: DPW Supervisor Yerges, Treasurer Nelson, Clerk Ritter; and WLOO Videographers. The pledge of allegiance was recited.
- 2) MEETING MINUTES APPROVAL: October 19, 2023 Motion [Cummings/A.Kuhl] VOICE VOTE: Motion carried.
- 3) CITIZEN INPUT / PUBLIC COMMENT none
- 4) NOTIFICATION OF PUBLISHED NOTICES - Municipal Spring Elections – Spring Election, April 4, 2024
- 5) MEETING SUMMARIES (since last Council meeting)
 - a) 10-23-2023 Special Finance Meeting – Budget
 - b) 10-23-2023 Fire/EMS Meeting
 - c) 10-24-2023 Library
 - d) 10-24-2023 Plan Commission
 - e) 11-01-2023 Parks Commission
 - f) 11-02-2023 Public Works and Property – Cancelled
 - g) 11-07-2023 Special Finance Meeting – Fire Dept.
 - h) 11-07-2023 Waterloo Water & Light
 - i) 11-14-2023 CDA
 - j) 11-16-2023 Finance
- 6) CONSENT AGENDA ITEMS Motion [A.Kuhl/Cummings] VOICE VOTE: Motion carried.
 - a) October Reports of City Officials & Contract Service Providers
 - i) Parks
 - ii) Fire & Emergency Medical Services
 - iii) Building Inspections
 - iv) Public Works
 - v) Police
 - vi) Library Board
 - vii) Water & Light Utility Commission
 - viii) Watertown Humane Society
- 7) RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
 - a) Finance, Insurance & Personnel
 - i) October 2023 Financial Statements: General Disbursements \$695,705.21; Payroll \$ 91,387.76 & Clerk/Treasurer's Reports [\[available on municipal website\]](#) Motion [Thomas/Kuhl] ROLL CALL: Ayes 5 Noes 0 Motion carried. Absent Weihert and Griffin
 - ii) Resolution #2023-29 Adopting An Annual Budget And Approving The Necessary Funds For The Operation Of The City Of Waterloo, Wisconsin For The Year 2024 (online link: [2024 proposed budget information](#)) Motion [Thomas/C.Kuhl] Remove \$50,000 from CDA published amount. Item was not approved. Remove \$50,000 from undesignated fund as parking lot survey was already included in capital expense. ROLL CALL: Ayes 5 Noes 0 Motion carried. Absent Weihert and Griffin. \$22,523 in Carryover to be used. Motion [Thomas/C.Kuhl] ROLL CALL: Ayes 5 Noes 0 Motion carried. Absent Weihert and Griffin.
 - b) Waterloo Water & Light

- i) Town & Country Construction Update
- ii) Contractor's Application for Payment-Waterloo Utilities Motion [Cummings/C.Kuhl] 1,485,537.40 ROLL CALL: Ayes 5 Noes 0 Motion carried. Absent Griffin and Weihert.
- iii) City of Waterloo Project Tracking Budget and Funding Allocations for Wastewater Remodel Motion [Cummings/C.Kuhl] 1,527,437.40 ROLL CALL: Motion carried. Absent: Griffin and Weihert
- iv) WW&L Would Like to Gift Waterloo Carousel Water Tower to the City Tabled [Thomas/Cummings] VOICE VOTE: Motion carried.

8) UNFINISHED BUSINESS

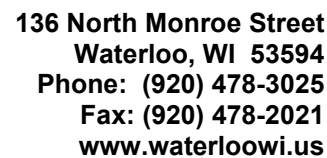
9) NEW BUSINESS

- a) Resolution #2023-30 Resolution of Support WisDOT 2024-2028 Motion [C.Kuhl/Cummings} ROLL CALL: Ayes 5 Noes 0 Motion carried. Absent Weihert and Griffin
- b) New agent for HandySpot LLC Motion [Cummings/A.Kuhl] VOICE VOTE: Motion carried.

10) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

11) ADJOURNMENT [C.Kuhl/A.Kuhl] VOICE VOTE: Motion carried. 7:27 pm

Attest: Jeanne Ritter Clerk/Deputy Treasurer



HOLD HARMLESS CLAUSE:

The special event or entertainment sponsor hereby agrees to indemnify and hold harmless the City of Waterloo, Wisconsin, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses, expenses arising out of the permitted event/activity or any activity associated with the conduct of the sponsor's operation of the event, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the City of Waterloo acting within the scope of their employment.

Further, the event sponsor agrees to indemnify the City of Waterloo and any of its agents, public officers, officials or employees and authorized volunteers for any attorneys fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the sponsor's use of public property or operation of the event as set forth in the application for special permit.

INSURANCE REQUIREMENTS:

Proof of insurance is required of all Special or Entertainment Event Sponsors before the event. The attached list of insurance requirements should be reviewed immediately with your Insurance Agent to comply. Please provide a Certificate of Insurance with your completed application by, _____ 20____ to the **City Clerk's Office 136 N. Monroe Street, Waterloo, WI. 53594**. Insurance coverage shall be from companies and in amounts acceptable to the City of Waterloo. Failure to provide said acceptable insurance coverage in a timely manner is grounds for non-issuance or revocation of the permit.

PERMITTED USE OF PUBLIC PROPERTY:


Whereas the Special or Entertainment Event Sponsor agrees to use the public property at _____ in Waterloo, Wisconsin, known as, for staging of, the City of Waterloo does hereby agree to permit for use, at no cost, these premises for the date(s) of _____ through _____ 20____. Sponsor does hereby agree to conduct only that business/activity which is described in the Special Event Permit Application, and agrees to all municipal requirements. Sponsor further agrees that within thirty (30) days of the conclusion of the event it will, at its own expense, provide for the repair, replacement or maintenance of any damaged, lost or stolen portions of the subject property including, but not limited to landscaping, street or buildings and/or pavement.

LIABILITY WAIVER:

The event sponsor agrees for itself and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to waive and relinquish all claims that may result in any manner against the City of Waterloo, its agents, public officers, officials or employees and authorized volunteers from said sponsored event or activity, except for acts caused by the willful and wanton misconduct by employees of the City of Waterloo acting within the scope of their employment.

AUTHORIZED SIGNATURES:

I hereby attest that I am authorized to bind the sponsor and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to the terms of this agreement. I have read and understand all regulations and requirements outlined herein. I/we do hereby agree to abide by all rules and regulations outlined herein. I/we hereby agree to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects of staging a Special Event in the City of Waterloo, as outlined herein. I/we understand that our lack of meeting all requirements outlined herein may result in the denial or cancellation of the proposed Special or Entertainment Event. **Permit applied for and all terms and stipulations agreed to by:**

_____	
Name (please print)	Signature
_____	_____
Signatory Title (if applicable)	Date

THIS APPLICATION, WITH A DETAILED SITE PLAN ATTACHED, AND ANY OTHER APPLICABLE DOCUMENTS AS OUTLINED HEREIN, MUST BE REMITTED TO THE CLERK'S OFFICE NO LATER THAN **NINETY DAYS (90)** PRIOR TO THE OPENING DAY OF THE EVENT. Application received late or incomplete may be denied. Direct mail to the **City Clerk, City of Waterloo, 136 N. Monroe Street**, Waterloo, WI. 53594. A copy of the application will then be forwarded to the appropriate committees and or Departments for consideration of approval, denial, and scheduling.

Date application received: _____ Received by: _____

Clerk's Office to complete the section below:

Cc:

_____ Police Department

_____ Council Approval _____
Date

_____ Fire Department

_____ Public Works

_____ Certificate of Insurance

_____ Waterloo Utilities

Fee for Profit Events = \$50.00 per event.

Fee is WAIVED for events held or sponsored by educational, charitable, nonprofit, or religious organizations when the proceeds are devoted to the purposes of such organization.

Fee Paid: _____

Date Paid: _____

Receipted by: _____

Attachment 1

CITY OF WATERLOO INSURANCE REQUIREMENTS FOR SPECIAL EVENTS

1. The City of Waterloo requires submission of a Certificate of Insurance along with the Special or Entertainment Events Application prior to review by the City's Government Operations Committee.
2. The Certificate of Insurance must include the following **minimum** limits of insurance coverage required for special events on City property:

\$300,000 Injury or death of one person; \$1,000,000 for any one accident; \$50,000 for Property Damage.
3. The City of Waterloo must be named on the Certificate of Insurance as **primary, non-contributory additional insured** under the general liability policy for the event.
4. The Certificate of Insurance must include the name of the special event, and the date, time and location of the event.
5. The City of Waterloo reserves the right to request a copy of the actual policy represented by the Certificate of Insurance.
6. **No event will be allowed to proceed without receipt by the City of a valid Certificate of Insurance in full compliance with the above listed requirements.**

Any questions regarding these insurance requirements should be directed to the City Clerk's Office at (920) 478-3025

SPECIAL EVENT or ENTERTAINMENT WORKSHEET

NAME OF EVENT: _____

DATE (S) OF EVENT: _____ HOURS: _____

LOCATION/PROPERTY: _____

SAFETY PROCEDURES:

1) Will you be providing private on-site security? YES NO

If yes, list security company name. _____

Where will security be needed? _____

What times will security be needed? _____

Will WPD officers be required? YES NO

Municipal estimation of cost: _____ WPD Personnel @ \$ _____ /hour = \$ _____

2) What are your plans for medical assistance? _____

Municipal estimation of cost: _____ WFD equipment/personnel @ _____ \$ hours = \$ _____

3) Will there be fireworks at your event? YES NO

Date of fireworks _____ Time of Fireworks _____

Name/Address of company supplying fireworks _____

Fire Marshall must be contacted for approval and consultation.

SET UP / CLEAN UP PROCEDURES:

1) Name of person in charge of set up: _____ phone # _____

2) What time will set up begin: _____

3) Name of clean up contact person: _____ Cell Phone# _____

4) Estimated time for clean up after event: _____

FEES AND PROCEEDS:

1) Will admission be charged for this event? YES NO

If yes, how much: Adult _____ Seniors _____ Students _____

Children 5 & under _____ Families _____

2) If a participant fee is charged, please indicate the amount: Booth: _____

Concessionaire: _____

3) Will alcoholic beverage(s) be sold? YES NO

If yes, what beverage and at what cost? _____

4) What does the Sponsor intend to do with any revenue over and above the expenditures? _____

(If this is a first year event, please provide a budget. If it is a repeat event, provide last year's financials.)

ENTERTAINMENT AND PROMOTIONS:

2) List names of performers and entertainment groups:

2) Describe other entertainment / activities planned for your event: _____

3) How will your event be promoted? Television Radio Newspapers Posters Flyers

other _____

PUBLIC PROPERTIES PROCEDURES:

If you are requesting city services, please complete the following area:

1) Will you need barricades? YES NO

Purpose of barricades: _____

Location of placement: _____ Amount needed _____

Date barricades needed _____ Time of placement _____

Name of company providing service if other than City _____

2) Will you require electrical service(s) YES NO

Entertainment: number of amps _____ = _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location _____ Entainer name _____

Entertainment: number of amps _____ = _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____ Entainer name _____

Concessions: _____ amps= _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____

Concessions: _____ amps= _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____

Name of company providing service if other than City: _____

3) Will you need fencing installed? YES NO

Purpose of fencing: _____

Location: _____ Amount: _____

Date needed _____ Time needed _____

Estimated costs: _____ locations @ \$100. = \$ _____ Total costs

4) Will parking considerations be needed YES NO

Type(s) _____

Location: _____ Amount _____

Date: _____ Time: _____

5) Will picnic tables be needed? YES NO

Location _____ Amount _____

Date needed: _____ Time needed _____

Estimated cost(s) _____ Picnic tables @ \$5.00 per table = \$ _____

6) Is a street sweeper needed? YES NO

Location _____ Date _____ Time _____

Estimated cost(s) _____ hours @ _____ = \$ _____ total cost

Name of company providing service, if not City: _____

7) Will you need additional trash bins? YES NO

If yes how many requested? Cardboard trash bins _____ Barrels _____

Where do you want them placed? _____

Name of disposal company if other than the City: _____

Where will dumpster be place: _____

Waterloo, WI

8) Will water connection be needed? YES NO

Location _____ Amount _____

Date _____ Time _____

Estimated costs: _____ connection(s) @ \$20.00 = \$ _____ Total water costs

AGREEMENT

Regarding 333 Portland Road, Waterloo, WI

THIS AGREEMENT (the "**Agreement**") entered into as of the last date of signature below (the "**Effective Date**"), by and between the City of Waterloo, a Wisconsin body politic (the "**City**"), having offices located at 136 N. Monroe Street, Waterloo, Wisconsin 53594-1198, and GoldSky Capital LLC, a Wisconsin Limited Liability Company (the "**Developer**") (collectively, the "**Parties**").

WHEREAS, the City owns certain real estate with an address of 333 Portland Road, Waterloo, WI (the "**Property**"); and

WHEREAS, the City and Developer are in negotiations for a potential agreement whereby the City would convey the Property to the Developer and it would redevelop the Property; and

WHEREAS, the Developer desires, and the City is willing to provide, assurance to the Developer that the City will not convey the Property to a party other than the Developer, or its assigns, for a period of 60 days to allow time for the City and Developer to attempt to negotiate such an agreement to redevelop the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Sale Freeze. The City shall not sell, convey, or transfer title of the Property to any party other than the Developer, or the Developer's assigns, for a period of 60 days commencing on the Effective Date (the "**Freeze Period**"). After the expiration of the Freeze Period, or earlier termination of this Agreement as provided below, the City shall be free to sell, convey, or transfer title to the Property as it decides in its sole discretion.

2. Negotiation. During the Freeze Period, the Parties shall negotiate in good faith in an attempt to reach an agreement whereby the Developer would redevelop the Property. The Parties are under no obligation to reach such an agreement, and mutually acknowledge that both Parties, or either Party, may withdraw from such negotiations at any time, for any reason, or no reason. If either Party so withdraws, they shall give written notice to the other Party, and this Agreement shall terminate as of the date of such notice. If the negotiations result in an agreement, the terms of such shall be memorialized in a subsequent agreement between the Parties, which agreement shall supersede and replace this Agreement.

3. No Partnership. Nothing in this Agreement shall be construed to create any co-partnership, principal and agent, joint venture or other similar relationship between the Parties hereto, and no Party may incur debts or liabilities in the name, or on behalf, of any other Party

unless expressly approved by the Party to be bound thereby in a written instrument signed by such Party.

4. Nonwaiver of Governmental Immunity. No provision of this Agreement shall be construed as a waiver of any immunity or limitation of liability granted to or conferred upon the City by applicable provisions of Wisconsin law.

5. Neutral Construction. The Parties acknowledge this Agreement is the product of negotiations between the Parties and that, prior to the execution hereof, each Party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against either Party because that Party's attorney drafted this Agreement or any part hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

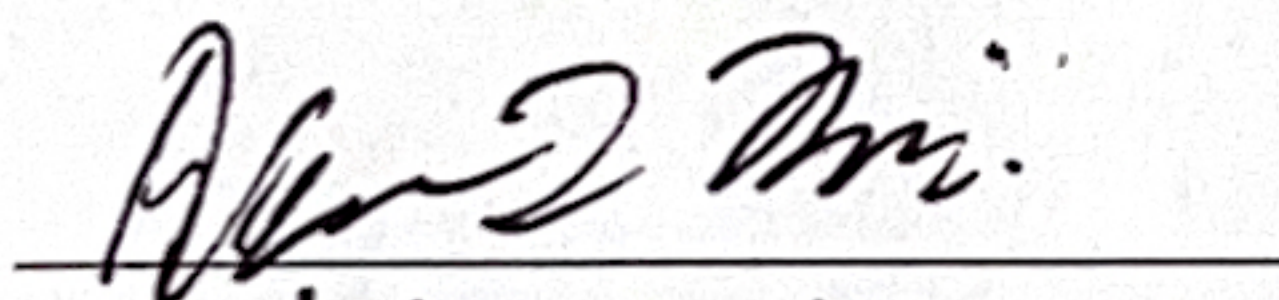
Jenifer Quimby, or

Date

Attest:

Jean Ritter, City Clerk

THE CITY OF WATERLOO



Andrew Mills
managing partner Goldsky Capital LLC

Date 11/10/23

DRAFTED BY:

William S. Cole, City Attorney
AXLEY BRYNELSON, LLP
2 East Mifflin Street, Suite 200
Madison, Wisconsin 53703



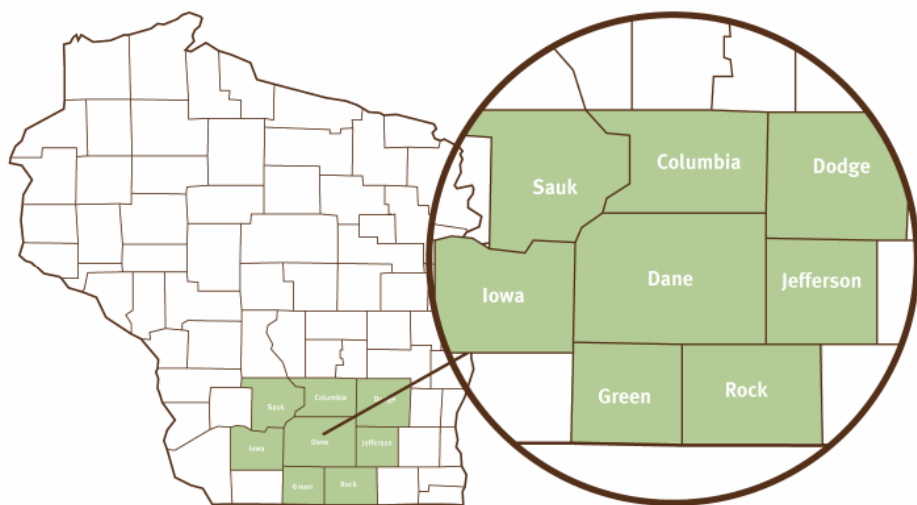
City of Waterloo, Wisconsin

December 5, 2023

MADISON REGION ECONOMIC PARTNERSHIP



Who We Are



The Madison Region Economic Partnership (MadREP) is the economic development agency for the eight-county Madison Region of south-central Wisconsin.

Through a comprehensive regional approach to economic development, the strategic pursuit of job creation and business growth in target clusters, and a coordinated talent development pipeline, MadREP leads the expansion and innovation of a dynamic economy where people and businesses thrive.



Strategic Planning

- In 2023, MadREP increased our engagement with federal and state government.
- Economic Development Districts (EDDs) are multi-jurisdictional entities, commonly composed of multiple counties and in certain cases even cross-state borders. Advantaged position on federal funding opportunities.
- A Comprehensive Economic Development Strategy (CEDS) is an economic development plan supported by the US Economic Development Administration for the purpose of providing guidance for future public investment to build regional economic development.



CEDS Steering Committee



The Visioning process looks out into the foreseeable future and imagines what is possible. The Madison Region Economic Partnership Leadership team and Steering Committee members looked to the future to describe the community they were trying to build from an economic prosperity perspective. The question asked was: What will our Region have in place in 3-5 years to be the most competitive and attractive place to do business in the Upper Midwest? The vision is intended to be a long-lasting aspiration that may never be fully realized but always moving toward.



Strategic Vision

Growing a
Sustainable,
Resilient, Regional
Economy



There is a Regional Focus on
economic development and
opportunity

Reducing Barriers
for Workforce
Participation



Flexible and reliable
transportation



Adult, teen, and childcare
that meets demand



Housing that meets the
needs of all income levels



Strategic Vision

Accelerating Strategic Business Growth



Focus on business attraction
and retention



Small business investment
and development



An economy based on
sustainability and resilience

Cultivating Strong Talent Development and Retention



Workforce Development
that supports workers and
Employers



Equitable Education

D.E.I.A. -Diversity, Equity, Inclusion, and Access as a source of strength

Madison Region leads in equitable representation by BIPOC individuals in leadership

All peoples feel welcome, safe, and prosperous



Reporting & Data Capabilities

Publications

- 10 years of published “Workplace Leadership & Diversity Survey” results
- Sector Strategy for Pandemic Recovery to be published in 2023
- Five comprehensive key industry sector profiles, including supply chain, published 2014-2018





Regional Support & Collaboration



Columbus

WI

Designed by TownMapUSA.com



Whitewater

WI

Designed by TownMapUSA.com



Deerfield

WI

Designed by TownMapUSA.com



Horicon

WI

Designed by TownMapUSA.com



Mount Horeb

WI

Designed by TownMapUSA.com



Waupun

WI

Designed by TownMapUSA.com



Meet Your Project Team



Everett Butzine

*Economic Development
Specialist*



**Jason M. Fields, CEcD,
CFEI, CCRS**

President & CEO



Fredrick Flores

*Community
Development Specialist*



The MadREP Team

- Jason M. Fields, CEcD, CFEI, CCRS | President & CEO
- Everett Butzine | Economic Development Specialist
- Gene Dalhoff, IOM | Vice President, Strategic Partnerships
- Tonnetta Darcel Carter | Bridge Wisconsin Chief Strategy Officer
- Frederick Flores | Community Development Specialist
- Craig Kettleson | Enterprise Development Director
- Jana Moore | Operations & Communications Specialist
- Everett Mulroe | Grants Manager
- Jessica Reilly | Marketing & Communications Director



Scope of Proposed Services





Why Waterloo?





Questions & Discussion

MADISON REGION ECONOMIC PARTNERSHIP



136 North Monroe Street
Waterloo, WI 53594-1198
Phone: (920) 478-3025
Fax: (920) 478-2021
www.waterloowi.us

RESOLUTION #2023-31

**Rescinding An Economic Development Services Agreement With Non-Metro Connections
And Recommending Entering Into An Economic Development Services Agreement With
Madison Regional Economic Partnership**

WHEREAS, based on a Non-Metro Connections departure and other factors, the Community Development Authority at its December 5, 2023 meeting recommended rescinding Non-Metro Connections service agreement for economic development services and brought before Council for action on December 7, 2023 and;

WHEREAS, the Community Development Authority met with Madison Regional Economic Partnership at its December 5, 2023 meeting, after which it voted to recommend entering into economic development services with Madison Regional Economic Partnership.

THEREFORE, BE IT RESOLVED, that the Council agrees with the Community Development Authority's two recommendations as stated above and directs the Clerk/Treasurer to present a service agreement based on the Madison Region Economic Partnership (attached) for final signatures.

Date: _____

Vote: _____

City of Waterloo

Signed: _____

Jenifer Quimby
Mayor

Attest:

Jeanne Ritter
City Clerk/Deputy Treasurer

SPONSOR(S) – Community Development Authority

FISCAL EFFECT – 2024 funding from approved budget -- tax incremental finance districts 2 and 4



City of Waterloo
Jenifer
Quimby

Everett
Butzine
Non-Metro
Connections

Service Contract - Community and Economic Development Consulting

This Service Contract (this "Contract" or this "Service Contract"), is entered into and made effective as of July 22 (the "Effective Date"), by and between City of Waterloo, with an office located at 136 N Monroe St., Waterloo (WI), 53594 ("Customer"), and Non-Metro Connections, with an office located at 329 W 3rd St., Fox Lake(WI), 53933 ("Consultant").

Whereas:

1. Customer has a need for services; and
2. Consultant has an interest in performing such services for Customer; and
3. The parties wish to set forth the terms and conditions upon which such services will be provided to Customer;

Now therefore, in consideration of the foregoing, and the mutual promises herein contained, the parties hereby agree as follows:

Description of Services

Economic Development Services:

A. Business Retention & Expansion

Activities associated with business retention and expansion including visits and communication with key community business stake-holders.

B. Business Recruitment & Entrepreneurship

Activities associated with recruitment and formation, consisting of marketing of available properties, planning new developments or redevelopment and continuation of existing programs. Activities include following up on all development leads shepherding projects from concept to implementation.

C. Marketing & Outreach

Activities intended to increase local and regional knowledge of Waterloo, its amenities and local businesses with a purpose of growing private investment in the community.

D. Office Hours & Meetings

Consultant will conduct office hours in Waterloo. Consultant will provide up to 17 hours per week in Waterloo, primarily communicating with property owners, business stake-holders and potential project partners. Consultant will attend up to two public municipal meetings a month.

E. Any additional services (eg. grant writing, TIF analysis, etc.) will be performed at an hourly rate with written or verbal approval by the Waterloo Community Development Authority.

Deliverables

Monthly update on progress of services to:
Community Development Authority

Project Schedule

The contract terms are set for one-year. Contract will be automatically renewed on a month-to-month basis after July 22, 2024.

Pricing and Rates

1. Economic Development Services: \$52,000/year or \$4,333.34/month
 1. Additional ED Services outside of scope: \$65/hour

Payment Terms and Schedule

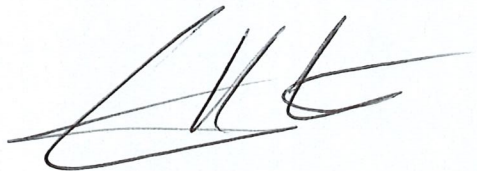
An itemized monthly invoice will be in a form reasonably acceptable to the Customer on or before the 1st of the month from Consultant and expected to be paid in net-30 days.

Terms and Conditions

This independant contractor agreement is governed by the terms and conditions provided here and in **Attachment A**, attached hereto.

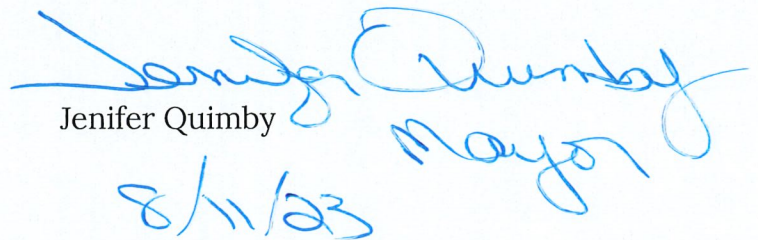
IN WITNESS WHEREOF, by their respective signatures below, the parties have caused the Contract, inclusive of Attachment A, to be duly executed and effective as of the Effective Date.

Non-Metro Connections

A handwritten signature in black ink, appearing to be 'E. Butzine', with a stylized, sweeping flourish at the end.

Everett Butzine

City of Waterloo

A handwritten signature in blue ink, appearing to be 'Jenifer Quimby', with a large, stylized flourish. Below the signature, the date '8/11/23' is written in blue ink, and the word 'Mayor' is written in a cursive script.

Jenifer Quimby

Attachment A

Service Contract Terms and Conditions

1. Intellectual Property Rights

Retained rights

Each party will retain all right, title, and interest in and to its own Pre-Existing Intellectual Property irrespective of any disclosure of such Pre Existing Intellectual Property to the other party, subject to any licenses granted herein.

Pre existing intellectual property

Consultant will not use any Consultant or third party Pre-Existing Intellectual Property in connection with this Contract unless Consultant has the right to use it for Customer's benefit. If Consultant is not the owner of such Pre Existing Intellectual Property, Consultant will obtain from the owner any rights as are necessary to enable Consultant to comply with this Contract.

Consultant grants Customer a non exclusive, royalty free, worldwide, perpetual and irrevocable license in Consultant and third party Pre Existing Intellectual Property, to the extent such Pre-Existing Intellectual Property is incorporated into any Deliverable, with the license including the right to make, have made, sell, use, reproduce, modify, adapt, display, distribute, make other versions of and disclose the property and to sublicense others to do these things.

Consultant will not incorporate any materials from a third party, including Open Source or freeware, into any Deliverable unless (i) Consultant clearly identifies the specific elements of the Deliverable to contain third party materials, (ii) Consultant identifies the corresponding third party licenses and any restrictions on use thereof, and (ii) approval is given by Customer in writing.

Consultant represents, warrants and covenants that Consultant has complied and shall continue to comply with all third party licenses (including all open source licenses) associated with any software components that will be included in the Deliverables or any other materials supplied by Consultant.

Consultant shall indemnify Customer against any losses and liability incurred by Customer due to failure of Consultant to meet any of the requirements in any of the third party licenses.

Ownership of deliverables

Subject to Consultant and third party rights in Pre Existing Intellectual Property, all Deliverables, whether complete or in progress, and all Intellectual Property Rights related thereto shall belong to Customer, and Consultant hereby assigns such rights to Customer.

No rights to customer intellectual property

Except for the limited license to use materials provided by Customer as may be necessary in order for Consultant to perform Services under this Contract, Consultant is granted no right, title, or interest in any Customer Intellectual Property.

2. Confidentiality

Confidential information

For purposes of this Contract, "Confidential Information" shall mean information or material proprietary to a Party or designated as confidential by such Party (the "Disclosing Party"), as well as information about which a Party (the "Receiving Party") obtains knowledge or access, through or as a result of this Contract (including information conceived, originated, discovered or developed in whole or in part by Consultant hereunder).

Confidential Information does not include:

- a) information that is or becomes publicly known without restriction and without breach of this Contract or that is generally employed by the trade at or after the time the Receiving Party first learns of such information;
- b) generic information or knowledge which the Receiving Party would have learned in the course of similar employment or work elsewhere in the trade; c) information the Receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation;
- d) information the Receiving Party rightfully knew prior to receiving such information from the Disclosing Party to the extent such knowledge was not subject to restrictions on further disclosure;
- or (e) information the Receiving Party develops independent of any information originating from the Disclosing Party.

Customer confidential information

The following constitute Confidential Information of Customer and should not be disclosed to third parties: the Deliverables, discoveries, ideas, concepts, software in various states of development, designs, drawings, specifications, techniques, models, data, source code, source files and documentation, object code, documentation, diagrams, flow charts, research, development, processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies and financial information, this Contract and the existence of this Contract, and any work assignments authorized or issued under this Contract.

Consultant will not use Customer's name, likeness, or logo (Customer's "Identity"), without Customer's prior written consent, to include use or reference to Customer's Identity, directly or indirectly, in conjunction with any other clients or potential clients, any client lists, advertisements, news releases or releases to any professional or trade publications.

Non-Disclosure

The Parties hereby agree that during the term hereof and at all times thereafter, and except as specifically permitted herein or in a separate writing signed by the Disclosing Party, the Receiving Party shall not use, commercialize or disclose Confidential Information to any person or entity.

Upon termination, or at any time upon the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information, including all notes, data, reference materials, sketches, drawings, memorandums, documentations and records which in any way incorporate Confidential Information.

Right to disclose

With respect to any information, knowledge, or data disclosed to Customer by the Consultant, the Consultant warrants that the Consultant has full and unrestricted right to disclose the same without incurring legal liability to others, and that Customer shall have full and unrestricted right to use and publish the same as it may see fit.

Any restrictions on Customer's use of any information, knowledge, or data disclosed by Consultant must be made known to Customer as soon as practicable and in any event agreed upon before the start of any work.

Public Records Law

The Consultant has been advised and acknowledges the Customer is a municipality subject to the Wisconsin Public Records Law. Notwithstanding any other provision in this Contract to the contrary, the Consultant shall reasonably cooperate with the Customer to facilitate compliance with the Wisconsin Public Records Law, sec. 19.21, et seq., Wis. Stats., and upon request by the Customer, provide to the Customer all documents in the Consultant's possession or control which are subject to release under such law.

3. Conflict of Interest

Consultant represents that its execution and performance of this Contract does not conflict with or breach any contractual, fiduciary or other duty or obligation to which Consultant is bound. Consultant shall not accept any work from Customer or work from any other business organizations or entities which would create an actual or potential conflict of interest for the Consultant or which is detrimental to Customer's business interests.

4. Termination

Rights to Terminate

1. Customer may terminate this Contract and/or an individual project for its convenience, without liability at any time, upon prior 45-day written notice to Consultant.
2. Consultant may terminate this Contract upon 45-day written notice provided there are no open projects at the time notice is given.
3. Customer may terminate this Contract and/or any open projects immediately for cause if the Consultant fails to perform any of its obligations under this Contract or if Consultant breaches any of the warranties provided herein and fails to correct such failure or breach to Customer's reasonable satisfaction within ten (10) calendar days (unless extended by Customer) following notice by Customer. Customer shall be entitled to seek and obtain all remedies available to it in law or in equity.
4. Upon termination by the Customer of any project or work given Consultant hereunder, Consultant will immediately provide Customer with any and all work in progress or completed prior to the termination date. As Customer's sole obligation to Consultant resulting from such termination, Customer will pay Consultant an equitable amount as determined by Customer for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables provided and accepted prior to the date of termination. The Consultant shall not be entitled to any compensation for partially completed projects or work if the Consultant terminates this Contract for any reason other than material breach by the Customer after refusal to cure for at least 10 days.
5. Upon termination or expiration of this Contract or a project performed by Consultant hereunder, whichever occurs first, Consultant shall promptly return to Customer all materials and or tools provided by Customer under this Contract and all Confidential Information provided by Customer to Consultant.
6. Any provision or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Contract.

5. Warranties

Consultant warrants that:

1. the Services and Deliverables are original and do not infringe upon any third party's patents, trademarks, trade secrets, copyrights or other proprietary rights,
2. it will perform the Services hereunder in a professional and workmanlike manner,
3. the Deliverables Consultant provides to Customer are new, of acceptable quality free from defects in material and workmanship and will meet the requirements and conform with any specifications agreed between the parties,
4. it has all necessary permits and is authorized to do business in all jurisdictions where Services are to be performed,
5. it will comply with all applicable federal and other jurisdictional laws in performing the Services,
6. it has all rights to enter into this Contract and there are no impediments to Consultant's execution of this Contract or Consultant 's performance of Services hereunder.

6. Inspection and Acceptance

Non-conforming services and deliverables

If any of the Services performed or Deliverables delivered do not conform to specified requirements, Customer may require the Consultant to perform the Services again or replace or repair the non-conforming Deliverables in order to bring them into full conformity with the requirements, at Consultant's sole cost and expense.

When the defects in Services and/or Deliverables cannot be corrected by re-performance, Customer may: (a) require Consultant to take necessary action, at Consultant's own cost and expense, to ensure that future performance conforms to the requirements and/or (b) reduce any price payable under the applicable project to reflect the reduced value of the Services performed and/or Deliverables delivered by Consultant and accepted by Customer.

If Consultant fails to promptly conform the Services and/or Deliverables to defined requirements or specifications, or take action deemed by Customer to be sufficient to ensure future performance of the project in full conformity with such requirements, Customer may (a) by contract or otherwise, perform the services or subcontract to another Consultant to perform the Services and reduce any price payable by an amount that is equitable under the circumstances and charge the difference in re-procurement costs back to Consultant and/or (b) terminate the project and/or this Contract for default.

7. Insurance

Consultant shall maintain adequate insurance coverage and minimum coverage limits for its business as required by any applicable law or regulation, including Workers' Compensation insurance as required by any applicable law or regulation, or otherwise as determined by Consultant in its reasonable discretion. Consultant's lack of insurance coverage shall not limit any liability Consultant may have under this Contract.

8. Miscellaneous

Assignment

Consultant shall not assign any rights or obligations of this Contract or any other written instrument related to Services and/or Deliverables provided under this Contract, and no assignment shall be binding without the prior written consent of Customer.

Governing law

The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Contract. The foregoing requirement will not preclude either Party from seeking injunctive relief as it deems necessary to protect its own interests. This Contract will be construed and enforced in accordance with the laws of the State of Wisconsin, excluding its choice of law rules.

Severability

The Parties recognize the uncertainty of the law with respect to certain provisions of this Contract and expressly stipulate that this Contract will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law.

To the extent that any provisions of this Contract are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Contract or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Contract will be unaffected.

Independent contractor

Nothing contained in this Contract shall create an employer and employee relationship, a master and servant relationship, or a principal and agent relationship between Consultant and Customer. Customer and Consultant agree that Consultant is, and at all times during this Contract shall remain, an independent contractor.

The Consultant shall not be deemed an employee for any purpose (including Federal or State tax purposes) nor be entitled to participate in any plans, arrangements or distributions made by the Customer pertaining to or in connection with any bonus, health or other insurance plan or pension or profit sharing plan maintained by the Customer for the benefit of its employees. Any persons whom the Consultant provides for service under this Contract are employees and/or the responsibility of the Consultant and are not employees or the responsibility of the Customer. The Consultant shall not, at any time, represent itself to be anything other than an independent contractor with regard to the Customer. The Consultant shall be solely responsible for

all federal and state obligations resulting from all payments received including, but not limited to, State and Federal income taxes and social security taxes.

Neither party shall be considered the agent of the other and absent further written authorization, neither party has general authority to enter into contracts, assume any obligation or make any warranties or representations on behalf of the other.

The Consultant hereby agrees to furnish the Customer with its taxpayer identification number (or social security number) prior to commencement of work under this Contract. Failure or delay in furnishing social security numbers or taxpayer identification numbers may result in the withholding of amounts due to the Consultant from the Customer.

Force majeure

Neither Party shall be liable for any failure to perform under this Contract when such failure is due to causes beyond that Party's reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy.

In the event of such delay the date of delivery or time for completion will be extended by a period of time reasonably necessary by both Consultant and Customer. If the delay remains in effect for a period in excess of thirty days, Customer may terminate this Contract immediately upon written notice to Consultant.

Entire contract

This document and all attached or incorporated documents contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Contract may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

No Third-Party Beneficiaries

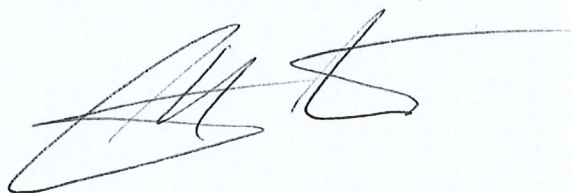
This Contract is intended solely to regulate the obligations of the parties hereto with respect to one another. Nothing in this Contract is intended to create, admit or imply any liability to any third-party nor to provide any benefit to any person, firm, corporation or governmental or non-governmental entity not a party to this Contract.

City of Waterloo



Jenifer Quimby

Non-Metro Connections



Everett Butzine



SCOPE OF WORK

CITY OF WATERLOO

Economic Development Services



Economic Development Scope of Work City of Waterloo

Project Overview

We are tasked with providing economic development services for the City of Waterloo. The goal is to increase awareness, attract visitors and businesses, and foster a thriving economic ecosystem for the city.

Scope of Services

- **Business Retention & Expansion:** Activities associated with business retention and expansion include visits and communication with key community business stakeholders.
- **Business Recruitment & Entrepreneurship:** Activities associated with recruitment and formation consist of marketing of available properties, planning new developments or redevelopment and continuation of existing programs. Activities include following up on all development leads shepherding projects from concept to implementation.
- **Marketing & Outreach:** Activities intended to increase local and regional knowledge of Waterloo, its amenities, and local businesses with a purpose of increasing private investment in the community.
- **Office Hours & Meetings:** MadREP will conduct office hours in Waterloo. MadREP will provide up to 4 hours per week in Waterloo, primarily communicating with property owners, business stakeholders and potential project partners. MadREP will attend up to one public municipal meeting a month. Additional meetings as required.
- **Grant Writing Services:** Any additional services (eg. Downtown planning, TIF analysis, redevelopment initiatives, plan creation, etc.) will be performed at an hourly rate with written or verbal approval by the Waterloo Community Development Authority.

Deliverables

- Monthly key performance indicator report.

Timeline

Services will be executed over a period of one year, starting from January 1, 2024, to January 1, 2025. The contract will automatically be renewed on an annual basis per renewal agreement.





Budget, Reporting & Approvals

Budget

The estimated budget for this project is \$45,000 annually.

Reporting

Regular progress reports will be provided monthly, detailing key performance indicators (KPIs) agreed up with the community development authority, city council, and the mayor.

Approvals

This economic development services scope of work is subject to approval by the community development authority. Any changes or amendments to the scope must be discussed and agreed upon by all parties involved.

Conclusion

By implementing these strategies, we aim to provide effective economic development strategies for the City of Waterloo.





Meet Our Team



Everett Butzine

*Economic Development
Specialist*



**Jason M. Fields, CEcD,
CFEI, CCRS**

President & CEO



Fredrick Flores

*Community
Development Specialist*

Jason Fields joined the Madison Region Economic Partnership (MadREP) in January 2021 and was recognized as a Certified Economic Developer by the International Economic Development Council in September 2022. The CEcD program is the most prestigious designation in the economic development profession. Prior to joining MadREP, he served as a Wisconsin State Legislator.

As economic development specialist, Everett supports and leads initiatives to support the long-term economic growth and success of the Madison Region. In his position, he works closely with local and regional governments, businesses and industry groups, educational institutions, and community organizations. Everett also plays a vital role in developing our Region's third comprehensive development strategy, which will guide our activities and priorities through 2028. Before joining MadREP, Everett served as executive director of Sherman County Economic Development, Inc. and economic development technician at the City of Oshkosh.

Fredrick graduated with a Master of Public Affairs degree with a Graduate Certificate in Science Communication from the La Follette School of Public Affairs at UW-Madison in May 2023. He prioritizes strong relationships with communities and partners when working on economic development projects to ensure successful and beneficial community outcomes.





About Our Organization

Madison Region Economic Partnership (MadREP) is the regional economic development organization for the south-central Wisconsin Madison region, which includes Dane, Sauk, Rock, Green, Iowa, Jefferson, and Dodge County. Our organization works on economic development initiatives, including housing, child care, broadband, and labor.

Our Mission: Through a comprehensive regional approach to economic development, the strategic pursuit of job creation and business growth in target clusters, and the development of a coordinated talent pipeline, the Madison Region Economic Partnership will lead the development of a dynamic economy where people and business thrive.





MadREP Success Stories

● What We Do

MadREP focuses on proactive business retention and expansion, targeted business attraction, strategic development of target industries, expansion of exports and FDI opportunities, delivery and analysis of economic data, mapping of industry supply chains, support of innovative spaces, technical assistance to entrepreneurs, marketing the region's business assets, promoting diversity and inclusion, contracted community-level economic vitality assessments, contracted enhanced county and community-level economic development services, convening partners to enhance collaboration, and convening education and business representatives to address human capital needs, all in accordance with the Madison Region's Comprehensive Economic Development Strategy.

● Media Partnerships

MadREP partners with media outlets to promote the Madison Region as an excellent place to live, work, and play. Livability Media ranked Madison, WI as the best place to live in America for two years, resulting in around 4.5 million views annually. Media partnerships help promote the region nationwide.

● Cluster Development

MadREP fosters a critical mass of interrelated businesses, including the Wisconsin Games Alliance (WGA), which hosts an annual game development conference and has attracted major companies and game titles to southcentral Wisconsin. MadREP collaborated with Version1 to bring a professional esports event, the Minnesota Røkk Home Series, to Madison in 2023.

● CEDS Development

MadREP is finalizing the development of the region's third CEDS, a planning process to guide economic prosperity and resiliency. EDA funding eligibility relies on project alignment with CEDS objectives, as defined by the U.S. Economic Development Administration.

● Industry Clusters

MadREP has completed in-depth real estate and industry sector analyses and made them available to the Region to support strategic planning and attraction activities.



BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the WATERLOO FIRE DEPARTMENT, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement

or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

- a. Client will pay all amounts owed to EMS|MC under this Agreement.
- b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:
 - i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
 - ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
 - iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
 - iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation

training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 7.0% percent of "Net Collections" as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected

each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. The RCM Fee is referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20th day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on September 1, 2023 and shall thereafter continue through August 31, 2026 ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial

and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the “Wind Down”), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client’s exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10.PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different

times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

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EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, hardware, software, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

~~To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.~~ To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, EMS|MC's applicable insurance coverage limits (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap, and shall not cause the Liability Cap to be exceeded, including, without limitation, all compensatory damages, other damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

e.—

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after ~~the earlier of~~ the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; ~~one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim.~~ Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may

give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of ~~North Carolina~~ *Wisconsin* or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client,

or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Waterloo Fire Department
900 Industrial Lane
Waterloo, WI 53594

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103
Contracts@emsbilling.com

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of ~~North Carolina~~, notwithstanding any conflicts of law rules to the contrary.

Wisconsin
f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

Waterloo Fire Department

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act"

(Signature of Finance Officer)

(Print Name)

Attachment 1

Business Associate Addendum

This Business Associate Addendum (the "Addendum") is made effective the ____ day of _____ 2023, by and between Waterloo Fire Department, hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

Waterloo Fire Department

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the WATERLOO FIRE DEPARTMENT, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days’ prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement

or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

- a. Client will pay all amounts owed to EMS|MC under this Agreement.
- b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:
 - i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
 - ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
 - iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
 - iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation

training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client (“Users”) with access to EMS|MC Web Portals (the “Portals”), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User’s rights; (iii) monitoring Users’ access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User’s compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User’s employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User’s access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 7.0% percent of “Net Collections” as defined below (the “RCM Fee”). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney’s offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient’s account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected

each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. The RCM Fee is referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20th day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on September 1, 2023 and shall thereafter continue through August 31, 2026 ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial

and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the “Wind Down”), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client’s exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan (“Compliance Plan”) in accordance with the most current guidelines of the U.S. Department of Health and Human Services (“HHS”). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General (“OIG”) Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client’s continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the “Restricted Period”), Client shall not, without EMS|MC’s prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC’s employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different

times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, EMS|MC's applicable insurance coverage limits (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all compensatory damages, other damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be

brought by Client against EMS|MC after the following to occur (the “Claim Time Limit”):

(i) the time period for bringing an action under any applicable state or federal statute of limitations. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC’s past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the “Non-Direct Damages Waiver”).

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC’s gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC’s express consent; and

(iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of Wisconsin or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Waterloo Fire Department
900 Industrial Lane
Waterloo, WI 53594

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103
Contracts@emsbilling.com

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Wisconsin, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all

prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal (“RFP”) from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client’s payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

Waterloo Fire Department

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act”

(Signature of Finance Officer)

(Print Name)

Attachment 1

Business Associate Addendum

This Business Associate Addendum (the “Addendum”) is made effective the ____ day of _____ 2023, by and between Waterloo Fire Department, hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

1. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

Waterloo Fire Department

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



136 North Monroe Street
Waterloo, WI 53594-1198
Phone: (920) 478-3025
Fax: (920) 478-2021
www.waterloowi.us

RESOLUTION #2023-32

APPROVING SEASONAL PARK FACILITY RENTAL AGREEMENT

Whereas, at its November 1, 2023 meeting the Parks Commission recommended approving the Seasonal Park Facility Rental Agreement.

Be It Resolved, by the Common Council of the City of Waterloo, Wisconsin, that it accepts the recommendation and authorizes approval of the Seasonal Park Facility Rental Agreement as presented.

PASSED AND ADOPTED this _____, 2023.

City of Waterloo

Signed: _____
Jenifer Quimby
Mayor

Attest:

Jeanne Ritter
City Clerk/Deputy Treasurer

City of Waterloo, Wisconsin

Seasonal Park Facility Rental Agreement

This Seasonal Park Facility Rental Agreement (the “Agreement”) is made between the City of Waterloo, Wisconsin (the “City”) and _____ (the “User”), (collectively, the “Parties”).

WHEREAS, the City owns and operates parks, buildings, fields, and other facilities” that are managed by the Parks Department and are available for reservation and rent to teams, groups, organizations, and individuals on a seasonal or yearly basis;

WHEREAS, the User has submitted a Seasonal Park Facility Rental Application (the “Application”) to the City for reservation, rental, and use of the following Park Facility:

Park Facility: _____; and

WHEREAS, the User’s Application has been approved by the Parks Department; and

WHEREAS, the City has adopted the Seasonal Park Facility Rental Rules and Regulations (the “Rules and Regulations”) which are attached to this Agreement and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Park Facility.** The City rents the above-named Park Facility to the User. Any offices or private areas in the Park Facility are not available for use by the User.
2. **Term.** User shall be entitled to use the Park Facility on _____ (days of week),
from _____ a.m. / p.m. (circle one) to _____ a.m. /p.m. (circle one), from
_____, 20__ (date commencing rental reservation) to
_____, 20__ (date terminating rental reservation).
3. **Rent.** User agrees to pay the City the sum \$_____ to rent the above-named Park Facility for the Term articulated in Section 2 of this Agreement. The rent is due seven (7) days prior to the commencement of the Term. If the User cancels this Agreement or this Agreement is terminated, the rent paid by the User will be returned on a pro rata basis.
4. **Security Deposit.** The User paid a security deposit of \$_____ with the Application. The security deposit will be returned or kept pursuant to the Rules and Regulations.
5. **Food.** The City does / does not (circle one) authorize food to be served at the Park Facility as described in the Application.
6. **Insurance.** The User is required to obtain liability insurance effective for the Term of this Agreement. User agrees to obtain at least the minimum coverage of \$500,000.00 per occurrence, \$1,000,000.00 aggregate. The User agrees to provide a certificate of insurance to the City showing the required coverage at least seven (7) days prior to commencement of the Term and naming the City as an Additional Insured.

7. **Property Damage/Missing Items.** The User agrees to pay the City for any physical damage to the Park Facility or its consents during the Term. The User also agrees to replace or pay the cost of replacement for any missing items.
8. **Indemnification.** The User shall defend, indemnify and hold harmless the City and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by the City or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Park Facility by the User or by the User's guests or invitees, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the City or its officers, employees or agents.
9. **Waiver and Assumption of Risk.** The User knows, understands, and acknowledges the risks and hazards associated with using the Park Facility and hereby assumes any and all risks and hazards associated therewith. User hereby irrevocably waives any and all claims against the City or any of its officials, employees, or agents for any bodily injury (including death), loss or property damage incurred by the User as a result of using the Park Facility and hereby irrevocably releases and discharges the City and any of its officials, employees, or agents from any and all claims of liability.
10. **Rules and Regulations.** The User certifies that the User has read the attached Rules and Regulations and agrees to be bound by the Rules and Regulations. The User shall be responsible for ensuring compliance with the Rules and Regulations by the User's guests or invitees.
11. **Termination.** The Parties agree that this Agreement terminates upon expiration of the Term articulated in Section 2. Either party may terminate this Agreement upon 60 days' notice to the other and this notice can be provided via U.S. Mail or E-Mail. For the City, notice shall be delivered to the Parks Coordinator. For the User, notice shall be provided to the individual who signed this Agreement for the User. The City may terminate this Agreement and remove any User from a Park Facility if the User is not in compliance with this Agreement or pursuant to the applicable Rules and Regulations.
12. **General Provisions.**
 - A. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
 - B. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
 - C. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.
 - D. **Captions.** Section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the Parties.
 - E. **Waiver.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
 - F. **Savings Clause.** If a court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties caused this Agreement to be approved on the dates below.

By signing this agreement, I declare that I have read, understand, and agree to all of the terms and condition of this Agreement.

USER:

_____ Date: _____

By: _____

CITY OF WATERLOO

_____ Date: _____
Parks Coordinator

**CITY OF WATERLOO, WISCONSIN
SEASONAL PARK FACILITY RENTAL RULES AND REGULATIONS**

The following Rules and Regulations govern the reservation, rental, and use of any City of Waterloo (the “City”) park, building, field, and other facilities, which are referred to hereafter as “Park Facility”.

1. User Responsibilities:

- a. The User of a Park Facility must attend an “After Use Maintenance” meeting with the City Parks Coordinator prior to the Users first use of a Park Facility.
- b. The User must prepare the Park Facility for its own individual use.
- c. The User must provide its own equipment for use of the Park Facility.
- d. The User must return the Park Facility to its pre-use condition upon the conclusion of each use of the Park Facility. Failure to restore the Park Facility to its pre-use condition may result in Penalties, up to and including termination of User’s Seasonal Park Facility Rental Agreement.
- e. The User must provide janitorial services for the Park Facility following each use of the facility, which shall include but is not limited to the cleaning of any restroom, toilet, concession stand, and/or kitchen.

2. Penalties:

- a. The City may penalize any User who does not abide by these Rules and Regulations and the terms of its Seasonal Park Facility Rental Agreement as follows:
 - i. 1st Offense – Warning issued by the City Parks Coordinator
 - ii. 2nd Offense – Cancellation of the User’s next scheduled Event at the Park Facility
 1. User will have to meet with Park Coordinator on “After Use Maintenance”.
 - iii. 3rd Offense – Cancellation of the User’s scheduled Events at the Park Facility for one week and removal from the Park Facility.
 - iv. 4th Offense – Termination of the User’s Seasonal Park Facility Rental Agreement.

3. **Maintenance Fee:** If the User fails to comply with its Park Facility maintenance responsibilities articulated in Section 1 of these Rules and Regulations, the City may charge the User for any time City Parks Department staff spends cleaning, repairing, or restoring the Park Facility to its pre-use condition. The User will be charged \$50.00 per hour for each hour City Parks Department staff spends cleaning, repairing, or restoring the Park Facility to its pre-used condition, with a minimum charge of \$100.00.

Contractor's Application for Payment

Owner: <u>Waterloo Utilities</u>	Owner's Project No.: _____
Engineer: <u>Town & Country Engineering</u>	Engineer's Project No.: <u>WW-62</u>
Contractor: <u>Portzen</u>	Contractor's Project No.: <u>23-04</u>
Project: <u>2023 Water and Wastewater Improvements</u>	
Contract: <u>Wastewater Treatment Facility and Water Booster Station</u>	
Application No.: <u>7</u>	Application Date: <u>11/30/2023</u>
Application Period: From <u>11/1/2023</u> to <u>11/30/2023</u>	

1. Original Contract Price	\$ 22,221,337.75
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 22,221,337.75
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 6,657,578.61
5. Retainage	
a. 5% X \$ 4,897,856.16 Work Completed	\$ 244,892.81
b. 5% X \$ 1,759,722.45 Stored Materials	\$ 87,986.12
c. Total Retainage (Line 5.a + Line 5.b)	\$ 332,878.93
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 6,324,699.68
7. Less previous payments (Line 6 from prior application)	\$ 5,082,488.33
8. Amount due this application	\$ 1,242,211.35
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 15,563,759.14


Contractor's Certification

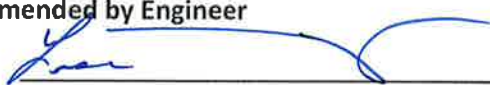
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>Portzen Construction Inc.</u>	
Signature: 	Date: <u>11/28/2023</u>

Recommended by Engineer	Approved by Owner
By: 	By: _____
Title: <u>Staff Engineer II</u>	Title: _____
Date: <u>12/4/23</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Waterloo Utilities					Owner's Project No.:			
Engineer:	Town & Country Engineering					Engineer's Project No.:			
Contractor:	Portzen					Contractor's Project No.:			
Project:	2023 Water and Wastewater Improvements								
Contract:	Wastwater Treatment Facility and Water Booster Station								
Application No.: 7									
Application Period: From 11/01/23 to 11/30/23									
Application Date: 11/30/23									
A	B	C	D	E	F	G	H	I	
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
Original Contract									
1	GENERAL REQUIREMENTS					-		-	
2	Bonds	\$ 111,350.00	111,350.00			111,350.00	100%	-	
3	Mobilization	\$ 180,698.00	98,000.00	5,000.00		103,000.00	57%	77,698.00	
4	Project Management	\$ 466,890.00	167,100.00	30,000.00		197,100.00	42%	269,790.00	
5	Project Management Software	\$ 27,562.00	27,562.00			27,562.00	100%	-	
6	Temporary Construction Fence	\$ 20,000.00	20,000.00			20,000.00	100%	-	
7	Port-a-potty rental	\$ 12,812.00	3,600.00	500.00		4,100.00	32%	8,712.00	
8	Job trailer	\$ 17,325.00	3,400.00	800.00		4,200.00	24%	13,125.00	
9	Trash Disposal	\$ 31,600.00	5,200.00	1,200.00		6,400.00	20%	25,100.00	
10	Safety	\$ 15,750.00	3,600.00	2,500.00		6,100.00	39%	9,650.00	
11	Survey & Staking	\$ 10,500.00	6,500.00			6,500.00	62%	4,000.00	
12	Concrete Testing	\$ 26,250.00	12,600.00	5,500.00		18,100.00	69%	8,150.00	
13	Project Sign	\$ 1,575.00	1,575.00			1,575.00	100%	-	
14	Lodging	\$ 196,350.00	53,600.00	12,500.00		66,100.00	34%	130,250.00	
15	Temp. Utilities	\$ 105,000.00	2,500.00	10,000.00		12,500.00	12%	92,500.00	
16	Cleaning Site and Building	\$ 45,990.00	5,000.00	1,000.00		6,000.00	13%	39,990.00	
17	Equipment Rental	\$ 175,600.00	47,000.00	12,000.00		59,000.00	34%	116,600.00	
18	SITEWORK								
19	Selective Demolition	\$ 241,105.00	12,560.00	16,620.00		29,180.00	12%	211,925.00	
20	Site Demo	\$ 114,251.00	21,366.00	5,000.00		26,366.00	23%	87,885.00	
21	Erosion Control	\$ 5,250.00	3,520.00			3,520.00	67%	1,730.00	
22	Rammed Aggregate Piers	\$ 109,605.00	109,605.00			109,605.00	100%	-	
23	Paving Prep	\$ 182,735.00				-	0%	182,735.00	
24	Asphalt Paving	\$ 171,308.00				-	0%	171,308.00	
25	Concrete Paving	\$ 155,770.00	3,800.00			3,800.00	2%	151,970.00	
26	Site Furnishings	\$ 3,150.00				-	0%	3,150.00	
27	Temp Roads	\$ 7,875.00	7,875.00			7,875.00	100%	-	
28	Rough Grading	\$ 159,886.00	12,400.00	22,000.00		34,400.00	22%	125,486.00	
29	Building Excavation and Backfill	\$ 190,756.00	116,808.00	23,900.00		140,708.00	74%	50,048.00	
30	Sanitary Systems	\$ 1,515,690.00	798,378.88	42,000.00	224,719.00	1,065,097.88	70%	450,592.12	
31	Storm Systems	\$ 121,166.00	19,040.00	25,375.00	6,723.00	51,138.00	42%	70,028.00	
32	Water Systems	\$ 214,044.00	22,550.00		15,782.50	38,332.50	18%	175,711.50	
33	Site Air Piping	\$ 245,980.00		30,102.00	30,595.27	60,697.27	25%	185,282.73	
34	Landscaping WWTF	\$ 46,550.00				-	0%	46,550.00	
35	CONCRETE								
36	Concrete	\$ 938,579.00	559,159.00	172,000.00	18,600.00	749,759.00	80%	188,826.00	
37	Precast Concrete	\$ 41,583.00		20,791.50		20,791.50	50%	20,791.50	
38	MASONRY								
39	Masonry Materials ST 10	\$ 155,608.00	155,608.00			155,608.00	100%	-	
40	Masonry Labor ST10	\$ 301,146.00	275,175.00		1,512.00	276,687.00	92%	24,459.00	
41	Masonry Materials ST 25	\$ 93,952.00			41,080.00	41,080.00	44%	52,872.00	
42	Masonry Labor ST25	\$ 156,675.00				-	0%	156,675.00	
43	Masonry Materials ST 50	\$ 8,515.00				-	0%	8,515.00	
44	Masonry Labor ST50	\$ 19,753.00				-	0%	19,753.00	
45	Masonry Materials ST 55	\$ 44,533.00	33,674.00			33,674.00	76%	10,859.00	
46	Masonry Labor ST55	\$ 75,320.00	31,122.00			31,122.00	41%	44,198.00	
47	METALS								
48	Structural Steel Framing	\$ 24,267.00	20,135.82			20,135.82	83%	4,131.18	
49	Metal Fabrications	\$ 110,144.00	43,008.10	27,984.24		70,992.34	64%	39,151.66	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Waterloo Utilities	Owner's Project No.:	
Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.:		7	Application Period:		From	11/01/23	to	11/30/23	Application Date:		11/30/23
A	B		C	D	E	F	G	H	I		
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)			
			(D + E) From Previous Application (\$)	This Period (\$)							
50	Guard & Hand Rail	\$ 170,313.00	7,425.00	16,799.78		24,224.78	14%	146,088.22			
51	Bar Grating	\$ 384,672.00	8,400.00	25,200.00		33,600.00	9%	351,072.00			
52	Labor to install	\$ 229,145.00				-	0%	229,145.00			
53	Access Hatches	\$ 12,600.00				-	0%	12,600.00			
54	CARPENTRY					-		-			
55	Trusses	\$ 39,108.00	25,200.00	6,900.00		32,100.00	82%	7,008.00			
56	Truss Labor	\$ 22,460.00	14,500.00	3,980.00		18,480.00	82%	3,980.00			
57	Rough Carpentry	\$ 130,546.00	62,000.00	15,000.00		77,000.00	59%	53,546.00			
58	Finish Carentry	\$ 5,386.00				-	0%	5,386.00			
59	THERMAL & MOISTURE					-		-			
60	Dampproofing & Joint Sealants	\$ 78,250.00	24,367.00	22,000.00		46,367.00	59%	31,883.00			
61	Thermal Insulation	\$ 21,854.00	2,016.00			2,016.00	9%	19,838.00			
62	Weather barrier	\$ 5,250.00	1,800.00	1,750.00		3,550.00	68%	1,700.00			
63	ST 10 Roofing Materials	\$ 117,398.00	1,100.00	56,432.00		57,532.00	49%	59,866.00			
64	ST 10 Roofing Labor	\$ 63,361.00	4,095.00	29,045.00		33,140.00	52%	30,221.00			
65	ST 25 Roofing Materials	\$ 23,610.00		20,107.00		20,107.00	85%	3,503.00			
66	ST 25 Roofing Labor	\$ 14,857.00				-	0%	14,857.00			
67	ST 35 Roofing Materials	\$ 7,954.00				-	0%	7,954.00			
68	ST 35 Roofing Labor	\$ 3,512.00				-	0%	3,512.00			
69	ST 50 Roofing Materials	\$ 41,764.00				-	0%	41,764.00			
70	ST 50 Roofing Labor	\$ 17,556.00				-	0%	17,556.00			
71	ST 55 Roofing Materials	\$ 21,510.00		18,296.00		18,296.00	85%	3,214.00			
72	ST 55 Roofing Labor	\$ 12,755.00		3,832.00		3,832.00	30%	8,923.00			
73	DOORS & WINDOWS					-		-			
74	Structure 10 Doors, Frames & Hardware	\$ 46,925.00	12,621.00			12,621.00	27%	34,304.00			
75	Structure 25 Doors, Frames & Hardware	\$ 11,887.00	547.00			547.00	5%	11,340.00			
76	Structure 35 Doors, Frames & Hardware	\$ 9,161.00	260.00			260.00	3%	8,901.00			
77	Structure 50 Doors, Frames & Hardware	\$ 25,080.00	2,455.00			2,455.00	10%	22,625.00			
78	Structure 55 Doors, Frames & Hardware	\$ 5,863.00	629.00			629.00	11%	5,234.00			
79	Labor to install	\$ 35,140.00	4,812.00			4,812.00	14%	30,328.00			
80	Sectional Overhead Doors	\$ 62,450.00				-	0%	62,450.00			
81	Aluminum Windows and Galzing	\$ 21,169.00			8,760.00	8,760.00	41%	12,409.00			
82	Aluminum Access Doors	\$ 14,490.00				-	0%	14,490.00			
83	Attic Access	\$ 5,250.00		1,250.00		1,250.00	24%	4,000.00			
84	FINISHES					-		-			
85	Gyp Wall Board Assemblies	\$ 36,414.00		10,000.00		10,000.00	27%	26,414.00			
86	Acoustical Ceilings	\$ 15,015.00				-	0%	15,015.00			
87	Quarry Tile	\$ 72,420.00				-	0%	72,420.00			
88	Vinyl Wall Base	\$ 693.00				-	0%	693.00			
89	Painting	\$ 469,740.00		12,600.00		12,600.00	3%	457,140.00			
90	SPECIALTIES	\$ 13,681.00		1,240.95	3,582.36	4,823.31	35%	8,857.69			
91	FURNISHINGS					-		-			
92	Plastic Laminate Casework	\$ 5,250.00				-	0%	5,250.00			
93	Labor to install casework	\$ 2,194.00				-	0%	2,194.00			
94	Laboratory Casework	\$ 67,568.00		39,231.00		39,231.00	58%	28,337.00			
95	Labor to install casework	\$ 9,118.00				-	0%	9,118.00			
96	Engineering for Casework	\$ 2,100.00	2,100.00			2,100.00	100%	-			
97	MECHANICAL					-		-			
98	Plumbing& Process Project Management	\$ 126,000.00	21,450.00	4,590.00		26,040.00	21%	99,960.00			
99	STRUCTURE 10:					-		-			

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Waterloo Utilities					Owner's Project No.:		
Engineer:	Town & Country Engineering					Engineer's Project No.:		
Contractor:	Portzen					Contractor's Project No.:		
Project:	2023 Water and Wastewater Improvements					WW-62		
Contract:	Wastwater Treatment Facility and Water Booster Station					23-04		

Application No.:	7		Application Period:	From	11/01/23	to	11/30/23	Application Date:	11/30/23	
A	B		C	D		E	F	G	H	I
Item No.	Description		Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
				(D + E) From Previous Application (\$)	This Period (\$)					
100	Plumbing/Hydraulics Materials and Equipment		\$ 136,500.00	55,350.00		40,000.00	95,350.00	70%	41,150.00	
101	Plumbing/Hydraulics Labor		\$ 262,500.00	76,800.00	47,250.00		124,050.00	47%	138,450.00	
102	Plumbing Insulation Materials		\$ 6,898.00				-	0%	6,898.00	
103	Plumbing Insulation Labor		\$ 5,515.00				-	0%	5,515.00	
104	Excavation		\$ 11,550.00	10,200.00			10,200.00	88%	1,350.00	
105	HVAC Equipment		\$ 312,841.00			179,505.00	179,505.00	57%	133,336.00	
106	HVAC Sheetmetal		\$ 61,950.00	4,200.00			4,200.00	7%	57,750.00	
107	HVAC Vent, Stands		\$ 6,720.00				-	0%	6,720.00	
108	HVAC Misc. Materials		\$ 5,775.00	1,050.00			1,050.00	18%	4,725.00	
109	HVAC Equipment Rental		\$ 9,450.00				-	0%	9,450.00	
110	HVAC Labor		\$ 130,218.00	2,100.00	1,575.00		3,675.00	3%	126,543.00	
111	HVAC Management		\$ 5,250.00	1,575.00			1,575.00	30%	3,675.00	
112	HVAC Test and Balance		\$ 10,080.00				-	0%	10,080.00	
113	HVAC Controls		\$ 168,000.00				-	0%	168,000.00	
114	HVAC Submittals, Pre-Con and Mobilization		\$ 71,720.00	10,500.00			10,500.00	15%	61,220.00	
115	HVAC Insulation Materials		\$ 16,810.00				-	0%	16,810.00	
116	HVAC Insulation Labor		\$ 13,844.00				-	0%	13,844.00	
117	STRUCTURE 20						-		-	
188	Process Materials		\$ 42,000.00			10,000.00	10,000.00	24%	32,000.00	
119	Process Labor		\$ 37,800.00				-	0%	37,800.00	
120	STRUCTURE 25:						-		-	
121	Plumbing/Process Materials		\$ 36,750.00			10,000.00	10,000.00	27%	26,750.00	
122	Plumbing/Process Labor		\$ 49,350.00				-	0%	49,350.00	
123	Plumbing Insulation Material		\$ 3,555.00				-	0%	3,555.00	
124	Plumbing Insulation Labor		\$ 2,703.00				-	0%	2,703.00	
125	HVAC Sheet Metal		\$ 15,750.00				-	0%	15,750.00	
126	HVAC Vent, Stands		\$ 4,200.00				-	0%	4,200.00	
127	HVAC Misc. Materials		\$ 3,150.00				-	0%	3,150.00	
128	HVAC Equipment Rental		\$ 4,200.00				-	0%	4,200.00	
129	HVAC Labor		\$ 36,267.00				-	0%	36,267.00	
130	HVAC Management		\$ 2,625.00				-	0%	2,625.00	
131	HVAC Insulation Materials		\$ 2,241.00				-	0%	2,241.00	
132	HVAC Insulation Labor		\$ 1,839.00				-	0%	1,839.00	
133	STRUCTURE 30						-		-	
134	Process Materials		\$ 89,250.00	32,050.00	23,100.00	11,000.00	66,150.00	74%	23,100.00	
135	Process Labor		\$ 140,700.00	5,000.00	21,000.00		26,000.00	18%	114,700.00	
136	STRUCTURE 35:						-		-	
137	Plumbing/ Process Materials		\$ 5,250.00			1,500.00	1,500.00	29%	3,750.00	
138	Plumbing/Process Labor		\$ 1,050.00				-	0%	1,050.00	
139	HVAC Sheet Metal		\$ 5,250.00				-	0%	5,250.00	
140	HVAC Misc. Materials		\$ 2,100.00				-	0%	2,100.00	
141	HVAC Equipment Rental		\$ 2,100.00				-	0%	2,100.00	
142	HVAC Labor		\$ 25,856.00				-	0%	25,856.00	
143	HVAC Management		\$ 2,625.00	500.00			500.00	19%	2,125.00	
144	HVAC Submittals, Pre-Con and Mobilization		\$ 6,300.00	2,500.00			2,500.00	40%	3,800.00	
145	HVAC Insulation Materials		\$ 1,120.00				-	0%	1,120.00	
146	HVAC Insulation Labor		\$ 975.00				-	0%	975.00	
147	STRUCTURE 40						-		-	
148	Process Materials		\$ 14,700.00			1,000.00	1,000.00	7%	13,700.00	
149	Process Labor		\$ 30,450.00				-	0%	30,450.00	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Waterloo Utilities	Owner's Project No.:	
Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.:	7	Application Period:	From	11/01/23	to	11/30/23	Application Date:	11/30/23
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
150	STRUCTURE 50:							
151	Plumbing/Process Materials	\$ 299,250.00			162,616.90	162,616.90	54%	136,633.10
152	Plumbing/Process Labor	\$ 893,231.00				-	0%	893,231.00
153	Plumbing Insulation Material	\$ 2,440.00				-	0%	2,440.00
154	Plumbing Insulation Labor	\$ 1,730.00				-	0%	1,730.00
155	HVAC Sheet Metal	\$ 9,450.00				-	0%	9,450.00
156	HVAC Misc. Materials	\$ 9,923.00				-	0%	9,923.00
157	HVAC Equipment Rental	\$ 3,150.00				-	0%	3,150.00
158	HVAC Labor	\$ 64,776.00				-	0%	64,776.00
159	HVAC Management	\$ 2,625.00				-	0%	2,625.00
160	HVAC Submittals, Pre-Con and Mobilization	\$ 12,600.00	1,500.00			1,500.00	12%	11,100.00
161	HVAC Insulation Materials	\$ 1,120.00				-	0%	1,120.00
162	HVAC Insulation Labor	\$ 975.00				-	0%	975.00
163	STRUCTURE 55							
164	Plumbing/Process Materials	\$ 168,000.00	99,100.00		37,000.00	136,100.00	81%	31,900.00
165	Plumbing/Process Labor	\$ 115,500.00	65,000.00			65,000.00	56%	50,500.00
166	Plumbing Insulation Materials	\$ 1,837.00				-	0%	1,837.00
167	Plumbing Insulation Labor	\$ 1,405.00				-	0%	1,405.00
168	HVAC Sheet Metal	\$ 12,600.00				-	0%	12,600.00
169	HVAC Vent, Stands	\$ 6,300.00				-	0%	6,300.00
170	HVAC Misc. Materials	\$ 2,362.00				-	0%	2,362.00
171	HVAC Equipment Rental	\$ 2,100.00				-	0%	2,100.00
172	HVAC Labor	\$ 25,331.00				-	0%	25,331.00
173	HVAC Management	\$ 2,625.00				-	0%	2,625.00
174	HVAC Submittals, Pre-Con and Mobilization	\$ 15,750.00	1,500.00			1,500.00	10%	14,250.00
175	HVAC Insulation Materials	\$ 1,120.00				-	0%	1,120.00
176	HVAC Insulation Labor	\$ 975.00				-	0%	975.00
177	STRUCTURE 60							
178	Process Materials	\$ 55,650.00			8,000.00	8,000.00	14%	47,650.00
179	Process Labor	\$ 44,100.00				-	0%	44,100.00
180	STRUCTURE 70							
181	Process Materials	\$ 44,100.00			5,000.00	5,000.00	11%	39,100.00
182	Process Labor	\$ 162,750.00				-	0%	162,750.00
183	STRUCTURE 75							
184	Plumbing/Process Materials	\$ 31,415.00			4,000.00	4,000.00	13%	27,415.00
185	Plumbing/Process Labor	\$ 68,250.00				-	0%	68,250.00
186	Indian Hills Booster Station							
187	Process Materials	\$ 1,260.00				-	0%	1,260.00
188	Process Labor	\$ 1,260.00				-	0%	1,260.00
189	ELECTRICAL							
190	Mobilization	\$ 138,776.00	104,082.10			104,082.10	75%	34,693.90
191	Supervision	\$ 140,127.00	15,413.97			15,413.97	11%	124,713.03
192	Start-up & Commissioning	\$ 15,785.00				-	0%	15,785.00
193	Closeout Documents	\$ 12,050.00				-	0%	12,050.00
194	Demobilization	\$ 8,914.00				-	0%	8,914.00
195	General & Site							
196	Temp Electric	\$ 34,643.00	34,643.00			34,643.00	100%	-
197	Electrical Labor	\$ 90,573.00	905.73			905.73	1%	89,667.27
198	Electrical Material	\$ 227,857.00	18,228.59			18,228.59	8%	209,628.41
199	Electrical Lighting and Labor	\$ 9,548.00				-	0%	9,548.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Waterloo Utilities	Owner's Project No.:	
Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.: 7		Application Period: From 11/01/23 to 11/30/23		Application Date: 11/30/23				
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
200	Generator Install	\$ 19,960.00				-	0%	19,960.00
201	Demo	\$ 17,690.00				-	0%	17,690.00
202	Electrical Excavation & ductbank	\$ 95,592.00				-	0%	95,592.00
203	STR 10					-		-
204	Temp Electric	\$ 17,326.00	1,732.10			1,732.10	10%	15,593.90
205	Electrical Raceway Material	\$ 107,165.00	23,576.00			23,576.00	22%	83,589.00
206	Electrical Raceway Labor	\$ 104,843.00	20,965.00			20,965.00	20%	83,878.00
207	Electrical Wire Material	\$ 18,490.00				-	0%	18,490.00
208	Electrical Wire Labor	\$ 25,925.00				-	0%	25,925.00
209	Electrical Labor - MCC, Gear & Equipment	\$ 9,806.00				-	0%	9,806.00
210	Electrical Lighting and Labor	\$ 62,270.00	3,113.00			3,113.00	5%	59,157.00
211	STR 20					-		-
212	Electrical Material	\$ 6,190.00	310.00			310.00	5%	5,880.00
213	Electrical Labor	\$ 6,160.00				-	0%	6,160.00
214	STR 25					-		-
215	Electrical Material	\$ 56,170.00	8,436.00			8,436.00	15%	47,734.00
216	Electrical Labor	\$ 56,725.00				-	0%	56,725.00
217	Electrical Lighting and Labor	\$ 24,694.00				-	0%	24,694.00
218	STR 30					-		-
219	Electrical Material	\$ 40,647.00	4,064.00			4,064.00	10%	36,583.00
220	Electrical Labor	\$ 41,110.00	801.00			801.00	2%	40,309.00
221	STR 35					-		-
222	Electrical Material	\$ 14,827.00				-	0%	14,827.00
223	Electrical Labor	\$ 23,100.00				-	0%	23,100.00
224	Electrical Lighting and Labor	\$ 9,190.00				-	0%	9,190.00
225	STR 40					-		-
226	Electrical Material	\$ 16,622.00				-	0%	16,622.00
227	Electrical Labor	\$ 14,581.00				-	0%	14,581.00
228	Electrical Lighting and Labor	\$ 12,091.00				-	0%	12,091.00
229	STR 50					-		-
230	Electrical Material	\$ 133,977.00				-	0%	133,977.00
231	Electrical Labor	\$ 112,934.00				-	0%	112,934.00
232	Electrical Lighting and Labor	\$ 52,589.00				-	0%	52,589.00
233	Electrical Labor - MCC, Gear & Equipment	\$ 13,705.00				-	0%	13,705.00
234	STR 55					-		-
235	Electrical Material	\$ 37,762.00	12,200.00			12,200.00	32%	25,562.00
236	Electrical Labor	\$ 53,015.00	15,725.00			15,725.00	30%	37,290.00
237	Electrical Lighting and Labor	\$ 8,388.00				-	0%	8,388.00
238	STR 60					-		-
239	Electrical Material	\$ 7,497.00				-	0%	7,497.00
240	Electrical Labor	\$ 12,235.00				-	0%	12,235.00
241	Electrical Lighting and Labor	\$ 2,910.00				-	0%	2,910.00
242	STR 70					-		-
243	Electrical Material	\$ 27,350.00				-	0%	27,350.00
244	Electrical Labor	\$ 19,915.00				-	0%	19,915.00
245	Electrical Lighting and Labor	\$ 30,410.00				-	0%	30,410.00
246	STR 75					-		-
247	Electrical Material	\$ 6,165.00				-	0%	6,165.00
248	Electrical Labor	\$ 5,893.00				-	0%	5,893.00
249	Electrical Lighting and Labor	\$ 6,666.00				-	0%	6,666.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Waterloo Utilities	Owner's Project No.:	
Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.:	7	Application Period:	From	11/01/23	to	11/30/23	Application Date:	11/30/23
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
250	PROCESS INTERCONNECTIONS					-		-
251	Installation of Stop Plates and Logs	\$ 3,717.00				-	0%	3,717.00
252	Installation of Slide and Weir Gates	\$ 38,241.00		2,800.00		2,800.00	7%	35,441.00
253	Prefabricated Flumes	\$ 3,087.00				-	0%	3,087.00
254	Installation of Flumes	\$ 2,955.00				-	0%	2,955.00
255	MATERIAL PROCESSING AND HANDLING EQUIPMENT					-		-
256	Cranes and Hoist	\$ 73,952.00				-	0%	73,952.00
257	Labor to install Cranes and Hoist	\$ 19,948.00				-	0%	19,948.00
258	PROCESS GAS & LIQUID HANDLING, PURIFICATION & STORAGE EQUIPMENT					-		-
259	Air Sparging Blowers	\$ 30,000.00				-	0%	30,000.00
260	Labor to install Air Sparging Blowers	\$ 3,192.00				-	0%	3,192.00
261	Labor to install High Speed Blowers	\$ 9,975.00				-	0%	9,975.00
262	Labor to install Rotary Lobe Blowers	\$ 9,975.00				-	0%	9,975.00
263	Aluminum Domes	\$ 456,750.00	87,000.00	57,490.00		144,490.00	32%	312,260.00
264	Labor for Aluminum Domes	\$ 204,750.00				-	0%	204,750.00
265	Electrical Motors Install	\$ 3,990.00				-	0%	3,990.00
266	WATER & WASTEWATER EQUIPMENT					-		-
267	Installation of step Screen and Washer	\$ 4,788.00				-	0%	4,788.00
268	Installation of Vortex Grit Chamber	\$ 6,384.00				-	0%	6,384.00
269	Installation of Grit Separator Classifier	\$ 6,384.00				-	0%	6,384.00
270	Installation of Mixers	\$ 11,172.00				-	0%	11,172.00
271	Density Current Baffles	\$ 61,950.00	37,070.00	24,880.00		61,950.00	100%	-
272	Labor to install	\$ 15,960.00		15,960.00		15,960.00	100%	-
273	Labor to install TERTIARY DISC FILTERS	\$ 12,768.00				-	0%	12,768.00
274	Labor to install UV System	\$ 6,384.00				-	0%	6,384.00
275	Labor to install Samplers	\$ 798.00				-	0%	798.00
276	Budget Allowances					-		-
277	Soils Testing Services	\$ 20,000.00	772.90			772.90	4%	19,227.10
278	Electrical Service	\$ 75,000.00				-	0%	75,000.00
279	Natural Gas Service	\$ 20,000.00				-	0%	20,000.00
280	Internet Service	\$ 5,000.00				-	0%	5,000.00
281	SCADA Computers	\$ 40,000.00				-	0%	40,000.00
282	Office Furniture	\$ 20,000.00				-	0%	20,000.00
283	Lab Equipment	\$ 30,000.00				-	0%	30,000.00
284	Shop Tools and Storage	\$ 30,000.00				-	0%	30,000.00
285	Truck Lift	\$ 15,000.00				-	0%	15,000.00
286	Skid Steer	\$ 80,000.00	37,500.00			37,500.00	47%	42,500.00
287	Algae Cloth	\$ 5,000.00				-	0%	5,000.00
288	Landscaping	\$ 20,000.00				-	0%	20,000.00
289	Plaque	\$ 5,000.00				-	0%	5,000.00
290	Blower Temporary Air	\$ 75,000.00				-	0%	75,000.00
291	Pre-negotiated Items					-		-
292	Diesel Engine Driven Generator/ Transfer Switch	\$ 298,618.00			34,871.42	34,871.42	12%	263,746.58
293	Process Integration & Control	\$ 1,371,706.00				-	0%	1,371,706.00
294	Process Valves	\$ 368,967.00		107,665.00	122,530.00	230,195.00	62%	138,772.00
295	Stop Plates & Logs / Slide & Weir Gates	\$ 349,387.00			143,488.00	143,488.00	41%	205,899.00
296	High Speed Blowers & Rotary Lobe Blowers	\$ 299,746.88				-	0%	299,746.88
297	Dry Pit Pumps	\$ 66,040.00			59,436.00	59,436.00	90%	6,604.00
298	Torque Flow Grit Pumps	\$ 26,285.00				-	0%	26,285.00
299	Submersible Waste Water Pumps	\$ 210,704.00			189,634.00	189,634.00	90%	21,070.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Waterloo Utilities		Owner's Project No.:						
Engineer: Town & Country Engineering		Engineer's Project No.:		WW-62				
Contractor: Portzen		Contractor's Project No.:		23-04				
Project: 2023 Water and Wastewater Improvements								
Contract: Wastewater Treatment Facility and Water Booster Station								
Application No.: 7		Application Period: From 11/01/23 to 11/30/23		Application Date: 11/30/23				
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
300	Step Screen with Washer Compact	\$ 128,593.49				-	0%	128,593.49
301	Mechanical Vortex Grit Chamber	\$ 72,750.00				-	0%	72,750.00
302	Grit Separator Classifier	\$ 68,860.00				-	0%	68,860.00
303	Submersible Mixers	\$ 80,885.00			72,797.00	72,797.00	90%	8,088.00
304	Flexible Membrane Disc Diffuses	\$ 151,200.00			136,080.00	136,080.00	90%	15,120.00
305	Tertiary Filters	\$ 654,186.38				-	0%	654,186.38
306	Open Channel UV Treatment	\$ 169,720.00			152,748.00	152,748.00	90%	16,972.00
307	Waste Water Samplers	\$ 16,293.00				-	0%	16,293.00
308	STR 75 Prenegotiated Items					-		-
309	Process Integration & Control	\$ 44,606.00				-	0%	44,606.00
310	Process Valves	\$ 4,742.00				-	0%	4,742.00
311	Submersible Waste Water Pumps	\$ 17,680.00			15,912.00	15,912.00	90%	1,768.00
312	Coarse Bubble Diffusers	\$ 12,500.00			11,250.00	11,250.00	90%	1,250.00
313	Booster Station					-		-
314	General Requirements	\$ 4,260.00				-	0%	4,260.00
315	Selective Demolition	\$ 30,610.00				-	0%	30,610.00
316	Sitework	\$ 25,000.00				-	0%	25,000.00
317	Asphalt Pavement	\$ 5,250.00				-	0%	5,250.00
318	Seeding	\$ 2,835.00				-	0%	2,835.00
319	Concrete	\$ 4,000.00				-	0%	4,000.00
320	Masonry	\$ 3,180.00				-	0%	3,180.00
321	Metal Fabrications	\$ 5,350.00				-	0%	5,350.00
322	Doors and Hardware	\$ 17,700.00	1,127.00			1,127.00	6%	16,573.00
323	Painting	\$ 12,350.00				-	0%	12,350.00
324	Process Materials	\$ 198,450.00			93,443.91	93,443.91	47%	105,006.09
325	Process Labor	\$ 120,750.00				-	0%	120,750.00
326	HVAC Equipment	\$ 19,591.00				-	0%	19,591.00
327	HVAC Misc. Materials	\$ 2,940.00				-	0%	2,940.00
328	HVAC Labor	\$ 18,637.00				-	0%	18,637.00
329	HVAC Management	\$ 1,050.00				-	0%	1,050.00
330	HVAC Submittals, Pre-Con and Mobilization	\$ 1,102.00	1,000.00			1,000.00	91%	102.00
331	Electrical Material	\$ 64,303.00				-	0%	64,303.00
332	Electrical Labor	\$ 44,340.00				-	0%	44,340.00
333	Electrical Lighting and Labor	\$ 12,132.00				-	0%	12,132.00
334	Electrical Labor - MCC, Gear & Equipment	\$ 31,615.00				-	0%	31,615.00
335	Horizontal Split Case Centrifugal Pump	\$ 89,425.00			74,596.50	74,596.50	83%	14,828.50
336	Booster Station Pre-negotiated Items					-		-
337	Diesel Engine Drive Generator	\$ 68,019.00				-	0%	68,019.00
338	Instrumentation and Control	\$ 146,342.00				-	0%	146,342.00
339	Process Valves	\$ 28,765.00				-	0%	28,765.00
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Original Contract Totals		\$ 22,062,937.75	\$ 3,806,733.19	\$ 1,056,746.47	\$ 1,759,722.45	\$ 6,623,202.11	30%	\$ 14,579,924.64

Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	WW-62
Contractor's Project No.:	23-04

	Original Contract and Change Orders							
	Project Totals	\$ 22,062,937.75	\$ 3,806,733.19	\$ 1,056,746.47	\$ 1,759,722.45	\$ 6,623,202.11	30%	\$ 14,579,924.64

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: Waterloo Utilities
 Engineer: Town & Country Engineering
 Contractor: Portzen
 Project: 2023 Water and Wastewater Improvements
 Contract: Wastewater Treatment Facility and Water Booster Station

Owner's Project No.:
 Engineer's Project No.: WW-62
 Contractor's Project No.: 23-04

Application No.: 7		Application Period: From 11/01/23 to 11/30/23		Application Date: 11/30/23							
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
B-1	Excavation	1,000.00	CY	20.00	20,000.00	468.00	9,360.00		9,360.00	47%	10,640.00
B-2	Structural Fill	1,000.00	CY	58.00	58,000.00	403.00	23,374.00		23,374.00	40%	34,626.00
B-3	Breaker Run	300.00	CY	58.00	17,400.00		-		-	0%	17,400.00
B-4	Fencing	50.00	LF	60.00	3,000.00		-		-	0%	3,000.00
B-5	Reinforced Concrete	100.00	CY	450.00	45,000.00		-		-	0%	45,000.00
B-6	Asphalt	300.00	SY	30.00	9,000.00		-		-	0%	9,000.00
B-7	Pipe Bollards	5.00	EA	750.00	3,750.00		-		-	0%	3,750.00
B-8	Geotextile Fabric	250.00	SY	5.00	1,250.00	328.50	1,642.50		1,642.50	131%	(392.50)
B-9	Silt Fencing	250.00	LF	4.00	1,000.00		-		-	0%	1,000.00
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	Waterloo Utilities	Owner's Project No.:	
Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.: 7 Application Period: From 11/01/23 to 11/30/23 Application Date: 11/30/23

A	B		C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Change Orders												
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Contractor's Application for Payment

Stored Materials

City of Waterloo Project Tracking - Budget & Funding Allocations

A. Municipality City of Waterloo	B. Project Number WW-47/49/55/56/62/65	C. Date 12/1/2023	D. Type of Request (Partial or Final) Partial	E. Request Number 9	
Budget Allocations	Budget Amount	Amount Previously Requested	This Claim	Claimed to Date	Percent of Budget
E1 Land & Rights	\$60,000.00	\$45,680.93	\$0.00	\$45,680.93	76.1%
E2 Legal Services	\$10,000.00	\$0.00	\$0.00	\$0.00	0.0%
E3 Engineering - Design	\$1,060,100.00	\$1,055,342.57	\$0.00	\$1,055,342.57	99.6%
E4 Engineering - Construction Admin	\$897,000.00	\$246,750.00	\$20,750.00	\$267,500.00	29.8%
E5 Engineering - Inspections	\$570,800.00	\$152,000.99	\$20,315.00	\$172,315.99	30.2%
E6 Engineering - Additional Services	\$25,000.00	\$12,269.26	\$0.00	\$12,269.26	49.1%
E7 Development	\$16,307,800.00	\$5,082,488.33	\$1,242,211.35	\$6,324,699.68	38.8%
E8 Bond Counsel	\$25,000.00	\$17,000.00	\$0.00	\$17,000.00	68.0%
E9 Interim Financing Interest	\$500,000.00	\$122,621.66	\$134,326.14	\$256,947.80	51.4%
E10 Other - Administrative/RD Coordination	\$27,500.00	\$9,832.77	\$0.00	\$9,832.77	35.8%
E11 Contingency	\$1,630,800.00	\$9,837.00	\$0.00	\$9,837.00	0.6%
Total Costs	\$21,114,000.00	\$6,753,823.51	\$1,417,602.49	\$8,171,426.00	38.7%
Funding Sources					
1. City Contribution Amount	\$0.00	\$0.00	\$0.00	\$0.00	
2. USDA Loan Amount	\$17,114,000.00	\$6,703,823.51	\$1,417,602.49	\$8,121,426.00	47.5%
3. USDA Grant Amount	\$4,000,000.00	\$0.00	\$0.00	\$0.00	0.0%
4. Supplemental Funding	\$6,549,742.00	\$50,000.00	\$0.00	\$50,000.00	0.8%
Total Funding	\$27,663,742.00	\$6,703,823.51	\$1,417,602.49	\$8,121,426.00	29.4%



Engineer

12/4/2023

Date

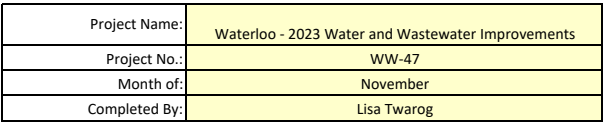
Rural Development

Date

Owner

Date

Notes:



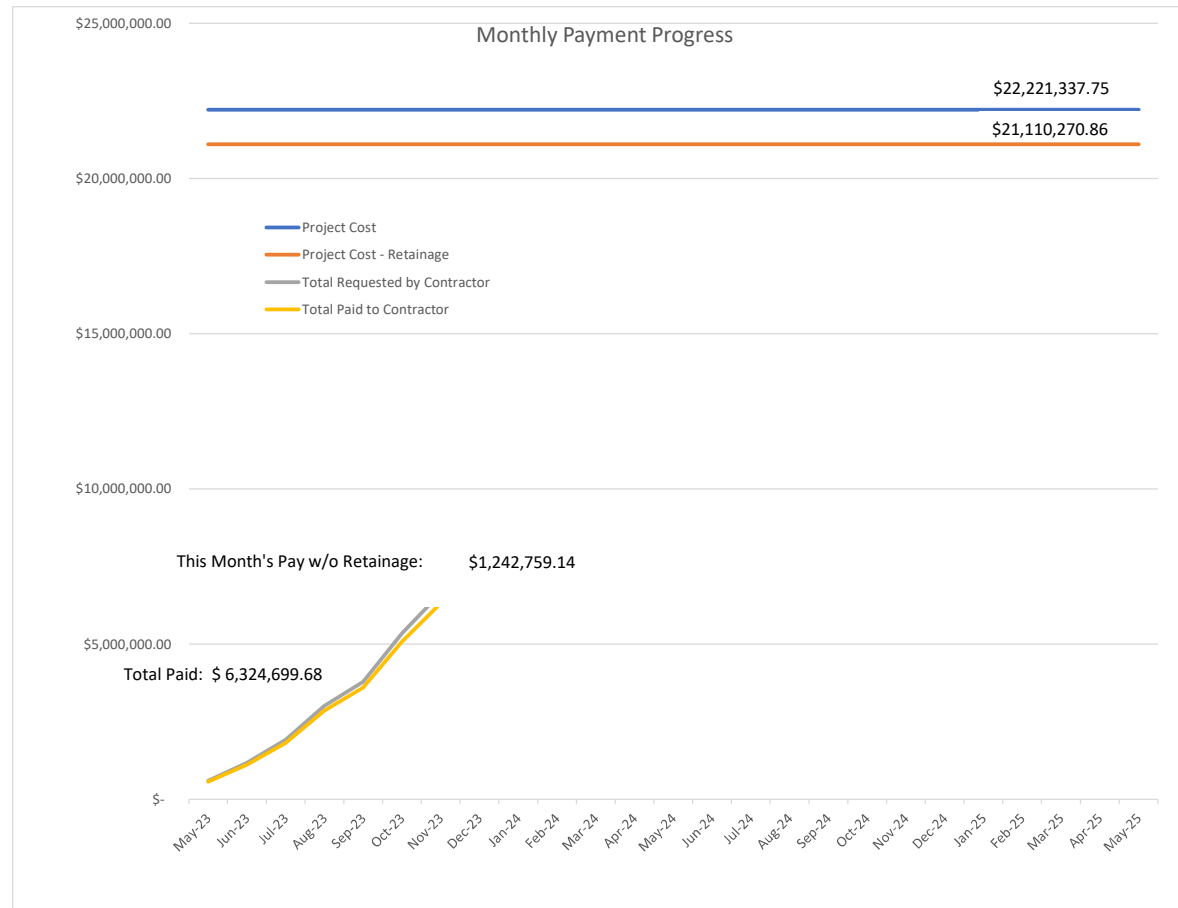
General Construction Activities by Structure			
Structure	Activity		
05 - Site	- Retaining wall complete at north end of site		
05			
Vac Dump	- Complete.		
10	- Masonry complete, roofing complete, ceiling dry-walled, window installation begun in lab & office areas, overhead door installation begun		
20			
25	- Continued foundation work, backfilling		
30	Installed sloping grout in north channel, connected both clarifiers to new splitter box, removed old gates and replaced with new		
35	no work		
40	no work		
45	no work		
50	no work		
55	- Masonry complete, perimeter soffit and fascia installed, RAS/WAS lines being installed		
60	no work		
65	no work		
70	no work		
75	no work		
85	no work		
Booster Station			
Contractors/Firms On-Site		This Month's Work Change Directives	
Portzen (General Contractor)		N/A	
Ram (Roofing)			
Pieper (Electric)			
Preferred Glass			
		Total:	\$ -
RFI's/Clarifications/Issues			
Significant Meetings			
Date	Topic	Participants	Action Items
11/29/2023	Monthly Construction Meeting	Town & Country, Waterloo Utilities, Portzen, Pieper	

Anticipated Work Next Month	
Structure	Activity
Site	
Vac Dump	- Complete.
10	- finish insulation
20	
25	- Continue wall framing, rebar installation, and concrete placement for foundation
30	- Selector basin wall polyurethane injection
35	
40	
45	
50	
55	- Continue installing pipes, valves, and fittings in pump galleria; wash masonry, seal control joints, install glass block windows, finish insulation
60	
65	
70	
75	
85	



Project Name: Waterloo - 2023 Water and Wastewater Improvements
Project No.: WW-47
Month of: November
Completed By: Lisa Twarog

Monthly Payment Progress



Monthly Progress Pictures



Str. 25 Foundation Progress



Str. 55 Masonry



Str. 55 RAS/WAS Piping



Site Progress

Waterloo City Council - Annual Calendar Announcements & Recognition

Meeting nights: 1st & 3rd Thursdays at 7:00 pm

JANUARY
FEBRUARY - Audit Prep
MARCH - Waterloo incorporated March 19, 1859 (Village status)
APRIL - Anniversary April 11, 1962 (City status) - National Library Week (generally 2 nd full week in April) 1 st mtg - National Linework Day 18 th 1 st mtg - Annual Organizational Mtg & Appointments - 2nd mtg after regular election - Audit Presentation 2 nd mtg - National Parks Week (3 rd Saturday start) 2 nd mtg
MAY - National Firefighters Day (always May 4 th) 1 st mtg - National Police Week (w/o May 15 th) 1 st mtg - National EMS Week (3 rd full week of May Sat-Sun) 2 nd mtg - National Public Works Day (3 rd full week of May) 2 nd mtg
JUNE
JULY - Budget Kick off
AUGUST
SEPTEMBER - Annual Wheel Tax Ordinance – 1 st mtg
OCTOBER - National Government Week (2 nd week)
NOVEMBER - Budget public hearing and consideration of a Finance, Insurance & Personnel Committee budget recommendation
DECEMBER

ONLINE LINKS

- [Municipal Code Chapter 30 -- CITY COUNCIL](#)
- [2021-2026 Comprehensive Plan Update](#)