

Ambulance Call Taking Agreement

Livingston County 911 Central Dispatch Authority ("LCCD"), an independent municipal authority having a place of business at 300 S. Highland Way, Howell, Michigan, 48843 and Rockford Ambulance, Inc. ("Rockford Ambulance") a Michigan non-profit corporation located at 8450 Shaner Avenue, NE, Rockford, Michigan, enter into this call taking agreement on this day of _____, 2021.

1. Provision of Call Taking Services:

LCCD shall provide ambulance call-taking services with the terms and conditions of this Agreement. LCCD shall recruit, hire, train, and employ the number of employees necessary to provide on a 7 day per week 12-hour (6 pm to 6 am) call-taking services for non-emergency and emergency 911 calls made to Rockford Ambulance. LCCD will assign staff to be responsible for the administration of the call-taking program, including administering the computer aided dispatch functions, Emergency Medical Dispatch (EMD) and operating a quality assurance program.

LCCD will begin these call-taking tasks no later than the effective date of the contract, which will be the start of the first service year of the agreement. Pursuant to paragraph 2 below, LCCD will provide ambulance call taking services for five (5) service years.

2. Reimbursement for Ambulance Call Taking Services:

Rockford Ambulance shall provide \$20,000.00 paid in full on or before the first day of service for that year. For the duration of the contract, each year thereafter there will be an increase of 3% from previous year to be paid in full on or before the first date of service for that year.

3. Equipment:

Rockford Ambulance will be responsible for the cost of the equipment necessary to transfer incoming calls to the LCCD.

4. Insurance and Indemnification:

- (i) Rockford Ambulance shall carry comprehensive general liability insurance and ambulance professional liability insurance on an occurrence basis which shall insure Rockford Ambulance and LCCD as insured parties, such insurance at all times be in the amount of not less than Two Million Dollars (\$2,000,000) for bodily injury per occurrence, and Two Million Dollars (\$2,000,000) for property damage per occurrence.

- (ii) Rockford Ambulance agrees to indemnify, defend, and hold harmless LCCD from any and all liability arising out of Rockford Ambulance's performance of services during the term of this Agreement, including any liability resulting from negligent, grossly negligent, intentional, or reckless acts of Rockford Ambulance or the acts of Rockford Ambulance's employees or agents.
- (iii) Rockford Ambulance shall provide to LCCD, upon written request, documentation evidencing the existence of the insurance coverage required by this section

5. Early Termination of the Agreement:

Notwithstanding any provision in this agreement to the contrary, the parties hereto agree that this agreement shall no longer be binding on them in the event of any of the following occurs:

- (i) Rockford Ambulance is unable to lawfully provide emergency medical services as defined in Section 2094 of Act 368.
- (ii) Rockford Ambulance fails to satisfactorily abide by the terms and conditions of this Agreement as solely determined by LCCD and LCCD notifies Rockford Ambulance by 60 days written notice to Rockford Ambulance of the termination of this Agreement at the end of such 60-day period; or
- (iii) Either party breaches a term or condition of this Agreement and the non-breaching party provides 60 days written notice of the termination of this Agreement at the end of such 60-day period.

6. Attempted Resolution:

In the event the LCCD communicates its intent to terminate this Agreement pursuant to Section 5 (ii) above or either party communicates its intent terminate this Agreement pursuant to 5 (iii) above, or on written request of either party, the parties agree that they shall make a good faith effort to resolve such differences or issues as exist by meeting a mutually convenient time and place within 20 days following the receipt of such written notification. The parties may be represented at such meeting by their principals, officers, attorneys, as each party, in its sole discretion, deems appropriate.

7. Notice of Provisions

All notices permitted or required hereunder shall be in writing and sent either by mail or personal delivery. If by mail, notice shall be deposited in the United States mail, postage paid, registered or certified mail, return receipt requested and addressed to the party to

whom notice is directed. Notice shall be deemed effective on a date postmarked, or if by mail, or on the date of delivery, if personally delivered. Notice shall be sent to the addressed listed above.

8. Severability

The invalidity of unenforceability of any provision of this Agreement shall not affect the enforceability or validity of remaining provisions and this Agreement shall be construed in all respects as if any invalid or n provision were omitted.

9. Waiver

No term, condition, covenant or provision contained in this Agreement may be waived except in writing signed by the waiving party. No oral statements, course of conduct or course of dealing shall be deemed a waiver. No waiver by any party hereto of any other violation or breach of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach , or as a continuing waiver of violation or breach.

10. Applicable law, Jurisdiction, and Venue

This Agreement shall be interpreted, construed, and governed according to the laws of the State of Michigan. The parties consent to the exercise general personal jurisdiction over it by the appropriate Court in the State of Michigan. Any action on a controversy that arises under or in association with this Agreement shall be brought in the Kent County Circuit Court, State of Michigan, which both parties agree is a reasonably convenient place for trial of the action.

11. Binding Effects

This Agreement shall be binding upon and insure to the benefit of the parties hereto, as well as their respective successors and assigns.

12. Merger and Modification

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and any prior discussions, negotiations and agreements between the parties are merged herein. No amendment or modification of this Agreement shall be enforceable except if in writing and signed by the party against whom enforcement is sought.

13. No Partnership.

This Agreement does not create a partnership relationship. Neither party may enter into a contract on behalf of the other party.

14. Governmental Immunity.

LCCD does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

15. Miscellaneous.

a. Force Majeure: Either party shall be excused from performance under this Agreement for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such nonperformance shall not constitute grounds for default.

b. Titles and Headings: Titles and headings to articles, sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.

c. Assignment and Delegation: Neither party may assign or subcontract any rights or obligations under this Agreement without both parties' prior written approval.

d. No Third-Party Benefit: The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

Parties' signatures on next page.

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

LIVINGSTON COUNTY 911 CENTRAL DISPATCH

By: _____

ROCKFORD AMBULANCE, INC.

By: _____