

**AMBULANCE SERVICE AGREEMENT
BETWEEN
THE CITY OF PONTIAC
AND
STAR EMS**

THIS AGREEMENT made this 28th day of December, 2011 between the City of Pontiac, a Michigan Municipal Corporation, with principle offices at 47450 Woodward Avenue, Pontiac, Michigan, hereinafter referred to as City, and Miles, Grubb and Associates, LLC (d.b.a. Star EMS) a Limited Liability Company with offices at 63 Oakland Avenue, Pontiac, Michigan, hereinafter referred to as Star EMS.

Star EMS agrees and promises to make response and to arrive at the scene within the response time guide lines of the Oakland County Medical Control Authority with a contracted ambulance after receipt of notice from the Public Service Answering Point (PSAP) designated by the City, to any medical emergency or accident within the City seven (7) days a week, twenty-four (24) hours per day. Response time exceptions shall be granted in weather conditions which prevent such vehicles from arriving at the scene, when such vehicles are involved in an accident, or when vehicle(s) are on a bonafide City transportation request.

FURTHER COVENANTS of this Agreement are as follows:

1. Ambulance and all emergency vehicles owned and/or in use shall meet and be equipped to meet all Federal, State, and County licensing requirements.
2. Each ambulance used in the performance of this contract shall be in excellent condition in cab and chassis and be of model and make to insure safe and comfortable transportation of the patient(s) and be air conditioned in the patient's compartment.
3. The contracted ambulances shall be subject to periodic inspection by City to insure that this Agreement's requirements are maintained. Frequency and location of inspection shall be set by City.
4. Each contracted ambulance shall be staffed by a minimum of two (2) licensed personnel who meet the Michigan Department of Community Health licensure requirements as mandated by the Oakland County Medical Control Authority to the level of licensure for the vehicle as designated by the Michigan Department of Community Health. Technicians shall be required to maintain all licensing qualifications as required currently and as may be required in the future, while this contract is in effect.
5. Star EMS agrees to assign management personnel to participate in meetings with members of the City or their designee to assess and monitor contract performance.

6. Star EMS agrees to provide a quality assurance program to assess the quality of treatment of all BLS and ALS personnel. Star EMS shall, upon request, submit a report to the City indicating the following information for a designated period of time activity:
 - a. Number of responses by priority
 - b. Dispatch/arrival times
 - c. Actual response times
 - d. Summary of incident by response times
7. Star EMS agrees that all BLS and ALS ambulance personnel assigned to Pontiac shall be trained to the HazMat First Responder Awareness level as designated by the Michigan Firefighters Council. The City may assist Star EMS in providing qualified instructors to conduct training at a mutually agreed time and location. Star EMS shall submit, upon request, documentation of all personnel completing training assigned to work under this agreement.
8. Star EMS agrees to provide Incident Command training on an annual basis for BLS and ALS ambulance personnel operating within Pontiac. The City may provide qualified personnel to instruct ambulance personnel on its role and responsibilities within the framework of The Incident Command System. All such training shall be scheduled at locations and times mutually agreeable to both parties. Star EMS will submit, upon request of The City a list of all personnel completing such training.
9. Star EMS agrees to maintain the ability to recall it's off duty EMS personnel in the event of a major emergency. The recall system will be activated when the Senior Incident Command Officer of the Fire Department and the senior on duty Star EMS management personnel have declared a major emergency and additional staff is deemed necessary.
10. City further requires that Technicians meet the following qualifications:
 - a. Be free from any addictions to the use of liquors and any use of non- prescription narcotics and be morally fit for the position.
 - b. Able to spell, read, and write the English language;
 - c. Be of sound physique, possessing eyesight corrected to at least 20/40 in the worse eye, and free of physical defects of diseases which might impair the ability to drive or attend an ambulance; and
 - d. Drivers or Technicians must hold currently valid chauffeur's or operator's license from the State of Michigan and be certified in defensive driver's training.

11. Star EMS agrees for the performance of its duties and obligations under this contract that:
 - a. There shall be at all times in force and effect insurance coverage, issued by an insurance company licensed in the State of Michigan, for each contracted ambulance owned or operated within the City, and all activities performed by Star EMS pursuant to this Agreement, providing
 - I. Workers' Compensation Insurance as required by state statute and employer's liability with minimum limits of \$100,000.00.
 - II. \$5,000,000.00 minimum limit motor vehicle liability for any injury to/or death of individual in occurrences resulting from any cause for which Star EMS would be liable on account of liability imposed on it hereunder by law, regardless of whether the ambulance was being driven by the owner or his agent, and \$100,000.00 against damage to the property of another, including personal property, under like circumstances;
 - III. \$5,000,000.00 combined single limit for bodily injury and property damage covering comprehensive general liability performing pursuant to this Agreement, personal injury hazards and contractual liability insurance covering the hold harmless provisions contained in this Agreement;
 - IV. Commercial General Liability insurance, Motor Vehicle Liability insurance, and Ambulance Professional Malpractice Liability insurance, and shall include the City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof as an Additional Insured on such policy.
 - V. All such insurance shall be issued by insurance companies licensed and authorized to do business in the State of Michigan and shall be certified by certificates of insurance filed with the City prior to commencement of work under this Agreement. Such certificates shall contain a clause whereby the City is notified in writing sixty (60) days in advance of any material change of cancellation in the insurance so certified, and indicate that the City and its employees, officers, and agents have been added as an Additional Insured as required by item four (4) above; and
 - VI. All such insurance shall be so-called "occurrence" and not "claims made" insurance.
 - b. The limits of insurance so certified may be afforded through the use of excess policies including so-called umbrella policies, but this should be clearly indicated in the certificates;
 - c. The insurance policies shall be available for review by the City or its authorized representative(s). Renewal certificates shall be received prior to the expiration date of certified insurance coverage.

- d. Workers' Compensation insurance, Commercial General Liability insurance, Motor Vehicle Liability insurance, and Ambulance Professional Malpractice Liability insurance, shall include an endorsement stating, "It is understood and agreed that sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: City of Pontiac, 47450 Woodward Ave., Pontiac, MI 48342." Copies shall be sent to the City's Mayor, City Clerk, or their designee.
12. To the full extent permitted by law, Star EMS agrees to hold City harmless, defend City and its officers, employees, and agents, from and against any and all claims, costs, losses, expenses, actions, liabilities, judgments, and/or damages, for any bodily injury/loss of life, mental injury, damage or loss of tangible or intangible property, which may be imposed upon or asserted against the City, its agents, officers, and/or employees, resulting from, or arising out of, or in any way connected with:
- a. Any negligent or tortious act, error, or omission of Star EMS or any of its personnel, agents and/or employees; or
 - b. The performance or non-performance of this Agreement by Star EMS, its personnel, agents and/or employees; and/or
 - c. Any failure of Star EMS or any of its personnel, employees, and/or agents to perform its obligations, either expressed or implied, under this Agreement.
13. Star EMS shall be responsible for the collection of any and all fees due and owing to it by those persons furnished with emergency ambulance services hereunder.
- Star EMS has submitted their present schedule of fees and rates (Attachment I hereto) to be charged to the persons being transported. Star EMS shall retain the right to adjust fees to guarantee optimal emergency service on an equal and fair basis to all its users.
- In no case would the fees charged to Pontiac users be any more than the fees charged to other Star EMS users.
14. Star EMS will provide its own backup coverage, as needed, which shall meet all licensing requirements of City and shall meet equipment, staff, and insurance requirements of primary contracted vehicles, including the hold harmless provisions contained in this Agreement.
15. Star EMS agrees that all calls from the Public Service Answering Point designated by The City shall have first priority over non-emergency and or scheduled calls for ambulance transportation with respect to the ambulances used in the performance of this contract stated in Section 2 hereof.
16. In consideration of the service which Star EMS will perform under this Agreement, City agrees to pay Star EMS the sum of one dollar (\$1.00) for the term of this Agreement, the receipt of which Star EMS hereby acknowledges.
17. This Agreement shall be in effect for a period of four (4) years from February 01, 2012 to January 31st 2016 and may be extended thereafter for one (1) extension, which shall be for a period not to exceed three (3) years in duration respectively, upon mutual written agreement

of both Star EMS and City at least ninety (90) days prior to the expiration of the previous term.

18. Star EMS shall, upon request of City, dispatch an ambulance to standby at emergency incidents such as active fires at no charge, cost, or expense to City.
19. In the performance of this Agreement, Star EMS shall comply with all applicable laws, regulations, ordinances, and codes (whether or not specifically mentioned herein) and Star EMS shall hold City, its agents, officers, and employees harmless with respect to any claim or liability, arising from any violation of the same by Star EMS, its employees and/or agents.
20. In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, Star EMS agrees that it will not discriminate against any person, employee, or applicant for employment with respect to his/her religion, race, color, national origin, age, sex, height, weight, marital status or handicap, that is unrelated to the individual's ability to perform the duties of a particular job position.
21. Star EMS shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement and shall not transfer any interest in same without the prior written approval of City. Star EMS shall not subcontract any of the services or its obligations hereunder without the prior written consent of City.
22. For purposes of this Agreement, the relationship of Star EMS to City is and shall continue to be that of an independent contractor. No liability or benefits, such as workers' compensation or pension rights or liabilities, arising out of a contract for hire or employer/employee relationship shall arise or accrue to or against either party as a result of the performance of this Agreement.
23. No failure by the City to insist upon the strict performance of any covenant, term, or condition of this Agreement or to exercise any right, term, or remedy consequent upon a breach thereof, shall constitute a waiver of any such Agreement, but each and every covenant, term, and condition of this Agreement shall continue in force and effect with respects to any other then existing or subsequent breach thereof. This Agreement shall be governed by the laws of the State of Michigan.
24. If any provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Star EMS and City has set their hands and seals the day and year first above written.

Witness:



Craig T. Gebo



Rebecca Davis

Miles, Grubb, and Associates, LLC
d.b.a. Star EMS

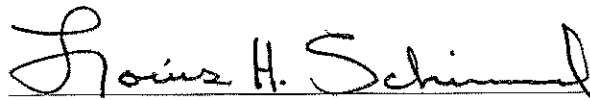


William P. Grubb



David Miller

City of Pontiac, a Michigan Municipal Corporation



Emergency Manager

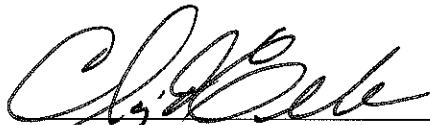
17.1 Addendum to number 17 of the Ambulance Service Agreement Between The City of Pontiac and Star EMS agreed to and signed on December 28th 2011; contract effective date 02-01-2012. This addendum (17.1) shall supersede number 17 and reads as follows:

This agreement shall be in full force and effect for a period of ten (10) years from February 01, 2012 to January 31st 2022. In the absence of a written notice to the contrary from either the City or Star EMS no later than 90 days prior to January 31st, 2022, this agreement shall automatically renew for a period of (3) three years to January 31st, 2025


IN WITNESS WHEREOF, Star EMS and City have agreed and have set their hands and seals this day February 20, 2013.

Witness:


Miles, Grubb, and Associates, LLC
d.b.a. Star EMS



Craig T. Gebo



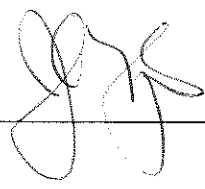
William P. Grubb



Rebecca Davis



David Miller



City of Pontiac, a Michigan Municipal Corporation

