

CORUNNA AREA AMBULANCE SERVICE

P.O. Box 33
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CORUNNA AREA AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT, Made on this 1ST day of JANUARY, 2014 and amends the agreement by and between the CORUNNA AREA AMBULANCE SERVICE INC., A Michigan non-profit corporation, herein after referred to as the "CORPORATION", and the CITY OF CORUNNA, the TOWNSHIP OF CALEDONIA, the TOWNSHIP OF NEW HAVEN, and the TOWNSHIP OF SHIAWASSEE, the TOWNSHIP OF VENICE, all of which are governmental units in Shiawassee County, Michigan herein after referred to as the "CITY" and "TOWNSHIPS":

WITNESSED:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, IT IS AGREED as follows:

1. Ambulance Service. The Corporation agrees to furnish and make available to the City and the Townships and their respective residents, the use and services of its ambulances, emergency equipment, facilities, and employees within the respective boundaries of the City and the Townships on a 24-hour per day, 7 days per week basis. Service shall be provided on a "first call" basis except when emergency conditions require immediate response elsewhere.
2. Term. This agreement shall be for the term of three (3) years commencing the 1st day of January, 2014 and terminating the 31st day of December, 2017 Unless re-negotiated or terminated as provided herein, this contract shall be automatically renewable on the same terms and conditions for successive one (1) year periods following the expirations of the term, and this agreement shall be re-opened after a three (3) year term.
3. Re-negotiation or Termination. If this agreement is to be re-negotiated for an additional term, negotiations shall commence approximately sixty (60) days prior to expiration date. Either party shall have the right to terminate this Agreement or any extension thereof, by written notice to the other party at least ninety (90) days prior to the initial expiration date, or any annual expiration date thereafter.
4. Corporate Books. The Corporation agrees to maintain accurate books and records relative to the costs and expenses of its ambulance service, including but not limited to, the purchase price and maintenance costs of ambulance facilities,

vehicles and equipment, labor, training sessions and materials, liability insurance, office expenses, rental or mortgage payments, administration expenses and bookkeeping charges. Books and records shall be available reasonable times and hours for inspection by duly authorized representatives of the City and the Townships. The books and records of the Corporation shall be audited annually at the expense of the Corporation.

5. Agreement Price. During the term of this Agreement, the City and Townships shall each pay to the Corporation the following rates on a one (1) year basis for each dwelling, including individual apartment units, within the respective governmental boundaries, and upon each place of business therein for every ten (10) employees, or any part thereof, as adjusted for equity credit offsets:

City of Corunna, New Haven Township, Caledonia Township, and Venice Township, and Shiawassee Township: \$45.00 each.

Each City and Township shall be solely responsible for the payment of its respective obligation under this Agreement. The liability of the City and the Township shall be several and not joint.

Payment by each City and Township of its respective share of the Agreement Price may be made from its General Fund, from Special Assessment collections, from Revenue Sharing, any combinations thereof, or any other legal source whatsoever. If a Special Assessment for the Ambulance Service is levied by the City or by The Townships, the amount of the annual assessment per dwelling or equivalent unit may be in any amount deemed necessary under the circumstances, and shall not necessarily be in the amount as set forth for each unit of government. The source of payment shall be at the sole discretion of the City and the Townships.

~~The number of dwellings and equivalent units shall be determined as of each December 31st preceding the year in which the annual installments is due. The City and Townships shall each advise the Corporation during the month of January each year of the number of dwellings and equivalent units so determined in order that the Corporation may plan its Budget accordingly.~~

The City of Corunna shall pay its portion of the Total Adjusted Agreement Price in full on or before October 1st, 2014 and on or before the same date in each succeeding years while this Agreement is in force.

The Township of Caledonia shall pay its portion of the Total Agreement Price in full on or before June 1st, 2014, and on before the same date each succeeding years while this Agreement is in force.

The Township of New Haven shall pay its portion of the Total Agreement Price in full on or before June 1st, 2014, and or on or before the same date each succeeding years while this Agreement is in force.

The Township of Shiawassee shall pay its portion of the Total Agreement Price in full on or before June 1st, 2014 and on or before the same date each succeeding years while this Agreement is in force.

The Township of Venice shall pay its portion of the Total Agreement Price on or before June 1st, 2014 and on or before the same date each succeeding years while this Agreement is in force.

6. **Ambulance Service By-laws.** The By-laws of the Corunna Area Ambulance Service, Inc. shall provide for a board of Directors consisting of seven, two appointed by Caledonia, and one at large from Caledonia. The city of Corunna will appoint two and one at large, and one appointment from New Haven, one seat will be an ex-official whom will be the base representative of the employees.
7. **Ambulance Charges.** Ambulance service charges shall be charged to the recipient of the services or other person(s) legally responsible for the same in accordance with the following current, allowable pay structure.
8. **Liability Insurance.** The Corporation agrees at its own expense, to purchase motor vehicle liability insurance having a minimum limit of at least \$100,000/\$300,000 designating the City, the Townships and the Corporations as the "named insured". A copy of the policy shall be furnished to the insured.
9. **Service Building and Ambulance Equipment.** The Corporation agrees to maintain its ambulance(s), other related emergency equipment, and the service building in good sufficient operating condition at all times and in compliance with all laws and regulations governing the use and operations of ambulances, related equipment and facilities.
10. **Training of Personal.** The Corporation shall be responsible for the training and education of all employees and shall comply fully with all laws and regulations incident thereto. The Corporation shall not permit untrained unqualified or uncertified personnel to participate in ambulance services.
11. **Service Outside the City and the Townships.** The Corporation shall have the right, but not the obligation, to provide ambulance service to persons outside the governmental boundaries of the City of Corunna, the Township of Caledonia, the Township of New Haven, the Township of Shiawassee, and the Township of Venice,

It is mutually understood and agreed that this type of service has been offered in the past and that it may continue so long as it is economically feasible and does not unreasonably interfere with service due the City and the Townships under this Agreement.

12. Operating Budget. The Corunna Area Ambulance Service, Inc., to each governmental unit under contract will provide a copy of the operating budget each year.

13. Amendments. This Agreement and any of its terms and conditions may be changed corrected, and modified at any time by mutual Written consent of the parties. In addition thereto, this Agreement will automatically be modified from time to time by virtue of the enactment of any State Law or regulations concerning the operation of ambulance and inhalator services. The Corporation shall immediately comply with all such laws and regulations as of their effective date and said laws regulations shall become a part of this Agreement by reference.

Municipalities as of date of signatures approve the above amendment.

Corunna Area Ambulance Service, Inc.

President Date

Charter Township of Caledonia

Supervisor Date

City of Corunna

Mayor Cheryl King 3/12/14

Mayor Date

New Haven Township

Supervisor Date

Shiawassee Township

Supervisor Date

Venice Township

Supervisor Date