

FIRE DISPATCHING SERVICE AGREEMENT

BETWEEN

EMERGENT HEALTH PARTNERS

AND

PITTSFIELD CHARTER TOWNSHIP

This Fire Dispatching Service Agreement, effective the 1st day of September , 2020, between the **Pittsfield Charter Township** a Michigan municipal corporation ("**Township**"), on behalf of the Pittsfield Township Fire Department ("**Fire Department**") and **EMERGENT HEALTH PARTNERS, INC.**, 1200 State Circle, Ann Arbor, Michigan 48108, a Michigan nonprofit corporation, ("**Emergent**").

WITNESSETH:

Whereas, Township is contracting with Emergent to provide the Fire Department with certain dispatching services according to the terms of this Agreement; and

WHEREAS, Emergent is currently operates a secondary public safety answering point and is engaged in the communication and dispatch of fire departments and ambulance services; and

WHEREAS, Township and Emergent mutually desire and agree that Emergent shall provide communications and dispatching services, on behalf of the Fire Department,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

SECTION 1

SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY EMERGENT

1.1 General Statement. Emergent shall provide the following fire dispatching and communications services, including equipment and personnel on behalf of the Fire Department on an exclusive, "as needed" basis, twenty-four (24) hours a day, three hundred sixty-five (365) days a year, pursuant to the terms of this Agreement.

1.2 Dispatching and Communications Services ("**Services**").

1.2.1. **Services**. Emergent shall provide the following services to the Fire Department:

a. Answer 9-1-1 calls, other telephone lines, and radio channels for the purpose of receiving, documenting, and recording requests for Fire Department services.

b. Promptly notify the Fire Department of valid requests for Fire Department services (“**Service Request**”) pursuant to guidelines, policies, procedures, and protocols established by Emergent and approved by the Fire Department.

c. Maintain radio coordination of service requests. Monitor, document, and record Fire Department communications activity.

d. Cooperate fully with the Fire Department in any individual review of a Service Request.

e. Cooperate fully in an annual review and in the development, preparation, and filing of administrative reports as may be reasonably required by the Fire Department for its appropriate operation.

f. Make available such records as may be reasonably necessary and relevant to verify the number of Fire Department Service Requests made by Emergent, and to verify Emergent’s actual dispatching costs, for purposes of establishing the annual fixed fee per dispatch to be paid by the Township to Emergent pursuant to Section 3 of this Agreement.

g. Neither Emergent nor any of its personnel, in their capacity as providing Services pursuant to this Agreement, shall in any way be involved in the fire suppression or other direct activities of the Fire Department,

1.2.2. Exceptions to Services. Emergent’s obligations for Services pursuant to this Agreement are limited, however, by Emergent’s technical ability to adequately receive telephone information, as well as receive and transmit radio transmissions. The parties acknowledge that callers reporting emergencies are often difficult to understand and locate. The parties further acknowledge that Emergent and the Fire Department utilize communications systems that neither party owns or maintains. Emergent shall not be obligated to provide services pursuant to this Agreement if it is unable to do so for any reasons beyond its reasonable control.

1.3 Telecommunications Equipment. Emergent agrees to provide Services using appropriate telecommunications equipment, including radio control consoles, radio base stations, telephone answering equipment, computer aided dispatch software, and telephone recording equipment. For the equipment that Emergent owns and controls, Emergent shall be responsible for the maintenance and repair of the above-mentioned telecommunications equipment.

1.4 Personnel. Emergent shall provide qualified personnel to provide communications and dispatch service pursuant to this Agreement. Emergent will conduct an exclusive and expedited hiring process for interested Pittsfield Township dispatchers who apply prior to the commencement of this agreement and will give Township dispatchers priority in hiring decisions.

1.5 Performance Standards. Emergent shall provide Services in good faith, in a timely manner, and accordance with industry standards.

1.6 Compliance with Law, Rules, and Regulations. In its performance of this Agreement, Emergent shall comply with all laws, rules, regulations, ordinances and permits relevant to the provision of Services.

1.7 Non-Discrimination. Emergent will not discriminate against any individual that requests Services, nor any employee or applicant for employment because of race, creed, color, sex, sexual preference, national origin, disability, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of Emergent's business).

SECTION 2

SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY THE PITTSFIELD TOWNSHIP FIRE DEPARTMENT

2.1 General Statement. The Fire Department shall retain ultimate authority and control over its own governance and operations.

2.2 Communications and Computer Equipment. The Fire Department shall provide and be responsible for its own radio communications and computer equipment for its individual stations, trucks and personnel.

2.3 Specialized Communications and Computer Equipment. It will be the responsibility of the Fire Department to provide to Emergent any specialized communications or computer equipment, which is unique to its specific needs, and not used by Emergent or the other fire departments that it provides Services for.

2.3 Compliance with Laws, Rules and Regulations. The Fire Department shall comply with all necessary laws, rules, regulations, ordinances, licenses or permits relevant to the provision of its responsibilities pursuant to this Agreement.

SECTION 3

PAYMENTS TO EMERGENT FOR SERVICES, EQUIPMENT AND PERSONNEL

3.1 Basic Provision. In consideration of receiving Services, equipment and personnel provided by Emergent to the Fire Department, the Township agrees to pay Emergent a monthly fee, which is recalculated annually. The fee, which is further described in **Appendix "A"**, is determined by dividing Emergent's total cost of providing ambulance and fire department dispatching services by the activity of all of the individual agencies dispatched ("**Dispatched Agencies**").

3.2 Fee. The period, September 1, 2020 through June 30, 2021, the monthly fee will be \$4,496.14 for a total fee of \$44,961.46.

3.3 Payment. The Township shall pay Emergent within sixty (60) days of receipt of invoice.

SECTION 4

TERM AND TERMINATION

4.1 Term. This Agreement shall commence on September 1, 2020 and continue through June 30, 2021. Thereafter, this Agreement shall be automatically renewed for additional, successive one (1) year terms unless terminated by either party by giving the other at least sixty (60) days advance written notice.

In the event that either party provides notice of termination under this Section, Emergent shall continue to provide Services to the Fire Department for up to three (3) months after the termination date, until September 30th, under the prevailing current fee while the Township makes other arrangements for dispatching services. In the event the Township notified Emergent that it cannot reasonably commence dispatching services within the three month period, services will continue for up to an additional ninety (90) days.

4.2 Termination. This Agreement may be sooner terminated as set forth below.

4.2.1. Termination During Annual Renewal. The agreement may be terminated by either party in accordance with Section 4.1.

4.2.2. Event of Substantial Default. In the event that either party has substantially defaulted in the performance of any obligation under this Agreement, the objecting party shall provide the defaulting party with written notice of the substantial default. If the default has not been cured within thirty (30) days, the objecting party shall have the option to terminate this Agreement.

4.2.3. Mutual Agreement. This Agreement may be sooner terminated by mutual written agreement of the parties.

4.2.4. Loss or Reduction of Insurance Coverage. In the event either Emergent or the Township shall receive notice of a prospective change in the scope of insurance carried by either party pursuant to this Agreement; or with respect to an unreasonable increase in premiums charged for such insurance; or with respect to any other change in such insurance that is adverse to the insured or adverse to the party paying premiums, then, if such change would be a material change in such premiums, coverage, or other terms, the party receiving such notice shall at once give written notice of such change to the other party to this Agreement.

Either party to this Agreement, if adversely affected by such change, may terminate this Agreement on grounds of such change by giving at least thirty (30) calendar day's written notice of termination to the other party. In no event shall such termination be effective prior to the date when the insurance change goes into effect.

Either party to this Agreement, upon receiving notice of termination under this Section 4.2.4., may elect to prevent termination by curing the change. For purposes of the prior sentence: (a) with respect to a premium increase, "cure" means paying the increased premium for the balance of the Agreement's term; (b) with respect to termination, reduction in coverage, or other changes, "cure" means providing substitute coverage or substitute insurance. In the event the Township notifies Emergent that it cannot reasonably commence dispatching services within the thirty (30) day period, services will continue for up to an additional one hundred eighty (180) days. The parties agree to negotiate in good faith the increased cost of providing Services.

4.3 Post-Termination Obligations. Upon termination of this Agreement, the parties shall cooperate with each other in the orderly transfer of obligations under this Agreement. Following the effective date of termination, each party shall remain liable for their own obligations or liabilities arising from activities carried on prior to the effective date of termination.

SECTION 5

GENERAL PROVISIONS

5.1 Insurance.

5.1.1. Emergent.

a. Errors and Omissions Insurance. Emergent shall provide commercial insurance to cover errors and omissions for Services, equipment and personnel provided to the Township pursuant to this Agreement. Insurance shall be in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, covering the activities of Emergent, the Township, and their employees, elected officials, directors, officers and agents in connection with the obligations performed by each party pursuant to this Agreement.

b. Comprehensive General Liability Insurance. Emergent shall provide commercial comprehensive general liability insurance in the amount of at least \$1,000,000 per occurrence/ \$10,000,000 aggregate, covering the respective activities of Emergent, its employees, directors, officers and agents in connection with its obligations performed pursuant to this Agreement.

c. Workers Compensation Insurance. Emergent shall provide Workers Compensation insurance coverage in amounts as required by law.

d. Township Named as Additional Insured. Emergent will cause the Township to be named as an additional insured party under its insurance policies. Emergent will provide the Township with a certificate issued by its insurance company including a provision that the insurance company will provide thirty (30) days written notice to the

Township of policy termination. A breach of this provision shall be a material breach of this Agreement.

5.1.2. Notice of Claim. In the event any claim is asserted against either party to this Agreement, or both of them, or against one or more of them, and one or more other persons, the parties of this Agreement shall give prompt notice of such claim to one another and shall cooperate in the defense of such claim, to the extent their separate interests permit.

5.2 Independent Contractor Relationship. It is expressly understood and agreed by the parties that Emergent is acting as an independent contractor with respect to the provision of Services, equipment and personnel to the Township and Fire Department pursuant to this Agreement. Nothing in this Agreement is intended to create an employer/employee or joint venture relationship or allow the Township to exercise control or direction over the manner or method by which Emergent performs Services which are the subject matter of this Agreement; provided always that the Services to be provided by Emergent shall be provided in a manner consistent with the provisions of this Agreement.

5.3 Compliance with Laws and Regulations. Emergent shall comply with all federal, state and local regulations, including, but not limited to all applicable OSHA/MIOSHA requirements and the Americans With Disabilities Act. Emergent further certifies that it is not an Iran linked business as defined by the Michigan Iran Economic Sanctions Act (MCL §129.311-16).

5.4 Equal Employment Opportunity. Emergent shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, height, weight, or marital status (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). A breach of this provision shall be a material breach of the Contract.

5.5 Interest of Contractor and Township. Emergent and Township promise that they have no interest which would conflict with the performance of this Agreement. No officer, agent, employee of the Township, or member of its governing bodies, may participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, or has any personal or pecuniary interest. This paragraph does not apply if all parties are in compliance with the provisions of Michigan Compiled Laws Section 15.323.

5.6 Interpretation of Agreement. This Agreement shall be governed by and interpreted under the laws of the State of Michigan.

5.7 Amendments. This Agreement contains the entire agreement between the parties hereto, and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any additions or amendments to this Agreement subsequent hereto shall be of no force and effect unless in writing and signed by both parties.

5.8 Non-Assumption of Liabilities. Neither party hereto, by entering into and performing this Agreement, shall become liable for any of the existing or future liabilities of

the other party or of anyone affiliated with the other party, except as expressly provided herein. It is not the intent of the parties that either party assume the risks of anyone else or become guarantor, insurer, or indemnitor for anyone else, except as expressly provided herein. In no event shall either party be liable to the other for special, incidental or consequential damages, even if the other party has been advised of the possibility of such damages.

Emergent shall cause its carriers to name the Township and its employees, elected officials, officers, and agents as additional insureds on all forms of liability insurance coverage. Further, said policies shall require the carriers to provide thirty days' notice of any cancellation or expiration of such coverage to any insureds and additional insureds.

Prior to commencement of the services, or upon Township's subsequent request, Emergent shall provide to the Township certificates of insurance and endorsements evidencing the existence of the above insurance coverages.

Compliance with all the above insurance provisions is a condition precedent to Township's obligation, if any, to make payment to Emergent.

5.9 Living Wage. The Township has a Living Wage Ordinance requiring covered contracted vendors to pay their employees working under that contract a minimum wage. Emergent agrees to comply with applicable provisions of the Living Wage Ordinance.

5.10 Limited Enforcement. This Agreement is intended solely for the benefit of the parties hereto, and there is no intention, express or otherwise, to create rights or interest for any party or persons other than the Township and Emergent.

5.11 No Assignment. Neither party shall have the right to assign their rights and obligations under this Agreement without advance, written consent of the other party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed of the ____ day of _____, 20____:

PITTSFIELD CHARTER TOWNSHIP
("Township")

EMERGENT HEALTH PARTNERS INC.
("Emergent")

By: _____
Mandy Grewal
Its: Township Supervisor

By: _____
Ron Slagell
Its: President and CEO

By: _____
Michelle Anzaldi
Its: Township Clerk

APPENDIX “A”

Calculation of Fees

Emergent shall maintain an accounting of expenses for dispatching services in a separate and distinct cost center. The cost center shall include all expenses which are incurred in jointly dispatching all fire departments and ambulance services, including but not limited to facility depreciation, leasehold improvements, building maintenance, property taxes (if any), utilities including gas, electric, water and sewer, common radio equipment, common computer equipment software and other technology, back up electrical generators or supplies, telecommunications maintenance agreements, software licenses and support, personnel including wages and benefits and allocated costs for administrative support.

Emergent and individual fire departments shall be responsible for their own mobile and portable radio equipment, mobile data terminals, station communications equipment, as well as specialized telecommunications connectivity such as ISDN, T1, microwave, fiber or other similar technologies.

Each January, Emergent will determine the total expense of providing shared dispatching services (the cost) for the preceding 12-month fiscal year ending June 30th.

Emergent will also determine the number of dispatched alarms (the activity) provided to each fire department and ambulance service. As used here, a “dispatched alarm” refers to an incident in which fire department or ambulance service is dispatched, without respect to whether a communication to or from Emergent played a role in its dispatching. Each incident shall constitute a single “dispatched alarm”, whether one or several pieces of equipment/vehicles were dispatched, and whether there is or is not ultimately a need for the agency’s services at the scene.

The annual Cost will then be divided by the annual Activity to determine the “per dispatch” cost. The per dispatch cost and the individual agency’s activity will be used to determine the amount to be charged for the next 12-month period beginning July 1st.