www.hgbhealth.com 321 East Harris Street Charlotte, Michigan 48813 (517) 543-1050

December 13, 2017

Gregg Guetschew, City Manager City of Charlotte 111 E. Lawrence Ave. Charlotte, MI 48813

Dear Gregg:

As a participating municipality in the agreement for ambulance service with Hayes Green Beach Memorial Hospital, dba Eaton Area EMS, you are receiving this mailing about the ambulance service agreement that will begin April 1, 2018 and continue through March 31, 2021.

Enclosed is the updated three year agreement. City of Charlotte's participation fee for each year of this agreement is \$32,293 (from page 3).

I have included two signature pages, each signed by Matthew Rush, President and CEO. When your Board/council has approved the agreement please return one signed signature page for our records.

Please contact me at (517) 541-5908 or itruba@hgbhealth.com if you have questions about the agreement, wish to receive statistical / operational reports, or would like to schedule a presentation for your Board/council.

I have included a three year projection of the capital equipment scheduled to be purchased during this agreement period. The largest portion of funding is for new/remounted ambulances; the remainder is for cardiac monitor, stretcher, tablets/software/modem-router (EMS reports), and an allocation for a community paramedic vehicle in 2019.

In the spring of 2017 Hayes Green Beach Memorial Hospital began a pilot study to evaluate the benefits of offering community paramedicine to the residents of Eaton Area EMS's response area. We plan to continue, and grow, our community paramedics program in 2018 using our ambulances to provide this service. It is expected that by 2019 Eaton Area EMS will need a dedicated non transport vehicle to continue to provide the community paramedicine services. Community paramedicine under the direction of primary care providers is one of the options Hayes Green Beach Memorial Hospital is implementing to help improve the health and wellness of the citizens of Eaton County.

Sincerely,

John C. Truba, Emergency Medical Services Director

ohn C. Turba

Enclosure

EATON AREA EMS CAPITAL EQUIPMENT APRIL 1, 2018 TO MARCH 31, 2021

FUNDING

RESRICTED FUNDING BALANCE as of 12/31/2017 101		
PARTICIPATION FEE YEAR 1	118,400	
PARTICIPATION FEE YEAR 2	118,400	
PARTICIPATION FEE YEAR 3	118,400	
TOTAL FEES	355,200	
TOTAL FUNDING AVAILABLE		456,617
EXPENDITURES		
2018 AMBULANCE (11/18)	132,000 (REMOUNT)	
	18,000	
TABLETS (10)	12,000	
TOTAL	162,000	
2019 AMBIII ANCE (11/19)	162 000 (NEW)	
	7) 17 27	
COMM PARAMEDIC VEHICLE	40,000	
ΤΟΤΔΙ	214 000	
TOTAL	214,000	
STRETCHER (1)	15,000	
CARDIAC MONITOR/DEFIB	37,500	
TABLETS (5)	6,000	
TOTAL	58,500	
TOTAL EXPENDITURES	434,500	
	PARTICIPATION FEE YEAR 1 PARTICIPATION FEE YEAR 2 PARTICIPATION FEE YEAR 3 TOTAL FEES TOTAL FUNDING AVAILABLE EXPENDITURES 2018 AMBULANCE (11/18) MODEM/ROUTER (6) TABLETS (10) TOTAL 2019 AMBULANCE (11/19) TABLETS (10) COMM PARAMEDIC VEHICLE TOTAL STRETCHER (1) CARDIAC MONITOR/DEFIB TABLETS (5)	PARTICIPATION FEE YEAR 1 PARTICIPATION FEE YEAR 2 PARTICIPATION FEE YEAR 2 PARTICIPATION FEE YEAR 3 TOTAL FEES TOTAL FEES 2018 AMBULANCE (11/18) MODEM/ROUTER (6) TABLETS (10) TOTAL 2019 AMBULANCE (11/19) TABLETS (10) COMM PARAMEDIC VEHICLE TOTAL 214,000 STRETCHER (1) CARDIAC MONITOR/DEFIB TABLETS (5) TOTAL 118,400 132,000 (REMOUNT) 132,000 (REMOUNT) 162,000 (NEW) 162,000 (NEW) 15,000 12,000 40,000 TOTAL 214,000

RESTRICTED FUND BALANCE 3/31/2021

22,117

AGREEMENT FOR AMBULANCE SERVICES FOR MUNICIPALITY RESIDENTS

This Agreement made the first day of April, 2018 between BELLEVUE TOWNSHIP, BROOKFIELD TOWNSHIP, CARMEL TOWNSHIP, CITY OF CHARLOTTE, CITY OF EATON RAPIDS, CITY OF OLIVET, CITY OF POTTERVILLE, CHESTER TOWNSHIP, EATON RAPIDS TOWNSHIP, EATON TOWNSHIP, HAMLIN TOWNSHIP, KALAMO TOWNSHIP, SUNFIELD TOWNSHIP, VERMONTVILLE TOWNSHIP, WALTON TOWNSHIP, Municipal Corporations within Eaton County, Michigan, and AURELIUS TOWNSHIP A Municipal Corporation within Ingham County, Michigan (collectively, the "PARTICIPATING MUNICIPALITIES" and each a "PARTICIPATING MUNICIPALITY"), and the EATON AREA EMERGENCY MEDICAL SERVICES, a department of Hayes Green Beach Memorial Hospital, a Michigan corporation, (hereinafter "EMS"). The PARTICIPATING MUNICIPALITIES and EMS are sometimes collectively referred to in this Agreement as the "PARTIES" or individually as a "PARTY".

WHEREAS, the PARTICIPATING MUNICIPALITIES wish to assure that the residents and visitors of their communities have access to prompt and effective emergency medical services (ambulance service), and;

WHEREAS, EMS is duly licensed under the laws of the State of Michigan to provide Ambulance Services, is prepared to undertake, and faithfully respond to, all requests for Ambulance Service made by residents of the PARTICIPATING MUNICIPALITIES, and other persons in need of service within the boundaries of the PARTICIPATING MUNICIPALITIES;

NOW, THEREFORE, in consideration of the mutual covenants herein made, it is understood and agreed as follows:

I. EMS DUTIES.

EMS shall provide Ambulance Services for the use and benefit of residents of the PARTICIPATING MUNICIPALITIES, and other persons in need of service within the geographical boundaries of the PARTICIPATING MUNICIPALITIES consistent with the following.

- 1.1 Operate, staff, maintain and equip ambulances. Consistent with State and Federal regulations provide:
 - 1.1-1 Two licensed Advance Life Support (ALS) ambulances twenty four (24) hour per day, 365 days.
 - 1.1-2 A third licensed ALS ambulance for one hundred and fourteen (114) hours per week. Whenever the third ambulance is available (staffed and not assigned an ambulance request) it will be stationed within the boundaries of the City of Potterville. In the event that the City of Potterville no longer is a PARTY to this agreement the ambulance will not be stationed in the City of Potterville and the number of hours this third ambulance is staffed may be adjusted by EMS, based on the service's operational needs and resources.
 - 1.1-3 A fourth licensed ambulance, either ALS or Basic Life Support (BLS) may be staffed at EMS discretion Monday through Friday, as needed to perform scheduled transfers.
 - 1.2 <u>Maintain and equip back up ambulances</u>: Consistent with State and Federal regulations provide two (2) back-up BLS/ALS ambulances that will be available to

replace an ALS ambulance, listed in 1.1 above, that is taken out of service for mechanical/repair issues. EMS may staff and operate these back-up ambulances when EMS personnel are available and requests for ambulance service exceeds the capacity of the number of ambulances listed in 1.1 above.

- 1.3 <u>Response to Needs</u>. Respond to all requests made by persons in need of services within the geographical boundaries of the PARTICIPATING MUNICIPALITIES, including any Police and Fire Agencies of the PARTICIPATING MUNICIPALITIES, as fully and promptly as reasonably possible and without regard to ability to pay.
- 1.4 <u>Long Term Equipment Budget</u>. Submit a three year equipment acquisition budget/proposal to the PARTICIPATING MUNICIPALITIES for their approval prior to the acceptance or extension of this Agreement. To implement the equipment budget in accordance with the schedule outlined in the budget/proposal.
- 1.5 Operational Report. By February of each year (or such later time as a majority of the PARTICIPATING MUNICIPALITIES request) present an operational report at an annual meeting with the PARTICIPATING MUNICIPALITIES.
- 1.6 <u>Mutual Aid Agreements</u>. Establish and maintain mutual aid agreement(s) with ambulance agencies operating in areas bordering EMS's response area, to facilitate emergency medical response support at such times when EMS has received more requests for ambulance service than it can timely fulfill.
- 1.7 <u>Dispatch</u>. Arrange with Eaton County Central Dispatch for the receipt and dispatch of ambulance calls in an effective and efficient manner. The closest available EAEMS ambulance will be dispatched to emergency/911 calls. Vehicles will be moved to central locations in order to provide prompt response time coverage to the greatest number of residents within the service area.
- 1.8 <u>EMS Payment from Users</u>. Except for the costs of equipment contributed in accordance with the provisions below and any separate written provisions a PARTICIPATING MUNICIPALITY may choose to make on behalf of its residents, EMS shall look solely to charges to users and their insurers to cover the expenses of the operation of EMS' ambulance service. In this regard, the MUNICIPALITIES are not obligated to reimburse EMS for any losses from the operation of the ambulance service.
- 1.9 <u>Use of Equipment Payments</u>. Use equipment payments received by EMS from the PARTICIPATING MUNICIPALITIES only for the acquisition, improvement and maintenance of equipment/software used exclusively by EMS to provide ambulance service within the boundaries of the PARTICIPATING MUNICIPALITIES or for authorized mutual aid.
- 1.10 <u>Statistical Reports</u>. When requested provide PARTICIPATING MUNICIPALITIES monthly statistical reports, available from Eaton County Central Dispatch, related to: total number of runs, number of runs within each municipality, enroute and response time, number of mutual aid responses into EAEMS service area, and other reports which become available from ECCD or EAEMS that provide information related to the efficiency of ambulance coverage plans.

1.11 <u>Informational meetings.</u> When requested provide quarterly informational meeting for PARTICIPATING MUNICIPALITIES in February, May, August, and November. These meetings are intended to provide a venue for PARTICIPATING MUNICIPALITIES to receive information related to the operation of EAEMS, inquire into current operational practices and to provide a forum for questions and feedback to EAEMS.

II. PARTICIPATING MUNICIPALITIES DUTIES.

For in consideration of the duties to be performed by EMS the PARTICIPATING MUNICIPALITIES shall jointly and individually do the following:

- 2.1 <u>Designation of EMS.</u> Designate in writing to Eaton County Central Dispatch that EMS is the designated EMS provider of the PARTICIPATING MUNICIPALITY for all emergency medical service requests received from their jurisdictions.
- 2.2 <u>Annual Payment Obligation.</u> Make individual annual payment to EMS to fund the purchases of equipment to effectively operate EMS. Invoices for the annual payment for each municipality will be issued by EMS the first week of July and will be effective for each of the three years of the contract (until 3/31/2021) and shall be:

Aurolius Township	<u>YEAR 1</u> \$ 1.665	YEAR 2 \$ 1,665	YEAR 3 \$ 1.665
Aurelius Township			
Bellevue Township	<i>\$ 2,652</i>	<i>\$ 2,652</i>	<u>\$ 2,652</u>
Brookfield Township	<i>\$ 2,533</i>	<i>\$ 2,533</i>	<i>\$ 2,533</i>
Carmel Township	<i>\$ 4,974</i>	<i>\$ 4,974</i>	<i>\$ 4,974</i>
Charlotte, City of	<i>\$ 32,293</i>	<i>\$ 32,293</i>	<i>\$ 32,293</i>
Chester Township	<i>\$ 3,240</i>	<i>\$ 3,240</i>	<i>\$ 3,240</i>
Eaton Rapids, City of	\$ 12,671	<i>\$ 12,671</i>	\$ 12,671
Eaton Rapids Township	<i>\$ 5,509</i>	\$ 5,509	<i>\$ 5,509</i>
Eaton Township	<i>\$ 8,484</i>	\$ 8,482	\$ 8,482
Hamlin Township	<i>\$ 4,084</i>	<i>\$ 4,084</i>	<i>\$ 4,084</i>
Kalamo Township	<i>\$ 1,620</i>	\$ 1,620	<i>\$ 1,620</i>
Olivet, City of	\$ 3,511	\$ 3,511	\$ 3,511
Potterville, City of	\$ 24,200	\$ 24,200	\$ 24,200
Sunfield Township	<i>\$ 4,392</i>	\$ 4,392	\$ 4,392
Vermontville Township	<i>\$ 2,396</i>	\$ 2,396	\$ 2,396
Walton Township	\$ 4,178	\$ 4,178	\$ 4,178

The City of Potterville agrees to submit payment to EMS, for enhanced ambulance service as described in 1.1.2 above, of \$ 20,207 per year, in addition to their annual participation fee of \$ 3,993. City of Potterville's total annual payment will be \$ 24,200 for each of the three year of this agreement. The City of Potterville agrees to provide, at no cost to EMS, a facility to house EMS's personnel and ambulance when stationed within the City of Potterville.

For purposes of the foregoing, payment is due within 60 days of invoice by EMS. Interest shall accrue and be paid to EMS at a rate of 5% simple interest on the amount of any payment that is delinquent from the time it was initially due until it is actually paid.

2.3 Selection of Representatives. Arrange for one or more representatives of the MUNICIPALITY to meet annually with representatives of EMS and the other

MUNICIPALITIES to receive an EMS operational report.

- 2.4 <u>Notification of Complaints.</u> Promptly forward to the EMS, complaints received from the general public from the PARTICIPATING MUNICIPALITY regarding the EMS for investigation and reply.
- 2.5 <u>Continued Participation</u>. Remain a PARTICIPATING MUNICIPALITY which is a PARTY to this Agreement and not withdraw from this Agreement, except as provided by law, or at the end of the Agreement term or in the manner provided below.

III. ADDITIONAL COMMUNITIES SEEKING TO BECOME A PARTICIPATING MUNICIPALITY UNDER THIS AGREEMENT.

Other municipal corporations, not now PARTICIPATING MUNICIPALITIES, shall be entitled to arrange for ambulance service on behalf of their residents from EMS by signing this Agreement and taking on the responsibilities of a PARTICIPATING MUNICIPALITY under this Agreement, including making payment towards the equipment acquisition. The payment obligation of a new PARTICIPATING MUNICIPALITY shall be equal to the payment made by the current PARTICIPATING MUNICIPALITY with the closest population base served by EMS under this Agreement. If a new PARTICIPATING MUNICIPALITY requests that only a portion of their township is to be included in this agreement that Township's payment will be pro-rated based on the number of sections included in this agreement.

IV. PROCEDURES IN THE EVENT OF APPARENT BREACH.

- 4.1 Breach by a PARTICIPATING MUNICIPALITY. In the event that EMS reasonably believes that one or more PARTICIPATING MUNICIPALITIES are in breach of this Agreement, EMS shall notify each such PARTICIPATING MUNICIPALITY in writing, describing the apparent breach and if correctable how it can be corrected or if it is not correctable what alternative remedy would be acceptable to EMS. The affected PARTICIPATING MUNICIPALITIES shall have thirty (30) days in which to correct such apparent breach or to offer an alternative remedy. Should EMS determine that said breach is not adequately resolved by PARTICIPATING MUNICIPALITY'S corrective action or remedy, EMS will request a review panel be established by the PARTIES to this Agreement, to render a binding judgment regarding compliance with the terms and intent of this Agreement.
- 4.2 <u>Breach by EMS</u>. In the event that one or more PARTICIPATING MUNICIPALITIES reasonably believes that EMS is in breach of this Agreement, the affected PARTICIPATING MUNICIPALITIES shall notify each EMS in writing, describing the apparent breach and, if correctable, how it can be corrected or, if it is not correctable, what alternative remedy would be acceptable to PARTICIPATING MUNICIPALITIES. EMS shall have thirty (30) days in which to correct such breach or offer an alternative remedy. Should such PARTICIPATING MUNICIPALITIES determine that the apparent breach is not adequately resolved by EMS' corrective action or remedy, such PARTICIPATING MUNICIPALITIES shall request a review panel be established by the PARTIES to this Agreement, to render a binding judgment regarding compliance with the terms and intent of this Agreement. Notwithstanding the foregoing, a PARTICIPATING MUNICIPALITY which has not paid its allocation of equipment expenses shall have no right to invoke the foregoing procedures or terminate its obligations under this Agreement pursuant to any other provision.

4.3 Review Panel Procedures. For purposes of Sections 4.1 and 4.2 above, the review panel will consist of: two (2) individuals who serve on Hayes Green Beach Memorial Hospital's Board of Trustees and, if possible, have not previously been involved in the dispute, selected by EMS; two (2) individuals who are representatives of PARTICIPATING MUNICIPALITIES selected by the affected PARTICIPATING MUNICIPALITIES from other PARTICIPATING MUNICIPALITIES not involved in the dispute; and one person mutually agreed to by the other members of the review panel to facilitate the review process and vote in the event of deadlock of the other members. All Parties expressly covenant and agree to be bound by the decision of a majority of this review panel, and accept any decision as a final determination, except a decision based on provable fraud or a decision requiring a Party to pay or expend more money than it would be obliged to pay under the terms of this Agreement. Any disagreement of the review panel on the selection of the fifth member may be resolved, and any binding decision of the review panel may be enforced, by the Eaton County Circuit Court to which all Parties acknowledge jurisdiction for such purpose.

V. LEGAL RELATIONSHIP, INSURANCE, AND INDEMNITY.

- 5.1 <u>Legal Relationship of the Parties</u>. The legal relationship of the Parties to each other shall be that of independent contractor. The employees of any Party shall not be considered an agent or employee of the other Party for any purpose.
- 5.2 <u>Liability Insurance of EMS</u>. EMS shall acquire and maintain during the term, and thereafter, extending through the term of this Agreement, liability insurance covering services provided by EMS of the following types and limits:
 - 5.2-1 No fault and automobile liability insurance having a combined single limit of \$1,000,000 per person and accident;
 - 5.2-2 Professional liability insurance having limits of at least \$1,000,000 per occurrence, claim or incident and \$3,000,000 annual aggregate;
 - 5.2-3 General liability insurance having limits of at least \$1,000,000 per occurrence, claim or incident and \$3,000,000 annual aggregate.
 - 5.2-4 Worker's Compensation Insurance as required by State statute.
- 5.3 <u>Limited Indemnity Obligation of PARTICIPATING MUNICIPALITIES.</u> Each PARTICIPATING MUNICIPALITY shall indemnify and hold harmless EMS and all other PARTICIPATING MUNICIPALITIES for any cost or expense any of them may incur as result of the PARTICIPATING MUNICIPALITY failing to comply with its obligations under this Agreement, including legal and other costs associated with collection of allocated amounts of equipment costs not timely paid by the PARTICIPATING MUNICIPALITY.
- 5.4 <u>EMS' Indemnity Obligation</u>. EMS agrees to indemnify and hold harmless any PARTICIPATING MUNICIPALITY which is in full compliance with this Agreement against claims or damages arising directly out of an error or omission by EMS in the performance of its duties and obligations under this Agreement. In this respect, the following procedures shall apply:
 - 5.4-1 The PARTICIPATING MUNICIPALITY seeking indemnity (the "Indemnitee") shall promptly, and in writing, notify EMS of any claim made against it by any third party as to which it intends to seek indemnification under this Agreement, and shall take action as may be necessary to avoid default or

other adverse consequences until such time as EMS has provided written notice that it will assume the defense of the claim, which shall be provided not more than thirty (30) days following receipt of written notice of the claim.

5.4-2 In any claim wherein EMS shall have an obligation to defend under this Agreement, EMS shall have the right to select counsel and to control such defense, provided, however, that the Indemnitee shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to oversee, and if deemed necessary by the Indemnitee assist in, the handling of such claim. The Indemnitee shall provide cooperation and participation of its personnel as required for such defense at the cost and expense of EMS.

VI. TERM AND TERMINATION OF THIS AGREEMENT.

- 6.1 <u>Term.</u> This Agreement shall be deemed to have commenced on April 1, 2018 and shall continue until March 31, 2021, unless earlier terminated as provided below:
 - 6.1-1 By mutual agreement of all the PARTIES;
 - 6.1-2 By EMS or all the PARTICIPATING MUNICIPALITIES without assignment of cause or reason upon ninety (90) days prior written notice by all the PARTICIPATING MUNICIPALITIES to EMS or by EMS to all the PARTICIPATING MUNICIPALITIES.
- 6.2 <u>Termination of a PARTY for Cause.</u> In addition any PARTY may be terminated at the request of any other PARTY for cause. For this purpose, "cause" is defined as the PARTY to be terminated being unable or unwilling to submit to a review panel hearing as required or to comply with the recommendations of a review panel, constituted in accordance with Section 4 and one or more other parties other PARTY. Unless the underlying reason is non-payment of an equipment payment, in which event EMS may terminate a PARTICIPATING MUNICIPALITY unilaterally after the processes of Article IV have been exhausted, the termination shall not be effective until a majority of the PARTIES, excluding the PARTY(IES) affected, agree or acquiesce to the termination.
- 6.3 Obligations after Termination. Notwithstanding the termination of this Agreement or a PARTY, the PARTIES shall be required to carry out any provisions hereof which contemplate performance by them subsequent to such termination; and such termination shall not affect any liability or any other obligation which may have accrued prior to such termination.

VII. NOTICES.

Any notice, offer, demand, or communication required or permitted to be given under any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the PARTY to whom the same is directed or if sent, by registered or certified mail, postage and charges prepaid, addressed to the address of the PARTY set forth below. Except as otherwise expressly provided in this Agreement, any such notice shall be deemed to be given on the date on which the same is deposited in a regularly maintained receptacle for the deposit of United States mail, addressed as provided in the immediately preceding sentence. Any PARTY may change its address for the purposes of this Agreement by giving the other notice thereof in the manner herein before provided for the giving of notice.

Unless otherwise required by the Agreement, notices under this Agreement shall be directed to the following:

Supervisor	Supervisor	Supervisor
Aurelius Township	Bellevue Township	Brookfield Township
1939 Aurelius Rd.	115 N. Main Street	808 E. Five Point Hwy.
Mason , MI 48854	Bellevue, MI 49021	Charlotte, MI 48813
Supervisor	Supervisor	Manager
Carmel Township	Chester Township	City of Charlotte
661 Beech Hwy.	3425 W. Gresham Hwy.	111 East Lawrence
Charlotte, MI 48813	Charlotte, MI 48813	Charlotte, MI 48813
Manager City of Eaton Rapids 200 S. Main Street Eaton Rapids, MI 48827	Mayor City of Olivet PO Box 367 Olivet, MI 49076	Manager City of Potterville 319 N. Nelson St. PO Box 488 Potterville, MI 48876
Supervisor	Supervisor	Supervisor
Eaton Rapids Township	Eaton Township	Hamlin Township
2512 S. Canal Rd.	3981 E. Clinton Trail	6463 S. Clinton Trail
Eaton Rapids, MI 48827	Charlotte, MI 48813	Eaton Rapids, MI 48827
Matthew Rush, President/CEO Hayes Green Beach Memorial Hospital 321 East Harris Street Charlotte, MI 48813	Supervisor Kalamo Township 8940 Spore Hwy. Vermontville, MI 49096	Supervisor Sunfield Township PO Box 68 Sunfield, MI 48890
Supervisor Vermontville Township P.O. Box 215 Vermontville, MI 49096	Supervisor Walton Township 6933 S. Stine Rd Olivet, MI 49076	

VIII. INTERPRETATION, SEVERABILITY AND COMPLIANCE.

- 8.1 <u>Interpretation and Severability.</u> This Agreement shall be construed and applied in such manner as to minimize unenforceability of any provision. In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation), is held to be invalid or unenforceable, if possible, such provision shall be deemed rewritten and revised in a manner which eliminates the offending language but maintains the overall intent, in context, of this Agreement. However, if that is not possible, the offending language shall be deemed removed, with this Agreement otherwise remaining in full force and effect, so long as doing so would not result in substantial unfairness or injustice to any of the Parties.
- 8.2 <u>Compliance With Other Contracts and Laws</u>. It is believed and intended by the PARTIES, and their advisors that all transactions contemplated herein are fully legal and proper based on their current understanding of the law and contracts with third party payors. However, when it may be necessary so as to comply with applicable law and requirements of third parties or any other entity governing or regulating health facilities.

third-party payment programs and alternative delivery systems in which EMS participates or applicable to the provision of ambulance services, the Parties shall enter into further agreements which may modify the terms of this Agreement. The Parties shall negotiate in good faith such further agreements as may be necessary or desirable to modify the terms of this Agreement. In addition, no Parties shall use the provisions of this section to its unfair advantage in relation to the other.

IX. GOVERNING LAW.

9.1 This Agreement shall be construed and enforced in accordance with, and governed by, the law and decisions of the State of Michigan.

X. ENTIRE AGREEMENT.

10.1 This Agreement constitutes the entire agreement of the PARTIES. All prior agreements between the PARTIES, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified, or discharged orally, but only by an agreement in writing, signed by the PARTIES or PARTY against whom enforcement of the charge, modification or discharge is sought. The selection headings used herein are for convenience only and shall not be used in the construction or interpretation of this Agreement.

XI. ASSIGNMENTS AND BENEFICIARY.

- 11.1 <u>No Assignments.</u> PARTICIPATING MUNICIPALITIES and EMS shall not assign any of their rights, powers, duties and obligations under this Agreement without the receipt of prior written consent of all PARTIES. This Agreement shall be binding upon and shall ensure to the benefit of successors and assigns of EMS and PARTICIPATING MUNICIPALITIES, including any merged or consolidated entity of which any may become a part.
- 11.2 <u>No Third Party Beneficiaries</u>. No person or entity, apart from PARTICIPATING MUNICIPALITIES and EMS as public or corporate entities, is intended to be nor is, in fact, a beneficiary entitled to enforce, use or rely upon this Agreement for any reason or any legal proceeding.

IN WITNESS WHEREOF, the parties have executed this agreement.

EMS HAYES GREEN BEACH MEMORIAL HOSPITAL	AURELIUS TOWNSHIP
By: Iratcher Curl	Ву:
Printed Name: Matthew W. Rush	Printed Name:
Date:December 13, 2017	Date:
BELLEVUE TOWNSHIP	BROOKFIELD TOWNSHIP
Ву:	Ву:
Printed Name:	Printed Name:
Date:	Date:
CARMEL TOWNSHIP	CHESTER TOWNSHIP
Ву:	Ву:
Printed Name:	Printed Name:
Date:	Date:
CITY OF CHARLOTTE	CITY OF EATON RAPIDS
Ву:	By:
Printed Name:	Printed Name:
Date:	Date:
CITY OF OLIVET	CITY OF POTTERVILLE
Ву:	Ву:
Printed Name:	Printed Name:
Date:	Date:
EATON RAPIDS TOWNSHIP	EATON TOWNSHIP
Ву:	Ву:
Printed Name:	Printed Name:
Date:	Date:
HAMLIN TOWNSHIP	KALAMO TOWNSHIP
By:	Ву:
Printed Name:	Printed Name:
Date:	Date:
SUNFIELD TOWNSHIP	VERMONTVILLE TOWNSHIP
Ву:	Ву:
Printed Name:	Printed Name:
Date:	Date:
WALTON TOWNSHIP	
Ву:	
Printed Name:	
D .	