

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
EMERGENT HEALTH PARTNERS
AND THE CITY OF ANN ARBOR
FOR FIRE DISPATCHING AND COMMUNICATIONS SERVICES**

This agreement (“Agreement”) is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 (“City”), and Emergent Health Partners (“Contractor” or “EHP”), a Michigan nonprofit corporation, with its address at 1200 State Cir., Ann Arbor, Michigan 48108. City and Contractor are referred to collectively herein as the “Parties.” The Parties agree as follows:

I. DURATION

Contractor shall commence performance on July 1, 2022 (“Commencement Date”). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article X. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date. Unless terminated early, this agreement will be in place for 24-months from the start date (the “Term”).

II. SERVICES

- A. EHP shall provide fire communications and dispatch services, equipment, and personnel (the “**Services**”) on behalf of the City as described in Exhibit A attached hereto and otherwise in conformance with the level of professional quality performed by experts regularly rendering services similar to the Services. EHP agrees to follow standard operating procedures and policies established and provided by the City. The City shall not be bound by any changes to or decision regarding procedures and/or policies that EHP makes with any other fire departments or the Washtenaw Area Mutual Aid Association.

- B. EHP shall otherwise perform the Services in compliance with all applicable federal, state and local statutes and regulations now or hereafter in effect during the Term, including, but not limited to, all applicable OSHA/MIOSHA requirements, and the Americans with Disabilities Act.

- C. The Parties agree to coordinate future enhancements or changes to software used by either party to perform its obligations under this Agreement so as to ensure against any loss of functionality for either party with respect to its obligations under this Agreement or to the public. Accordingly, neither party may implement any change, update, enhancement or other modification (each a “**Software Change**”) to any software without first (1) giving the other party notice of the proposed Software Change, (2) jointly researching and testing for any Software Change for any adverse effects on the other party’s software systems to ensure no such adverse effect, and (3) mutual agreement to implement such Software Change, which agreement shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, neither party shall be in breach of this article with respect to any software update imposed by the vendor as a condition to the vendor’s continued support for that software, but only if such update has no adverse effect on functionality or the ability of the software of the other party to function in the same manner as prior to any such update.

Both parties agree to ensure system alerts are in place to provide notification of when a system or interface is down.

III. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

IV. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article II, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.

- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not, become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

VIII. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

IX. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

X. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- C. The provisions of Articles V and VII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XI. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Emergent Health Partners, Inc.
1200 State Circle
Ann Arbor, Michigan 48108
Attn. Ron Slagell, President and CEO

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Fire Chief Mike Kennedy
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIII. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XIV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation

on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

XV. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVI. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XVIII. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

IX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Ron Slagell, CEO

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Mike Kennedy, Fire Chief
Service Area Administrator

Milton Dohoney Jr., Interim City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

General

EHP agrees to adopt and enforce such guidelines within EHP as are reasonably necessary to see to it that EHP personnel perform the Services in accordance with the provisions of this Agreement, that they properly use and maintain the radio equipment required by this Agreement, and otherwise do what is required for the smooth operation of the dispatching services contemplated by this Agreement.

Definitions

Fire Services means an emergency or non-emergency request for fire department response to any incident, call for service, or public service request for response within the City of Ann Arbor or outside of the City as an external mutual aid request to the City.

Responder means on-duty personnel of AAFD operating in an official capacity.

Unit means any fire truck or ambulance.

Specifications:

EHP shall provide to the Ann Arbor Fire Department (“AAFD”) all of the services outlined below on an “as needed” basis, twenty-four hours per day, three hundred and sixty-five (365) days per year, pursuant to the terms of this Agreement and in accordance with the following specifications:

I. Communications and Dispatch Services

EHP shall:

- A. Provide technical communications, inclusive of computer aided dispatch interfaces and dispatch services, for the purposes of monitoring and receiving requests from residents for Fire Services, relaying information to and from Responders, and recording all radio and telephone requests received by the City for Fire Services. Technical communications services as the term is used in the prior sentence, includes maintenance; repair/ replacement of equipment and the integration of computer aided dispatch interfaces for the operation and use of the equipment in accord with manufacturer’s operating specifications/instructions and in accord with established patterns of use, as these may change from time to time. Each party shall be responsible for the cost of its own equipment and software for any computer aided dispatch interfaces.
- B. Implement, maintain and sustain all current and future technology platforms and interfaces, including but not limited to fire record management, fire station alerting, notification applications for smart phones, and mobile computing solutions. Ensure that system alerts are in place to provide notification of when a system or interface is down. The cost of any license required in connection with technology interfaces implemented in the future shall be the responsibility of the respective party requiring the license.

- C. Dispatch Responders pursuant to direction and procedures established on behalf of the City by the AAFD Chief.
- D. Maintain radio frequency coordination on the Michigan Public Safety Communications System (MPSCS) with the City.
- E. Identify within the dispatch center one dedicated fire dispatcher through a physical indicator such as a light, sign or other appropriate electronic means, to ensure that all other dispatch personnel on duty are aware of who is acting as the dedicated fire dispatcher.
- F. Use commercially reasonable efforts, but not be required, to achieve answering all incoming 9-1-1 calls in accordance with the National Emergency Number Association (NENA) Standard/Model Recommendation NENA 56-005.1, June 10, 2006, Revised 8/31/2017.
- G. Use commercially reasonable efforts, but not be required, to process all incoming calls for Fire Services so as to meet the National Fire Protection Association (NFPA) standard 1221-2019 edition (NFPA 1221-7.4.2), provided that, consistent with the NFPA standard, the City acknowledges that additional time may be necessary for reports involving Emergency Medical Dispatch (EMD) protocols such as medical interrogation and pre-arrival instructions, foreign languages, the deaf, hazardous materials, technical rescue, and circumstances that might compromise Responder safety, and calls that require determining the location of the alarm due to insufficient information.

II. Records and Reporting

EHP shall:

- A. Maintain appropriate business logs, reasonably approved as to form and content on behalf of the City by the AAFD Chief, to document each response of a Responder to a request for services, including message and times, pursuant to guidelines, policies, procedures and protocols established by EHP.
- B. Within fifteen (15) days after each calendar month during the Term, submit a report to the City in a form reasonably approved by the AAFD Chief of 911 call segments, including: time of EHP receipt of call, time of EHP answering of call, time of Unit dispatch, time of Unit enroute, time of Unit arrival, time of Unit clear of incident. The report shall bifurcate distinctly and accurately the times for EHP, the AAFD, and AAFD unit times. The report shall specify the type of calls processed each month by incident category. This report shall include the mean times, standard deviation and longest times for the time from EHP receipt of call to AAFD Unit dispatch.
- C. Submit copies of such books and records of EHP to the City as may be reasonably necessary and relevant to verify the number of dispatches made by EHP under this Agreement.

- D. Cooperate fully with the City in the development, preparation, and filing of administrative and/or financial reports with respect to this Agreement as may be reasonably required by the City, including but not limited to the City's annual audit.
- E. Report to the City in writing any EHP act or omission related to this Agreement that may have resulted in a significant threat to health, loss of life, or significant property loss, within two business days of the identification of a failure; submit to the City a written plan of correction within 30 days of such act or omission.

III. Telecommunications Equipment; Software

EHP shall not change any information technology systems for the receipt of all its dispatching communications/messages without the City's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned.

EHP shall continue working with City staff to correct the outstanding issues created by the 2018 Logis implementation:

- A. EMS and NFIRS CAD Times
 - The utilization of the initial EHP emergency response resource's time of call does not accurately represent when an AAFD resource is dispatched, which misrepresents AAFD response performance times during emergency incidents.
- B. Depot Stops: Secured and Unsecured Scenes
 - The interface involved still does not address situations where AAFD resources are traveling enroute to a reported scene, which then becomes unsecured. In LOGIS, a new transport segment is created and that timestamp overwrites the actual unit dispatch time from the station with the time the scene became unsecure.
 - Dispatcher should not tell a unit to go enroute a second time when a scene becomes unsecure. A fire unit only has one enroute time and that is when they leave the station.
- C. Revert / Incorrect Status (Times) Changes.
 - Due to LOGIS's operating capability, the reverted / corrected time is not refreshed / revised by LOGIS and subsequently does not deliver the correct time. This is a LOGIS functionality issue, not an Image Trend issue.
- D. Server Heartbeat / Interface Failure Notification Capability.
 - This feature will provide advance warning of a system being down without having to discover such conditions during an emergency response.

IV. Personnel

- A. EHP, its officers and employees, in their capacity as providing communications and dispatch services pursuant to or as a result of this Agreement, shall not participate in the actual performance of Fire Services or physically responding to calls for Fire Services in the City.

- B. EHP shall maintain sufficient staff so that it can provide at least one dispatcher assigned exclusively to fire dispatch 24 hours per day, 365 days per year.
- C. EHP fire dispatchers assigned will follow written direction and procedures provided to EHP by the AAFD Chief when dispatching City resources under this Agreement.

V. Facility

EHP shall provide and maintain an appropriate facility for the performance of the Services, including all services and accommodations reasonably related to the Services.

I. Meetings

EHP's Chief Operating Officer and such other leadership that EHP deems appropriate shall attend regular meetings at least once every three months with City representative(s) to be scheduled at a time, date, and location that is mutually agreeable to the Parties. The City, in its sole discretion, may allow longer intervals between such meetings.

In the event the City determines that an event or situation requires immediate attention, the City may request a special meeting with EHP to address the same and EHP's Chief Operating Officer and such other leadership that EHP deems appropriate shall schedule a meeting with representative(s) of the City within two (2) business days after receipt of such request. Such meetings may be held in person, by conference telephone, or video conference.

**EXHIBIT B
COMPENSATION**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below states nature and amount of compensation the Contractor may charge the City:

Fixed fee per month starting July 1, 2022 through June 30, 2023: \$11,393.84 / month
(\$136,726.08 / fiscal year)

Fixed fee per month starting July 1, 2023 through June 30, 2024: \$11,963.53 / month
(\$143,562.36 / fiscal year)

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance for the Ambulance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000. The City of Ann Arbor shall be an additional insured.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.