

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
HURON VALLEY AMBULANCE, INC. AND THE CITY OF ANN ARBOR
FOR THE PROVISION OF A BASIC LIFE SUPPORT AMBULANCE**

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 Huron Valley Ambulance, Inc. (“HVA”), a Michigan nonprofit corporation, with its address at 1200 State Cir., Ann Arbor, Michigan 48108. City and HVA may also be referred to herein individually as “Party,” or collectively as the “Parties.” The Parties agree as follows:

RECITALS

WHEREAS, HVA is a licensed life support agency (“LSA”) authorized by the State of Michigan and the Washtenaw-Livingston Medical Control Authority (“WLMCA”) to provide emergency response ambulance services in Washtenaw County, including the City of Ann Arbor; and

WHEREAS, due to the Covid-19 Pandemic, and other reasons, HVA is facing a significant staffing crisis due to a shortage of licensed emergency medical technicians (EMTs) available to staff its ambulances in Washtenaw County, including the City of Ann Arbor; and

WHEREAS, to promote the health, safety, and general welfare of the public the City desires to ensure the provision of timely ambulance services within Washtenaw County, including the City of Ann Arbor, the City is ready, willing, and able to provide licensed EMTs employed by the City to staff one HVA ambulance for its exclusive use; and

NOW THEREFORE, it is agreed as follows:

I. DEFINITIONS

- **“Administering Service Area/Unit”** means the City’s Safety Services – Fire Services.
- **“Contract Administrator”** means Fire Chief Mike Kennedy, acting personally or through any assistant authorized by the Administrator/Manager of the Administering Service Area/Unit.
- **“Deliverables”** means the provision of one ambulance by HVA to the City for its exclusive use and staffing, together with all related Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered by the Parties under this Agreement.
- **“Exclusive Use”** shall mean the City’s exclusive use of the HVA BLS ambulance during the term of this agreement.
- **“Safety Net Ambulance”** shall refer to the ambulance provided by HVA to the City under this Agreement.

II. TERM & DURATION

This Agreement shall commence on June 6, 2022 (“Commencement Date”) and shall remain in effect for six (6) months (182 days) from that day unless terminated earlier in accordance with the terms of Article XI of this Agreement. 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 6 months from the start date. This agreement may be renewed for up to one additional six-month term by mutual party written consent.

III. SERVICES

- A. HVA agrees to provide a Basic Life Support (“BLS”) ambulance (the “Safety Net Ambulance”) appropriately licensed by the State of Michigan for the City’s exclusive use and to provide all necessary maintenance, licensing, insurance, and equipment and medical supplies on the vehicle, training of City personnel, and billing for ambulance transport (“Services”) in connection with the Project, as more fully described in Exhibit A. The City and HVA may agree by prior mutual written consent to provide additional BLS ambulances to be staffed by City in accordance with all other terms of this Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made jointly by the Contract Administrator and HVA Chief Operating Officer (“COO”) Paul Hood.
- C. HVA and City shall perform Services in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. HVA shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors, unless specifically stated otherwise in this Agreement.
- D. City shall staff HVA ambulances with qualified employees who hold a valid Michigan driver’s license, a current and valid EMT license, and are certified by both the State of Michigan and the WLMCA to provide BLS in Michigan and Washtenaw County, including the City of Ann Arbor, Michigan.

IV. 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 in this Agreement 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 expressed or implied, shall arise or accrue to any Party as a result of this Agreement.

Neither Party shall have any authority to execute any contract or agreement on behalf of the other Party, other than this Agreement, and neither Party shall be granted any authority to assume or create any obligation or liability on behalf of the other Party, or to bind the other Party in any way other than what is provided in this Agreement.

V. COMPENSATION

- A. The City shall be compensated by HVA 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 City to HVA after approved by HVA.
- B. The City shall be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of HVA.
- C. The City shall keep complete records of work performed (e.g., tasks performed, hours allocated, etc.) so that HVA may verify invoices submitted by the City. Such records shall be made available to HVA upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. HVA 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 HVA, any of its subcontractors, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, HVA shall provide to the City the appropriate certificates of insurance and necessary endorsements naming the City as an additional insured under HVA's policy and shall provide documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. HVA shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, HVA shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurer used by HVA to underwrite the insurance policies referenced in Section VI (A) of this Agreement 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, HVA 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 HVA 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, gross negligence, or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. HVA agrees to comply with the nondiscrimination provisions of MCL 37.2209. HVA 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. City and HVA agree that HVA shall not be considered a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code in the context of this Agreement, which provides for the City to staff an HVA BLS ambulance with City employees, who shall not be considered employees of HVA for any purposes under this Agreement.

VIII. WARRANTIES BY THE PARTIES

- A. The Parties warrant that the quality of their Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Parties warrant that they have all the skills, experience, appropriate training, and all required operator and professional licenses necessary to perform the Services pursuant to this Agreement.
- C. The Parties warrant that they have available or will engage, at their own expense, sufficient appropriately trained employees to provide the Services pursuant to this Agreement.
- D. The Parties warrant that they have no personal or financial interest in the Project other than the fees received as set forth under this Agreement. The Parties further certify that they shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services they are to provide pursuant to this Agreement. Further, the Parties agree and certify that they do not and will not employ or engage any person with a personal or financial interest in this Agreement, other than as set forth in this agreement.
- E. HVA 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.
- F. The Parties warrant that their proposal for services was made in good faith, they arrived at the costs of their individual 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 Parties 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 both parties represent and warrant that they have express authority to sign this Agreement.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give HVA 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 HVA of any defects in the Services of which the Contract Administrator has actual notice.
- C. The City shall perform all Services outlined in Exhibit A (Scope of Services) to this Agreement.

X. ASSIGNMENT

- A. Neither Party shall subcontract or assign any portion of any right or obligation under this Agreement without prior written consent of the other Party. Notwithstanding any consent given by either Party to any assignment, both Parties 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 other Party.

XI. TERMINATION OF AGREEMENT

- A. Either party may terminate this Agreement for any reason, including convenience and without cause, by providing the other party a 24-hour written notice to terminate, without incurring any penalty, expense or liability. Any form of written correspondence, including email correspondence shall constitute written notice to terminate.
- B. HVA 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 participation 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 HVA. The Contract Administrator shall give HVA written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- C. The provisions of Articles VI and VIII 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 both Parties' obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. 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 affect its right to require strict performance of this Agreement.

XIII. 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.

Any and all written Notices related to this Agreement sent to HVA shall be directed and addressed to:

Huron Valley Ambulance, Inc.
1200 State Circle
Ann Arbor, Michigan 48108
Attn. Ron Slagell, President and CEO

Any and all written Notices related to this Agreement shall be sent to the CITY shall be directed and addressed to:

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

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

XIV. 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.

XV. CONFIDENTIALITY & OWNERSHIP OF DOCUMENTS

- A. **Confidential Patient Health Information.** Both parties shall comply with Michigan and federal laws pertaining to the confidentiality, use, and disclosure of patient health information, including, but not limited to, State of Michigan patient record confidentiality, the Health Insurance Portability and Accountability Act (HIPAA), and any and all applicable rules promulgated thereunder.
- B. **Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by employees of the City and/or obtained by HVA under the terms of this Agreement shall be delivered to and become the property of HVA. However, City shall have full access to all documents created and/or generated as a result of this agreement, and HVA agrees to make all such documents accessible to the City for and, in connection with, requests under the Michigan Freedom of Information Act ("FOIA"), except those containing confidential private health information ("PHI"), and any other privileged or statutorily exempt records. Any and all patient care records, including, but not limited to, the ambulance Patient Care Record (PCR), aka ambulance "Run Sheet," as well as any other ambulance run records (i.e., dispatch logs, equipment checklist, etc.), investigation reports (i.e., Incident Reports), and other data shall remain in the possession of and custody of HVA, but shall be made available, upon request, to the City without restriction or limitation on their use, other than as provided by state or federal law. The City acknowledges that the documents are prepared only for purposes of the Services provided under this Agreement.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Both parties certify that they have no financial interest in the Services to be provided under this Agreement, other than the compensation specified herein. HVA 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.

XVII. 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.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with Exhibits A, B, and C, constitutes the entire understanding between the Parties 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 an authorized representative of each Party, 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.

XIX. 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.

XX. 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.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR HURON VALLEY AMBULLANCE

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

Milton Dohoney Jr., Interim City Administrator

Mike Kennedy, Fire Chief
Service Area Administrator

Approved as to form and content

Atleen Kaur, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

HURON VALLEY AMBULANCE SERVICES

HVA shall provide to City a fully functional, licensed, and insured Basic Life Support (“BLS”) ambulance (the “Safety Net Ambulance” or “Ambulance” or the “Unit”) for the City’s Dedicated Use. The Ambulance shall be operated by the City within the existing Emergency Medical System (“EMS”), under the protocols set forth by the Washtenaw / Livingston Medical Control Authority (WLMCA).

Dedicated Use. The Ambulance shall be provided by HVA to the City for its sole and dedicated use throughout the duration of this Agreement. The City will store the Ambulance in a City facility.

Licensing. HVA is responsible for ensuring that the Ambulance is properly licensed in accordance with the licensing provisions of Part 209 of the Public Health Code, more commonly known as the “Emergency Medical Services Act.”

Training. HVA shall provide “in-person” training to all employees designated by the City to provide Basic EMT/BLS services on the HVA Safety Net Ambulance, which shall include training for the safe operation of the Safety Net Ambulance and instruction for the appropriate and acceptable preparation and completion of the patient care record. All training provided by HVA related to this Agreement shall be provided by qualified instructors holding all necessary certifications to provide such training.

HVA shall provide only general training to those City employees who will be staffing an HVA ambulance pursuant to this Agreement. The general training provided by HVA shall consist of a training module providing general information about the operation of the HVA ambulance and related equipment, patient transport to the hospital, including radio communications with hospital personnel, transfer of care to the hospital, and other related functions. The Parties agree that HVA shall not be responsible to provide City employees with any training related to the regular function of a Basic EMT licensed in the State of Michigan, including training with regard to WLMCA Protocols, and/or any other matters related to the standard of care of a licensed EMT in Michigan.

Only City personnel assigned and/or designated by the City to staff HVA’s ambulances will be included in the indicated training provided by HVA.

Maintenance. HVA shall maintain the Ambulance in good and working condition for operation as a BLS vehicle for response to emergency calls, including the provision of all necessary equipment and medical supplies required on the Ambulance. The Ambulance will be maintained in accordance with the regular maintenance schedule for HVA’s fleet. HVA will contact the City to schedule and perform all necessary mechanical inspections and maintenance tasks, including, but not limited to, tune-ups, tire rotations, oil changes, brake inspections and replacement, and all other necessary repairs. City will deliver the Ambulance to HVA’s headquarters, located at 1200 State Circle, Ann Arbor, Michigan, for its regularly scheduled maintenance and the Ambulance will be unavailable to the City for a maximum period of twenty-four (24) hours.

Equipment and Supplies. The City will keep a record of all supplies used in the Ambulance and HVA will replenish all supplies used on a monthly basis.

Fuel. HVA will supply the City with a Speedway (or other vendor as specified by the vendor) fuel card for the City's use in fueling the Ambulance.

Billing. HVA shall bill the patient in accordance with HVA's billing practices for each transport performed by the City using the Ambulance.

Payment to City. HVA shall pay the City a flat one-time fee of One Hundred and Twenty-Five Dollars (\$125.00) for each completed transport of a patient, regardless of the amount of reimbursement received by HVA pursuant to the terms more fully set forth in **Exhibit B** to this Agreement.

CITY OF ANN ARBOR SERVICES

The City shall ensure that all EMTs used to staff any HVA Safety Net Ambulance shall have a valid Michigan driver's license, a valid and current EMT license, are certified to provide BLS and are otherwise qualified to staff and deliver basic life support (BLS) to patients on the Ambulance Unit provided to the City by HVA under the terms of this agreement. The City shall staff the HVA Ambulance on a 24-hour-per-day and seven-days-per-week ("24/7") basis, as more fully set forth below. The City shall have the discretion to remove the SafetyNet Ambulance out of service for operational needs. EHP Dispatch will be notified by City in the event that City takes the Unit out of service.

Radio Communications, Dispatch Protocol & Decision to Load and Transport.

- a. The Safety Net Ambulance Unit shall function as Rescue 1-1 for the City with the call sign of "Rescue 1-1." The Ambulance (Rescue 1-1) will be dispatched in accordance with the current dispatch protocols established by the City for Rescue 1-1. Rescue 1-1, and any other City unit that may respond pursuant to this Agreement, shall be dispatched by HVA's Dispatch Center operated by Emergent Health Partners ("EHP").
- b. The Safety Net Ambulance provided by HVA shall respond to incidents in the City of Ann Arbor as dispatched by a EHP dispatcher authorized to dispatch the ambulance in the City of Ann Arbor in accordance with WLMCA System Protocols for Ground Ambulance Service Dispatch (Section 8-12). The Safety Net Ambulance shall respond to the two following Response Zones in the City:
 - Zone (1)-the area where Rescue 1-1 would normally respond to in the City of Ann Arbor; and
 - Zone (2)- areas outside of Zone (1) where Rescue 1-1 responds due to a significant delay on the part of another HVA ambulance normally responding to that area.City shall follow WLCMA protocols for all transport and advanced life support unit intercept decisions.
- c. In the event that the Safety Net Ambulance is requested to respond to a critical patient in another jurisdiction by a mutual aid fire department, City may respond to such other jurisdiction only after coordinating such response with the EHP dispatch center and the Ann Arbor Fire Department ("AAFD").
- d. The Ambulance will be staffed 24/7 by City employees and shall not be "jump staffed" if HVA has no available transport units.
- e. Both parties shall employ all reasonable and legally required measures to ensure that all communications remain compliant with HIPAA.

Accidents/Ambulance Damage. Subject to prior approval by HVA's insurers, in the event that City personnel are involved in a traffic accident resulting in damage to the Ambulance, HVA agrees to submit any claim for damage to the vehicle to HVA's insurer, subject to all applicable contract and statutory requirements. If the Ambulance is rendered totally inoperable and unable to be repaired, HVA may terminate this Agreement.

City Obligations. City shall provide a location to house the Ambulance and shall staff the Ambulance for emergency calls with appropriately licensed personnel. The City's licensed personnel shall be responsible for preparing and submitting all Patient Care Reports ("PCRs") on a timely basis for all patients for which the City personnel provided care and/or transport. The City will provide to HVA a copy of the PCR completed by City personnel on each call. City personnel will participate in training and quality review processes performed by HVA and will agree to maintain strict confidentiality of any such quality review processes. The City shall be solely responsible for providing and paying for worker's compensation coverage for all of City personnel while operating the Ambulance.

**EXHIBIT B
COMPENSATION**

General

The City shall not be responsible for any compensation or payment to HVA under this Agreement.

HVA shall bill the patient in accordance with HVA's billing practices for each transport performed by the City using the Ambulance. HVA shall receive 100% of the fees reimbursed by the patient and/or patient's insurer and/or guarantor for any services provided under the terms of this agreement.

HVA shall pay the City One Hundred and Twenty-Five Dollars (\$125.00) for each completed transport of a patient, regardless of HVA's reimbursement.

**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, HVA shall have, at a minimum, the following insurance, including all endorsements necessary for HVA to have or provide the required coverage.

- A. HVA 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, Employer's 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, HVA 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. HVA 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, HVA 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.