

G&H AMBULANCE SERVICE INC.

P.O. BOX 34

HUDSON, ME. 04449

207-356-8545

Agreement for Ambulance Service for the Town of Hudson

This AGREEMENT made this 1 day of 08, 2022 between the Inhabitants of the Town of Hudson, a municipal corporation with offices at Hudson, Maine (hereinafter referred to as TOWN), and G&H Ambulance Service, Inc., a not-for-profit corporation of the State of Maine with its registered office in Hudson, Maine (hereafter referred to as SERVICE).

In consideration of the agreements and covenants contained herein, the parties agree as follows:

1. The TOWN agrees to contract with the SERVICE for the provision of ambulance and/or rescue services for a period of ten years from the date of this AGREEMENT, naming the SERVICE as the TOWN's primary provider of such services.
2. The SERVICE agrees to:
 - a. Maintain its status as a not-for-profit corporation and comply with all the requirements of Title 13-B MRSA, Section 401, et. Seg. Relating to not-for-profit corporations, and to keep in full force and effect and to keep in good standing its licenses, permits, and approvals by the State of Maine and any applicable political subdivision or municipality, or business, or hospital association of the State of Maine, as a bona fide and fully operational ambulance service with fully operational and licensed, registered and insured ambulance personnel and patient transporting vehicle(s). Renewal of licenses and insurances will be provided to Town on renewal.
 - b. Comply with all governmental laws, orders, ordinances, and regulations and with any directive of any public officer or official pursuant to law regarding its ambulance service provided.

c. Provide ambulance service to TOWN, which shall include maintaining a mutual aid agreement, when obtainable, with a full-time paramedic service and utilizing such service as necessary to supplement existing service.

d. Provide an annual report to the Hudson selectmen. Such annual report shall contain a summary of the calendar year's emergency ambulance calls and will be provided as soon as practical after such data is made available to the SERVICE from applicable governmental reporting agency.

e. Acknowledge that it is a private independent contractor with the TOWN, and it shall protect, indemnify, and hold harmless the TOWN and any officer, official, employee, and agent of the TOWN, for any damage or injury or death to any person or property, by negligence or otherwise, that may occur in the performance of its ambulance services both within and outside the borders of the TOWN, and from any suit or judgment or other things or doings whatsoever that may occur in such performance of its ambulance services or resulting there from, including costs of court and reasonable attorney fees.

f. Maintain during the entire term hereunder, or any extension thereof, an active Board of Directors. The membership of such Board of Directors shall include one member as recommended by the Selectmen of Hudson. This member will need to be approved by current Board, per By-Laws. If Board does not vote to approve, TOWN will need to provide another option. The term of service for such members will be a period of three years from the date of acceptance by the Board of Directors, or in the case of the SERVICE no longer covering the TOWN.

g. Maintain directors' and officers' liability insurance of not less than one million dollars (\$1,000,000) medical malpractice insurance of not less than one million dollars (\$1,000,000) per incident and two million dollars (\$1,000,000) aggregate, and the bonding of the treasurer of the service and or its designee.

3. The TOWN will allow the SERVICE use of the Fire Department for Truck or equipment storage as needed and available; this will be coordinated between the Fire Chief and SERVICE Chief. SERVICE will have and carry insurance covering their equipment while being stored at the Fire Station. For a duration of time up to 2026 and if they have not found suitable accommodations at that time the board can extend the time frame.

4. The failure of the TOWN or the SERVICE to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be

deemed to be a waiver by said other party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this AGREEMENT, shall be deemed a waiver of such provision or of a subsequent breach of the same or any other provision. No waivers, alterations, or modifications of this AGREEMENT shall be valid unless in writing, duly executed by both parties.

5. Should question arise by either party as to the compliance with the terms of this AGREEMENT, such concerns shall be raised by written communication to the other party. The notified party will have fourteen (14) days to respond in writing to the concerns, after which time the concern maybe brought before the Hudson selectman. The TOWN agrees to not take any action which may affect the ability of the SERVICE to operate its business, or otherwise impair the ability of the SERVICE to continue as a going-concern, unless the SERVICE is in explicit breach of this AGREEMENT, and has been duly notified, with no successful resolution in accordance with these terms.

6. The SERVICE shall not assign this AGREEMENT or its rights hereunder without the prior written consent of the TOWN.

7. If any covenant, provision, or condition of this AGREEMENT or the application thereof to any person or circumstance shall be declared to any extent to be invalid or unenforceable, the remainder of its AGREEMENT, or application thereof shall remain in full force or effect.

8. The covenants, provisions, and conditions contained in this AGREEMENT constitute the entire agreement between the parties and shall supersede all previous written communications, representations, or agreements, either verbal written, between the parties with respect to the subject matter of this AGREEMENT.

9. Either group may terminate this AGREEMENT upon 60 days advanced written notice to the other party.

10. The SERVICE agrees to offer equipment assistance, in replacing supplies on calls to Hudson Rescue, assist with operations of the service through joint trainings and

meetings monthly, and offer yearly stipend to membership for service given during the fiscal year.

IN WITNESS WHEREOF, the parties hereto by their duty authorized representative sign and seal this AGREEMENT to be effective on the day and year first-above written.

NOTIRIZED BY: Katie Gromed
Dep Chief Elliott

Chief G&H Ambulance Service Inc.

WITNESS: Joy With

KELIE LYNN GRAY
Notary Public, State of Maine
My Commission Expires 1/7/2028

Town Of Hudson Selectman

Norman Veazie
NORMAN VEAZIE

Derek Goodman
DEREK GOODMAN

Michael S. Kelley
Michael S. Kelley

Roger V Gray
Roger V Gray

Dean Gray
Dean Gray