



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

December 18, 2018

Lifeguard Ambulance Service, LLC
d/b/a MedStar EMS
950 22nd Street North, Suite 800
Birmingham, Alabama 35203

Lifeguard Ambulance Service, LLC
1001 Boardwalk Springs Place, Suite 250
O'Fallon, Missouri 63368
ATTN: General Counsel

Lifeguard Ambulance Service, LLC
d/b/a Medstar EMS
106 Highway 59 S
Summerdale, Alabama 36580

RE: Contract for Professional Emergency Medical and Ambulatory Services - Lifeguard Ambulance Services, LLC d/b/a Medstar EMS

Dear Sir or Madam:

The Baldwin County Commission, during its regularly scheduled meeting held on December 18, 2018, approved the **enclosed** *Contract for Professional Emergency Medical and Ambulatory Services* between the Baldwin County Commission and Lifeguard Ambulance Service, LLC d/b/a Medstar EMS. This *Contract* shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months, or upon a written notification thereof received by either party within the required thirty (30) day period.

This Contract will replace, supersede, and make null and void the previous *Contract for Professional Emergency Medical and Ambulatory Services* between Baldwin County Commission and Medstar EMS, which was approved by the Baldwin County Commission on December 5, 2017.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-6833 or Jessie Peacock, Assistant Emergency Management Agency Director, at (251) 972-8533.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CFG/met Item BK2

cc: Jessie Peacock
Scott Wallace

ENCLOSURE

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL EMERGENCY MEDICAL AND AMBULATORY SERVICES

This Contract for **Professional Emergency Medical and Ambulatory Services** is made and entered into by and between the County of Baldwin, acting by and through its governing body, the Baldwin County Commission (hereinafter "COUNTY") and Lifeguard Ambulance Service LLC, dba MedStar EMA (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, Baldwin County, Alabama, by reason of its geographical location, is exposed from time to time to the threat and landfall of hurricanes; and

Whereas, said hurricanes have been, and are anticipated to be, of such scope and severity that declarations of emergency from local, state, and federal agencies have been, and are anticipated to be necessary; and

Whereas, the County undertakes to provide various shelters for the occupation and protection of persons in need during the event of said hurricanes; and

Whereas, it is desirable to have on hand at said shelters professional emergency medical and ambulatory services within Baldwin County; and

Whereas, Provider is ready, willing and able to provide emergency medical and ambulatory services at shelters established by County in the event of hurricanes as aforesaid, and County desires to retain Provider to so provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
 - i. COUNTY: Baldwin County, Alabama
 - ii. COMMISSION: Baldwin County Commission
 - iii. PROVIDER: Lifeguard Ambulance Service, LLC, dba MedStar EMS

- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, professional emergency medical and ambulatory services as hereinafter set forth. This document shall serve as the binding contract for the services PROVIDER. PROVIDER shall commence performance of the said services as and at the

times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

- III. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision

hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- XI.** Entire Agreement. This Agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XII.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII.** Assignment. This contract or any interest herein shall not be assigned, transferred or otherwise encumbered by the PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV.** Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Lifeguard Ambulance Service, LLC, dba
MedStar EMS
950 22nd Street North, Suite 800
Birmingham, AL 35203

COPY TO: Attn: General Counsel
1001 Boardwalk Springs Place
Suite 250
O'Fallon, MO 63368

COUNTY: Baldwin County Commission
C/O Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

- XVI.** Services to be Rendered and Timing thereof.

- a) PROVIDER is retained by the COUNTY as a professionally-qualified provider of emergency medical and ambulatory services. The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon, and only in the event COUNTY establishes and opens hurricane shelters in relation to a declared local emergency. The general scope of work for he services will encompass:

Transport Crew stationed at each open shelter facility at a cost not to exceed \$120.00 per hour. Each unit will have one EMT and one Paramedic and necessary equipment to respond to and facilitate medical emergencies, and to conduct transports as necessary. The unit will be stationed from opening until closing of the shelter facility, up to eight facilities. The following shelter facilities are the subject of this agreement, and will be opened on an as needed basis.

- I. Baldwin County Coliseum
- II. Baldwin County Level II Shelter
- III. Bay Minette Middle School
- IV. Daphne East Elementary
- V. Foley Satellite Courthouse
- VI. Fairhope Satellite Courthouse

- b) In addition to the aforementioned shelters, the PROVIDER agrees to provide supplemental and/or backup services at the shelters listed below upon request by the Baldwin County EMA Director or his/her designee:

- I. Baldwin County High School
- II. Baldwin County Level II Community Shelter
- III. Bay Minette Middle School

- c) PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc., as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- d) PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- e) PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- a) The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually observes or otherwise actually

becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

- b) The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice. In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this CONTRACT, shall not be considered as part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid at a rate not to exceed \$120.00 per hour for each Transport Crew stationed at a shelter in accordance with Section XVI. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Number of Originals. This Agreement shall be executed with two originals, either of which is equally valid as an original.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY:

ATTEST:

Charles F. Gruber
Charles F. Gruber
Chairman

1/12/18/18
Date

Ronald J. Cink
Ronald J. Cink
County Administrator/Budget Director

1/12/18/18
Date

STATE OF ALABAMA)

COUNTY OF BALDWIN)

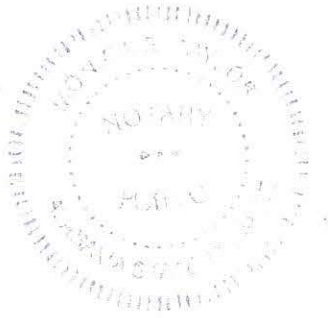
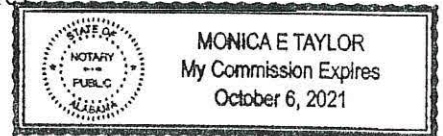
I, the undersigned authority, a Notary Public, in and for said County, in said State hereby certify that Charles F. Gruber, and Ronald J. Cink, as Chairman and County Administrator/Budget Director, of the Baldwin County Commission, respectively, and whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this date, that they executed the same voluntarily for and as an act of the Baldwin County Commission.

GIVEN under my hand and seal this the 18th day of December, 2018.

Monica E. Taylor

Notary Public

My Commission Expires:



LIFEGUARD AMBULANCE SERVICE, LLC dba MEDSTAR EMS

Brett Jovanovich 11/13/2018
Brett Jovanovich Date
President

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for said County, in said State hereby certify that BRETT JOVANOVICH, whose name as Lifeguard Ambulance Service, LLC, dba MedStar EMS, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, that he/she, as such officer and with full authority executed the same on behalf of said limited liability company.

GIVEN under my hand and seal this the 13 day of NOVEMBER, 2018.

[Signature]
Notary Public
My Commission Expires: _____

My Commission Expires
October 21, 2022