

**AGREEMENT FOR AMBULANCE SERVICES BETWEEN
THE CITY OF RAPID CITY AND THE CITY OF SUMMERSET**

This Agreement for Ambulance Services (“Agreement”) is entered into effective as of December 28, 2018 (the “Effective Date”), by and between the City of Rapid City, of 300 Sixth Street, Rapid City, SD 57701 (hereinafter referred to as “Rapid City”) and the City of Summerset, of 7055 Leisure Lane, Summerset, SD 57718 (hereinafter “Summerset”).

WHEREAS, Rapid City has established the Rapid City Fire Department (“RCFD”) to provide fire protection, fire prevention, emergency medical response, and ambulance transport services to Rapid City; and

WHEREAS, RCFD is a licensed provider of both advanced and basic life support ambulance service that employs licensed or certified paramedics and EMT’s to provide such services; and

WHEREAS, RCFD maintains a fleet of ambulances that meet or exceed federal specifications, and are State of South Dakota licensed and inspected; and

WHEREAS, RCFD’s primary service area is Rapid City and Pennington County; and

WHEREAS, Summerset desires that RCFD provide ambulance services to those areas of Summerset that are not located within an ambulance district.

NOW THEREFORE, it is agreed by the parties as follows:

1. Recitals. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference as if fully set forth as agreements of the parties.
2. Response Area. The response area that is the subject of this Agreement is all of the property located within the corporate limits of the City of Summerset, with the exception of the property located within the Piedmont Ambulance District or any other ambulance district.
3. Services by RCFD. All requests for ambulance service by RCFD in the Response Area shall be routed through Pennington County 911. Upon notification by Pennington County 911 Dispatch, RCFD shall respond to the scene of an incident in the Response Area with appropriate resources as dictated by the Medical Priority Dispatch system in use by Pennington County 911. On arrival at an incident, RCFD personnel shall render treatment and provide transport as deemed appropriate subject to Rapid City/Pennington County Advanced Life Support protocols and applicable medical control.
4. Mapping Information. Summerset shall provide RCFD and Pennington County 911 the most recently updated Summerset mapping information and map books that are available to help facilitate a timely response.

5. Major Incidents. In the event of a major disaster, as declared by an appropriate emergency management authority, requests from within the Response Area for ambulance service will be triaged and responded to as soon as possible along with all other requests for ambulance service outside of the actual incident.

6. Term. The initial term of this Agreement shall commence as of the Effective Date listed above, and shall terminate at 11:59 p.m. on December 31, 2019. Following the initial term, this Agreement shall automatically renew for subsequent one year periods unless earlier terminated as set forth below.

7. Consideration. In consideration for providing ambulance services inside the Response Area, Summerset shall pay RCFD a fee of Twenty-eight Thousand, Seven Hundred Fifty-six Dollars and Ninety-seven Cents (\$28,756.97) for the initial term. RCFD shall invoice Summerset for the amount due. Such invoice shall be due and payable 30 days after receipt. Upon renewal, the fee for each renewal term shall be adjusted by the most recent Consumer Price Index for Medical Care (CPI), as published by the Bureau of Labor Statistics. After five terms (the initial term and four renewal terms), the annual fee shall be recalculated with then-current information based upon the formula attached hereto as Exhibit A, which is incorporated herein as if fully set forth as an agreement of the parties. Such newly calculated fee shall be valid for one term and shall be adjusted by the CPI as described herein for the four renewal terms following. The annual fee shall be recalculated after every five terms, using the formula in Exhibit A with then-current information, for the duration of this Agreement. Every renewal term between recalculations shall have a CPI adjustment as described above.

8. Billing. The payment from Summerset as described above shall not be the exclusive compensation for services provided by RCFD. RCFD shall be allowed under this Agreement to bill individual patients or their third party payers/insurers for services rendered in connection with each call for service. RCFD shall bill all patients and/or their third party payers/insurers for ambulance services rendered in accordance with all applicable local, state and federal rules and regulations, and the rules of any applicable third party payer. RCFD shall be solely responsible for compliance with such rules and regulations in the creation, submission, and collection of its claims.

9. Confidentiality. Each party agrees that they may at times acquire patient information deemed confidential. Both parties agree to safeguard the privacy of any protected health information (PHI) regarding a patient. Such information may be disclosed only to authorized individuals and only in accordance with state and federal laws, rules, and regulations. The parties shall abide by all state and federal laws, rules and regulations pertaining to confidentiality and disclosure of mental health records, medical records, and other patient information.

10. Early Termination. This Agreement may be terminated by either party without cause upon ninety (90) days written notice. This Agreement may be terminated for cause in the event of material breach by the other party and failure to cure such breach within thirty (30) days of written notice specifying such breach.

11. Notices. All notices and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when either (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid) or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the addresses designated above.

12. Relationship between the Parties. The relationship of the parties is that of independent contractors. The parties are not, by virtue of this Agreement or otherwise, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other person, or to assert in any form or forum to the contrary. Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

13. Integration. This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, negotiations, and understandings, whether written or oral, relating to the subject matter hereof. This Agreement may only be amended by a written document duly executed by all parties.

14. Third Parties. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein shall give or be construed to give any person or entity, other than the parties hereto, their respective successors, and permitted assigns, any legal or equitable rights hereunder.

15. Cumulative Remedies. The rights and remedies under this Agreement are in addition to and not exclusive of any other rights, remedies, powers and privileges, whether at law or in equity, under this Agreement or otherwise, that any party may have against another. No failure to exercise and no delay in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude the exercise of any other right, power or privilege. No waiver of any breach or default of any covenant or agreement hereunder shall be deemed a waiver of any preceding or subsequent breach or default of the same or any other covenant or agreement.

16. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement.

17. Force Majeure. Neither party shall be liable for any delay or failure in performance due to any reason or unforeseen circumstance beyond the affected party's reasonable control, including shortages or delays in obtaining materials from suppliers that cannot reasonably be cured by obtaining the needed materials from another source, work stoppages not involving employees of either party that cannot reasonably be overcome, fires, riots, rebellions, wars, acts of terrorism, accidents, explosions, floods, storms, acts of God, and similar occurrences. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

18. Counterparts. This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Agreement.

19. Authority. This Agreement is made and entered into by the parties pursuant to the authority granted by SDCL 6-5-1 to exchange work upon the terms and conditions agreed upon by the governing bodies of the parties.

20. Further Action. The parties covenant and agree that each shall execute and deliver such further instruments or documents as shall be necessary or convenient to effectuate the purposes contemplated by this Agreement.

21. Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any party. The headings and numbering of the different paragraphs of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision. The parties agree that each party has reviewed this Agreement and has had the opportunity to have its counsel review the same. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

22. Waivers. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party waiving such term or provision.

23. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the state of South Dakota, without regard for its choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach of the terms thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the state of South Dakota, without regard for its choice-of-law principles.

24. Jurisdiction and Venue. The parties hereto explicitly agree to submit to the personal jurisdiction of South Dakota state courts, and any dispute relating to or arising out of this Agreement, or the breach of the terms thereof, whether sounding in contract, tort or otherwise, shall be decided solely and exclusively by the Pennington County Circuit Court located in Rapid City, South Dakota.

[Signature pages follow]

Dated this _____ day of _____, 2019.

CITY OF RAPID CITY

By _____
Steve Allender, Mayor

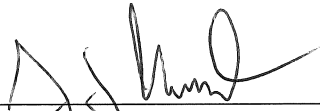
Attest

Pauline Sumption, Finance Officer

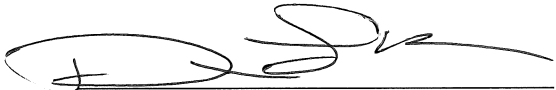
(seal)

Dated this 10 day of April, 2019.

CITY OF SUMMERSET

By 
George Mandas, Mayor

Attest


Debbie Muzio, Finance Officer

(seal)

