A-950

EMERGENCY AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT entered into between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, hereinafter referred to as the **"CITY"**, and **EXCEPTIONAL MEDICAL TRANSPORTATION, LLC** a corporation of the State of New Jersey, with offices located at 301 Allied Parkway, P.O. Box 19, West Berlin, New Jersey 08091, hereinafter referred to as the **"CONTRACTOR"**, pursuant to Resolution No. 554 adopted by City Council on July 19, 2023, a copy of which is attached hereto and made a part hereof.

W I T N E S S E T H:

That the CONTRACTOR has agreed and by these presents does, for itself, its successors and assigns, covenant, promise and agree to and with the CITY and its successors, and subject to the other penalties for nonperformance hereinafter stipulated, that the CONTRACTOR will furnish **AMBULANCE SERVICES IN THE CITY OF ATLANTIC CITY, NEW JERSEY, FOR A TERM OF ONE (1) YEAR COMMENCING ON JULY 1, 2023 AND ENDING JUNE 30, 2024,** for a **TOTAL SUM OF ZERO DOLLARS ($0).** In addition, the CONTRACTOR shall provide the City a sum of $192,000.00 per year to be paid in monthly installments of $16,000.00 per month representing reimbursement for costs to the City for 911, EMS, and BLS dispatching, due on the first day of each month of the contract term.

In accordance with the provisions of this Agreement and throughout the term thereof, the CONTRACTOR specifically agrees to provide ambulance service in strict accordance with the "SECTION 4: SCOPE AND BASIC OBLIGATIONS" of the accompanying Specifications and Instructions, and subject to the penalties concerning the delinquent performance of such services described therein.

The Specifications and Instructions for the within undertaking, approved and adopted by the City Council, and the CONTRACTOR'S Proposal therefore, received and publicly opened and read at a meeting of the Purchasing Division held July 11, 2023 are hereby made a part and parcel of this Agreement as fully as though each were set forth verbatim herein. Any work required by either of said documents and not by the other shall be performed as if denoted both

ways.

Insurance Requirements: Before commencing work, and as a condition precedent for payment, the CONTRACTOR shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense and indemnify the City against any such claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the CONTRACTOR's operations under this Agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the CONTRACTOR, any of its CONTRACTOR's, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the City, unless, caused by the sole negligence of the City.

Proof of this insurance shall be provided to the City before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of work, be deemed a waiver by the City of the CONTRACTOR's insurance obligations set forth herein.

In the event that the insurance company (ies) issuing the policy (ies) required by this section deny coverage to the City, the CONTRACTOR will defend and indemnify the City at the CONTRACTOR's expense.

The CONTRACTOR must obtain the required insurance with the carrier rated A-VII or better by A. M. Best. The CONTRACTOR shall maintain at least the limits of liability as set forth below:

Commercial General Liability Insurance

$ 1,000,000.00 Each Occurrence (Bodily Injury and Property Damage)
$ 2,000,000.00 General Aggregate
$ 2,000,000.00 Products/Completed Operations Aggregate
$ 1,000,000.00 Personal and Advertising Injury

Contractual liability that will respond to Indemnification shall be included in the policy. The

General Liability and Umbrella/Excess Liability policy Aggregate Limits shall apply separately to the project/location as defined in Section Two, Scope of Services. As an alternative, the CONTRACTOR may provide Commercial General Liability Insurance with no aggregate.

Comprehensive Automobile Liability Insurance

$ 1,000,000.00 Combined Single Limit Bodily Injury and Property Damage.

Coverage must include all owned, non-owned and hired vehicles used by the CONTRACTOR.

Workers' Compensation and Employers' Liability Insurance

$ 500,000.00 Each Accident
$ 500,000.00 Each Employee for Injury by Disease
$ 500,000.00 Aggregate for Injury by Disease

If the CONTRACTOR is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included". This requirement does not apply if inclusion is not allowed by law.

Professional Liability Insurance/Medical Malpractice

$1,000,000 Each Claim
$3,000,000 Aggregate

CONTRACTOR must confirm that the full limits are available, and they have not been reduced by other claims. If the policy is written on a "Claims Made" basis, the policy retroactive date must predate the effective date of this Agreement.

Other Conditions

The City, along with their respective elected or appointed officials, officers, agents, and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the CONTRACTOR's Commercial General Liability Policy, Business Auto Liability and Excess Policy all of which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this Agreement that it is the intent of the parties that any insurance obtained by the City is deemed excess, noncontributory and not co-primary in relation to the coverage (s) procured by the CONTRACTOR, any of its CONTRACTOR's,

officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operations of statute, government regulation or applicable case law. If the Contractor's policy limits are greater than the minimum limits noted above, the minimum limits required are automatically adjusted to those greater limits. A Waiver of Subrogation clause shall be added to the General Liability, Automobile Liability and Professional Liability policies in favor of the City and this clause shall apply to the City's elected or appointed officials, officers, agents, and employees. It should also apply to the CONTRACTOR's Worker's Compensation policy if allowed by state law.

Prior to commencement of work, CONTRACTOR shall submit a Certificate of Insurance in favor of the City and as an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder.

In any and all claims against the Additional Insureds by any employee of the CONTRACTOR, anyone directly or indirectly employed by the CONTRACTOR or anyone for whose acts the CONTRACTOR may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefit acts or other employee benefit acts. The CONTRACTOR shall maintain in effect all insurance coverages required under this Agreement at the CONTRACTOR's sole expense. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required under this Agreement, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to the CONTRACTOR, or, in the alternative, terminate this Agreement. In the event the coverage is cancelled or non-renewed, the insurance carrier(s) will provide 30 days advance notice of the cancellation or non-renewal to the City.

The parties hereto agree and acknowledge that the estimated number of calls (monthly) in the amount of one thousand seven hundred ninety (1,790) and the estimated number of transports (monthly) in the amount of one thousand one hundred twenty (1,120), listed on Page 21 of the Specifications and Instructions, are approximations only, and are not to be construed in any way as a maximum or minimum number of calls or transports under the within Agreement, the

CONTRACTOR agreeing by the within Agreement to provide ambulance service for the **TERM OF ONE (1) YEAR FROM JULY 1, 2023 ENDING JUNE, 2024**, for the **TOTAL SUM OF ZERO DOLLARS ($0)** (hereinafter referred to as the **"Contract Sum"**), regardless of the number of calls or transports made during the term of this Agreement. **IN ADDITION, THE CONTRACTOR SHALL REIMBURSE THE CITY A SUM OF $192,000.00 per CONTRACT YEAR** for dispatch costs incurred by the City (based upon historical volume, at a $15 cost per transport, the total dispatch costs to be reimbursed to the City are $192,000.00 per year).

In addition to the foregoing Contract Sum, it is agreed by and between the parties hereto that the CONTRACTOR shall have the right to bill all patients for services rendered in the form of an actual transport, and, through said patients, to bill Medicaid, Medicare, private insurers and any other third party payor providing reimbursement for such emergency medical services (hereinafter to be collectively referred to as "Third Parties"), in accordance with the attached Specifications and Instructions.

In the event of a substantial decrease in the rate of reimbursement provided by Medicare to CONTRACTOR during the term of this Agreement, CONTRACTOR shall have the right to petition City Council for an equitable adjustment to the amount payable by the CITY to CONTRACTOR under this Agreement; provided, however, that City Council shall have no obligation to make any such adjustment.

All monthly and yearly volume reports and statements shall be submitted to both the Director of Revenue and Finance and the Office of Emergency Management.

The emergency medical service provided for hereunder and as more particularly described in the "SECTION 4: SCOPE AND BASIC OBLIGATIONS" section of the attached Specifications and Instructions, shall not include transportation to and from clinics nor transportation to or from the Atlantic City Medical Center for elective surgery or other non-emergent procedures. Furthermore, the CONTRACTOR has the right to substitute and dispatch for 911 emergency response calls any ambulance which it owns and which conforms to the Specifications. This procedure will enable the CONTRACTOR to provide to the CITY'S

residents the closest available ambulance. When such a procedure is utilized by the CONTRACTOR, it will notify the CITY of such substitution of ambulance vehicle through MEDCOM II. The CONTRACTOR is at all times to have the required number of dedicated ambulances available for 911 emergency calls.

The CONTRACTOR shall provide the required vehicles for special events as per page 13 of the Specifications and Instructions. The following is a list of annual special events for the City of Atlantic City. This list is subject to change or to add additional events as sanctioned by the City of Atlantic City and requested by the Office of Emergency Management.

Atlantic City Air Show
Atlantic City Boardwalk Marathon
Atlantic City Wedding of the Sea
Atlantic City High School Varsity Football Home Games
Atlantic City Dolphins Home Games
Large Fireworks displays
Unscheduled, unforeseen by City large special events
as determined by Office of Emergency Management

NOTE: Special Events are approximately 4 to 16 hours
i.e. Atlantic City Airshow, Marathons, Football games,
etc. An additional Basic Life Support Unit shall be
put into service for each as determined by OEM.

The CONTRACTOR agrees to indemnify and hold the CITY harmless from and against all suits, claims, actions or judgments for any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective or improper materials, furnished and delivered under this Agreement, or on account of any act or omission of the CONTRACTOR, its subcontractors, agents or employees. In case any such action be brought against the CITY, The CONTRACTOR shall immediately take charge of and defend same at its own cost and expense. The CITY may, if it so desires, defend such actions and charge the expense of same to the CONTRACTOR.

The CONTRACTOR acknowledges and confirms that its status is one of an independent contractor and that it assumes full and complete responsibility and control for the safety of its

employees, plant and equipment, and for any damages or injury done by or to them from any source or cause whatsoever.

All understandings and agreements heretofore made between the CONTRACTOR and the CITY with respect to the subject ambulance service are merged in and superseded by this Agreement. This Agreement fully and completely expresses the agreement of the parties and may not be modified or amended except in a writing signed by both of the parties hereto. This Agreement shall inure to the benefit of and bind the respective successors and assigns of the parties hereto. In the event of any inconsistency between the text of this Agreement and the provisions of one of the exhibits to this Agreement, the terms and conditions of the text shall prevail.

No personal liability shall accrue under this Agreement against any individual officer, director, shareholder, partner, representative or fiduciary of the CONTRACTOR or the CITY.

Neither the CITY nor the CONTRACTOR shall be responsible for the consequence of acts of God, such as tornados, floods, hurricanes, etc.; third party lockouts or other labor disturbances, riots, insurrections and civil commotions; embargoes; shortage or unavailability of materials, supplies, labor, equipment and systems, any of which could not be reasonably foreseen by the parties; sabotage, vandalism; the requirements of law, statutes, regulations or other legal requirements; orders or judgments and any other matters beyond the reasonable control of the CITY or the CONTRACTOR.

All discrepancies or misunderstandings are to be reduced to writing as soon as they become evident to either party in order to resolve them during the performance of the task or phase.

This Agreement shall by governed and enforced according to the laws of the State of New Jersey. All actions, whether sounding in contract or in tort relating to the validity, construction, interpretation and enforcement of this Agreement shall by instituted in the courts of New Jersey and in the County of Atlantic and in no other.

The CONTRACTOR represents that it is in compliance with all laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993,

Executive Order No. 1 of 1993, and Exhibit "A" attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement, and failure to continue in compliance shall be deemed a breach of this Agreement.

This contract has been awarded to **EXCEPTIONAL MEDICAL TRANSPORTATION, LLC** based on the merits and abilities of **EXCEPTIONAL MEDICAL TRANSPORTATION, LLC** to provide the goods or services as described herein. This contract was awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. Nevertheless, the undersigned does hereby attest that **EXCEPTIONAL MEDICAL TRANSPORTATION, LLC** their subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract that would affect its ability to perform under the contract.

Upon request the CONTRACTOR shall supply the CITY with proof that CONTRACTOR possesses all licenses and permits required by any governmental body, and the continued validity of such licenses and permits shall be required during the term of this AGREEMENT.

The City shall upon **THIRTY (30) DAYS** notice have the right to terminate this Agreement at any time in its sole discretion. In the event of said termination CONTRACTOR shall be entitled to the amount due for services rendered up to the date of termination.

CONTRACTOR cannot assign its rights or obligations under this Agreement without the prior written consent of the CITY.

The within Agreement is effective as of the date of complete execution hereof.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed by its Mayor and attested by its City Clerk and the Seal of the CITY to be hereto affixed, and each partner comprising the CONTRACTOR partnership has cause this Agreement to be executed by

its President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first below written.

ATTEST:

Paula Geletei, City Clerk

CITY OF ATLANTIC CITY

BY: _____
Marty Small, Sr., Mayor

Date: 10-3-23

ATTEST:

Secretary

EXCEPTIONAL MEDICAL TRANSPORTATION, LLC

BY: _____
~~President~~General Manager

Date: 9/13/23

The within Agreement approved as to form and execution.

Date: 9/28/23

BY: _____
Peter T. Sallata, Esquire
Assistant City Solicitor

STATE OF NJ)
) ss.
COUNTY OF Camden)

I CERTIFY that on September 20, 2023, personally came before me Graham DiMauro, a principal of the Limited Liability Corporation, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is a principal of Exceptional Medical Transportation (the limited liability corporation named in this document);

(b) this person has the power and authority to sign this document on behalf of the limited liability corporation;

(c) this document was signed and delivered by the limited liability corporation as its voluntary act duly authorized by a proper action of the principals of the limited liability corporation; and

(d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

Principal

September 20, 2023

Notary Public of
(Seal attached)

AMANDA M HAAS
Notary Public - State of New Jersey
My Commission Expires Nov 21, 2024

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C 17:27

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2.**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex; and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable law and applicable Federal court decisions.

In conforming with the applicable targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Company Name: Exceptional Medical Transportation

Name: Graham Williams

Title: General Manager

Signature: [signature]

Date: 9/20/23

Resolution of the City of Atlantic City

No. 554

Approved as to Form and Legality on Basis of Facts Set Forth

Assistant City Solicitor /s/ Karl Timbers

Factual contents certified to by

Emergency Management /s/ Chief Scott Evans

Prepared by City Solicitor's Office

Council Member RANDOLPH presents the following Resolution:

RESOLUTION TO AUTHORIZE AMBULANCE SERVICES FOR ONE YEAR FROM JULY 1, 2023, TO JUNE 30, 2024

WHEREAS, the City is in need of Ambulance Services and has advertised for a Request for Proposals ("RFP") and has received responses for such services pursuant to N.J.S.A. 40A:11-4.1 (Competitive Contracting).

WHEREAS, Upon review and grading of the submissions, Exceptional Medical Transportation, Inc's proposal was determined to be the most advantageous to the City given the overall ability to mobilize and successfully complete the contract, experience & reputation, approach to meeting the requirements of the RFP, provider transport fee and knowledge of the City of Atlantic City; and

WHEREAS, the medical transport services to be provided by Exceptional Medical Transportation, Inc shall be no cost to the City, however Exceptional Medical Transportation, Inc shall provide the City a sum of $15.00 per dispatch (the "Transport Fee"); and

WHEREAS, this is a zero ($0) contract amount and is for a one (1) year term commencing July 1, 2023, ending June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED the City Council authorizes the award of contract to Exceptional Medical Transportation, Inc for the furnishing of Ambulance Services for a term of one (1) year, and further authorizes negotiation and execution of the agreement as to be approved as to form and execution by the City Solicitor, the Mayor shall execute and the City Clerk to attest an agreement.

August 2, 2023 10:48 AM

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCIL MEMBER	AYE	NAY	N.V	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DUNSTON	X						SHABAZZ	X				X	
KURTZ	X						TIBBITT	X					
MARSHALL	X						WEEKES	X					
MORSHED	X					X	ZIA	X					
							RANDOLPH, PRESIDENT				X		

X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: JULY 19, 2023

Paula Geletei

/s/ Paula Geletei, City Clerk