

**HAMPTON ROADS PLANNING DISTRICT COMMISSION
METROPOLITAN MEDICAL RESPONSE SERVICES CONTRACT**

This Contract is made this 1st day of July 2021 by and between the Hampton Roads Planning District Commission (Commission) and Tidewater Emergency Medical Services Council, Inc (Council). The parties to this Contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

PROJECT: The Council shall be responsible to the Commission for implementing and sustaining the Hampton Roads Metropolitan Medical Response System (HRMMRS) plan and accomplishing deliverables associated with various state and federal MMRS funding sources stipulated in Contract addenda as may be amended from time to time and agreed to by both parties. The Commission shall be responsible for seeking and administering available local, state and federal MMRS grant and contracts which may be available from time to time.

PREVIOUS CONTRACTS: This Contract and its attachments supersede all previous MMRS contracts between the parties.

TERM AND TERMINATION: This contract shall be effective upon execution by both parties and shall automatically renew for successive one year terms, each ending June 30 of the succeeding year, unless either party gives the other written notice of intent to not renew this Contract at least sixty days prior to the end of the then current term. For purposes of this Contract, a year ("Contract Year") shall be defined as the fiscal year beginning July 1 and ending June 30.

FIDUCIARY AGENT: The Commission will act as the fiduciary agent for all regional MMRS funding available to and obtained from local, state and federal sources. Collection and disbursement of those funds to the Council for completion of products, projects and other deliverables is stipulated in Contract attachments.

LIABILITY: The Commission shall not be held liable for any damage associated with or arising from the activities of the Council under this Contract, and the Council shall indemnify and hold the Commission harmless against any and all claims for such damages.

NONDISCRIMINATION: In its performance of work activities under this Contract, the Council warrants that it will not discriminate against any employee, or other person, on the basis of race, color, sex, religious creed, ancestry, age, national origin, or handicapped status. The Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

The Council shall, in all solicitations or advertisement for employees placed by or on behalf of the Commission, state that the Council is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of the Contract.

The Council shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that such provision shall be binding upon each subcontractor or vendor.

CHANGES: The Council must obtain prior written approval from the Commission for changes of substance to the Project, including, but not limited to, changes of substance in program activities, designs, or the Plan.

TERMINATION FOR CAUSE: The Commission may terminate the Contract, in whole or in part, at any time upon written notice to the Council that it has failed to comply with the conditions of the Contract. The Council may terminate the contract if the Commission fails to remit and disburse to the Council any scheduled payment, provided the Council gives the Commission not less than fifteen days prior notice on non-payment and the default in payment is not cured and corrected within that fifteen day period. Following termination by either party, payments made to the Council or recoveries by the Commission shall be in accordance with the legal rights and liabilities of the parties.

TERMINATION FOR CONVENIENCE: The parties may terminate the Contract, in whole or in part, if both parties agree that the continuation of the Contract-supported activities will not produce beneficial results commensurate with further expenditure of funds. The Commission and the Council shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Council shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

REPORTING: The Council shall develop and provide quarterly progress reports to the Commission in a format prescribed by the Commission. The Council shall also provide an annual audit of financial statements performed by an independent Certified Public Accountant. That audit will be reviewed by the Commission for compliance with state and federal laws and regulations. The Council will ensure that appropriate corrective action is taken within six months after receipt of the audit report in instances of noncompliance with state and federal laws and regulations.

MAINTENANCE OF RECORDS: The Council agrees to retain all books, records and other documents relative to this Contract for a period of not less than seven years following completion of the Council's performance of services. The Commission shall have the right, at any reasonable time, to inspect and copy all books, records and other documents in the Council's possession related to its performance of services and expenditure of funds under this contract.

COLLATERAL CONTRACTS: If there exists any inconsistency between this Contract and other provisions of collateral contractual agreements which are made a part of this Contract by reference or otherwise, the provisions of this Contract shall control.

INTEGRATION AND MODIFICATION: This Contract represents and constitutes the entire understanding and agreement between the Commission and the Council and

there are no other representations, commitments or understandings of the parties that are not reflected in this contract. No alteration, amendment, or modification in the provisions of the Contract shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

APPLICABLE LAWS: This Contract shall be governed in all respects whether as to validity, construction, capacity, performance, or otherwise, by the laws of the Commonwealth of Virginia.

SEVERABILITY: Each paragraph and provision of this Contract is severable from the entire Contract, and, if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Commission.

COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY: The Council shall not copyright, patent, register or otherwise claim as its work or intellectual property any papers, forms, interim or final reports, processes, invention, mark, creation or other material resulting from its performance under this Contract unless requested by the Commission.

OWNERSHIP OF DOCUMENTS: The Commission shall retain ownership of any photographs, negatives, drawings, computer data and disks, or other documents prepared by the Council in the performance of its obligations under this Contract and any and all such documents and materials, whether furnished by the Commission or created by the Council, shall be delivered to the Commission following termination or expiration of this contract. However, the Council may retain any reports, studies, photographs, negatives, or other documents prepared in the performance of its obligations under this Contract and not required to be delivered to the Commission. Where necessary for the Federal Government's full enjoyment of its copyrights and other rights referenced in the Contract, the Council shall provide a clear, reproducible copy of such materials (machine readable upon request) to the Commission for transmittal to the Federal Government.

CONTINGENT FEE WARRANTY: The Council warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing this Contract. The Council further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the award of making of this Contract. For breach of one or both of the foregoing warranties, the Commission shall have the right to terminate this Contract without liability, or in its discretion, to deduct from the agreed fee, amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

CONFLICT OF INTEREST: The Council warrants that it has fully complied with the Virginia State and Local Government Conflict of Interests Act.

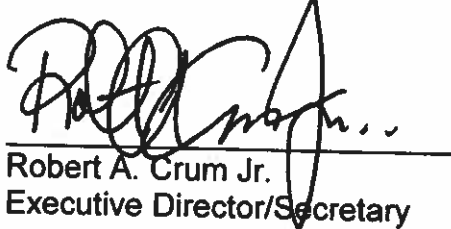
DISCLAIMER: Nothing in this Contract shall be construed as authority for either party to make commitments which will bind the other party beyond the project contained herein. Furthermore, the Council shall not assign, sublet, or subcontract any work

related to this Contract or any interest it may have herein without the prior written consent of the Commission.

FISCAL CONTROL: The Council shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, project funds.

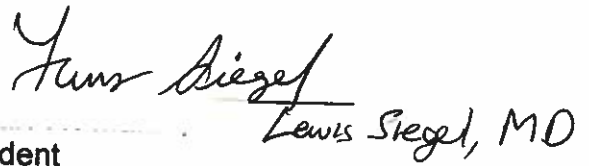
NOTICE TO PROCEED: Notice to Proceed shall be inherent upon receipt of a signed copy of this agreement by both parties.

HAMPTON ROADS PLANNING
DISTRICT COMMISSION


Robert A. Crum Jr.
Executive Director/Secretary

6/15/2021
Date

TIDEWATER EMERGENCY
MEDICAL SERVICES COUNCIL, INC.


President Lewis Stegel, MD

6/25/2021
Date

