



February 12, 2024

Ms. Lu Anne Kozma

[REDACTED]

[REDACTED] 790

via email

[REDACTED]

Dear Ms. Kozma,

This communication is in response to your Freedom of Information request received by the City of Charlevoix on February 5, 2024, requesting "documentation that Haynes Township owes the City of Charlevoix \$98,027.01 including:

- Correspondence between the City and the Township (to and from) (see attached)
- Invoices sent to Hayes Township (see attached invoices)
- Documentation showing what the invoice is for (see attached contract)
- Documentation showing the balance currently owed (add the invoices together for total)

Your request is granted, see attachments. There is no charge for this information.

The City of Charlevoix's FOIA Procedures and Guidelines can be found on the City Clerk's webpage: www.charlevoixmi.gov.

Respectfully,

Sarah J. Dvoracek
City Clerk/Assistant to the City Manager
City of Charlevoix

Attachments



**CITY OF
CHARLEVOIX**

November 12, 2020

Mr. Ron VanZee, Supervisor
Hayes Township
09195 Old US 31 N.
Charlevoix, MI 49720

Dear Ron:

I am glad we had the opportunity to talk this week by phone regarding Hayes Township's EMS coverage and billing concerns. As you know, the past year has provided us all many unexpected challenges and EMS has been no different. We do hold out hope that we may be eligible for FEMA/disaster relief funding for lost revenue and extra expenses incurred this spring, but we cannot be certain.

I am glad to hear you and the Township Board are still dedicated to working with us and the other townships to providing high-quality ambulance service in the Charlevoix area and I join you in believing an independent authority may be a good improvement going forward to fund and manage this service.

The City understands your current financial condition and will work with you to ensure you have some extra time to bring your total for service current over the coming months. As I noted in our call, the City has obligations to our taxpayers but we are cognizant of working with you to ensure success for all. We believe that we are stronger as a group than as individual jurisdictions in this matter.

We look forward to continued partnership between the City of Charlevoix and Hayes Township in serving our community. Should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,
THE CITY OF CHARLEVOIX

Mark L. Heydlauff
City Manager



City of Charlevoix

210 State Street
Charlevoix MI 49720-1389
Phone: (231) 547-3260
web site: www.charlevoixmi.gov
e-mail: ginnys@charlevoixmi.gov
Tax ID#: 38-6004543

INVOICE

Date	Number
07/29/2020	47212

Net 30

Bill To: 115
HAYES TOWNSHIP
ATTN: KRISTIN BARANSKI
09195 OLD U.S. 31 N
CHARLEVOIX MI 49720

Quantity	Description	Unit Price	Net Amount
1.0	Ambulance Contract with the City of Charlevoix for Year Ending March 31, 2020	90,105.84	90,105.84

Please include a copy of this invoice with your payment.

REMIT TO:

CITY OF CHARLEVOIX
210 State Street
Charlevoix MI 49720-1389

Please pay: \$90,105.84
by: 08/28/2020

PAID \$65,000.00

DUE \$25,105.84



City of Charlevoix

210 State Street
Charlevoix MI 49720-1389
Phone: (231) 547-3260
web site: www.charlevoixmi.gov
e-mail: ginnys@charlevoixmi.gov
Tax ID#: 38-6004543

INVOICE

Date	Number
09/25/2020	47308

Net 30

Bill To: 115
HAYES TOWNSHIP
ATTN: KRISTIN BARANSKI
09195 OLD U.S. 31 N
CHARLEVOIX MI 49720

Quantity	Description	Unit Price	Net Amount
1.0	1st Quarter Billing - Ambulance Contract Billing with the City of Charlevoix for April 2020 - June 2020	24,938.89	24,938.89

Please include a copy of this invoice with your payment.

REMIT TO:

CITY OF CHARLEVOIX
210 State Street
Charlevoix MI 49720-1389

Please pay: \$24,938.89
by: 10/25/2020



City of Charlevoix

210 State Street
Charlevoix MI 49720-1389
Phone: (231) 547-3260
web site: www.charlevoixmi.gov
e-mail: ginnys@charlevoixmi.gov
Tax ID#: 38-6004543

INVOICE

Date	Number
10/26/2020	47343

Net 30

Bill To: 115
HAYES TOWNSHIP
ATTN: KRISTIN BARANSKI
09195 OLD U.S. 31 N
CHARLEVOIX MI 49720

Quantity	Description	Unit Price	Net Amount
1.0	Ambulance Contract Billing with the City of Charlevoix for Quarter 2 - July 2020 - September 2020	7,979.25	7,979.25

Please include a copy of this invoice with your payment.

REMIT TO:

CITY OF CHARLEVOIX
210 State Street
Charlevoix MI 49720-1389

Please pay: \$7,979.25
by: 11/25/2020



City of Charlevoix

210 State Street
Charlevoix MI 49720-1389
Phone: (231) 547-3260
web site: www.charlevoixmi.gov
e-mail: ginnys@charlevoixmi.gov
Tax ID#: 38-6004543

INVOICE

Date	Number
08/30/2021	47761

Net 30

Bill To: 115
HAYES TOWNSHIP
ATTN: KRISTIN BARANSKI
09195 OLD U.S. 31 N
CHARLEVOIX MI 49720

Quantity	Description	Unit Price	Net Amount
1.0	Ambulance Contract billing with the City of Charlevoix for Quarter 4: January 2021 - March 2021 Quarter 1: April 2021 - June 2021	40,003.03	40,003.03

Please include a copy of this invoice with your payment.

REMIT TO:

CITY OF CHARLEVOIX
210 State Street
Charlevoix MI 49720-1389

Please pay: \$40,003.03
by: 09/29/2021

Charlevoix City Council
Memorandum of Expectations for Ambulance Service
Approved by City Council January 4, 2021

The Townships of Charlevoix, Eveline, Hayes, Marion and Norwood, together with the City of Charlevoix entered a joint and mutual agreement on June 1, 2019 for the provision of Ambulance Service by the City of Charlevoix.

Together these entities are exploring and may in fact create an independent Authority with taxing ability to manage and maintain ambulance services going forward. This authority may include or be conducted in coordination with other entities.

Given the current operational cost concerns, the present impacts on the budget due to the novel Coronavirus pandemic, and the desire to change the structure of the agreement, this memorandum of understanding is approved by the City Council of the City of Charlevoix pursuant to the management responsibilities it holds under the June 1, 2019 Agreement (hereafter "the Agreement") for Ambulance Services and is offered to the Townships to outline our understanding of how the current cash set aside for future ambulance replacement should be used now and in the future when we expect the current agreement will be collectively terminated by the then-remaining parties.

- a. *Ambulance Replacement Fund* The City of Charlevoix has, in cooperation with the Townships, established a separate account intended to reserve cash for long-term ambulance and large equipment purchases needed to maintain the ambulance service in the long-term. This account is now valued at approximately \$166,000. The fund was specifically established for long-term equipment replacement and not ongoing operations.
- b. *Refund of portion* The City of Charlevoix agrees to refund \$65,000 of the Ambulance Replacement fund as invoice credits to each township and the City in proportion to the cost sharing formula contained within Section 7, part B of the Agreement. Such refunds shall occur on January 31, 2021 and shall amount as follows:

City of Charlevoix:	\$23,302.50	35.85%
Charlevoix Township:	\$11,940.50	18.37%
Eveline Township:	\$3,887.00	5.98%
Hayes Township:	\$12,792.00	19.68%
Marion Township:	\$9,223.50	14.19%
Norwood Township:	\$3,854.50	5.93%

- c. *Refund of remainder* Upon collective termination of the Agreement (Section 5), entities who remain party to the Agreement at its termination shall receive a refund based on the above percentages. If Norwood Township continues with its plan to leave the agreement, it shall not be entitled to this refund and the refund percentages shall be as follows:

City of Charlevoix:	37.98%
Charlevoix Township:	19.55%
Eveline Township:	6.36%
Hayes Township:	20.97%
Marion Township:	15.14%

Above all, we remain committed to working with our colleagues and neighbors to provide ambulance service within a collective framework that is beneficial both for the collective and the individual entity served.

CHARLEVOIX EMERGENCY MEDICAL SERVICE

AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT shall be deemed effective on June 1, 2019 among the City of Charlevoix, a Michigan home rule city, whose address is 210 State St., Charlevoix, Michigan 49720 (City); Charlevoix Township, a Michigan general law township, whose address is 12491 Waller Rd., Charlevoix, Michigan 49720; Eveline Township, a Michigan general law township, whose address is 08525 Ferry Rd., East Jordan, Michigan 49727; Hayes Township, a Michigan general law township, whose address is 09195 Old US-31 N., Charlevoix, Michigan 49720; Marion Township, a Michigan general law township, whose address is 01362 Matchett Rd., Charlevoix, Michigan 49720; and Norwood Township, a Michigan general law township, whose address is 19759 Lake St., Charlevoix, Michigan 49720 (individually a Township and collectively the Townships).

Recitals

- A. The City owns, operates and equips an ambulance service for the benefit of its residents.
- B. The Townships have no ambulance service, but desire to make the City's ambulance service available to their residents through this Agreement.
- C. The City desires to aid the Townships in providing ambulance services in the Townships.
- D. The Townships desire to engage the services of the City to provide ambulance services in those portions of the Townships described in this Agreement.
- E. The parties are authorized to enter into this Agreement pursuant to MCL 41.711.
- F. The parties, therefore, desire to specify their respective rights and obligations in this Agreement.

Agreement

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Engagement of Services. The City shall provide ambulance services to the Townships in the following described service area:
 - Charlevoix Township in its entirety;
 - Eveline Township west of the South Arm of Lake Charlevoix, except Sections 31, 32 and 33;
 - Hayes Township in its entirety;
 - Marion Township in its entirety;
 - Norwood Township in its entirety.

The City shall provide the ambulance service on a twenty-four (24) hour per day, seven (7) day per week basis under the terms and conditions contained in this agreement.

2. Management. The City shall retain the sole right to manage the ambulance service and its personnel, and in the exercise of its sole discretion shall determine the appropriate methods and procedures used in the discharge of the ambulance services provided pursuant to this Agreement. Notwithstanding, the City desires to work closely and consult with the Townships in an on-going basis as discussed in Sections 6 and 7 below.

3. Availability of Service. The ambulance services provided under this Agreement shall be expressly contingent upon the availability of both ambulance equipment and personnel. The determination of availability shall be made exclusively by the City through its EMS Director, or other qualified ambulance personnel. In making this determination, the City shall commit ambulance resources both within the City and within the Townships first to emergency situations and then and only then to non-emergency or other situations.
4. Term. The term of this agreement shall be five (5) years, beginning June 1, 2019 and ending May 31, 2024, unless terminated earlier as provided in Section 5 below.
5. Termination. The City and the Townships collectively may terminate this Agreement and any individual Township may withdraw from this Agreement by providing to the other parties written notice of the intent to terminate or withdraw no less than six (6) months before the date of termination or withdrawal. In the event a Township withdraws or the agreement is terminated, Townships are entitled to the pro-rated share of any payment made in advance for service not yet received in the present service period. Funds for past service paid into the system shall not be subject for refund.
6. Consultations with Townships. The Mayor or his/her designee and the City Manager and/or his or her designee and the Supervisors of each Township, or such other township board member designated by each respective township board, shall meet no less than quarterly each year to discuss ambulance service operations, unfunded EMS costs of the ambulance service, and any other ambulance service topic. The meetings shall be held as mutually agreed between the parties.

This body, comprised of seven members, (hereafter referred to as the "EMS Committee") shall provide advice to the City on ambulance matters and major purchasing decisions notwithstanding the City Council's overall control of City operations.

7. Payments for Service and Financial Management. Each Township shall pay the City that Township's share of the estimated unfunded EMS costs of the ambulance services pursuant to the procedures and formula specified in this Section. For purpose of this Section, the "unfunded EMS costs of the ambulance service" shall mean all ordinary and customary operational and building expenses of the ambulance service and all capital expenses of the ambulance services, minus any revenue received by the City for providing the ambulance service from Medicare, Medicaid, insurance companies, patients, or any other non-municipal source (excluding donations).
 - A. Around the first week of June, September, December, and March, the EMS Committee shall meet to discuss operational activities, review revenue and expenses and the quarterly amount of unfunded costs to be shared among the parties. The City shall invoice the Townships for costs at this time for the previous quarter (except in June of 2019) according to the cost sharing formula below. Such invoices should be paid within 45 days.
 - B. Unfunded EMS costs of the ambulance service apportioned among the City and the Townships shall be based on the following formula:

- i. One-fourth (1/4) of the estimated unfunded EMS costs of the ambulance service shall be apportioned based on each party's pro-rata share of the total taxable value of property in all six (6) municipalities.
- ii. One-fourth (1/4) of the estimated unfunded EMS costs of the ambulance service shall be apportioned based on each party's pro-rata share of the total population within all six (6) municipalities.
- iii. One-fourth (1/4) of the estimated unfunded EMS costs of the ambulance service shall be apportioned based on each party's pro-rata share of the total 911 address in all six (6) municipalities.
- iv. One fourth (1/4) of the estimated unfunded EMS costs of the ambulance service shall be apportioned based on each parties' pro-rata share of the total number of ambulance runs in all six (6) municipalities in the previous fiscal year. For purposes of this calculation, ambulance runs originating at the Charlevoix Area Hospital and Boulder Park terrace shall be spread out to all parties based on the pro-rata calculation for ambulance runs provided for herein.

Where only a portion of a Township is served by Charlevoix EMS, the totals for purposes of the above formula shall be based on the served area of the Township and not of the entire Township.

- C. If the EMS Committee determines it is in the best interest of the member entities to advance future funds for capital, vehicle or other purchases, the City shall bill the entities for this sum according to the formula above. Any purchase pursuant to this Paragraph shall still require the consent of City Council in accord with the City's procurement policies.
 - D. When in the opinion of the EMS Director, with the consent of the City Manager, property materially used by the ambulance service is surplus, proceeds derived from the disposal of this property shall be retained in the EMS fund for future capital or vehicle purchases but such funds shall not be subject to refund to member entities.
 - E. If cash donations shall be made to the ambulance service, funds shall be used for the purpose intended by the donor to the extent such purpose is consistent with the mission of the service as determined by the City's management. Donations shall not be used for ordinary operating expenses but may be used for capital or vehicle expenses. Donated funds shall not be used to offset a member's quarterly payment or in any way be refunded to a member entity upon termination of service or otherwise.
 - F. The City will, upon the ongoing advice of its auditors, appropriately segregate the funds for the ambulance service from other City funds and retain surplus and reserve funds for the service in the same manner (excluding retirement and other fringe benefit expenses for employees of the service). Customary expenses tied to the management of the service shall be billed incrementally or wholly to the fund as needed and incurred.
8. Governmental Function. The parties hereby acknowledge and agree that in providing ambulance services to the Townships the City is doing so in the exercise of a governmental

function and not as a proprietary endeavor. As such, the City, its officers, employees, agents, and volunteers will be discharging a governmental function and not engaged in a proprietary enterprise.


9. Indemnification. Each party shall indemnify and hold harmless the other parties, their officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of that party's performance or lack of performance of any obligation contemplated by this Agreement.
10. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.
11. Third Party Beneficiaries. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.
12. Amendments. This Agreement may be amended by the mutual consent of all parties that is documented in writing and signed by all parties.
13. Execution of Agreement. This Agreement may be executed by the parties in counterparts, and the counterparts, when taken together, shall constitute the whole of the Agreement.
14. Governing Law. The parties agree that the validity, enforcement, and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
15. Notice. Any notice required under this Agreement by any party shall be in writing to the parties to be so notified and sent by certified mail, return receipt requested, to such address as noted therein, unless such address is changed and all parties have been notified consistent with this Section.
16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.
17. Effective Date. This Agreement shall become effective when signed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.


CITY OF CHARLEVOIX, a Michigan home rule city

By: 
Luther Kurtz
Its: Mayor


CHARLEVOIX TOWNSHIP, A Michigan general law Township

By: 
Charles Center
Its: Supervisor

EVELINE TOWNSHIP, A Michigan general law Township

By: 
John Vron dran
Its: Supervisor

HAYES HOWNSHIP, a Michigan general law Township

By: 
Ronald VanZee
Its: Supervisor

MARION TOWNSHIP, a Michigan general law Township

By: 
John F. Martin
Its: Supervisor

NORWOOD TOWNSHIP, a Michigan general law Township

By: 
David Ridenour
Its: Supervisor

ADDENDUM TO AGREEMENT FOR AMBULANCE SERVICES

This Addendum is agreed to between the City of Charlevoix, a Michigan home rules city, whose address is 210 State Street, Charlevoix, Michigan 49720 (City); and Hayes Township, a Michigan general law township, whose address is 09195 Old US-31 N., Charlevoix, Michigan 49720.

Recitals

- A. The City and Hayes Township have entered into an Agreement for Ambulance Services, along with other neighboring townships, dated Jun 1, 2015.
- B. That Agreement provides that the City shall provide ambulance services to “Hayes Township, except Sections 1, 2, 11, 12, 13 and 14.”
- C. Hayes Township desires to have the City provide ambulance services in the entirety of Hayes Township for the remaining term of the Agreement, and the City has agreed to provide services to the entirety of Hayes Township.

Agreement

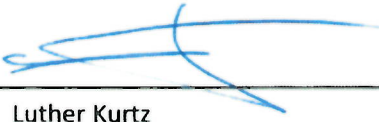
Now, therefore, in consideration of the mutual promises contained in this Addendum and in the original Agreement, the parties agree as follows:

- 1. The City shall provide services to the entirety of Hayes Township, without any sections excluded.
- 2. With the exception of the elimination of the excluded sections of Hayes Township, all other provisions of the original Agreement shall remain in full force and effect. Any amounts paid by the parties to the original Agreement shall be adjusted accordingly to account for the additional area covered within Hayes Township.
- 3. This Addendum shall last the entire term of the original Agreement, unless amended or revoked by mutual written consent of the City and Hayes Township.
- 4. This Addendum shall become effective January 1, 2017.

IN WITNESS WHEREOF, the parties have executed this Addendum to be effective as provided above.

Date: _____

CITY OF CHARLEVOIX, a Michigan home rule city

By: 

Luther Kurtz

Its: Mayor

Date: 12-12-16

HAYES TOWNSHIP, a Michigan general law township

By: 

Ron Vanzee

Its: Supervisor

AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT shall be deemed effective on June 1, 2015 among the City of Charlevoix, a Michigan home rule city, whose address is 210 State St., Charlevoix, Michigan 49720 (City); Charlevoix Township, a Michigan general law township, whose address is 12491 Waller Rd., Charlevoix, Michigan 49720; Eveline Township, a Michigan general law township, whose address is 08525 Ferry Rd., East Jordan, Michigan 49727; Hayes Township, a Michigan general law township, whose address is 09195 Old US-31 N., Charlevoix, Michigan 49720; Marion Township, a Michigan general law township, whose address is 01362 Matchett Rd., Charlevoix, Michigan 49720; and Norwood Township, a Michigan general law township, whose address is 19759 Lake St., Charlevoix, Michigan 49720 (individually a Township and collectively the Townships).

Recitals

- A. The City owns, operates and equips an ambulance service for the benefit of its residents.
- B. The Townships have no ambulance service, but desire to make the City's ambulance service available to their residents through this Agreement.
- C. The City desires to aid the Townships in providing ambulance services in the Townships.
- D. The Townships desire to engage the services of the City to provide ambulance services in those portions of the Townships described in this Agreement.
- E. The parties are authorized to enter into this Agreement pursuant to MCL 41.711.
- F. The parties, therefore, desire to specify their respective rights and obligations in this Agreement.

Agreement

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Engagement of Services. The City shall provide ambulance services to the Townships in the following described service area:

Charlevoix Township in its entirety;

Eveline Township west of the South Arm of Lake Charlevoix, except Sections 31, 32 and 33;

Hayes Township, except Sections 1, 2, 11, 12, 13 and 14;

Marion Township in its entirety;

Norwood Township in its entirety.

The City shall provide the ambulance service on a twenty-four (24) hour per day, seven (7) day per week basis under the terms and conditions contained in this agreement.

2. Management. The City shall retain the sole right to manage the ambulance service and its personnel, and in the exercise of its sole discretion shall determine the appropriate methods and procedures used in the discharge of the ambulance services provided pursuant to this Agreement.
3. Availability of Service. The ambulance services provided under this Agreement shall be expressly contingent upon the availability of both ambulance equipment and personnel. The determination of availability shall be made exclusively by the City through its Fire Chief, or other qualified ambulance personnel. In making this determination, the City shall commit ambulance resources both within the City and within the Townships first to emergency situations and then and only then to non-emergency or other situations.
4. Term. The term of this agreement shall be five (5) years, beginning June 1, 2015 and ending May 31, 2019, unless terminated earlier as provided in Section 5 below.
5. Termination. The City and the Townships collectively may terminate this Agreement and any individual Township may withdraw from this Agreement by providing to the other parties written notice of the intent to terminate or withdraw no less than six (6) months before the date of termination or withdrawal. In the event this Agreement is terminated or any individual Township withdraws from this Agreement as provided in this Section, the City shall refund the pro rata share of the unfunded EMS costs paid by the Townships collectively or paid by the withdrawing Township up to the date of the termination or withdrawal.
6. Consultations with Townships. The City Manager and the City's Fire Chief and the Supervisors of each Township, or such other township board member designated by each respective township board, shall meet no less than quarterly each year to discuss ambulance service operations, unfunded EMS costs of the ambulance service, and any other ambulance service topic. The meetings shall be held as mutually agreed between the parties.
7. Payment of Estimated Unfunded EMS Costs. Each Township shall pay the City that Township's share of the estimated unfunded EMS costs of the ambulance services pursuant to the procedures and formula specified in this Section. For purpose of this Section, the "unfunded EMS costs of the ambulance service" shall mean the ordinary and customary expenses of the ambulance service and all capital expenses of the ambulance services, minus any revenue received by the City for providing the ambulance service from Medicare, Medicaid, insurance companies, patients, or any other non-municipal source.
 - a. On or about April 1st of each year the City shall provide to the Townships a copy of the City's approved budget for the ambulance service, which shall reflect the estimated unfunded EMS costs of the ambulance service for that coming fiscal year. The City shall also provide to the Townships the City's calculation of each Township's share of the estimated unfunded EMS costs of the ambulance service pursuant to the formula specified in this Section.

- b. If any Township disputes the City's calculation of that Township's share of the estimated unfunded EMS costs of the ambulance services, then the City Manager and the City's Fire Chief shall meet with that Township's Supervisor, or such other township board member designated by that township board, to resolve the dispute.
 - C. Each Township shall pay to the City on or before June 30 of each year its pro-rated share of the estimated unfunded EMS costs of the ambulance service apportioned among the City and the Townships based on the following formula:
 - i. One-fourth (1/4) of the estimated unfunded EMS costs of the ambulance service shall be apportioned based on each party's pro-rata share of the total taxable value of property in all six (6) municipalities.
 - ii. One-fourth (1/4) of the estimated unfunded EMS costs of the ambulance service shall be apportioned based on each party's pro-rate share of the total population within all six (6) municipalities.
 - iii. One-fourth (1/4) of the estimated unfunded EMS costs of the ambulance service shall be apportioned based on each party's pro-rata share of the total 911 address in all six (6) municipalities.
 - iv. One fourth (1/4) of the estimated unfunded EMS costs of the ambulance service shall be apportioned based on each parties' pro-rata share of the total number of ambulance runs in all six (6) municipalities in the previous fiscal year. For purposes of this calculation, ambulance runs originating at the Charlevoix Area Hospital and Boulder Park terrace shall be spread out to all parties based on the pro-rata calculation for ambulance runs provided for herein.
 - d. If the Townships' payment of the estimated unfunded EMS costs of the ambulance service does not cover the Townships' share of the actual unfunded Ems costs of the ambulance service, then each Township shall pay to the City its pro-rated share of any such deficit based on the same formula used to pay the estimated unfunded EMS costs of the ambulance service.
8. Governmental Function. The parties hereby acknowledge the agree that in providing ambulance services to the Townships the City is doing so in the exercise of a governmental function and not as a proprietary endeavor. As such, the City, its officers, employees, agents, and volunteers will be discharging a governmental function and not engaged in a proprietary enterprise.
9. Indemnification. Each party shall indemnify and hold harmless the other parties, their officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of that party's performance or lack of performance of any obligation contemplated by this Agreement.
10. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.

11. Third Party Beneficiaries. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.
12. Amendments. This Agreement may be amended by the mutual consent of all parties that is documented in writing and signed by all parties.
13. Execution of Agreement. This Agreement may be executed by the parties in counterparts, and the counterparts, when taken together, shall constitute the whole of the Agreement.
14. Governing Law. The parties agree that the validity, enforcement, and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
15. Notice. Any notice required under this Agreement by any party shall be in writing to the parties to be so notified and sent by certified mail, return receipt requested, to such address as noted therein, unless such address is changed and all parties have been notified consistent with this Section.
16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.
17. Effective Date. This Agreement shall become effective when signed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

Date: 1-5-15

CITY OF CHARLEVOIX, a Michigan home rule city

By: 
Gabe Campbell

Its: Mayor

Date: 1-28-15

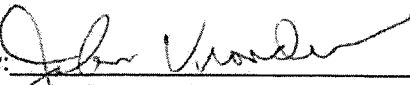
CHARLEVOIX TOWNSHIP, A Michigan general law township

By: 
Charles Center

Its: Supervisor

Date: 7-28-15


EVELINE TOWNSHIP, A Michigan general law
Township

By: 
John Vron dran

Its: Supervisor

Date: 1-28-15

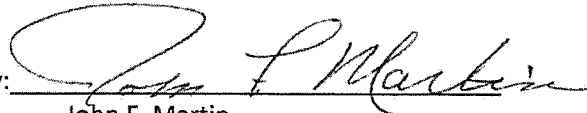
HAYES HOWNSHIP, a Michigan general law
Township

By: 
Ethel Knepp

Its: Supervisor

Date: 1-28-15

MARION TOWNSHIP, a Michigan general law
Township

By: 
John F. Martin

Its: Supervisor

Date: 1-27-15

NORWOOD TOWNSHIP, a Michigan general law
Township

By: 
Frank Hamilton

Its: Supervisor