



neccog

Agreement By and Between
the
Northeastern Connecticut Council of Governments
And the
Town of Hampton
regarding

Paramedic Intercept Services

July 1, 2020 – June 30, 2021

This agreement, by and between the **Northeastern Connecticut Council of Governments** (hereinafter referred to as "**NECCOG**"), representing the towns of Ashford, Brooklyn, Canterbury, Chaplin, Eastford, Hampton, Killingly, Plainfield, Pomfret, Putnam, Scotland, Sterling, Thompson, Union, Voluntown and Woodstock and the **Town of Hampton** (hereinafter referred to as "**Town**"), covers professional services related to Paramedic Intercept.

Section 2 Services

- A. NECCOG will provide Connecticut licensed professional paramedic intercept service through its vendor KB Ambulance, Inc. in accordance with its contract with the vendor (copy attached).
- B. NECCOG will provide quarterly invoicing of all payable transports to the Town.
- C. The Town will pay NECCOG ninety-five dollars per transport for such services.

Section 3 Agreement

- A. This agreement may be amended in whole or in part by mutual agreement by NECCOG and TOWN.
- B. It is the intention of the parties that the relationship of NECCOG to TOWN in the course of the performance of its duties pursuant hereto is that of an independent contractor. Nothing contained in this Agreement shall be construed to constitute NECCOG as a partner, joint venture, agent or employee of TOWN. NECCOG, as an independent contractor, shall be solely responsible for the hiring, discipline and management of NECCOG employees, and all costs and expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. NECCOG and TOWN shall not be construed as joint ventures or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Agreement.

- C. If, at any time during the term of the Agreement, NECCOG, in the reasonable discretion of TOWN: (a) has failed materially to provide services required in accordance with this Agreement; (b) has become insolvent; (c) abandons the work; (d) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; or (e) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, TOWN shall have the right to terminate the Agreement upon written notice to NECCOG.
- D. In the event of termination by TOWN, TOWN's payment obligation shall cease as of the final date on which services in accordance with this Agreement are last performed by NECCOG.
- E. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed.
- F. No part of this Agreement nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of TOWN. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by TOWN as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized by TOWN. This Agreement shall be binding upon and inure to the benefit of NECCOG and TOWN and their respective permitted successors and assigns.
- G. The invalidity or un-enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- H. This Agreement shall be governed, construed and enforced in accordance with, the laws of the State of Connecticut, without regard to its conflicts of laws principles.
- I. NECCOG agrees to indemnify and hold harmless the Town of Hampton and all of their respective employees, volunteers and agents from (i) any and all claims or losses arising from the negligent or intentional misconduct or failure of performance under this Agreement, except those claims or losses arising from the negligent or intentional misconduct of the Town of Hampton or one of their respective employees, volunteers and agents or (ii) a breach of any representation and warranty of NECCOG in this Contract. NECCOG further agrees to indemnify and hold harmless the Town of Hampton and all of their respective employees, volunteers and agents from any and all claims or losses alleged by any NECCOG employee against the Town of Hampton and all of their respective employees, volunteers and agents, except those claims or losses arising from the negligent or intentional misconduct of the Town of Hampton or one of their respective employees, volunteers and agents
- J. This Agreement contains the entire understanding of the parties and supersedes and replaces any and all previous understandings, written or oral, regarding the subject matter of this Agreement. This Agreement may not be changed, except in an amendment signed by both parties.

K. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**Northeastern Connecticut
Council of Governments**

Town of Hampton

John Filchak, Executive Director

Allan Cahill, First Selectman

Date: _____

Date: _____

Witness:

Witness:

Date: _____

Date: _____