EAGLE COUNTY PARAMEDIC SERVICES

Public Safety Association Inc
WORKING FOR YOU

Michigan Instruments

AGREEMENT

This Agreement is effective November 8, 2021, by and between Eagle County Health Service District, dba Eagle County Paramedic Services (the "Principal Procurement Agency"), Public Safety Association Inc (the "Company") and Michigan Instruments, (the "Supplier").

RECITALS

A. The Company, on behalf of the Principal Procurement Agency, issued a Request for Bid for Medical Equipment, RFB #2021-06 ("RFB"), soliciting bids for the supply and support of Medical Equipment.

B. Supplier duly submitted proposal in response to the RFB ("RFB Response"), which outlines Supplier's agreement to or exceptions with the RFB.

C. The Principal Procurement Agency, Company and Supplier have negotiated certain amendments or exceptions to the RFB and RFB Response, and desire to enter into this Agreement with the intent of memorializing the final terms of the parties' agreement.

AGREEMENT

In consideration of the provisions, representations, warranties, covenants and agreements contained in this Agreement, the parties agree to the terms set forth in this Agreement.

1. Agreement: The parties agree that this Agreement, together with the RFB, the Notice to Bidders dated and published on August 19, 2021 and August 26, 2021, the RFB Response, together with all documents specifically referred to therein, as gathered and compiled in that certain binder entitled "Eagle County Paramedic Services, Public Safety Association Inc and Michigan Instruments" attached hereto (together, all such documents shall be referred to herein as the "**Contract Documents**"), shall constitute the binding agreement between the Principal Procurement Agency, Company and Supplier for Supplier's provision of products and services to the Company pursuant to the terms therein.

2. Entire Agreement: The parties agree that this Agreement, together with the Contract Documents, represent the only agreement among the parties concerning the subject matter thereof and supersedes all prior agreements, whether written or oral, relating thereto.

3. Modifications: No purported amendment, modification or waiver of any provision in the Agreement and the Contract Documents shall be binding unless set forth in a written document signed by all parties (in case of amendment and modifications) or by the party charged thereby (in the case of waivers). Any waiver shall be limited to the provision hereof and the circumstance or event specifically made subject hereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

4. Term of Agreement: This agreement is set to expire November 8, 2024.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on November 8, 2021.

Eagle County Health Service District
dba, Eagle County Paramedic Services
(the "Principal Procurement Agency")

By: _____

Printed Name: Steve Vardaman
Its: Operations Manager

Public Safety Association Inc
(the "Company")

By: _____

Printed: Dane Meyer
Its: President

Michigan Instruments
(the "Supplier")

By: _____

Printed Name: Chris Blanker

Its: President