

AGREEMENT

THIS AGREEMENT, made the 22nd day of April, 2015, by and between the Town of Cicero, a municipal corporation situate in the County of Onondaga, State of New York (hereinafter "Town"), and the Brewerton Volunteer Fire Department Ambulance, Inc., a Not-For-Profit corporation organized and existing under the laws of the State of New York and having its principal place of business in the Town of Cicero, New York (hereinafter "Ambulance").

WITNESSETH

WHEREAS, Ambulance is a Not-For-Profit Corporation organized exclusively for charitable and educational purposes and for the purpose of operating, conducting, and maintaining an emergency ambulance service to serve the persons in the Brewerton Fire Protection District and the Brewerton Fire District in the Town of Cicero; and

WHEREAS, in order to defray the cost of purchasing and maintaining an ambulance and other equipment and to defray the overhead expense of operating said ambulance services, it is necessary for Ambulance to receive payments from municipalities as well as user fees for services; and

WHEREAS, such emergency services are vital and necessary to the health and welfare of the inhabitants of the ambulance district of the Town,

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF EMERGENCY MEDICAL SERVICES

- (a) Ambulance will provide Town an ambulance staffed with volunteers and/or employees, which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services to serve the emergency medical needs of those persons within the boundaries of the Brewerton Fire Protection District and the Brewerton Fire District in the Town of Cicero.

Services to be provided include Basic Life Support transport and treatment and arranging for and/or providing Advanced Life Support Treatment.

- (b) Such provision of equipment, services and transportation are limited to the extent reasonable and possible based upon Ambulance's available resources and personnel.

2. TERM

The term of this Agreement shall be for a period of three years, commencing on the 1st day of January, 2015 and shall continue through the 31st day of December, 2017, unless sooner terminated as herein provided.

3. COMPENSATION

In consideration for Ambulance being available to provide emergency medical services to Town residents within the boundaries of the Brewerton Fire District, the Town shall compensate Ambulance in the annual amount of Ninety Thousand (\$90,000.00) Dollars for the year 2015, Ninety Five Thousand (\$95,000.00) Dollars for the year 2016, and One Hundred Thousand (\$100,000.00) Dollars for the year 2017.

Payment shall be due on the 31st day of March in the annual amount as provided above.

4. REPORTING REQUIREMENTS

Ambulance, on an annual basis, shall provide a report to the Town showing their total income and expenses, as itemized, each year. A copy of the I.R.S. Form 990 may be provided to satisfy this agreement, when filed with the I.R.S. Ambulance, on a quarterly basis, shall provide the Town with a report of the number of their responses within the town and outside of the town.

5. AVAILABILITY OF SERVICE

Town recognizes that in some or all cases, only basic life support may be available or apparently necessary based upon the information available. Town also recognizes that on some occasions no ambulance may be available due to Ambulance's lack of vehicles and/or personnel to respond to all emergencies for which it contracts to provide services, both within and without the Town's boundaries. Town releases and holds harmless Ambulance from any unavailability or inability to respond to any emergency with basic and/or advanced life support services.

6. INSURANCE

Ambulance agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in the amount of Three Million Dollars (\$3,000,000.00). Ambulance agrees to maintain automobile insurance for injuries arising out of the operation of emergency vehicles for at least One Million Dollars (\$1,000,000.00). Ambulance shall have the Town named as an additional insured in the insurance policy and present the Town with a certificate of insurance.

Town shall be responsible for providing the Volunteer Ambulance Workers Benefit Law benefits or appropriate insurance to provide for such benefits, as required by such law.

7. NO EMPLOYMENT

Ambulance's employees shall not be deemed employees of the Town. Nothing herein creates an employment relationship which subjects Ambulance or its employees to the supervision and control of the Town nor creates municipal liability on behalf of the Town.

8. CONFIDENTIALITY

Nothing herein shall entitle the Town to the name, address or social security number of any patient served. The Town will not require Ambulance to release any patient's medical information without a proper judicial subpoena as required by New York State law.

9. CONTINUATION OF SERVICES

If Ambulance's services continue to be provided by the request of the Town beyond the expiration of the term hereof, the terms of this Agreement shall continue on a year-to-year basis unless and until the parties enter into a subsequent written agreement. In the event the Town desires to cancel this Agreement, the Town must provide Ambulance written notice thereof at least sixty (60) days prior to the expiration of any term of the Agreement. In the event that Ambulance requests an increase in the sums due under this Agreement, such requests must be received prior to August 1 of that contract year, and if approved, will become effective at the commencement of the following contract year.

10. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Ambulance shall have no liability or responsibility for providing services under this Agreement to Town residents within the boundaries of the Brewerton Fire Protection District and the Brewerton Fire District in the Town of Cicero.

11. GROUNDS FOR TERMINATION

This Agreement shall terminate prior to the expiration of the term hereof upon the happening of any of the following events:

- (a) upon the Town's failure to deliver the monies due Ambulance under this Agreement by the date due, so long as Ambulance provides sixty (60) days written notice to the Town of the date it will stop providing services;
- (b) upon the loss or suspension of Ambulance's ability to deliver emergency medical services due to the loss of a certificate of need, the loss of operating permits or licenses, or the cessation of its corporate existence. In such instance, Ambulance shall reimburse Town for the prorated balance of the fee paid for the then term.

12. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their respective addresses herein stated.

13. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect.

14. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

15. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

16. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

17. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

18. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Onondaga in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

20. NO ASSIGNMENT

This Agreement shall not be assigned by any party without the prior written consent of the other party.

21. GENDER NEUTRAL

Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision or section.

22. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. Further, this Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

TOWN OF CICERO
8236 Brewerton Road
Cicero New York 13039-0364

BY: Jessica Zambrano 5/14/15
Jessica Zambrano, Supervisor, Town of Cicero

BREWERTON VOLUNTEER FIRE DEPARTMENT
AMBULANCE, INC.
9625 Brewerton Road
Brewerton, New York 13029

BY: [Signature]
Michael J. Stassi, President