

EMERGENCY MEDICAL SERVICES AGREEMENT

This Emergency Medical Services (EMS) Agreement dated May 7, 2018 and effective the 1st day of May 2018 (the "Agreement") by and between the **VILLAGE OF BROCKPORT**, a municipal corporation of the State of New York with offices at 127 Main Street, Brockport, New York, 14420 (the "Village") and the **BROCKPORT VOLUNTEER AMBULANCE CORPS, INC.**, a Not For Profit Corporation organized under the laws of the State of New York with a principal place of business at P.O. Box 242, 3 Burroughs Terrace, Brockport, New York, 14420 ("BVAC" or the "Corps"), collectively, the "Parties."

RECITALS

1. The Village is authorized by virtue of Section 122-b of the General Municipal Law of the State of New York to provide or contract for general ambulance service for the purpose of treating and transporting sick and injured persons found within its boundaries to an appropriate acute care hospital.
2. The Village Board of the Village of Brockport is desirous of entering into an agreement with the BVAC to provide such ambulance service to the Village of Brockport.
3. The BVAC has or has access to trained and experienced EMS personnel and equipment and is desirous of furnishing EMS to the Village and under the terms and conditions set forth herein.

In consideration of the mutual promises herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village does engage the BVAC to furnish EMS to and in the Village of Brockport and the Corps agrees to furnish such services, to wit:

I. SERVICE TO BE PROVIDED BY THE CORPS

1. The Corps, during the term of this Agreement and any renewals hereof: (i) shall provide EMS for the Village of Brockport in the manner described herein; (ii) shall provide upon request, when needed and available, "MUTUAL-AID" to other emergency services agencies; (iii) shall provide upon request, when needed and available, "ALS INTERCEPTS" to other emergency services agencies; and, (iv) in providing above, the Corps shall staff vehicles in the manner required by the State of New York and its appropriate agencies.

2. The Corps shall respond to direct calls or those referred by any appropriate emergency services agency and shall transport sick or injured persons found within the boundaries of the Village of Brockport, or otherwise under "MUTUAL-AID", needing emergency care to an appropriate hospital. It is understood by the Parties that the "primary point of transport" shall be a hospital within Monroe County and any transport otherwise shall occur in a manner consistent with Corps written policy. This provision shall not be construed to limit the Primary Operating Territory as specified in the Ambulance Service Certificate, or otherwise limit operations pursuant to a mutual-aid agreement, in response to a disaster management situation or pursuant to temporary approval by the New York State Department of Health ("DOH").
3. The Corps may provide emergency or non-emergency transport pursuant to Article 30.10(3) of the Public Health Law on a case-by-case basis as prescribed by applicable Corps guidelines.
4. The Corps agrees to provide, or otherwise fund, training and continuing education of its staff and membership, including such certifications and re-certification as may be required by law.
5. The Corps agrees to keep in force and effect its New York State DOH Ambulance Service Certificate ("Operating Certificate"), and to maintain compliance with the applicable requirements of Article 30 of the Public Health Law and New York State Emergency Medical Services Code.
6. The Corps agrees to provide upon request, when available and needed, CPR training to any department of the Village so desiring such training. The Corps may charge fees for said training that are reasonable and customary associated with the provision of such services.
7. The Corps agrees to provide upon request, when available and needed, ambulance standbys at any Village or community function.
8. The Corps agrees to provide other community services for the Village of Brockport upon request, when available and needed, that are consistent with the mission of the Corps.

II. CONTRACT CONSIDERATION

1. The Parties hereby agree that the consideration for this contract shall be as follows: the Corps will provide services, as fully detailed in this Agreement, to the Village, and in return, the Village will allow all third party billing money to be received directly by the Corps. The parties have mutually determined that the consideration detailed herein is fair and adequate for the promises and provisions agreed to by the Parties in the making of this Agreement.
2. During the term of this Agreement, as well as during the automatic extension periods set forth in Paragraph 1 of the "General Provisions" section of this Agreement hereinbelow, no charge will be made to the Village by the Corps in connection with the Corps' performance of any of the EMS services described in the Agreement, except as specifically provided for under other applicable sections of the Agreement.

III. USER BILLING

The Village hereby authorizes and expects the Corps, pursuant to law and the authority contained in Section 122-b(2) of the General Municipal Law of the State of New York, either directly or through a billing service agency contracted by the Corps, to establish and collect fees or charges for services rendered by the Corps. Such fees or charges may be billed directly to the user or the user's insurance carrier, in such instances that the user's insurance contract so provides, for such direct payment so long as a copy of said bill is also sent to the user. The Corps, or the billing service agency contracted by the Corps, shall keep proper records and account for all moneys so received for services provided by the Corps, which shall be available to the Village for inspection upon request, at a time and place agreeable to both Parties. Nothing herein shall be construed to prevent the Corps from soliciting and accepting donations and from conducting fund raising activities to assist in defraying its operating and capital expenses.

IV. LIABILITY AND INSURANCE

1. The Corps agrees to provide at its own cost and expense, commercial insurance, general liability insurance, employer's and worker's compensation insurance, if so required, fidelity bonding, and vehicle insurance, as set forth on Schedule A attached hereto naming the Village of Brockport as an additional insured.

2. The Corps agrees to defend, indemnify and save harmless the Village, its officers, agents and/or employees, from any liability imposed upon the Village, its officers, agents and/or employees arising from the acts, omissions, activities, operations, negligence, active or passive, of the Corps, its officers, agents, members and/or employees.
3. The Village agrees to defend, indemnify and save harmless the Corps, its officers, agents, members and/or employees, from any liability imposed upon the Corps, its officers, agents, members and/or employees arising from the acts, omissions, activities, operations, negligence, active or passive, of the Village, its officers, agents, and/or employees and not otherwise covered by insurance required herein.

V. SUPPORT SERVICES

1. The Village authorizes the Corps to utilize gasoline and/or diesel fuel from the Village's dispensing station. Inherent in the Corps' and Village's duties and functions, the Village owns and maintains fuel storage facilities for the Village's separate use, and the Corps and Village both operate their separate vehicular fleets to carry out their various statutory and contractual functions and duties. The Village maintains, within their fuel storage and dispensing facilities, located at the Village of Brockport Department of Public Works Facility, a sufficient available source of vehicle fuel, both gasoline and diesel, for the Village's fleet of vehicles and has sufficient capacity to allow the Corps access to these fuel sources. Accordingly, the Village is willing to provide fuel to the Corps' vehicular fleet for its normal operational needs. In consideration thereof, the Corps will pay to the Village a sum equal to the number of gallons of fuel acquired multiplied by the per gallon cost of such fuel to the Village, plus a five (5) percent administrative fee for the cost of the accounting and billing associated therewith as well as the cost of the fuel additive treatment provided by the Village. Payment to the Village will be made within 30 days from Corps receipt of quarterly invoices furnished by the Village finance department.
2. The Village shall permit the Corps to avail itself to those other services it currently uses and may utilize during the term of this Agreement including, but not limited to, purchasing of office supplies, office and other non-EMS equipment, and postage of authorized mail. The Corps shall reimburse the Village for reasonable costs associated with the use of these services, as agreed to by the Parties and documented in Schedule B of this Agreement.

3. The Corps may subcontract for certain services to be performed under the terms of this Agreement, with the prior written approval of the Village, provided that the Corps retains the full liability for the services to be rendered, and provided that the subcontractor's services are performed in accordance with the terms of this Agreement.

VI. MISCELLANEOUS MATTERS

1. The Corps shall file with the Village Treasurer and/or Village Clerk, at least annually, a list of its current directors and officers.
2. The Corps shall also file with the Village Mayor, on a quarterly basis, a statement showing the number of ambulance calls and average response times made during the prior quarter to locations within the Village and locations outside the Village by reasons of MUTUAL-AID and ALS INTERCEPTS, and basic financial information to include a quarterly income statement and balance sheet.

VII. CORPS MANAGEMENT

The Corps' Board of Directors shall have sole authority and control over the management of the Corps' operations, assets, revenues and expenditures in a manner consistent with its to be amended and restated certificate of incorporation, bylaws, policies and procedures unless otherwise specifically provided under the terms and provisions of this Agreement.

VIII. VEHICLES

1. The Corps agrees to provide vehicle insurance as set forth on Schedule A attached hereto and to name the Village of Brockport as an additional insured.
2. The Corps agrees to provide for vehicle maintenance and repair.
3. The Corps at its sole cost and expense shall purchase any additional vehicles deemed needed by the Corps to continue its provision of EMS to the Village in accordance with this Agreement.

IX. EQUIPMENT AND SUPPLIES

1. The Corps agrees to purchase, at its sole cost and expense, all equipment and supplies deemed needed by the Corps to continue its provision of EMS to the Village in accordance with this Agreement.


GENERAL PROVISIONS

1. The term of this Agreement shall commence May 1, 2018 and expire April 30, 2019. This Agreement shall be automatically renewed for additional terms of one (1) year, unless either party shall notify the other in writing, on or before the first day of January 2019, and each first day of January thereafter for subsequent renewals, of its election not to renew or to renegotiate.
2. It is hereby mutually covenanted and agreed that the relationship of the Corps to the Village under this Agreement shall be that of an independent contractor and not a joint venture, agent or employer.
3. Nothing in this Agreement shall be construed, whether in whole or in part, as prohibiting the Corps from entering into any other contractual relationship whether with other municipalities or other organizations or entities.
4. In no event shall the Village be liable or responsible for any expense or liability of the Corps unless the Village has specifically agreed to be responsible or liable therefore in this Agreement or in a written resolution duly adopted by the Village Board.
5. The Corps is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Village.
6. This Agreement may be executed in counterparts, each of which shall constitute an original Agreement.
7. Any and all notices and payments required hereunder shall be addressed as follows, or to such address as may hereafter be designated in writing by either party hereto:

To Village: Mayor
 Village Of Brockport
 127 Main Street
 Brockport, New York 14420

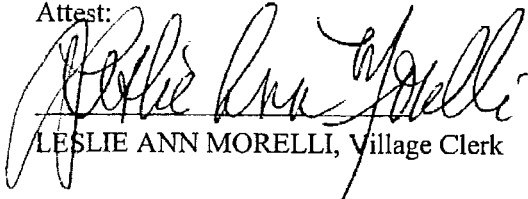
The Village of Brockport has caused its corporate seal to be affixed hereto and this Agreement to be signed by Margaret B. Blackman, its Mayor, duly authorized to do so, and to be attested to by Leslie Ann Morelli, Village Clerk, and the said Brockport Volunteer Ambulance Corps, Inc. has caused its corporate seal to be affixed hereto and this Agreement to be signed by its President, the day and year first above written.

VILLAGE OF BROCKPORT

By: 
Margaret B. Blackman
Its Mayor

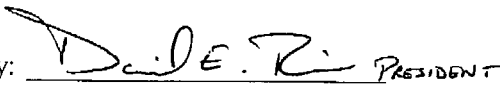
(SEAL OF THE VILLAGE OF BROCKPORT)

Attest:


LESLIE ANN MORELLI, Village Clerk

LESLIE ANN MORELLI
Notary Public, State of New York
Monroe County, #01MO5074316
Term Exp. 3-10-19

Brockport Volunteer Ambulance Corps, Inc.

By:  PRESIDENT
David E. Rice
Its President

(SEAL OF Brockport Volunteer
Ambulance Corps, Inc.)

To Corps: President, Board of Directors
 Brockport Volunteer Ambulance Corps, Inc.
 P.O. Box 242
 Brockport, New York 14420

To Corps
Corporation Counsel: Kevin G. Johnson, Esq.
 Klafehn & Heise
 109 Main Street
 Brockport, New York 14420

7. Either party may terminate this Agreement if the other party breaches this Agreement provided the alleged breach has not been cured or corrected by said party within 30 (thirty) days of its receipt of a written notice specifying the breach.
8. No waiver of any breach of any condition of the Agreement shall be binding unless the same shall be in writing and signed by the party waiving the said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any breach unless the waiver shall include same.
9. This Agreement shall be governed by the laws of the State of New York. The venue for the adjudication of any disputes concerning the terms of this Agreement shall be in Monroe County, New York.
10. In the event any part of this Agreement becomes unenforceable, illegal or otherwise improper, by virtue of change of law, regulation, protocol or fact, each party agrees to perform to the maximum extent allowable under the Agreement and to take all reasonable measures to modify this Agreement as expediently as possible to bring this Agreement, duly modified, into compliance with all federal, state and local laws, regulations and protocols.
11. This Agreement and all attached schedules constitute the complete understanding of the Parties. No modification of any provisions thereof shall be valid unless in writing and signed by both Parties.

SCHEDULE A

Brockport Volunteer Ambulance Corps, Inc. SCHEDULE OF INSURANCE COVERAGE

General Liability	\$1,000,000 per occurrence 3,000,000 aggregate
Director & Officer	1,000,000 per occurrence 3,000,000 aggregate
Umbrella	5,000,000 per occurrence 10,000,000 annual aggregate
Business personal property	50,000 blanket
Emergency equipment	Guaranteed replacement cost
Automobile	1,000,000 bodily injury/property damage 150,000 personal injury protection (PIP)
Fidelity Bonding	100,000 general blanket 400,000 officer endorsement
Worker Compensation	Coverage to be provided by New York State Insurance Fund as required and necessary

SCHEDULE B

Brockport Volunteer Ambulance Corps, Inc. SCHEDULE OF OTHER VILLAGE PROVIDED SERVICES

TO BE DETERMINED

SCHEDULE B

BROCKPORT VOLUNTEER AMBULANCE CORPS, INC. SCHEDULE OF OTHER VILLAGE PROVIDED SERVICES

Amended by Village Board Resolution, December 18, 2023 for the year 2024

For the year 2024 the contract is to include one vehicle provided by the village, and selected by the village, to BVAC for services rendered. BVAC will take ownership and full responsibility of the vehicle.