



**W.F. BRUEN**

PHONE: (518) 477-8243

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**RESCUE SQUAD**

1116 Red Mill Road

Rensselaer, NY 12144

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## AGREEMENT

THIS AGREEMENT, made the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Town of East Greenbush, a municipal corporation with its principal place of business at 225 Columbia Turnpike, East Greenbush, New York 12144 (hereinafter "Town"), and the W.F. Bruen Emergency Squad, Inc., a not for profit corporation with its principal place of business in the County of Rensselaer, existing under the laws of the State of New York, New York (hereinafter "Ambulance").

## WITNESSETH

WHEREAS, Town desires to arrange for ambulance services for persons situated within its borders;

WHEREAS, Ambulance desires to provide ambulance services to its residents and persons situated within the Town's borders;

WHEREAS, in order to defray the cost of ambulance service and in order to provide the residents with the services it desires, it is necessary for Town to impose a tax for ambulance services, which may be offset by user fees billed to patients; and

WHEREAS, such emergency services are vital and necessary to the health and welfare of the inhabitants 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 with basic and advanced life support emergency medical ambulance services, 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 Town. Services to be provided include Basic and Advanced Life Support transport and treatment.
- (b) The 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 one year, commencing on the 1<sup>st</sup> day of January, 2014 and shall continue through the 31<sup>st</sup> day of December of such year, unless sooner terminated as herein provided.

3. COMPENSATION

A. Town agrees to pay Ambulance the amount of one million forty thousand, one hundred and sixty three (\$1,040,163.00) dollars for the provision of ambulance services (hereinafter "Contract Fee"). However, the total fee need not be collected from taxes. The town shall raise six hundred seventy one thousand, nine hundred and thirteen dollars (\$640,163.00) from taxes. The sum of four hundred thousand dollars (\$400,000) shall be paid from billing revenue only. Should the amount of billing revenue collected during the contract year exceed this amount, the excess billing revenue up to eighteen thousand two hundred and fifty (\$18,250) dollars shall be remitted to the Town to be used to offset the following year's tax burden for ambulance service. Any amount collected by insurance billing that exceeds Eighteen thousand two hundred and fifty (\$18,250) dollars, can be retained by the Ambulance to be used for Operational Purposes. The Town is hereby relieved from the obligation to pay less than the amount of twenty five thousand dollars (\$25,000) from the tax role from any shortfall from billing revenue.

a. Payments will be made through Electronic Fund Transfer (EFT) from the Town to the Ambulance quarterly utilizing the following schedule:

Date of Transfer	Amount
01 February 2014	\$260,040.75
01 May 2014	\$260,040.75
01 August 2014	\$260,040.75
01 November 2014	\$260,040.75
Total agreed cost of service:	\$1,040,163.00

B. The Town has established a schedule of user fees to be imposed upon persons served by the Ambulance. Ambulance shall collect the funds. Ambulance shall provide an accounting of the funds received from persons served in the boundaries of the contracted area approximately each month. The total of the funds collected during the contract year shall offset the amount due from the Town under this Agreement.

C. Any funds collected in the next contract year shall be applied to that year's contract funds. Should the parties terminate the Agreement, any billing revenues collected by Ambulance in the year following termination shall be paid to the Town, but only up to the amount actually paid by the Town to the Ambulance and not the amount of the actual contract fee.

4. AVAILABILITY OF SERVICE

The 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 holds Ambulance harmless for Ambulance's failure to provide

services on occasions when such resources are temporarily unavailable.

#### 5. 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 and make arrangements for automatic notification of the Town in the case the insurance policy lapses or is cancelled.

Town shall be responsible for providing the Volunteer Ambulance Workers Benefit Law benefits and workers compensation benefits, as required by such laws.

#### 6. NO EMPLOYMENT

Ambulance's employees shall not be deemed employees of the Town. Nothing herein creates an employment relationship which subjects the Ambulance or its employees/volunteers to the supervision and control of the Town or is intended to create any municipal liability for such supervision on behalf of the Town.

#### 7. CONFIDENTIALITY

Nothing herein shall entitle the Town to the name, address or social security number of any patient served. Town will not require Ambulance to release any patient's medical information.

#### 8. 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 monthly basis unless and until the parties enter into a subsequent written agreement.

#### 9. 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 any person within the Town's boundaries. In the event either party desires to cancel this Agreement or cease providing or receiving ambulance services, the terminating party must provide written notice thereof to the other party at least one hundred and eighty (180) days prior to the expiration of any term of the Agreement.

#### 10. 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 thirty (30) 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 or the loss of operating permits or licenses. In such instance, Ambulance shall reimburse Town for the prorated balance of the fee paid for the then term.

#### 11. 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 hereinabove stated or to such other addresses as may be designated by written notice complying as to delivery with the terms of this Section.

#### 12. 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.

#### 13. 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 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.

#### 14. 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.

#### 15. 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.

16. 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.

17. COUNTERPARTS

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

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Rensselaer 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.

19. NO ASSIGNMENT

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

20. 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.

21. 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 changed. 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.

BY: \_\_\_\_\_  
Keith Langley  
East Greenbush Town Supervisor

BY: \_\_\_\_\_  
Patricia Mulberry, Chair BOD  
W.F. Bruen Emergency Squad, Inc.