

2022 AMBULANCE AGREEMENT
VILLAGE OF CROTON-ON-HUDSON

THIS AGREEMENT dated **February 1, 2022** by and between the Town of Cortlandt, a Municipal Corporation, with offices at One Heady Street, Cortlandt Manor, New York 10567, hereinafter referred to as the **“TOWN”** and the **VILLAGE OF CROTON-ON-HUDSON**, a Municipal Corporation with offices at the Municipal building, Van Wyck Street, Croton-on-Hudson, New York, 10520, hereinafter referred to as the **“VILLAGE”**.

W I T N E S S E T H:

WHEREAS, the Volunteer Ambulance Department (Emergency Medical Services Department) is organized under Laws of the State of New York which has been furnishing emergency ambulance service to the residents of the Town of Cortlandt who reside within the Mt. Airy/Quaker Bridge Fire District, and other persons and making no charge therefore; and

WHEREAS, the Town of Cortlandt deems it in the best interest of the community that it support the efforts of the Volunteer Ambulance Corp, (Emergency Medical Services Department) and in particular, assist in furnishing emergency ambulance service to the residents of the Town of Cortlandt who reside within the Mt. Airy/Quaker Bridge Fire District in accordance with law; and

WHEREAS, by Section 122-b of the General Municipal Law, the Town is empowered to provide a general ambulance service for the purpose of transporting sick or injured persons found within the Town to the hospital, clinic, sanitarium or other place of treatment of such illness or injury; and

WHEREAS, the Town, pursuant to the provisions of said law, may contract with one or more municipal corporations or associations having sufficient training and personnel experienced in the operation, maintenance and repair of such vehicles and for the furnishing of emergency treatment; and

WHEREAS, the Volunteer Ambulance Corp, (Emergency Medical Services Department) has the experienced personnel and equipment for this purpose; and

WHEREAS, it seems advisable and in the best interest of the Town to contract with the Volunteer Ambulance Corp (Emergency Medical Services Department) for the furnishing to the residents of the Town, who reside within the Mt. Airy/Quaker Bridge Fire District, emergency ambulance service in accordance with law.

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NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

- 1) That the Volunteer Ambulance Corp (Emergency Medical Services Department) hereby agrees to furnish to the Town emergency ambulance service to those residents who reside within the Mt. Airy/Quaker Bridge Fire District, as provided by Section 122-b of the General Municipal Law during the term of this agreement, but shall not be precluded from providing ambulance service to other communities. There shall be no fees or charges under this contract levied by the Town.
- 2) The Volunteer Ambulance Corp (Emergency Medical Services Department) hereby agrees to furnish the Town with the necessary certificates certifying that it has complied with all of the laws of the State of New York regarding the training of personnel and shall provide the equipment, ambulances and personnel sufficient to furnish the emergency ambulance service.
- 3) The Volunteer Ambulance Corp, (Emergency Medical Services Department) through it's appropriate members, shall at all times during the period of this agreement be subject to call for such ambulance service by the police or a physician for any person or persons living or found within the boundaries of the Mt. Airy/Quaker Bridge Fire District of the Town, and when notified by the police or a physician or a request for such ambulance service, shall respond to and render such ambulance service without undue delay and with suitable equipment and personnel.
- 4) In consideration of the Volunteer Ambulance Corp (Emergency Medical Services Department) procuring, providing and furnishing an emergency ambulance service, including equipment and personnel as set forth in the last preceding paragraph, the Town shall pay to the Village of Croton-on-Hudson, the sum of **\$66,043.00** **(SIXTY SIX THOUSAND, FORTY THREE DOLLARS and 00/100)** during the period of this Agreement, which will extend from January 1, 2022 to December 31, 2022.

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- 5) The Volunteer Ambulance Corp (Emergency Medical Services Department) shall further secure and keep in effect general liability insurance (except medical malpractice) for the protection of the public and the Town against any and all claims, actions, damages, and charges of every name and nature arising from the alleged negligence, want of care or fault of the Volunteer Ambulance Corp (Emergency Medical Services Department) in furnishing or operating such ambulance service, such insurance to name the Town as one of the insured, provide the Town with a copy or abstract of said policy in force, with applicable endorsements, and contain a provision that it may not be canceled except on ten (10) days notice to the Town in writing, and be carried in at least the following amounts:

Property Damage Insurance – One Million Dollars
Public Liability Insurance – One Million Dollars

- 6) It is understood and agreed that the Volunteer Ambulance Corp (Emergency Medical Services Department) carrying out the provision of this Agreement, is not subject to any direction or control in any manner by the Town except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be formulated by the Volunteer Ambulance Corp.
- 7) The Volunteer Ambulance Corp (Emergency Medical Services Department) shall indemnify and save harmless the Town against all loss, costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want of care or fault of any nature whatsoever of the Volunteer Ambulance Corp (Emergency Medical Services Department) while this agreement is in force and effect.
- 8) The Volunteer Ambulance Corp (Emergency Medical Services Department) will file a copy of their annual audit with the Town Clerk of the Town of Cortlandt within thirty (30) days of it's receipt.
- 9) The parties hereto agree that this Agreement shall run from year to year and may be terminated by either party on sixty (60) days written notice given to the other party, in which the Agreement shall terminate sixty (60) days following the mailing of the termination notice. The notice to be given hereunder shall be by Registered Mail, return receipt requested, addressed to the party at the address stated above.

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- 10) The parties hereby agree that the Agreement is subject to the provisions of Section 122-b of the General Municipal Law.
- 11) The parties hereto further agree that this Agreement may not be changed or modified except by another instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly signed and executed as of the day and year first above written.

TOWN OF CORTLANDT

BY: _____
RICHARD H. BECKER, SUPERVISOR

ATTEST:

CHRISTINE B. COTHREN, DEPUTY TOWN CLERK

VILLAGE OF CROTON-ON-HUDSON

BY: _____
BRYAN T. HEALY, VILLAGE MANAGER

CROTON VOLUNTEER AMBULANCE CORP (EMERGENCY MEDICAL SERVICES DEPARTMENT)

BY: _____

ATTEST:
